

INVITATION TO BID MAY 2006

The Town of Scarborough, Maine hereby solicits bid proposals for the following contract:

SEMI-AUTOMATED/AUTOMATED CURBSIDE COLLECTION SERVICE FOR MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIAL

Each proposal shall be submitted in a sealed envelope marked "Bid #0032006 - Automated Curbside Collection Bid" and addressed to the **Town of Scarborough, PO Box 360, Scarborough, Maine 04070**, or, hand-delivered to the Purchasing Agent's office in the Town Municipal Building.

All quotations will be accepted until 11:00 A.M., January 19th, 2006, at which time they will be publicly opened and read aloud.

Location: Town Manager's conference room, Town Municipal Building.

The Town of Scarborough reserves the right to accept or reject any or all bids, should it be deemed in the best interest of the Town, or waive any minor discrepancies or technicalities.



A mandatory pre-bid meeting will be held in the Town Manager's conference room at 11:00 a.m., January 12, 2006. Failure to attend the pre-bid meeting disqualifies the bidder from the bid process.

1.0 SCOPE OF WORK

The intent of this contract is for a duration of 3, 5, or 7 years, depending on selected bid.

- a) All residential solid waste will be collected and disposed of once a week (5-day schedule) to include curbside recyclable materials once a week (5-day schedule) as on "**Option I**" or "**Option II**" bid item.
- b) Solid waste collection will be limited to carts provided by the Town. Any waste outside of the carts provided by the Town will be deemed ineligible for collection.
- c) Curbside collection shall be restricted to residential homes located on Town-accepted roads, or, roads that have been petitioned for acceptance.

1.1 QUALIFICATIONS OF BIDDERS

No agreement shall be awarded to any bidder who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the specifications.

All bidders hereunder must furnish satisfactory evidence to the Town that they have operated, presently operate, or have the ability to operate a municipal collection service, including collection of recyclables and are familiar with all weather conditions prevailing in this area. Bidders with the experience outlined shall submit a list of geographic areas in which they are collecting municipal waste and/or recyclable material with their proposal. These areas may be subject to inspection by personnel selected by the Town. The list of communities shall include length and type of contract, name and size of municipality, and name of contact person at the community.

Each proposal shall include the name and address of the owner, all principals and/or partners, and all stockholders holding greater than ten (10%) percent of authorized and issued stock.

Each proposal, if a corporation, shall include the state of incorporation and its principal officers. Each proposal, if it is not a Maine corporation, must include a certified copy of the certificate to do business in the State of Maine.

All bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, experienced personnel and expertise to perform services required by the specifications and shall furnish such information and/or proof of these qualifications, including the qualifications of the person(s) the bidder will make its manager and contact person, with their proposals.

The Contractor shall submit proof of their ability to obtain a performance bond with the bid.

This Contract may not be assigned, sublet, or transferred without the written consent of the Town.

1.2 INVENTORY OF EQUIPMENT

Bidders proposing to collect and transport municipal solid waste and recyclables shall supply with their bid a detailed inventory of all their equipment to be dedicated to the performance of this Contract showing each type by model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. All leased equipment shall be separately listed and the time remaining on each leased machine shall be shown as well as any options of renewal. Any equipment to be used during the term of this Contract shall not exceed seven years of age at any time. Delivery guarantees by manufacturers of new equipment that is to be purchased shall be attached to the Bid document.

The Contractor shall supply all equipment, materials, and labor required to complete the work. The cost and expense of all the necessary labor, tools, material, and equipment required to complete the work shall be included in the prices stated in the Bid. **The Contractor shall be responsible for: (1) assuring that solid waste is collected & disposed consistent with the terms of Scarborough's solid waste ordinance, and (2) maintaining the quality of the recyclable material and making every attempt to minimize contamination of the recyclable material. Any recyclable material contaminated during the collection process and unacceptable for processing at RWS shall be disposed of by the Contractor at the Contractor's sole expense if it is proven that the Contractor knowingly accepted the contaminated material.. RWS shall be the final authority on material that is deemed to be contaminated and unacceptable for processing.**

1.3 BIDDER RESPONSIBLE TO LEARN LOCAL CONDITIONS

Bidders are cautioned to examine carefully the conditions affecting the collection and transportation of municipal solid waste and recyclables and to acquaint themselves with the quantity and character of the material to be handled under this Contract.

In the Town of Scarborough residential properties are eligible for curbside residential municipal solid waste and recyclable collection service. The total number of collection stops per week is approximately 6,200. The annual weight of Municipal Solid Waste (MSW) collected is approximately 7,000 short tons.

Each bidder is cautioned to become fully familiar with the Town and all the physical characteristics of the Town of Scarborough which in any way affect the bid and all services contemplated herein. Submission of a bid shall be deemed conclusive evidence that the bidder is fully acquainted with and shall be fully responsible for any restrictions, constraints, or any physical difficulties inside the municipal boundaries of the Town of Scarborough, including the site(s) to which the waste and recyclables shall be delivered and processed. It is the bidder's responsibility to base their bid upon conclusions that are drawn from their own investigations.

No trip performed in fulfillment of the obligations in this Contract shall include solid waste or recyclables collected from any establishment other than those described in this Contract. Recyclables from Scarborough shall not be mixed with material from entities outside Scarborough or any other location, except as provided by these Contract Documents. It shall be the Contractor's responsibility to segregate and sort all recyclables for Scarborough to provide proper processing and tracking of each material. All solid waste or recyclable material collected under this Contract shall be delivered to the RWS Facilities in Portland unless otherwise directed by the Public Works Director.

It shall be the responsibility of the Contractor to adhere to all applicable sections of Scarborough's Code of Ordinances and Solid Waste Disposal Policies, unless specified otherwise in this Contract.

The Contractor shall have the ability to add personnel or equipment to meet the demand for services during periods of heavy material generation, such as during Springtime, Christmas holidays, etc. The Contractor shall remove all properly prepared municipal solid waste and recyclable material that is placed at the curb each week and that is covered by these Contract Documents.

1.4 WORK TO BEGIN

Upon Acceptance of the bid by the Town, the general collection of municipal solid waste and recyclables shall begin on July 1, 2006, or as directed by the Purchasing Agent. All bidders must supply a local phone number, and have a designated supervisor or manager for the duration of the contract, and have the ability to respond to complaints and requests for service within the same day the information is received. It shall be the Contractor's responsibility to retrieve any missed stops on the same day they are missed.

1.5 CONTRACT ADMINISTRATION

The Town of Scarborough, through the Purchasing Agent, shall administer the provisions of this Contract. The collection schedule, the method of collection, and the transportation of material collected must all be in a manner satisfactory to the Public Works Director. Decisions of the Public Works Director will be final and a condition precedent to the right of the Contractor to receive payment under their Contract. The Contractor shall submit monthly invoices for payment of work completed in the previous 30 days. The Town shall forward payment within 30 days of receipt of invoices for work completed.

1.6 COLLECTION PROCEDURES

A. Definitions:

- 1) **Town** shall mean the Town of Scarborough, a body corporate and politic of the State of Maine and shall include all streets and ways and all buildings and improvements within the town boundaries as set forth on an official map filed in the office of the Town Clerk.
- 2) **Municipal Solid Waste** shall mean all Municipal Solid Waste as defined in State Law and rules for which the Town accepts responsibility for collection, transportation, and disposal and which may be accepted for disposal according to RWS policy.
- 3) **Recyclables** shall mean all components of Municipal Solid Waste as defined in State Law and Rule for which the Town accepts responsibility for collection, transportation and which may be processed as recyclables according to RWS policy.
- 4) **Automated Collection** shall mean a collection system consisting of specially designed, wheeled carts & refuse and/or recycling collection vehicles that are equipped with automated arms.
- 5) **Collection days route** shall mean the scheduled municipal solid waste and recyclable collection patterned for any particular calendar day provided said schedule has been pre-determined by the contractor and approved by the Public Works Director in accordance with the terms and conditions of these specifications.

- 6) **Semi-automated Collection** shall mean a collection system consisting of specially designed, wheeled carts & refuse and/or recycling collection vehicles equipped with lifting arms.
- 7) **Holiday for Scarborough** shall mean New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.
- 8) **RWS** shall mean Regional Waste Systems, Inc.

B. Standard Curbside Collection:

- 1) Collection procedures shall be as stipulated by the Town's Code of Ordinances and the Public Works Director.
- 2) No collection will be required from inside any building.
- 3) Solid waste and recyclables shall be placed at the curb in accordance with the Ordinances and policies of the Town no later than 7:00 A.M., prevailing time, on the day of collection and the Contractor shall commence collections at that time. Collections shall end no later than 8:00 P.M.
- 4) Vehicles used for solid waste collection shall be vehicles designed and manufactured for semi-automated/automated curbside solid waste collection and must be approved by the Town. Vehicles used for recyclables collection shall be vehicles designed and manufactured for semi-automated/automated curbside recyclables collection and must be approved by the Town. Those used for recycling pursuant to this Contract shall be identified as vehicles for Scarborough curbside recycling program, which signage shall be approved by the Public Works Director. All solid waste or recycling vehicles must have the capability of unloading at the RWS Facilities. In emptying solid waste and recycling containers, the Contractor and his employees shall place, not drop, the containers or bins on sidewalks or any other place, shall not handle the bins so as to damage them, and **shall place all bins or containers at least two feet (2) off the travel way**. No scavenging shall be performed or permitted along the streets and all recyclables or refuse dropped in handling shall be picked up by the Contractor's employees. Furthermore, the Contractor agrees that the waste collection or recycling hopper(s) of the truck will be frequently emptied to prevent recyclables and other litter from being deposited or blown from the collection hoppers into the travel way or into the environment.
- 5) The Contractor shall be responsible for any damaged solid waste carts or recycling carts. The Contractor shall replace any carts if, in the opinion of the Public Works Director, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street in the Town or in any other place within the Town boundary, except at a facility approved by the Public Works Director.
- 6) If, in the opinion of the Contractor or any of his employees, the solid waste or recyclables at any house or other building covered by this Contract should not be collected because of a violation of the conditions of collection as set forth herein or in policies and directives pursuant to this Contract, **a tag shall be attached by the Contractor to the container stating the reasons thereof and the Contractor shall immediately report this fact to the Public Works Director**.

- 7) All solid waste and recyclables collected pursuant to these Specifications shall be collected by vehicles, which shall be emptied and void of all solid waste or recyclables or other material prior to the commencement of a day's collection route. No out-of-town waste, commercial waste or recyclables from any non-Town organization shall be mixed with Town recyclables by the Contractor.
- 8) All municipal solid waste and recyclables collected by the Contractor shall be transported on the same day it is collected by the Contractor, unless permission is received from the Public Works Director. All collection trucks provided by the Contractor shall have bodies designed to prevent spillage and shall be maintained at all times in a clean and sanitary condition. The Contractor shall comply with all State and Federal Laws and Regulations and Town Ordinances relating to the collection and transporting of solid waste and recyclables.
- 9) For Scarborough, holiday municipal solid waste and recyclable collection shall be performed on the next workday following the holiday. If performed on the next workday, collection shall be on the next day for the remainder of the week with Friday's municipal waste and recyclables collected on Saturday.
- 10) **a. Direction:**

The operation of collecting municipal solid waste and recyclables shall be administered under the direction of the Public Works Director. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or the Contractor.
- b. Special Conditions Transport to Ultimate Disposal Site:**

All municipal solid waste and recyclables collected under the terms of this Specification shall be transported to the RWS Facilities in Portland or, at the direction of the Public Works Director to an alternate location within a reasonable distance of the Town boundaries. Municipal solid waste and recyclables shall be transported to RWS during regular operating hours Monday through Friday. At all times the Contractor's transport operation shall be conducted in compliance with applicable Federal and State laws, rules and regulations and local Ordinances.

1.7 DISPOSAL FEES

All fees for disposal now, or within the Contract period, and any extension thereof, shall be paid by the Town for all municipal solid waste and recyclables collected under this Contract. The Contractor shall be responsible for all licensing and permitting as required by State, Federal and local regulations. The Public Works Director, in conjunction with the RWS staff, shall decide the fitness of a material for acceptance and the Public Works Director decision shall be final.

1.8 RENEWAL OF CONTRACT

If Scarborough elects to extend the Contract at the end of the third year, the Town shall notify the Contractor thirty (30) days prior to the anniversary date. The Contractor will be allowed to adjust the rates of service, for the fourth and fifth year to reflect the percentage increase in the U.S. Town Average Consumer Price Index for all Urban Consumers (CPI-U) for the Town average for all items 1982-84=100, Published in the U.S. Department of Labor, Bureau of Labor Statistics as listed in the U.S. Department of Commerce's Publication, "Survey of Current Business." The rate increase for the fourth year shall be based upon the percentage increase in the CPI-U from April 2010 through March 2011. The rate increase for the fifth year shall be based upon the percentage increase in the CPI-U from April 2011 through March 2012.

1.9 INSURANCE REQUIRED

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

INDEMNITY CLAUSE:

Liability Insurance will be required of the successful bidder in which the successful bidder will be required to hold harmless and indemnify the Town of Scarborough from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the Contractor's performance of the work required by the Specifications and this Contract.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the e, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Scarborough and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- 1. For liability, for bodily injury, including accidental death \$1,000,000 on account of one occurrence and \$1,000,000 aggregate limit.*

2. *For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.*
3. *An umbrella policy in the amount of \$1,000,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the operation of the contract.*

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.

POLLUTION LIABILITY INSURANCE:

Pollution liability insurance in an amount of not less than One Million Dollars (\$1,000,000).

2.0 MODIFICATIONS TO COLLECTION ROUTES

The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level or service. Minor modifications will not affect the overall scope of the work or add to the collection costs.

2.1 ROUTE COLLECTION MAPS

The Contractor shall submit a route collection map to the Public Works Director for approval within 30 days of the award of the contract.

2.2 O.S.H.A. REGULATIONS

The Contractor shall at all times, comply with O.S.H.A. regulations and enforce any Sub-Contractors to abide accordingly. Any violation either by the Contractor or his/her Sub-Contractors, shall be the sole responsibility of the Contractor.

2.3 BID SECURITY AND PERFORMANCE AND PAYMENT BOND

BID SECURITY:

Each bid must be accompanied by a deposit of 5% of the amount of the bid. This may be properly certified check, bank treasurer's check, bank cashier's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable to the Town of Scarborough and will be deposited in its account. Such deposits will be returned to bidders within a reasonable amount of time after signing the contract.

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 days after notification by the Town that it is ready for signature, its bid will lapse at the election of the Town and its bid deposit shall be forfeited and retained by the Town as an agreed amount of liquidated damages. Should any bidder withdraw its bid prior to contract signing, its deposit will be retained by the Town as an agreed amount of liquidated damages.

PERFORMANCE AND PAYMENT BONDS:

The successful bidder shall provide a performance bond in an amount equal to one hundred (100) percent of the Contract Price for the first twelve (12) calendar months.

2.4 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to the Town Purchasing Agent, Town of Scarborough, PO Box 360, Scarborough, ME 04070, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

2.5 AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible bidder complying with the conditions of the "Invitation for Bids," provided his bid is reasonable and it is to the interest of the Town to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids that the Town deems to be non-responsive may be rejected by the Town at its sole discretion.

2.6 QUESTIONS

Any questions may be directed to the Town Purchasing Agent.

Telephone: (207) 730-4089

TO: SEMI-AUTOMATED/AUTOMATED CURBSIDE COLLECTION SERVICE BIDDERS

FROM: KEITH L. MATHERNE, PURCHASING AGENT

SUBJECT: BID AMENDMENT #1

DATE: 1/13/06

CC: MIKE SHAW, PUBLIC WORKS DIRECTOR

Dear potential bidder,

An error in our Invitation to Bid #0032006, Semi-automated/Automated Curbside Collection Service dated 12/23/2005 was discovered as a result of comments from the pre-bid meeting held January 12th, 2006. This specification amendment was issued and mailed to all bidders and posted on the town's web site for clarification.

The sections involved are noted below. Some language in the section has been stricken out or re-worded.

1.8 RENEWAL OF CONTRACT

If Scarborough elects to extend the Contract at the end of the contract period, the Town shall notify the Contractor thirty (30) days prior to the anniversary date. The Contractor will be allowed to adjust the rates of service, for the additional year(s) of extension to reflect the percentage increase in the U.S. Town Average Consumer Price Index for all Urban Consumers (CPI-U) for the Town average for all items 1982-84=100, Published in the U.S. Department of Labor, Bureau of Labor Statistics as listed in the U.S. Department of Commerce's Publication, "Survey of Current Business." The rate increase for the subsequent year(s) shall be based upon the percentage increase in the CPI-U from April through March of the previous year.

Please don't hesitate to contact me if you have any questions with this specification clarification.