

INVITATION TO BID NUMBER 0032008

RETURN THIS BID TO:

**Attention ITB #0032008/Hauling of
Residential Recyclables
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 10/01/07

ITB TITLE: Hauling of Residential Recyclables from Town Recycling Drop-Off Centers

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON OCTOBER 15th, 2007 AT 11:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED. OPENING LOCATION: Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04074 in the Town Manager's Conference Room, Main Level.

F.O.B. POINT: FINAL DESTINATION

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmathern@ci.scarborough.me.us. THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: If you received this solicitation from the Town's web site, you must register with the Purchasing Agent to receive subsequent amendments.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in contracting for the pick-up (at various town locations) and drop off (at the Town's designated processing facility) of recyclable materials for the Town of Scarborough's Public Works Department.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town of Scarborough, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

TAX EXEMPT: The Town of Scarborough is exempt from all Federal and State Taxes.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Mike Shaw, Director of Public Works and Keith Matherne, Purchasing Agent.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to

coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

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.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the town, 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 \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.

3. An umbrella policy in the amount of \$400,000 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 \$400,000.

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsible and to reject the bid.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the services offered meets the ITB specifications and/or scope of service and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified

and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PERIOD: From date of award through June 30th 2010, with the option to renew for two (2) additional one (1) year terms under the same terms and conditions, as the original contract. Renewals to be exercised solely by the Town upon sixty-days notice.

CONTRACT PRICES: Contract prices are to remain firm through the duration the contract(s) and the extension or renewal of the contract(s).

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the Town. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SITE INSPECTION: Bidders are encouraged to visit each drop off site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit each drop off site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications and/or scope of services of this ITB.

REPORTING: The successful bidder will submit a monthly recycling report to the Town's Department of Public Works stating the number of hauls for each location, and tonnage hauled by day of the week.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. The Town will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience upon seven (7) calendar days written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder.

The Town of Scarborough reserves the right to accept or reject and all bids when it is deemed in the best interest of the Town.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on October 11th, 2007 to the Attention of Keith Matherne, Purchasing Agent by fax (207 730-4167) or email to kmathern@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

SCOPE OF SERVICES

The Town of Scarborough is seeking bids from responsible individuals, teams, or businesses to pick up and deliver recyclable materials from Town drop off recycling locations and transport them to the Town’s processing facility; **ecomaine**, located at 64 Blueberry Road Portland, Maine 04102. The Town plans to enter into a contract with the successful bidder for a period of three (3) years with two (2) one (1) year options by mutual agreement.

The Town operates four (4) drop-off locations, each operating a number of 30 yard containers and average 1.6 tons per haul. Drop-off locations, number of containers and number of hauls per week at each location in Scarborough as follows:

Drop-Off Location	Number of Containers	Hauls per Week
Wal-Mart 451 Payne Road	1	2
Dunstan School Restaurant 591 US Route One	2	3 - 4
Hannaford Supermarket 31 Hannaford Drive	2	3 - 5
Maine Veterans Home 290 US Route One	4	6 - 8

Citizens have 24 hour access to these centers and they accept the following materials:

- #1 through #7 Plastics (soda bottles, detergent bottles, take out containers, milk and water jugs, butter tubs, yogurt cups)
- Aluminum, tin and Steel cans
- Aluminum foil and aluminum pie tins
- Glass bottles
- Cardboard
- Paperboard (cereal boxes)
- Office paper (both white and colored paper)
- Construction paper
- Newspaper
- Magazines
- Food packaging that does not have food on it (non-greasy pizza boxes)

These locations **DO NOT** accept the following materials:

- Biomedical wastes (needles/sharps)
- Household Hazardous wastes (items that are flammable, toxic, caustic)
- Universal Wastes (fluorescent lights, televisions, computer monitors, mercury containing devices)

- Construction and demolition debris (sheetrock, wood, insulation)
- Metal (both light and heavy)
- Yard wastes (brush, lawn clippings, leaves)
- Appliances
- Household garbage

Each haul shall be on a schedule, however, the successful bidder should also be available for on-call service. All of these materials shall remain the property of the Town until they are unloaded at ecomaine. The containers shall remain the property of ecomaine and are not to be relocated without prior written consent from the Town. The Town reserves the right to change the number of locations, either adding to or closing sites, and to add or delete containers of materials collected at each site.

The successful bidder must furnish satisfactory evidence that they have operated or are presently operating a collection and/or processing business of the type and size described in this document and that they have successfully done so under all conditions prevailing in this geographic area. The successful bidder will have performed this type of service for a minimum of five years. If the bidder has not operated such a system, they must show evidence of sufficient experience in comparable fields or that they employ qualified personnel enabling them to comply with the requirements of the Town.

The successful bidder will be responsible for submitting a monthly report to the Town stating the number of hauls for each container by location by day of the week.

If the successful bidder is responsible for contaminating recyclables, they will be responsible for disposing of such.

All bidders shall provide a list of equipment to be used in hauling operations of recyclable materials for the Town and the list shall include, but not limited to, a description of all vehicles including age and relative condition.

The Town reserves the right to visit and inspect sites and equipment prior to acceptance of proposed bid.

The successful bidder is responsible for notifying the Town's Department of Public Works as soon as possible of any mechanical problems or poor conditions of the containers.

Bidders must be willing to sign a Town of Scarborough issued contract.

BID SCHEDULE

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declare that he, she or they are the only person(s), firm or corporation interested in this ITB as principal; that it is made without connection with any other person(s), firm or corporation submitting a bid for the same.

The UNDERSIGNED hereby declare that they have read and understand all conditions as outlined herein, and that proposal is made in accordance with the same.

The UNDERSIGNED hereby declare that any person(s) employed by the Town of Scarborough, Maine who has direct or indirect personal or financial interest in this proposal, or in any profits that maybe derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Town employee who is related to any officers, employees, principals or shareholders of your firm or you. If in doubt of status or interest, please disclose to the extent known).

The UNDERSIGNED acknowledges the receipt of Addenda (**if applicable**) numbered _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

(PRINT) NAME AND TITLE _____

ADDRESS: _____

DAYTIME PHONE #: _____

TYPE OF ORGANIZATION-INDIVIDUAL, PARTNERSHIP, OTHER, CORPORATION

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX ID/SOCIAL SECURITY NUMBER: _____

PRICE PER HAUL

\$ _____

ITB 0032008 Mailing List

1. Pine Tree Waste
87 Pleasant Hill Rd
Scarborough, ME 04074

2. Corcoran Environmental Services
9 High St
Kennebunk, ME 04043

3. Environ Services, Inc.
18 Gorham Industrial Park Way
Gorham, ME 04038

4. Evergreen Environmental Services, LLC
107 Pleasant Hill Rd
Scarborough, ME 04074

5. Louis Mack Co, Inc.
750 Warren Ave
Portland, ME 04103

6. RW Herrick, Inc.
11 Mills St
Steep Falls, ME 04085

7. Reusable Resources
20 Rigby Rd
Scarborough, ME 04074

8. Troiano's Waste Services
197 Lincoln St
South Portland, ME 04106

9. Reynolds & Sons, Inc.
253 Warren Ave
Portland, ME 04103

10. BBI Waste Industries
1 Valley Ln
Old Orchard Beach, ME 04064

11. Oceanside Rubbish, Inc.
133 Eldridge Rd
Wells, ME 04090