



CITY OF SOUTH PORTLAND

Requests for Proposals

MUNICIPAL SOLID WASTE (MSW) AND RECYCLABLE MATERIAL FULLY OR SEMI AUTOMATED CURBSIDE COLLECTION SERVICE

Requests for proposal for Municipal Solid Waste (MSW) and Recyclable Material Fully or semi automated Curbside Collection Service that is compatible with the existing cart system, for the City of South Portland, as specified below, in the attached General Specifications, Proposal, Supplemental Specifications, and Contract, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until Wednesday, March 31, 2021, at which time they will be publicly opened and read aloud. Proposals received after that time, and date, shall not be accepted.

Applicants shall submit, on the attached form, in sealed envelopes, plainly marked "RFP #27-21 for MSW and Recyclable Material Fully or Semi-Automated Curbside Collection Service" and shall be addressed to the Purchasing Agent, at the above address. Applicants are requested to submit one original and one copy.

Questions regarding the work specifications may be directed to Doug Howard at 767-7635 or dhoward@southportland.org.

Applicants must attach a separate sheet, to his proposal, listing any deviation, from the minimum specifications shown. If no attachment is provided, it will be assumed that the service being proposed meets the minimum specifications.

If the service offered by an applicant, under the attached specifications meets the specifications, except for minor factors, and if it shall be determined by the City that these minor variations, from the specifications, do not prevent the service being proposed from performing as satisfactorily or from being as good a service, fully meeting these specifications, then these minor variations, from the specifications, may be waived by the City, if it deems it to be to its advantage, and the service, with the waived variations, in specifications, will be accepted, as fully meeting these specifications.

The successful applicant shall maintain a presence in the Greater Portland area, to provide timely service, to the City as required.

If your business is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, you must include with your bid, proof from the Maine Secretary of State's office that you are qualified to do business in the State of Maine.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days, following completion of work and receipt of bills, for all work covered by the contract. In submitting proposals, under attached specifications, applicants should take into consideration all discounts, both trade and time allowed, in accordance with, the above payment policy. All applicants should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland reserves the right to waive all informalities in proposals, to accept any proposal, or any portion thereof, or to reject any or all proposals should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this contract shall be governed by the City's purchasing ordinance.

Colleen C. Selberg, Purchasing Agent

Mailing address: P.O. Box, 9422, South Portland, ME 04116-9422
Telephone (207) 767-3201 Fax (207) 767-7620

CITY OF SOUTH PORTLAND

GENERAL SPECIFICATIONS

The City of South Portland, Maine, herein called the "City, invites proposals, on the attached forms, which must be appropriately filled in.

The City may consider informal any proposal not prepared and submitted, in accordance with the provisions hereof, and may waive any informality in, or reject any and all proposals. Any proposal may be withdrawn, prior to the scheduled time for the opening of the proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No applicant may withdraw a proposal, within sixty (60) days, after the actual date, of the opening thereof.

PREPARATION OF PROPOSAL

Proposals must be submitted, on the actual form, of proposal furnished herewith and all information must be filled in, before proposal can be considered, for award. All blank spaces for proposal prices must be filled in, in ink, in figures, with the unit price, for the item or the lump sum, for which the proposal is made.

Proposals shall contain no recapitulation of the work to be done. Each applicant is required to state, in his proposal, his name and place of residence; the names of all persons interested with him; and that it is made, without any connection with any other person making any proposal, for the above work.

All proposals must be submitted in sealed envelopes, bearing on the outside, the name of the applicant, his/her address, and the name of the project, for which the proposal is being submitted. If forwarded by mail, the sealed envelope containing the proposal and marked, as directed above, must be enclosed in another envelope addressed, as specified, in the proposal form and preferably, by "registered mail".

At the time of the opening of proposals, each applicant will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract documents, including all addenda. The failure or omission of any applicant to examine the site or to receive any form, instrument, or document, shall in no way relieve any applicant, from any obligation in respect to his proposal.

The Contractor shall make his proposal, from his own examinations and estimates, and shall not hold the City, its agents, employees or independent engineer or his agents, hired by the City, responsible for, or bound by any schedule. If any error in any plan, drawing, specification or direction, relating to anything to be done under this contract, comes to his knowledge, he should report it at once, to the City.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified project, must be included in the proposal, by the applicant.

QUALIFICATION OF APPLICANTS

The City may make such investigation, as it deems necessary, to determine the ability, of the applicant, to perform the work, and the applicant shall furnish, to the City, all such information and data, for this purpose, as the City may request. The City reserves the right to reject any proposals, if the evidence submitted by, or investigation of, such applicants fails to satisfy the City, that such applicant is properly qualified to carry out the obligations, of the contract, and to complete the work contemplated therein. Conditional proposals will not be accepted. The City may require pre-qualification data, from bidders unknown to it.

BID SECURITY

A deposit of 5% of the amount of proposal must accompany each proposal. This may be a properly certified check or a bid bond. Checks shall be made payable to the City of South Portland and will be deposited in its account. Such deposits will be returned to applicants, within a reasonable amount of time, after signing of contract. **Failure to provide proper deposit with proposal will result in rejection of submitted proposal.**

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any applicant orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent, City of South Portland, P.O. Box 9422, South Portland, ME 04106, and to be given consideration, must be received at least five (5) days, prior to the date fixed, for the opening of proposals. 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 applicants, at the respective addresses furnished for such purposes, not later than one (1) day, prior to the date fixed, for the opening of proposals. Failure of any applicant to receive any such addendum or interpretation shall not relieve any applicant, from any obligation, under his proposal, as submitted. All addenda so issued shall become part of the contract documents.

AWARD OR REJECTION OF PROPOSALS

The contract will be awarded, to the lowest responsible proposal, complying with the conditions of the Request for Proposal, provided his proposal is reasonable and it is in the interest of the City, to accept it. The applicant, to whom the award is made, will be notified, at the earliest possible date. The City, however, reserves the right to reject any and all proposals and to waive any informality in proposals received, and to accept any proposal whenever such rejection, waiver, or acceptance is in the interest of the City. The City also reserves the right to reject the proposal, of an applicant who has previously failed to perform properly, or complete "on time contracts" of a similar nature, or a proposal of a applicant, who is not in a position, to perform the contract. To better ensure fair competition, and to permit a determination of the lowest proposal, proposals obviously unbalanced, may be rejected, by the City, at its discretion.

AGREEMENT/CONTRACT

The successful applicant will be required to sign a standard City contract. See attached Agreement.

PERFORMANCE AND PAYMENT BONDS

If the contract price is \$10,000.00 or more, the successful applicant shall provide a performance bond and a labor and material payment bond each, in the full amount of the bid. If the contract price is greater than \$1,000.00, but less than \$10,000.00, the Director of Finance shall require surety in such form and amount, as he deems necessary.

INSURANCE

The successful applicant shall agree, to save the City harmless, from all losses, costs, or damages caused by his acts or those of his agents; and will provide a certificate of insurance for Public Liability and Automobile Liability coverage, in the amount, of not less than \$1,000,000.00, combined, single limit for personal or bodily injury, death, and property damage, protecting the contractor and the City, from all such claims, and Worker's Compensation Insurance. The City disclaims any and all responsibility for

injury to contractors, their agents or others, while examining the job site, or at any other time. See Section 8, of attached Agreement, for detailed insurance requirements.

EXEMPTION FROM SALES TAX

Materials and equipment purchased, for permanent installation, in this project, will be exempt from the State sales tax. Each applicant shall take this exemption into account, in calculating his proposal price, for the work.

PERMITS AND LICENSES

All permits and licenses necessary, for the prosecution of the work, shall be secured and paid by the applicant.

MATERIALS AND APPLIANCES

The successful applicant shall furnish all labor, materials, and equipment necessary to do this work, as specified, in a workmanlike and orderly manner; and all work shall be performed, in accordance with the best trade practice.

GUARANTEE OF LABOR, MATERIALS AND EQUIPMENT

Applicants must guarantee to replace or repair, at no cost or expense, to the City, all work, materials, and fixtures that prove to be defective, at anytime, during the period of one (1) year, from the date of completion of work, under this bid.

PROTECTION AND RESTORATION OF PROPERTY

All waste material shall be removed, from the site and area left clean, upon completion of work. Any equipment or building structure damaged, by successful bidder, shall be repaired or replaced, to the satisfaction of the owner.

STATUTORY REQUIREMENTS IN GENERAL

All work, to be furnished to the City, shall be performed, with equipment, methods, and use of personnel, in conformance with the pertinent Occupational Safety and Health Act Requirements, of all existing and future State and Federal laws.

1.0 SCOPE OF WORK:

It is the intent of these Contract Documents, to require the complete and satisfactory curbside collection, of South Portland's residential MSW and recyclable materials, as well as the collection and transportation of MSW and recyclables, from South Portland's publicly owned buildings.

The proposal requests the entire cost, for each year, of a five (5) year contract, for the collection of MSW and recyclable materials, as well as a possible renewal for two additional years at the discretion of the City, which will be based on performance evaluations and market conditions.

The work consists of providing the existing standard, municipal, curbside, MSW and recyclables collection, for the City of South Portland, on a four (4) day schedule (Tuesday-Friday) and transportation of the MSW and recyclable material to ecomaine, in Portland.

The City of South Portland plans to evaluate the feasibility, cost, and impact of a Pay-as-You-Throw program for residential waste. Pending the results, the City may move forward with a Pay-as-You-Throw system within the next 5 years of this contract, using either a variable rates or container-based system. Proposals should take this into consideration.

1.1 QUALIFICATIONS OF APPLICANTS:

No agreement shall be awarded, to any applicant who, as determined by the City, 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 applicants, hereunder, must furnish satisfactory evidence, to the City, that they have operated, presently operate, or have the ability to operate, a municipal collection service, including collection of recyclables and MSW and are familiar with all weather conditions, prevailing in this area. Applicants, 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 City. The list of communities shall include length and type of contract, name, and size of municipality, and name of a 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 shall (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 applicants shall be required to demonstrate, to the satisfaction of the City, 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, 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 City.

1.2 INVENTORY OF EQUIPMENT:

Applicants, proposing to collect and transport MSW and municipal recyclables, shall supply, with their proposal, 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 so 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 Proposal.

All equipment must be in good working order and have no fluids leaking from the equipment into the City streets or rights of ways.

1.3 APPLICANT RESPONSIBLE TO LEARN LOCAL CONDITIONS:

Applicants are cautioned to examine carefully the conditions affecting the collection and transportation of MSW and recyclables, and to acquaint themselves with the quantity and character, of the material, to be handled, under this Contract.

In the City of South Portland, single-family homes and apartment buildings, with four or fewer units, and a few condo associations, are eligible for curbside, MSW and recyclable collection service. The population of South Portland is approximately 25,000 and there are approximately 8,800 dwelling units. The total number of collection stops per week is approximately 8,000. The annual weight of Municipal Solid Waste (MSW) collected is (See Attached History).

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

MSW and Recyclable collection service for South Portland's publicly owned buildings may be operated, as a dedicated run, if desired by the Contractor, (i.e. MSW and recyclables may be collected from the listed buildings only or included with other City of South Portland recyclables and delivered to the ecomaine Facility in Portland). MSW and Recyclables collected from South Portland's publicly owned buildings may be mixed with South Portland's residential MSW and recyclables. Any MSW and recyclable material shall be delivered to the ecomaine Facility, in Portland. It should be noted that only City MSW and recyclables shall be included in this run. No MSW or recyclables shall be collected, from any establishment, other than those described, in this Contract. Under this Contract, "recyclables" shall be defined as any material, collected from buildings listed, in this Contract or recyclables collected, from any establishment, specifically directed, by the Director of Public Works, or his Designee.

MSW and recyclables from South Portland shall not be mixed with material from entities outside South Portland or any other location, except as provided by these Contract Documents.

It shall be the responsibility, of the Contractor, to adhere to all applicable sections, of the South Portland'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 MSW and recyclable material, that is placed at the curb each week and that is covered by these Contract Documents.

In addition, City Buildings shall receive the following collection services:

City Hall, Planning and Code (in one building), and Water Resource Protection: Collection once per week, of curbside MSW and recyclables.

Library, Branch Library, Community Center, and Redbank Community Center: Collection of MSW recyclables, once per week.

Public Safety Building: Collection once per week, of curbside MSW and recyclables.

Fire Department Buildings: Collection once per week, of curbside MSW and recyclables.

Municipal Services Facility: Collection once per week, of curbside recyclables.

1.4 WORK TO BEGIN:

Upon acceptance of the proposal, by the City, the general collection of recyclables shall begin, on July 1, 2021 or as soon as possible following contract signing. . All applicants 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 City of South Portland, through the Public Works Director or his designee, 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 Director. Decisions of the 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 City shall forward payment, within 30 days of receipt of invoices, for work completed.

1.6 COLLECTION PROCEDURES:

A. Definitions:

- 1) City - shall mean the City of South Portland, a body corporate, and politic of the State of Maine, and shall include all streets and ways, and all buildings and improvements, within the City boundaries, as set forth, on an official map filed in the office of the City Clerk.
- 2) Recyclables - shall mean all acceptable material, for which the City accepts the responsibility for collection; transportation and which may be processed, as recyclables, according to eomaine Policy.

- 3) Collection days route - shall mean the scheduled MSW and recyclable collection patterned, for any particular calendar day, provided said schedule has been pre-determined, by the Contractor and approved by the Director of Public Works, in accordance with the terms and conditions of these Specifications.
- 4) Holiday for South Portland - shall mean national holidays recognized and observed by selected Contractor. (When a holiday is observed on a "normal collection day", and the contracted service is for a 4-day collection schedule, the MSW and recyclables collection, for that day, that week, will be collected the following Saturday, and appropriately advertised, by the City, in advance.)
- 5) Storm day for South Portland - shall mean any "normal collection day" that is cancelled, due to weather, by the City. Storm cancellations are made by 5:30 a.m., the day of the event. Notification to Contractor and all media venues occurs by 6:00 a.m. If there has been no notification, there is no cancellation/postponement. Whenever MSW is cancelled for a particular day, due to a storm occurrence, so will recyclables collection. Whenever MSW is postponed to a Saturday collection, so will recyclables collection.
- 6) MSW- Shall mean Municipal Solid Waste

B. Standard Curbside Collection:

- 1) Collection procedures shall be as stipulated, by the City's Code of Ordinances and the Director of Public Works.
- 4) No collection will be required, from inside any building.
- 5) MSW and Recyclables shall be placed at the curb, no later than 7:00 A.M., prevailing time, on the day of collection, and the Contractor shall not commence collections, until that time. Collections shall end no later than 8:00 pm.
- 6) Vehicles used for collection shall be vehicles designed and manufactured, for fully or semi-automated curbside collection compatible with the current carts that are being used and must be approved by the City. The MSW and recyclables that are collected shall be delivered to the ecomaine Facility, in Portland. The vehicles must have the capability of unloading at the ecomaine Facility. No scavenging shall be performed, or permitted along the streets and all MSW and recyclables, dropped in handling, shall be picked up, by the Contractor's employees. Furthermore, the Contractor agrees that the MSW and recycling body of the truck will be frequently emptied, to prevent MSW or recyclables and other litter from being deposited, or blown, from the collection hoppers, into the travel way or environment.
- 4) No truck shall be emptied or partially emptied or load transferred, in any street, in the City or in any other place, within the City boundary, except the ecomaine Facility or other facility approved, by the Public Works Director.
- 7) If in the opinion of the Contractor or any of his employees, that the recyclables, at any particular house, should not be collected, because of a violation, of the conditions of collection, as set forth herein, 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 Department, in South Portland. The Public Works Director, or an authorized designee, may also notify the Contractor of consistent recycling violations and together, the City and Contractor will coordinate a process by which carts are tagged based on the contamination in effort to bring the violations into compliance.

- 8) All MSW and recyclables collected, pursuant to these Specifications, shall be collected by vehicles, which shall be emptied and void of all MSW and recyclables or other material, prior to the commencement of a day's collection route. No out-of-town waste, commercial waste, MSW or recyclables, from any non- City organization shall be admixed, with City recyclables, by the Contractor.
- 9) All MSW 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 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 City Ordinances, relating to the collection and transporting of recyclables.
- 10) The City, after consulting the Contractor, shall be responsible for placing newspaper advertisements, notifying the public of the holiday collection schedule.
- 11) Curbside recyclables shall be collected, on a weekly basis, unless otherwise specified, in these Contract Documents.
- 12) All customer service calls will be directed to the Contractor's Customer Service department, unless the City needs to be involved.
- 13) If a call comes in from a resident, to the Contractor's Customer Service department, stating that a stop was missed, the call will be dispatched to be collected that same day, or first thing the following day, if it is too late that day, to dispatch. Generally, "too late" would be considered "any call after 1:00 p.m.". If it is clear, from the discussion with the resident, that the container was not curbside by 7:00 a.m., in accordance with City Ordinances, then they may be told that they will have to wait, until the following week. If the resident states that it was out, we will expect dispatching of the pickup.
- 14) The MSW and recycling containers will be provided by and delivered, to the residences, by the City. South Portland's containers are hunter green and recycling containers are blue
- 15) The Contractor shall be required to assist the City, in the public awareness aspect, of the program to include, but not be limited to, development of brochures, print advertising, electronic media advertising, etc. The cost of advertising and brochures and delivery of brochures will be the City's responsibility.
- 16) The Contractor shall transport the items collected, from South Portland, to the ecomaine Recycling Facility, where the items shall be placed into the appropriate location, by the Contractor, as stipulated by ecomaine. The items will then be processed and marketed by ecomaine.

1.7 DIRECTION:

The operation of collecting MSW and recyclables shall be administered, under the direction of the Department of Public Works. The Contractor shall employ a sufficient number of employees, to efficiently do the work. The Contractor shall immediately rectify all complaints of operation, received by the Public Works Department or the Contractor.

1.8 SPECIAL CONDITIONS TRANSPORT TO ULTIMATE DISPOSAL SITE:

All MSW and recyclables collected, under the terms of this Specification, shall be transported to the ecomaine Facility, in Portland. MSW and Recyclables shall be transported to ecomaine during regular operating hours Monday through Saturday. 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.

1.9 DISPOSAL FEES:

All fees for disposal now, or within the Contract period, and any extension thereof, shall be paid by the City,

2.0 RENEWAL OF CONTRACT:

If South Portland elects to extend the Contract, at the end of the fifth year, the City 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 sixth and seventh year, to reflect the percentage increase in the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U) for the City 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 sixth year shall be based upon the percentage increase, in the CPI-U, from July, 2011, to June, 2012. The rate increase for the seventh year shall be based upon the percentage increase, in the CPI-U, from July, 2012, to June, 2013.

2.1 INSURANCE REQUIRED:

The Contractor shall furnish proof, of adequate insurance coverage, of the types, and to the limits, specified in Section 8, of the attached Agreement. Certificates of such insurance shall be filed, with the Purchasing Agent, within fourteen (14) days following notification of the Bid Award. **It is a requirement that the "CITY OF SOUTH PORTLAND" be named as an Additional Insured on the General Liability and Automobile Liability policies. Not certificate holder.**

WORKER'S COMPENSATION

The Contractor shall purchase and maintain, during the life of this Contract, Worker's Compensation Insurance, for all employees employed, in the course of performing services, under this Contract 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 City of South Portland, from all claims legal or equitable, including court costs and reasonable attorney's 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 Director, insurance, as specified below, and in such form as shall protect the City of South Portland, 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 City of South Portland 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 \$500,000, on account of one occurrence and \$500,000 aggregate limit.
2. For liability for property damage \$500,000, on account of any one occurrence and \$500,000 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 City of South Portland 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 City, before operations may begin. Certificates shall make no claims against the City of South Portland 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 City harmless from any claims so made and to indemnify the City, its officers, employees, agents, and servants, from all claims legal or equitable, including court costs and reasonable attorney's 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 \$300,000, for each occurrence, and a minimum limit of liability, for property damage, in the amount of 450,000/\$100,000, aggregate.

2.2 MODIFICATIONS TO COLLECTION ROUTES:

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

2.3 O.S.H.A. REGULATIONS

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

2.4 BID SECURITY AND PERFORMANCE AND PAYMENT BOND:

BID SECURITY

A deposit of 5%, of the amount of proposal must accompany each proposal. This may be a 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 City of South Portland, and will be deposited, in its account. Such deposits will be returned, to applicants, within a reasonable amount of time, after signing of contract.

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

If the successful applicant fails to sign and return the contract, with the required certificate of insurance and performance bond, within 14 days, after notification, by the City, that it is ready for signature, the proposal

will lapse, at the election of the City, and the proposal deposit shall be forfeited and retained, by the City, as an agreed amount of liquidated damages. Should any applicant withdraw their bid, prior to contract signing, the City, as an agreed amount of liquidated damages, will retain the deposit.

PERFORMANCE AND PAYMENT BONDS

If the contract price is \$10,000.00 or more, the successful applicant shall provide a performance bond and a labor and material payment bond, each in the full amount of the bid. If the contract price is greater than \$1,000.00, but less than \$10,000.00, the Director of Finance shall require surety, in such form and amount, as he/she deems necessary.

2.5 ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any applicant orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent, City of South Portland, P.O. Box 9422, South Portland, ME 04106, 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 applicants, 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 applicant to receive any such addendum or interpretation shall not relieve any applicant, from any obligation, under their proposal, as submitted. All addenda so issued shall become part of the contract documents.

2.6 AWARD OR REJECTION OF BIDS:

The contract will be awarded, to the lowest responsible applicant, complying with the conditions of the Request For Proposals, provided his bid is reasonable, and it is in the interest of the City, to accept it. The applicant, to whom the award is made, will be notified, at the earliest possible date. The City, however, reserves the right to reject any and all proposals, and to waive any informality in any proposal received, and to accept any bid, whenever such rejection, waiver or acceptance, is in the interest of the City. The City also reserves the right to reject the proposal of an applicant, who has previously failed to perform properly or complete "on time contracts", of a similar nature, or a proposal of an applicant, who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest applicant, proposals obviously unbalanced, may be rejected by the City, at its discretion.

2.7 QUESTIONS:

Any questions may be directed to Doug Howard, Public Works Director at 207-767-7650. Or dhoward@southportland.org

CITY OF SOUTH PORTLAND

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, by and between the CITY OF SOUTH PORTLAND, a municipal corporation, existing under the laws of the State of Maine, and located in the County of Cumberland, State of Maine, (hereinafter "CITY"), and _____, (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work, shown on the drawings and described in the specifications entitled: Bid #27-21 Recyclable Material Curbside Collection Service, which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required, by this Agreement, the Special Provisions of the Agreement, the Specifications, and the Drawings in return for payment, as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced, by _____ and fully completed, on or before _____.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR, for the performance of the Agreement, the sum of \$_____.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish, to the CITY, at the time of the execution of this Agreement, a performance bond and a labor and material payment bond, each in the amount of \$_____ executed by a surety company, satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials, for a period of one (1) year, from the date of the CITY's written acceptance, of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary, for the prosecution of the work, shall be secured and paid, by the CONTRACTOR.

CITY’S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY, when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the

CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method, it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment, until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation, for additional architectural, managerial, and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference, to the CITY.

CONTRACTOR’S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work, under this Agreement, until he has obtained all insurance required, under this paragraph and the CITY has approved such insurance. Nor, shall the CONTRACTOR allow any subcontractor to commence work, on his subcontract, until all similar insurance required of subcontractor, has been so obtained and approved. **It is a requirement that the “CITY OF SOUTH PORTLAND” be named as an Additional Insured on the General Liability and Automobile Liability policies. Not certificate holder.**

(a) Commercial General Liability, to include products and completed operations, and blanket contractual.
The limits
of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower-tier contractors to maintain business automobile liability insurance, covering all owned, non-owned, leased, rented, or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile, physical damage coverage shall be, at the option of the CONTRACTOR, all sub-contractors, and lower-tier contractors. The CITY shall not be liable for physical loss, or damage to any owned, non-owned, leased, rented, or hired automobile.

(c) Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower-tier contractor's to maintain Workers' Compensation and Employers Liability, in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory
Coverage B: \$100,000/\$500,000/\$100,000

(d) Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay, on their behalf, whatever amounts may become legally required to pay, on account of an error, omission, or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement, that this policy be maintained for a period of three (3) years, following completion of the project.

- (e) Certificates of Insurance, of the types, and in the amounts required, shall be delivered, to the CITY, prior to the commencement of any work, by the CONTRACTOR, subcontractor, or lower-tier contractor or any person or entity working, at the direction, or under control, of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility, to confirm insurance coverage, for all sub-contractors, or lower-tier contractors, who will participate in the project.
- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice, to the CITY of cancellation, non-renewal, or material change, in coverage or form.
- (g) It is recommended that the CITY be named as an Additional Insured, on the General Liability and Automobile Liability policies.
- (h) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers, and employees, from all suits, actions or claims of any character brought, because of any injuries or damage received or sustained, by any person, persons, or property, on account of the operations, of the said CONTRACTOR; or, on account of, or in consequence of, any neglect, in safeguarding the work; or through use of unacceptable materials, in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered, from any infringements or patent trademark, or copyright; or from any claims, or amounts arising or recovered, under the "Workmen's Compensation Act", or of any other law, ordinance, order, or decree; and so much of the money, due to the said CONTRACTOR, under and by virtue of his/her contract, as shall be considered necessary, by the CITY, for such purpose, may be retained; or in case no money is due, his surety may be held, until such suit or suits, action or actions, claim, or claims, for injuries or damages, as aforesaid shall have been settled and suitable evidence, to that effect furnished, to the CITY.

(i) Waiver of Subrogation

Payment of any claim or suit, including any expenses incurred, in connection therewith, by the CITY, or any insurance company, on behalf of the CITY shall not constitute a waiver of subrogation, against the CONTRACTOR, sub-contractors, or any lower-tier contractor, in the event that such claim or suit was caused by or contributed to, as a result of the negligent acts, of the CONTRACTOR, any sub-contractors, or lower-tier contractors.

(j) Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY, from the payment of any sum or sums of money, to any person, whomsoever on account of claims or suits, growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors, or in any way attributable, to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions, and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation, and defense. It is the intention of this paragraph, to hold the CONTRACTOR responsible, for the payment of any and all claims, suits, or liens, of any nature character, in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable, under the provisions of this paragraph.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for, or in behalf of it, against all claims for injuries (including death), loss or damage, arising out of the performance of this contract.

LIENS:

10. Neither the final payment, nor any part of the retained percentage, shall become due, until the CONTRACTOR, if required, shall deliver, to the CITY, a complete release of all liens, arising out of the Agreement, or receipts in full, in lieu thereof, and if required, in either case, an affidavit that, so far as it has knowledge or information, the releases and receipts include all the labor and material, for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY, to indemnify it against any lien. If any lien remains unsatisfied, after all payment is made, the CONTRACTOR shall refund, to the CITY, all moneys that the latter may be compelled to pay, in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it, as a whole, without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

- 12. The CONTRACTOR shall not sublet any part of this Agreement, without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY, for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

- 13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers, to limits indicated by law, ordinance, and permits and shall not otherwise unreasonably encumber the premises, with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance, of any work or materials.

CLEANING UP:

- 14. The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish, caused by its employees or work, and at the completion of the work it shall remove all its rubbish, from and about the project, and all its tools, scaffolding, and surplus materials; and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

- 15. The CITY shall make payments, on account of the Agreement as follows: Within 30 days as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SOUTH PORTLAND, MAINE

BY: _____
Witness

BY: _____
City Manager

CONTRACTOR

BY: _____
Witness

BY: _____
Its: _____

CITY OF SOUTH PORTLAND

**PROPOSAL FOR
MSW AND RECYCLABLE MATERIAL CURBSIDE COLLECTION SERVICE**

Purchasing Agent
City of South Portland
25 Cottage Road, P.O. Box 9420
South Portland, ME 04106

Gentlemen:

The undersigned hereby declare, that the only persons interested in this bid, as the principals, are named on the Principals of Contractor Form (Attached); that it is made, without any connections with any other person making any bid, for the same work, that he has carefully examined the location of the proposed work, the General Specifications, the proposed form of contract, and the specifications, and the plans therein referred to; and he proposes and agrees, if the proposal is accepted, that he will contract with the City of South Portland, to provide all machinery, tools, apparatus, and other means of constructions, and to do all the work and furnish all the materials necessary, to complete the work, in the manner and time therein prescribed, and according to the requirements, as therein set forth; and that he will take in full payment, therefore the following sums to wit:

NOTE:

The item descriptions, in the Schedule of Prices, are brief and it is understood that each item includes all labor, materials, and equipment necessary, to complete the work, in accordance with the specification.

Accompanying the proposal is a certified check or bid bond, in the amount of five percent (5%), of the bid, which shall become the property of the City of South Portland, if in case this proposal shall be accepted by the City of South Portland, the undersigned shall fail to execute a contract with, and give a bond to, the said City of South Portland, in accordance with the undersigned, as provided under Bid Security, Damages For Failure to Enter Into Contract, and Performance and Payment Bonds, in the General Specifications.

The undersigned hereby designated, as his officer, to which such notice of acceptance may be mailed, telegraphed or delivered.

This bid may be withdrawn, at any time, prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

CITY OF SOUTH PORTLAND

RECYCLABLE MATERIAL CURBSIDE COLLECTION SERVICE

SCHEDULE OF PRICES

Note: The bidder, in ink shall fill in, this proposal, with the Total Amount written, in numerals. For complete information, concerning these items, see the Invitation to Bid, General Specifications, Proposal, Supplemental Specifications, Map, and Contract Agreement.

Collection of Recyclables

4-Day, Single-Sort Recyclable Collection Price: 7/1/2021-6/30/2022	\$ _____
4-Day, Single-Sort Recyclable Collection Price: 7/1/2022-6/30/2023	\$ _____
4-Day, Single-Sort Recyclable Collection Price: 7/1/2023-6/30/2024	\$ _____
4-Day, Single-Sort Recyclable Collection Price: 7/1/2024-6/30/2025	\$ _____
4-Day, Single-Sort Recyclable Collection Price: 7/1/2025-6/30/2026	\$ _____

Contract Total

Five-Year, 4-Day, Single Contract Total: _____

PRINCIPALS OF CONTRACTOR

(This must be filled out)

The full names and residences, of all persons interested in this bid, as principals, and/or partners and all stockholders holding greater than ten percent (10%), of authorized and issued stock, are as follows: (In the case of corporation, include and identify president, treasurer, and manager).

Signature of person, firm, or corporation making bid:

Signed: _____
(Corporation, Firm, or Company)

By: _____
(Officer, Authorized Individual, or Owner)

Title: _____

Mailing
Address: _____

Zip Code: _____

Telephone: (_____) _____

Fax: (_____) _____

E-Mail _____

NOTE: Bids must bear the handwritten signature of a duly authorized member, or employee, of the organization, making the bid.

Date: _____