

THE TOWN OF MANCHESTER
REQUEST FOR BIDS
SOLID WASTE MANAGEMENT AND RECYCLING SERVICES

The Town of Manchester requests bids for the furnishing of all materials, labor, tools, and equipment necessary to provide municipal solid waste and recycling collection and disposal service for the designated units within the corporate limits of the Town. We are requesting the proposals for service to begin January 1, 2020 and continue for a period of three (3) years. In the interest of providing the Town an economical alternative to the standard contract period, all Bidders are required to provide proposals for a five (5) year contract period.

Sealed bids will be accepted by the Town Administrator at the Town Office, 3337 Victory Street, Manchester, MD 21102, until 10:00 a.m. on Monday, November 18, 2019. Bids received at that time will be opened and read aloud publicly at that time. Bids received after the closing date and time will be returned to the bidder unopened. A contract will be drawn and the award made within ten (10) working days thereafter, subject to award of the Bid by the Mayor and Town Council at their December 10, 2019 Council Meeting. The Town reserves the right to reject all bids or accept the bid that most clearly meets the Town's needs.

Definitions:

1. Bid - The offer or proposal of the bidder submitted on the prescribed forms setting forth the qualifications, references and cost for the work to be performed.
2. Bidder - Any person, partnership or corporation submitting a bid for the work.
3. Bin - A receptacle to store recyclables at the residential units and Town buildings prior to collection.
4. Bulk Items - Large items of refuse including but not limited to appliances, furniture, "white goods" which cannot be handled by normal municipal waste processing, collection or disposal methods.
5. Commercial Establishment - An establishment engaged in non-manufacturing or non-processing business, including, but not limited to stores, markets, office buildings, restaurants, shopping centers and theaters.
6. Container - A portable device in which the waste is held for storage or transportation.
7. Contract Documents - The contract, including Advertisement for Bids, Request for Bids, Bidders, Written Agreement, Notice of Award, Notice to Proceed, and Addenda.
8. Contract Price - The total monies payable to the Bidder under the terms and conditions of these Contract Documents.
9. Contract Time - The time period stated in the Contract Documents for the completion of the work.
10. Contractor - The person, partnership or corporation with whom the Town has executed the Contract.
11. County - Carroll County, Maryland.
12. Institutional Establishment - An establishment engaged in service, including, but not limited to hospitals, nursing homes, life care communities, care homes, orphanages, schools and universities.
13. Municipal Buildings - Buildings and facilities owned or leased by the Town of Manchester.
14. Municipal Waste - Garbage, refuse, residue and other discarded material, including solid, liquid, semi-solid or contained gaseous materials resulting from residential and municipal activities.
15. Municipal Waste Disposal or Processing Facility - A facility using land for disposing or processing of municipal waste. The facility includes land affected during the lifetime of operations, including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated on-site or contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility.
16. Notice of Award - The written notice of the acceptance of the bid from the Town to the successful bidder.

17. Notice to Proceed - Written communication issued by the Town to the Contractor authorizing them to proceed with the work and establishing the date of commencement of the work.
18. Occupant - Any person who resides in or owns a residential unit.
19. Passbook Savings Account - An account set up as security for the full, complete and faithful performance of the obligations of the Contractor.
20. Pollution - Contamination of air, water, land or other natural resources such as will create or is likely to create a public nuisance or to render such air, water, land or other natural resources harmful, detrimental or injurious to public health, safety or welfare, or to domestic, municipal, commercial, industrial, agricultural, recreational or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other life.
21. Processing - Technology used for the purpose of reducing the volume or bulk of municipal or residual waste or technology used to convert part or all of the waste material for off-site re-use. Processing facilities include, but are not limited to, transfer facilities, composting facilities, incinerators, and resource recovery facilities.
22. Recyclables - Source separated materials that are authorized by the Town to be separated from the municipal waste for the purpose of recycling. For this contract, recyclables include metal, glass and plastic consumer product containers or packaging, newsprint, and cardboard or those items deemed acceptable by the Carroll County Bureau of Solid Waste Recycling Operation.
23. Recycling - The collection, separation, recover and sale or re-use of metals, glass, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste.
24. Residue - Solid and semi-solid refuse such as, but not limited to ash, ceramics, glass, metal and organic substances remaining after incineration or combustion processing.
25. Residential Units - Single family detached, single family semi-detached, single family attached residential housing units, apartments, and condominium units.
26. Sanitary Landfill - A land site on which engineering principles are utilized to bury deposits of municipal waste without creating public health or safety hazards, nuisances or pollution.
27. Storage - The containment of waste on a temporary basis which does not constitute disposal of the waste.
28. Subcontractor - Any person, partnership or corporation having a direct agreement or contract with the Contractor for the performance of a part of the work for the Town.
29. Surety - The corporate body bound with and for the full and complete performance of the contract, and for the payment of all debts pertaining to the work.
30. Town - The Mayor and Council of Manchester, Maryland.
31. Transfer Facility - A facility which receives and temporarily stores solid waste at a location other than the generation site, and which facilitates the bulk transfer of accumulated solid waste to a facility for further processing or disposal.
32. Work - Any and all obligations, duties and responsibilities necessary to produce, all labor, materials, and equipment required to provide the services identified in the RFB.
33. Written Notice - A written communication addressed to the Contractor. It is to be considered delivered and the service thereof completed, when posted by certified or registered mail to the Contractor or his authorized representative.
34. Yard Waste - Shrub cuttings, grass clippings, leaves, and branches no larger than 2" in diameter.

Certain non-residential units exist within the Town and are outside the scope of the RFB. These units include:

1. Commercial Establishments
2. Hotels and Motels
3. Hospitals, Care Homes and Nursing Homes
4. Schools and Colleges
5. Properties with more than two (2) equivalent dwelling units.

Solid waste collection and disposal services for these units are provided by individual private agreements for the above non-residential units and are not a part of the requirements for this RFB.

The requirements are as follows:

1. Service Frequency. One collection per week to be done on Wednesdays. Municipal solid waste and recycling pickups to be scheduled on the same day. The Town's preference is for all pickups to be completed in one day. Each residential unit and Town building must be serviced at a frequency and on days, both to be designated by the Town. Serviced means that municipal waste must be collected, transported, and disposed at a permitted municipal waste disposal or processing facility approved by the Town. Further, the Town is desirous of continuing the collection of recyclables for recycling from the same residential units and Town buildings on a weekly basis. Bidders will be required to bid on the following municipal waste management services to be performed at approximately 1877 residential units and Town buildings in the Town.
 1. Once-a-week municipal waste management and weekly recycling (three years).
 2. Once-a-week municipal waste management and weekly recycling (five years).
2. Holidays. If a regularly scheduled municipal waste or recyclable collection day occurs on an observed holiday, collection must occur no later than the next day after the holiday. The remaining collection schedule for the week may be delayed by one day. In every case each residential unit and Town building must be serviced at the frequency and on those days specified in the contract.
3. Items. All garbage, rubbish, ashes, and trash or anything confined in a plastic bag or properly tied in a bundle, shall be removed, so long as said items are acceptable for disposal in a sanitary landfill.
4. Collection. Municipal waste collection in the Town is restricted to the hours of 7:00 a.m. to 4:00 p.m. Collection will not be allowed in the Town on the observed days for the following holidays: New Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. Municipal waste or recyclables will be placed by the residents of the residential unit along the right-of-way of the street, alley, road or avenue hereafter referred to as the "curbside". All collected municipal waste or recyclables must be removed from the Town by the end of the work day. If the Contractor is unable to collect on the scheduled day, then this route is to be completed on the following day. The Town Administrator or his designee must be notified immediately of the reason for failure to complete the scheduled route.
5. Collection Equipment and Personnel. The bidder must provide adequate manpower and waste collection equipment of sufficient quantity and size to assure the removal of all municipal waste from each residential unit and Town buildings at the contracted frequency. It shall be the responsibility of the Bidder to ensure that all personnel employed by him/her in performance of this contract shall behave courteously to all residents. Use of loud, abusive, indecent or profane language, consumption of alcoholic beverages, use of drugs, lack of use of proper restroom facilities, traffic violations, failure to clean up spillage, or willful damage to municipal waste containers may be sufficient cause for termination of the contract. The bidder must provide the name, business address and telephone number of the persons who will manage and supervise the performance of the contract such as the contract manager, operations supervisor(s). All drivers of collection vehicles must have valid operator's licenses and must be trained to operate such vehicles in congested areas. All personnel must have received training regarding safety and must know how to respond to spills or releases. Collection services shall be made wherever possible without disrupting or halting vehicular traffic in the Town. The collection equipment must be cleaned and well maintained. Equipment noise and engine exhaust smoke must be minimized to prevent nuisances in the Town. Each truck shall also be equipped with brooms and shovels to clean up a spillage which may occur during the loading or transporting of municipal waste. The Bidder must

maintain proper registration on all vehicles used in performance of the contract with the appropriate motor vehicles licensing agency. Equipment must prevent the leakage of liquids onto the right-of-ways of the Town and be enclosed to prevent littering and the attraction or harborage of vectors. The bidder is responsible to clean-up and spills or releases of gasoline, diesel fuel, hydraulic fluids, municipal wastes or any other solid or liquid materials from the collection equipment both in the Town and in transit to the solid waste disposal or processing facility. The spilled or released materials must be cleaned-up on the same day of the spill or release. The Bidder is responsible for any liabilities associated with any spill or release and shall defend and hold harmless the Town in regard to such occurrences.

6. Work Performance. The Bidder shall perform the work in a manner that will not damage any public or private property. Then Bidder shall promptly repair or replace any and all damage caused by it in performing the work.
7. Experience and References. The bidder must provide specific related experiences for the collection and disposal of municipal waste and the collection and processing of recyclables from cities that have a similar demography to the Town of Manchester. The experiences should be for calendar years 2016, 2017 and 2018 (See Bid Form 3). The bidder must provide at least three (3) references that can be asked to confirm the satisfactory performance of the bidder to accomplish the task of collecting municipal waste and recyclables. The bidder is to provide the name of specific persons giving references, the title of the persons and their addresses and telephone numbers.
8. Waste Disposal Services. All municipal waste collected from the Town shall be processed or disposed at a facility which is permitted by a State or County agency with jurisdiction over such solid waste management facilities. Any solid waste management facility used to process or dispose of the municipal waste from the Town shall have adequate engineering controls and shall operate in such a manner as to not cause pollution. If the municipal waste is to be stored at a remote location from the Town, deposited at a transfer station or other processing facility before it is transported for disposal, this fact must be clearly described in the response to the RFB. Recyclables are to be processed differently from the municipal solid wastes. Recyclables shall not be disposed at a landfill without the written approval of the Town. Bidders must demonstrate that they have access to suitable recycling markets to assure the Town that the recyclables are being recovered or reused. Recyclables are not to be stored or managed in such a way to cause a nuisance or pollution.
9. Compliance with Federal, State and Local Laws, Rules and Regulations. The Bidder shall, at its own expense and cost, comply with all applicable Federal, State and Local Laws, rules and regulations. All requests for the RFP will be accompanied by a copy of Chapter 188 of the Code of the Town of Manchester.
10. Units. The quotation shall be on a "per unit" basis for the weekly collection; a bulk charge for the "special collection" days; two (2) weekday collection of Christmas trees; and weekly collections of yard wastes from the first designated day in April through the last designated day in November of each year. The Town shall furnish the successful bidder with a list of actual units to be serviced, prior to the initiation of the contract. This list will be updated as needed and the successful bidder will be compensated for actual units serviced on a prorated basis. All charges to be paid monthly upon receipt of an invoice submitted to the Town. The current number of units for curbside pickup is approximately 1877.
11. Indemnity. Bidder agrees to hold the Town harmless and indemnify it against any and all claims that may arise by virtue of its operation in the collection of garbage or recycling services within the corporate limits of the Town or elsewhere, and agrees to fully indemnify the Town against all claims, demands, losses, lawsuits, or any other obligation of any nature for which the Town may become liable, and further agrees to reimburse the Town for any and all attorney's fees, court costs, expert witness fees, or any other expenses which it may incur as a result of any litigation which may arise, not only by virtue of Bidder's operation in the collection of garbage and recycling services as an Independent Contractor of the Town. It is further agreed between the parties hereto that the Bidder

shall provide labor, materials, and equipment required to perform the services set forth in this agreement, and shall be responsible to pay all charges or obligations which may be made for such services other than the landfill payments set forth in this agreement. It is further agreed between the parties that the Bidder shall not, directly or indirectly in any manner, attempt to pledge the credit of the Town of Manchester, Maryland, or any of its individual elected or appointed officials for the payment of any obligations related to the services provide by the Bidder hereunder or in any other manner.

12. Proof of Insurance. The Bidder shall keep and maintain at all times during the life of this agreement general business liability insurance, which shall include insurance for personal injury and property damage liability for the vehicles operated by it, as well as other general business liability insurance to insure against any and all claims which may arise by virtue of its operations pursuant to the terms of this agreement. The Bidder agrees to submit and maintain at all times a certificate of insurance containing the policy or binder number, name of insurance company, limits of liability, and types of insurance, and to maintain the same on file with the Town at all times. In addition to the insurance contemplated in this paragraph, Bidder agrees to submit a certificate of insurance containing the policy or binder number, name of insurance company, and any limits of liability, or in lieu thereof, an appropriate certificate, indicating that it has Worker's Compensation Insurance in compliance with the laws of the State of Maryland. The minimum limit for general business liability insurance, which shall be acceptable to the Town during the terms of this agreement, shall be \$1,000,000, which said limit shall also be included as an insurance requirement for the personal injury and property damage liability insurance on the vehicles to be operated by the Bidder in the performance of the services contemplated in this agreement. The Mayor and Council of Manchester, its employees and agents shall be named as an additional insured on all insurance policies. The Town shall be furnished with satisfactory evidence that the foregoing insurance is in effect within ten (10) days after written Notice of Award is given the Bidder and the Town shall be notified thirty (30) days prior to the cancellation or material change of any such coverage.
13. Documentation. The successful bidder shall be required to furnish the Town and County a monthly statement of the amount (in tons) of municipal solid waste and recyclable materials disposed of. This statement shall separately describe municipal solid waste and recyclable amounts. The bidder is required to provide proof on a monthly basis that the municipal wastes and recyclables collected from the Town are processed or disposed or recycled at the facility(s) designated in the response to the RFB. The municipal waste records are to be maintained separate from the recyclables records. The Town Administrator may require such documentation as deemed necessary to insure compliance including, but not limited to, the following: Weight tickets, manifest, itemized invoices from the facility(s), load receipts, written certification from the facility(s).
14. Bulk Pickups. In addition to the regular weekly pick-up, there shall be one (1) scheduled "special bulk pick-up" in each of the following months: April and October of each year. These "special" pick-ups are for items too large or impossible for bagging, such as, old appliances, furniture, etc. The town will be responsible for all advertising and notifications.
15. Yard Waste Pickups. In addition to the regular weekly pickups, there may be once weekly pickups of yard wastes (lawn clippings, leaves, small branches) during the months of April through November for each year.
16. Christmas Tree Pickups. In addition to regular pickups, there may be a curbside collection of disposed Christmas trees on two (2) weekdays in January following Christmas Day each year during the term of the contract.
17. Bid Forms. All bid information, including bid amounts must be provided on the attached bid forms. All information must be legibly written or typed in without the use of white-out, cross-outs, or erasures. Blank forms may be copied to provide additional information to support the Bid. Duplicates of any bid form should be placed in the appropriate sequence and numbered.

18. Termination and Renegotiation. In the event an agency having jurisdiction should require a change in the method of solid waste disposal and thereby increase or decrease the cost of operations, the Contract may be terminated by either party, giving sixty (60) days written notice. However, the Town reserves the right to renegotiate the Contract with the Contractor.
19. Passbook Savings Account. The successful bidder shall place in a Passbook Savings Account the amount equal to the total for 4 weeks of complete solid waste, re-cycling and dumpster pick-up for the Town of Manchester. This passbook savings account will be placed in a Bank determined by the Town, in the name of the Town of Manchester. This passbook savings account will serve as security for the full, complete and faithful performance of the obligations set forth by this contract. At the completion of the 3 or 5 year term, the principle amount along with any interest that has accrued will be returned back to the successful bidder.
20. Backcharges. It is expressly agreed between the Town and the Bidder that in the event the Town becomes liable or obligated under any obligation resulting from any breach of this agreement on the part of the Bidder or upon any negligence which may be caused by the Bidder, that the Town, after having reviewed any claim for backcharges and being satisfied that the same are appropriate, may deduct the same from the next payment or payments to be made to the Bidder and may thereafter reimburse the same unto the person or persons claiming the same. It is the intention of the parties hereto that the Town, upon receipt of any claim or claims arising out of damage in the handling of any receptacles or other property of any person may be handled by the Town by a deduction of the same from the next payment or payments due the Bidder and a reimbursement to the injured person or entity.
21. Assignment. It is further agreed between the parties hereto that the Bidder shall not assign or subcontract this agreement or any portion of the work or services contemplated therein without the written consent of the Town. Such consent shall not be unreasonably withheld. In the event that such consent shall be obtained, Bidder shall remain liable for the full and complete performance of this agreement for the remainder of its term. Any assignment or subcontracting of the obligations pursuant to this agreement without the written consent of the Town shall be null, void, and of no legal effect.
22. Default. In the event of default by the Bidder in the performance of its obligations under the terms of this agreement, the Town shall, in addition to all other rights and remedies which it may have, both legal and equitable, the right to suspend or terminate payments to Bidder pursuant to the provision of this agreement. Upon default by the Bidder, and in addition to the rights the Town may have as herein mentioned, the Town shall have the right to engage such other contractors to perform the services set forth in this agreement, and the Bidder shall be liable for any and all such costs and expenses associated with such default, including damages, legal fees, court costs, expert witness fees and any and all other expenses in any manner related to such default.
23. Quality Control Standards. (a) All containers are to be emptied, lids replaced and containers set upright at each pickup site. More than three (3) occurrences not meeting the above standards will result in a \$25.00 fee per occurrence to the Bidder. (b) Any trash spill on any Town street will be cleaned up within four (4) hours of occurrence. (c) Containers not picked up must be identified by a tag, with reason, and the Town Office notified before the Bidder leaves the Town.
24. Examination of Contract Documents and Site. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect the cost, progress or performance of the Work.
25. Bid Submittal. One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, his address, and in bold print "**BID ENCLOSED – MANCHESTER SOLID WASTE CONTRACT**". If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in a separate mailing envelope.

**THE TOWN OF MANCHESTER
BID FORM NO. 1
THREE YEAR PROPOSAL**

A. Total cost per unit per year for once-a-week curb-side collection of municipal waste and recyclables from approximately 1,877 units on Wednesdays, between January 1 2020 and December 31, 2022 as follows:

2020 \$ _____ 2021 \$ _____ 20122 \$ _____

B. Total cost for the "bulk pick-up" in the months of April and October for calendar years 2020 through 2022.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____

C. Cost per dumpster pickup for designated municipal locations between January 1, 2020 and December 31, 2022 as follows:

2 YARD CONTAINER

2020 \$ _____ 2021 \$ _____ 2022 \$ _____

8 YARD CONTAINER

2020 \$ _____ 2021 \$ _____ 2022 \$ _____

THE FOLLOWING MAY BE SUBJECT TO AWARD:

D. Total cost for the two annual pickups of disposed Christmas trees on a weekday in January following each Christmas Day.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____

E. Total cost per unit for weekly yard waste pickups on a mutually agreed upon day, April through November each year.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____

Bidder's Initials _____

Grand Total \$ _____

**THE TOWN OF MANCHESTER
BID FORM NO. 2
FIVE YEAR PROPOSAL**

A. Total cost per unit per year for once-a-week curb-side collection of municipal waste and recyclables from approximately 1,877 units on Wednesdays, for calendar years 2020 through 2024.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____ 2023 \$ _____ 2024 \$ _____

B. Total cost for the "bulk pick-up" in the months of April and October for calendar years 2020 through 2024.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____ 2023 \$ _____ 2024 \$ _____

C. Cost per dumpster pickup for designated municipal locations for calendar years 2020 through 2024.

2 YARD CONTAINER

2020 \$ _____ 2021 \$ _____ 2022 \$ _____ 2023 \$ _____ 2024 \$ _____

8 YARD CONTAINER

2020 \$ _____ 2021 \$ _____ 2022 \$ _____ 2023 \$ _____ 2024 \$ _____

THE FOLLOWING MAY BE SUBJECT TO AWARD:

D. Total cost for the two annual pickups of disposed Christmas trees on a weekday in January following each Christmas Day.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____ 2023 \$ _____ 2024 \$ _____

E. Total cost per unit for weekly yard waste pickups on a mutually agreed upon day, April through November each year.

2020 \$ _____ 2021 \$ _____ 2022 \$ _____ 2023 \$ _____ 2024 \$ _____

Bidder's Initials _____

Grand Total \$ _____

**THE TOWN OF MANCHESTER
BID FORM NO. 3**

The names, addresses and telephone number of persons who will manage and supervise the performance of the contract such as the contract manager, operations supervisor(s).

NAME	ADDRESS	TITLE

Provide the name, title address, and telephone number of at least three (3) references that can be asked to confirm the satisfactory performance of the bidder to accomplish the work of collecting and disposing of waste and collecting recyclables.

NAME	TITLE(if any)	ADDRESS	PHONE NO.

**THE TOWN OF MANCHESTER
BID FORM NO. 4**

The name, address and telephone number of the facility(s) that will store, process or dispose of the municipal solid waste and the facility(s) that will receive the recyclables from the Town must be provided.

NAME	ADDRESS	PHONE NO.

**THE TOWN OF MANCHESTER
BID FORM NO. 5**

The bidder declares that the only person(s), partnership(s), or corporation(s), that has or have any interest in this bid or in the contract proposed to be taken, is or are the undersigned; that this is made without any connection or collusion with any person, partnership or corporation making a bid for the same work that the attached RFB and form of contract therein referred to 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 is proposed and agreed, if the bid is accepted, to contract with the Town of Manchester, in the form of contract hereto attached, to do the required work in the manner set forth in the RFB.

I/We proposed to furnish all equipment, materials and labor, requisite and proper, and to provide all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above-mentioned work in the manner set forth, described and shown in the RFB and within the time specified in the RFB for the above lump sum(s).

If this bid is accepted by the Town of Manchester and the undersigned shall refuse or neglect, within ten (10) days after receiving the contract for execution, then said Town of Manchester may at its option, determine that the bidder has abandoned the contract, and thereupon the bid and the acceptance thereof shall be null and void.

Proposals once submitted may not be withdrawn for a period of ninety (90) days after the date of opening the bids.

The bidder or bidders must sign here, and the address of each must be given. In the case of partnerships, the partnership's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and duly attested by its secretary or other authorized officer.

Bidder, Partnership or Corporate Name

Mailing Address

City State Zip

ATTEST:

Signature

Title Date

By: _____

Bidder, Partnership Member or
Corporate Officer Signature

Title Date