

**THE TOWN OF NORTH EAST, MARYLAND
106 SOUTH MAIN STREET
NORTH EAST, MD 21901**

REQUEST FOR PROPOSAL 2017-01-01

FOR

**CURBSIDE MUNICIPAL SOLID WASTE AND SINGLE
STREAM RECYCLING COLLECTION SERVICES**

ISSUE DATE: JANUARY 20, 2017

CLOSING DATE: NOON ON FEBRUARY 28, 2017

REQUEST FOR PROPOSAL 2017-01-01: CURBSIDE MUNICIPAL WASTE AND SINGLE STREAM
RECYCLING COLLECTION SERVICES

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I. PROCUREMENT OBJECTIVE

A. Summary Statement:

The Mayor and Commissioners of the Town of North East are soliciting proposals from licensed commercial refuse haulers to complete weekly curbside municipal solid waste and single stream recycling collection on Mondays and Wednesdays respectively of residential locations, not including apartment complexes or the neighborhood of North East Isles beginning July 1, 2017.

B. Contact Information for Questions:

All questions and inquiries should be submitted in writing by February 15, 2017 to:

Kendrick Natale, Director of Finance & Administration
Town of North East
PO Box 528
North East MD 21901-0528

Telephone: 410-287-5801 Ext. 104
Email: knatale@northeastmd.org

C. Submission Deadline:

All proposals must arrive sealed at Town Hall by **noon on February 28, 2017** in order to be considered. Bids received after that time will be returned unopened. It is the responsibility of the offeror to see that his/her proposal is delivered to Town Hall by the deadline. A final determination on the selected offeror will be made by the Mayor and Commissioners during a public meeting. Proposals must bear original signatures and figures

Proposals may be mailed or hand delivered. Faxed or emailed bids will not be accepted. All proposals must be in a sealed envelope with the following information clearly printed on the outside:

**THIS IS A SEALED BID PROPOSAL FOR
THE TOWN OF NORTH EAST REFUSE AND RECYCLING COLLECTIONS**

D. Duration of Offer:

Proposals submitted in response to this solicitation are irrevocable for 60 days following the closing date. This period may only be extended with the offeror's written permission.

II. GENERAL INFORMATION

A. Specifications:

1. For uniform bidding purposes, the number of units is 1,213. For purposes of this contract, unit count does not reflect the number of service locations. A unit does not include dumpster pick-up.
2. Curbside recycling pick-up shall be on **Monday** mornings.

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3. Recycling placed curbside for collection will be placed in a suitable returnable container marked "Recyclables". There is no limit on the amount of recycling which a resident may place at the curb for collection.
4. Recycling materials will consist of aluminum and steel cans, glass jars and bottles, narrow neck plastic containers (Codes #1, 2, 3, 4, 5, 6 (excluding Styrofoam) & 7), newsprint, cardboard, magazines, catalogs, cereal boxes, printer paper, copier paper, mail, telephone books, soda boxes and frozen food boxes.
5. The offeror is required to take all recycling collected to a recycling disposal center of their choice.
6. The offeror shall submit monthly with the invoice all recycling and refuse weight slips showing total recycling and refuse tonnage information.
7. All refuse collection shall be suitably contained for ease in handling and the maintenance of strict sanitary facilities.
8. Refuse collection pick-up day shall be **Wednesday** mornings.
9. Town dumpsters will be emptied free of charge and free of rental fees. The current dumpster locations are:
 - a. North East Community Park – once a week between October 1st to April 30th
 - b. North East Community Park – twice a between May 1st to September 30th
 - c. Rolling Mill Water Treatment Plant – once a week
 - d. Leslie Water Treatment Plant – once a week
 - e. Recycling will be picked up free of charge at the following locations:
 - i. Rolling Mill Water Treatment Plant – 39 Rolling Mill Lane
 - ii. Leslie Water Treatment Plant – 39 North Leslie Road
10. Main Street, Mauldin Avenue, West Cecil Avenue and East Cecil Avenue shall be serviced before 8:30 a.m. No area in Town shall be serviced before 6:30 a.m.
11. If any annexation of additional territory is made by the Town during the term of the contract, all properties in the area shall be serviced with the same quality and number of pick-ups.
12. Any and all fees relating to the disposal of refuse and recyclables by the offeror shall be the responsibility of the offeror.
13. Offeror shall not trespass unduly on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not travel the wrong direction on any street; shall not allow vehicles containing any materials to remain standing on roadways, lots, or other areas; and shall perform collection services quietly.
14. The offeror shall handle containers carefully to avoid damage to container and personal property; shall empty containers completely and return them neatly to curbside, as close to

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the original location as practical; shall not throw or toss containers or lids; shall not place them in driveways, in roadways, in planted areas, or in locations where they become obstructions, shall handle material such that none is littered from containers or vehicles, and shall collect torn bags where the bags and contents can be picked up with two hands. Offeror shall be required to either place lids upside down back onto containers or place them neatly next to container.

15. Offeror shall notify the Town immediately with all pertinent information in the event the Offeror leaves material uncollected at any residential unit. The Town will investigate the circumstances and will either notify the resident of the problem if non-collection by the Offeror was warranted or will direct the Offeror to return to collect the material if non-collection was not warranted.
16. Service by offeror shall not be interrupted because of closed streets due to paving, ditching, or other work such as road resurfacing, construction, and/or emergency operations that may inhibit collections on the normal collection day. The Town will make every effort not to schedule any work of this type on collection day. However, in the case of any emergency work, the Town will work with the Offeror to make sure the collection is completed.
17. At the end of the collection days, the offeror will call Town Hall to ascertain if any complaints have been received and if appropriate, correct any errors and/or advise the Town Hall staff as to whether or not the contents of the complaint are valid.
18. In the event that a regular refuse collection or curbside recycling collection day falls on a legal holiday, the offeror agrees to make collection the following working day. For the purpose of this proposal the following days shall be considered legal holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. If a legal holiday delays the Monday recycling pick-up there shall be no delay to the regularly scheduled Wednesday refuse collection.
19. The Town shall provide notice to the offeror not later than twenty (20) days after the first day of the month of any additional units and/or of any reduction of units subject to curbside refuse collection and curbside recycling collection. The parties hereto agree that the offeror shall therefore adjust the invoice as necessary.
20. The offeror shall comply with all provisions of the law regarding the employment of workers. The Offeror shall not employ persons under the age of eighteen (18) years on Town services.
21. The offeror's employees shall be courteous at all times and work quietly and not use loud or profane language. Excellent customer service is a requirement of this contract.
22. The offeror's employees shall not solicit or request gratuities at any time.
23. The offeror's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not nor should not concern them.

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B. Revisions to the RFP:

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known to have obtained this RFP. Acknowledgement of receipt of any revisions will be required before final bids are submitted. It is the responsibility of any offeror that did not receive this RFP directly from the Town of North East's finance office to notify the Town of their interest in the project, including Offerors who found the RFP on the Town's website, in order to ensure they receive any revisions to the RFP.

C. Cancellation of the RFP; Rejection of All Proposals:

The Town may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the Town. The Town of North East shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

D. Proposal Acceptance; Discussions:

The Town reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the Town. The Town also reserves the right, at its sole discretion; to award the contract based upon the written proposals received without prior discussions or negotiations.

E. Presentation:

Offerors may be required to make individual written or oral presentations to Town representatives in order to clarify their proposals.

F. Incurred Expenses:

The Town will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

G. Proposal Form:

In order to allow for uniform analysis and comparison of bids, offerors are required to complete the forms in Appendix I of this Request for Proposal. No other documentation should be submitted unless specifically required by the forms in Appendix I.

H. Access to Public Records Act Notice:

An offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

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I. Compliance with Law:

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations.

J. Acceptance of Terms and Conditions:

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the Town.

K. Agreement/Contract:

Any agreement or contract resulting from the acceptance of an offeror's proposal shall be on forms either supplied by or approved by the Town and shall contain, at a minimum, applicable provisions of the Request for Proposal. The Town reserves the right to reject any agreement that does not conform to the Request for Proposal and the Town requirements for agreements and contracts.

L. Data Given or Prepared by the Town:

No reports, information or data given to or prepared by the Town for the offeror under the contract/agreement shall be made available to any person or firm without the prior written approval of the Town.

M. Offerors to Examine Location:

Offerors must make a personal examination of the location of the proposed work and surroundings thereof and shall thoroughly acquaint themselves with the details of the work to be done and all conditions and obstacles likely to be encountered in the performance and completion of the work. Offerors must inform themselves as to the facilities for the transportation, handling, disposal, and routes. Offerors shall carefully study the RFP and thoroughly satisfy themselves as to the conditions under which the work is to be performed and the service to be provided and prepared to execute the work outlined in this RFP.

N. Assignments and Subletting:

No assignment, transfer, conveyance or otherwise disposal of the contract or any rights occurring under this contract shall be made without the express written consent of the Town of North East. In the event of an assignment, the assignee shall assume the full liability of the contractor in meeting all of the terms and conditions of this contract.

O. Spillage and Litter:

The offeror shall not litter public ways or private property in the process of making collections. During hauling and handling all solid waste shall be contained in the vehicle and there will be no leaking, spilling, or blowing of debris. In the event of spillage by the offeror, the offeror shall promptly clean up the litter and if that is not accomplished, the Town will provide the cleanup and bill the offeror for Town expense including legal and administrative costs. The offeror shall

comply with all requirements of the Maryland Department of the Environment on spills to include proper reporting.

P. Relationship

The Relationship of the offeror to the Town is that of an independent contractor and not one of employment. None of the employees or agents of the offeror shall be employees of the Town.

Q. Insurance & Indemnification

The offeror shall take out and maintain during the life of the Contract the Statutory Workmen's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the Contract.

In case any portion of the project is sublet, the offeror shall require all of the subcontractors similarly to take out and maintain during the entire life of the Contract the Statutory Workmen's Compensation and Employer's Liability Insurance of all of their employees to be engaged in work on the project under the Contract.

The offeror and the subcontractor shall not begin work until the Contractor has first filed with the Town satisfactory evidence that insurance of the above nature is in full force and effect.

The offeror shall take out and maintain during the life of the Contract, Bodily Injury Liability and Property Damage Liability Insurance to protect it and any subcontractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the contract, whether such operations be by the offeror or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of insurance shall not be less than:

- 1) Commercial General Liability
- 2) Bodily Injury and Property Damage
 - \$1,000,000.00 each occurrence
 - \$2,000,000.00 aggregate
 - \$1,000,000.00 Products and Completed operations
- 3) Automobile Liability
 - Bodily Injury and Property Damage
 - \$1,000,000.00 each occurrence
- 4) Worker's Compensation-Statutory Requirements

The offeror shall provide to the Town a Certificate of Insurance upon commencement of the Contract and notice within ten (10) days of any change of insurance coverage set forth herein. The Town, its officials, employees and volunteers shall be included as an additional insured according to its interest during the term of the Contract. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the

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Town thirty (30) days' notice in writing. A lapse in insurance coverage shall be considered as contract default.

The offeror will defend, save harmless and exempt the Town, its officers, agents, servants, volunteers and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from injury to persons or damage to property arising out of work done in the performance of this contract. The Town reserves the right to retain counsel of its own choice, at the offeror's expense or in the alternative, approve counsel obtained by the offeror.

R. Termination/Default

The Town reserves the right to terminate the contract with the offeror by giving the offeror ninety (90) days' written notice of its intent to terminate the contract without cause. The Town also reserves the right to terminate the contract by providing thirty (30) days' written notice if the offeror or the offeror's agents fail to perform in accordance with the bid proposal, including but not limited to:

1. Causing excessive damage to containers
2. Failing to comply with the terms of this proposal
3. Failing to perform collection duties at one or more locations on more than one collection date
4. Failing to maintain insurance as required under this proposal.
5. Failing to perform 90% of collections required by this proposal on one collection date and appears to have abandoned the work required by this proposal.

The Town shall be entitled to retain as liquidated damages the Performance Bond posted by the offeror for the work to be performed in the event the Town terminates the contract for cause. The Town shall also have the right to retain the services of another contractor to complete the services required by the proposal and charge back the offeror for said services. The Town shall also be entitled to such other remedies as permitted by this proposal or law.

III. PROPOSAL REQUIREMENTS

A. Proposal

The offeror will be required to submit the required forms and documentation in Appendix I. The term of the contract being offered is a five (5) year contract with the option for three one year renewals.

B. Cash, Certified Check or Bid Bond

No bid will be considered unless accompanied by cash, certified check or satisfactory bid bond of the offeror payable to the order of the Mayor and Commissioners of the Town North East, Maryland for the sum of ten percent (10%) for the first year's contract. For the purposes of determining the Bid Security stipulated the first year's contract price shall be assumed to be the product of the per unit price as stipulated on the Offeror's proposal and the number of units specified in section II(A)(1). Such Bid Security shall be forfeited to the Town as liquidated damages in the event that an award is made and the contract and bond

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are not promptly and properly executed as required within ten (10) days after the award of the contract.

The cash, certified check, or bid bond of any unsuccessful offerors will be returned after the contract is awarded; and the cash, certified check, or bid bond of the successful offeror will be returned after the proper execution of contract and Performance Bond.

C. Deadline for Submission of Proposals

1. Interested firms should submit proposals by noon on February 28, 2017 to:

Town of North East
Attn: Town Administrator
106 South Main Street
North East, MD 21901

2. Proposals must be sealed and marked “**PROPOSAL – REFUSE AND RECYCLING COLLECTION**”

IV. SELECTION OF CONTRACTOR

A committee made up of Town employees will evaluate the proposals. They will be evaluated on the basis of experience, qualifications, and cost.

Final selection will be based on the evaluation of the proposals unless it is deemed necessary by the committee to conduct interviews of closely scored offerors. The offeror deemed best qualified to perform this project will be recommended to the Mayor and Commissioners for contract award.

When the funding source does not preclude the Mayor and Commissioners of the Town of North East from doing so, they reserve the right to show preference to local offerors in the purchase of supplies, equipment, or services. The amount shall not exceed six percent (6%) of the amount bid or quoted and/or sixty thousand dollars (\$60,000), whichever is less. A “local offeror” is defined as an Individual, or business that maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County or the State of Maryland, if required, and is subject to Cecil County real and/or personal property taxes. Any local offeror in default on payment of any town, county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid.

V. SURETY

The successful offeror shall furnish to the Town of North East a performance bond or certified check for the faithful performance of the contract and all obligations arising thereunder in the amount of twelve (12) months expected payment (initial year) and the surety shall be executed by a Surety Company licensed to do business in the State of Maryland. Said Bond shall be extended and shall remain in effect for the full term of the contract and any extension thereof.

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APPENDIX I

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Offeror's Declarations

Made this _____ day of _____, 2017 by _____

Business Address _____

The offeror declares that the only person, firm, or corporation, or persons, firms or corporations that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned: that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed, if the proposal is accepted to contract with the Town of North East, Maryland, in the form of Contract heretofore attached, to do the require work in the manner set forth in the specifications.

The bid price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials, and labor requisite and means for performing the work and the doing of all the above-mentioned work in the specifications within the prescribed time. If this proposal shall be accepted by said Town and undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, then said Town may at their option determine that the Bidder has abandoned the Contract; and thereupon the proposal and the acceptance thereof shall be null and void.

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Offeror's Cost Proposal

DATE: _____

OFFEROR (COMPANY NAME): _____

COMPANY CONTACT NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

BASE BID

AREA	CONTRACT YEAR	UNIT ⁽¹⁾	ANNUAL PER UNIT COST FOR WEEKLY SERVICE
CL ⁽²⁾	YEAR 1 - 7/1/17 - 6/30/18	1213 ⁽³⁾	
CL ⁽²⁾	YEAR 2 - 7/1/18 - 6/30/19	1213 ⁽³⁾	
CL ⁽²⁾	YEAR 3 - 7/1/20 - 6/30/21	1213 ⁽³⁾	
CL ⁽²⁾	YEAR 4 - 7/1/21 - 6/30/22	1213 ⁽³⁾	
CL ⁽²⁾	YEAR 5 - 7/1/22 - 6/30/23	1213 ⁽³⁾	
CL ⁽²⁾	OPT EXT #1 7/1/23 - 6/30/24	1213 ⁽³⁾	
CL ⁽²⁾	OPT EXT #2 7/1/24 - 6/30/25	1213 ⁽³⁾	
CL ⁽²⁾	OPT EXT #3 7/1/25 - 6/30/26	1213 ⁽³⁾	

(1) FOR PURPOSES OF THIS CONTRACT, UNIT COUNT **DOES NOT** REFLECT THE NUMBER OF SERVICE LOCATIONS. A UNIT DOES NOT INCLUDE DUMPSTER PICK-UP.

(2) CL = CORPORATE LIMITS OF THE TOWN OF NORTH EAST

(3) THIS NUMBER REFLECTS THE UNIT COUNT AS OF APRIL 2014. PLEASE NOTE AS REFLECTED ELSEWHERE IN THIS PROPOSAL, THIS NUMBER IS SUBJECT TO CHANGE.

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Certification of Offeror's Qualifications

All questions must be answered and included with the bid. The data given must be clear and comprehensive.

CONTRACT NO.: RFP-2017-01-01

1. Name of Bidder: _____

2. Bidder's Federal Employer I.D. No.: _____

3. State of Maryland Construction Firm License No.: _____

4. Cecil County Firm License No.: _____

5. Business Address: _____

6. When Organized: _____

7. Where Incorporated: _____

8. How many years has the Bidder been engaged in this business under present firm name? _____

9. Have you ever refused to sign a contract at your original bid? Yes _____ No _____

10. Have you ever defaulted on a contract? Yes _____ No _____

11. Remarks: _____

11. Will you, upon request, furnish any other pertinent information that the Town of North East may require? Yes _____ No _____

Dated at _____ this ____ day of _____, 2017.

With the submission of this certification, the Bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Bidder's Signature: _____

Print Bidder's Name: _____

Bidder's Title: _____