



TOWN OF BOONSBORO, MARYLAND

21 North Main Street
Boonsboro, Maryland 21713

REQUEST FOR PROPOSAL TRASH & RECYCLING COLLECTION SERVICES

I. PROJECT OVERVIEW

The Mayor and Council of Boonsboro, Md., is requesting proposals from licensed qualified contractors for the collection and disposal of residential trash and single stream curbside recyclables within the corporate limits of Boonsboro, Md., for the period of July 1, 2018 through June 30, 2019, with the option of awarding the contract for a three-year period.

II. SCOPE OF WORK

- A. The scope of work consists of providing all labor, materials, equipment, and incidentals required to provide trash and single stream curbside recycling collection services to an estimated 1,270 private and multiple residential dwelling units and to provide dumpsters for Town properties.
- B. In addition to the Trash and Recycling Collection Bid, alternate bids are being requested to provide twice-a-year residential bulk collection and a three-year contract option.

III. SUBMITTAL FORMAT AND CONTENT REQUIREMENTS

Proposals shall be submitted for same-day once-a-week trash collection and once-a-week curbside recycling collection based upon the listed criteria;

- A) A 65-gallon recycling container with lid and wheels shall be provided to the customers, with the option to upgrade to a 95-gallon container for larger users and 18-gallon containers for residences in Schoolhouse Manor.
- B) Trash shall be deposited in the 40-West, Washington County Landfill and all landfill tipping fees shall be billed third party and paid by the Town of Boonsboro directly to Washington County.
- C) The Contractor shall be responsible for the distribution of recycling containers to each household.

Trash and recyclables shall be collected on the same day.

The Proposed costs shall be provided on Attachment A, included within this Request for Proposal.

III. ADDITIONAL PROPOSALS

- A. An Additional Proposal is being requested to provide Fall and Spring residential bulk collections based upon the following methods:

Fall Collection – shall consist of a citizen drop-off collection in Shafer Park on a Saturday in October from 8:00 AM until 12:00 PM. The contractor shall provide at least two compacting garbage trucks on the day of the collection and remove units at the end of the day of collection.

Spring Collection - shall consist of a curbside bulk trash **collection on a Saturday in May** for an estimated 1,270 residential dwelling units.

Items to be collected may consist of metal appliances, furniture (wood, metal and plastic), electronics, carpet, mattresses and box springs, and miscellaneous junk. (No items with Freon, car batteries, construction materials, or toxic materials will be accepted).

- B. An Additional Proposal is being requested to provide for a **three-year contract of collection services from July 1, 2018 through June 30, 2021**, which meets the same criteria as listed in Section II.

This contract will not provide for the collection of commercial/business properties and churches that shall contract separately for garbage collection. Orchard Manor Apartment Complex is also not part of this contract.

IV. CONTRACT, INSURANCE AND BONDS

A sample contract is provided as part of the RFP for reference.

The following insurance and bonds will be required and maintained during the period of the contract. Copies must be presented at the time of signing of the contract.

- A. Statutory Workers' Compensation Insurance.
- B. Public Liability and Property Damage Insurance, as shall protect the contractor and the Mayor and Council of Boonsboro from claims for damages for personal injury including accidental death, as well as claims for property damage from the operations under this contract, and the amount of such insurance shall be no less than \$1,000,000 per occurrence.
- C. Performance bond in the amount of 100% of the contract bid.

V. INQUIRIES AND RECEIPT OF BID PROPOSALS

Bids: Bids must be received by the Town of Boonsboro, either by mail or hand delivery, no later than **1:00 PM** local time on **Tuesday, January 23, 2018** in a Sealed Envelope marked “**Trash & Recycling Collection Proposal**” at the following address:

Town of Boonsboro
21 North Main Street
Boonsboro, Maryland 21713

Any Bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

Opening and Reading: The Bids will be publicly opened and read aloud at 1:05 PM on Tuesday, January 23, 2018 in the Charles F. Kauffman Meeting Chambers, located at 21 North Main Street, Boonsboro, Maryland.

Bid Inquiries: Any inquiries regarding this Request for Proposal should be made to Town Manager Megan Clark at 301-432-5141 or by email at town.manager@myactv.net.

Award, Waiver and Rejection of Bids: Bid proposals will be presented to the Mayor and Council of Boonsboro for final review and consideration for contract approval. Owner reserves the right:

- a. To reject any or all Bids.
- b. To waive any informality or irregularity in any Bid received.
- c. To accept the Bid deemed by the Town of Boonsboro to be the most advantageous to its interests.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, familial status, religion, or disability. To file a complaint of discrimination you may file in person with, or write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202)720-6382 (TDD)".



TOWN OF BOONSBORO, MARYLAND

**BID PROPOSAL FOR
TRASH & RECYCLING COLLECTION SERVICES (ATTACHMENT A)
Tuesday, January 23, 2018 – 1:00 PM**

The bid proposal provided consists of providing all labor, materials, equipment, and incidentals required to provide sanitation collection services to an estimated 1,270 private and multiple residential dwelling units for the period of July 1, 2018 through June 30, 2019. **All bid proposals shall be based upon the terms specified in the Request For Proposal.**

All Bid Options are based upon the landfill tipping fees being billed third party and paid by the Town of Boonsboro.

TO PROVIDE once-a-week trash collection and once-a-week single stream collection of recyclables on the SAME DAY (with the distribution of a 65-gallon container for recycling with the option of a 95-gallon container),

QUOTE FOR SERVICES FROM July 1, 2018 through June 30, 2019: \$ _____
SPECIFY DAY OF PICKUP _____

QUOTE FOR ONE 4-YARD and ONE 6-YARD DUMPSTER WITH ONCE-A-WEEK PICK UP:

\$ _____

TOTAL PROPOSAL: \$ _____

ADDITIONAL PROPOSALS:

1. QUOTE FOR SERVICES FOR A THREE-YEAR CONTRACT PERIOD:

YEAR 1: \$ _____ YEAR 2: \$ _____ YEAR 3: \$ _____

2. QUOTE FOR BULK COLLECTIONS AS SPECIFIED IN THE RFP:

FALL: \$ _____ **SPRING: \$** _____

Bid Proposal Submitted for and by:

Contractor Name: _____

Address: _____

Phone/Website _____

Contact Representative Name/Title: _____

Email/Phone: _____

Signature: _____ Date: _____



TOWN OF BOONSBORO, MD

MUNICIPAL CONTRACT TO PROVIDE RESIDENTIAL SANITATION AND CURBSIDE RECYCLING COLLECTION SERVICES

DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- A. "Town" shall mean the Town of Boonsboro, acting through its Mayor and Council.
- B. "Town Manager" shall mean the duly authorized representative of the Town.
- C. "Contractor" shall mean the party entering into the contract for the performance of the work covered by this contract and its duly authorized agents or legal representatives.
- D. "the town" shall mean all of the area bounded within the Corporate Limits of the Town of Boonsboro and all annexations as recorded in Town Hall, Boonsboro, Maryland.
- E. "Mayor and Council of Boonsboro" shall mean the governing body of the Town of Boonsboro, MD.
- F. "Bidder" shall be any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
- H. "Surety" shall mean the Corporation, Partnership, or Individual, other than the Contractor, executing payment or the performance Bonds that are to be furnished to the Town by the Contractor.
- I. "Performance Bond" shall mean the approved form of a security furnished by the Contractor and its Surety as a guaranty that Contractor will complete work in accordance with the terms of the Contract.
- J. "Proposal" shall mean the written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials and labor in accordance with the provisions of the specifications.
- K. "Specifications" shall mean a part of the contract containing the written directions and requirements of form completing the contract work. Standards for specifying materials or testing which are sited in the contract specifications by reference shall have the same force and effect as if written in the contract physically.
- L. "Day" or "Days" unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- M. "The work" shall mean the work to be performed, labor, materials, and equipment to be furnished under this contract, unless some other meaning is indicated by the context.
- N. "Refuse" shall mean garbage, rubbish, and ashes consisting of the following acceptable items _____ . Non acceptable items are _____.
- O. "Household" shall mean each family dwelling, each apartment, and each room or group of rooms used as separate living quarters as provided with facilities for the preparation of food. In all cases, the determination by the Town Manager as to what constitutes a household or dwelling unit shall be final.
- P. "Residential or Multi-Residential Unit" shall mean the same as "Household" above.
- Q. "Commercial and Business Units" shall mean stores, offices, etc. All property zoned commercial, light industrial, etc., where business is conducted, and refuse accumulated, such as stores, restaurants, bars, garages, etc.
- R. "Date of Signing the Contract" or other words equivalent thereto shall mean the date upon which this contract, executed by the Contractor, is signed by the Town.
- S. "Recyclables" shall mean the following items: _____.
- T. "Recycling Container" shall mean the type of container designed specifically for the purpose of recycling material collection.

TERMS OF CONTRACT

Town agrees to pay _____ to provide one trash collections per week and one curbside recycling to an estimated 1,270 residential single-family and multiple residential dwelling units for the period of **July 1, 201_ through June 30, 201_**.

TOWN shall pay all landfill tipping fees to the landfill, billed directly to Town.

RENEWAL

Contractor may be granted the right and privilege of renewing said contract for a period of not longer than one (1) year, with the contract terms and conditions to be approved at the discretion of Town by giving written notice of Contractors request to renew to the Town on or before March 1, 201_.

SCOPE OF WORK

The work under this contract shall consist of providing all supervision, labor, materials, equipment, and incidentals required for the collection and disposal of residential refuse, single stream curbside recycling services, and bulk collection as described in the response to the Request For Proposal, attached and hereby incorporated as Exhibit A to this contract.

Contractor shall furnish all transportation, ways, works, equipment, and all suitable appliances requisite for the execution of this contract and shall be solely answerable for the same and for all the safe, proper and lawful maintenance and use thereof. Contractor shall protect the work from damage and all injury to the same. Contractor shall be solely answerable for all damage to the Town, to property owners, to other Contractors, or other employees of the owner, to the neighboring premises or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor and its employees or agents in and about said work, or in the execution of the work covered by this contract, or any work undertaken herein provided or the improper use of any equipment furnished for the work.

This contract will not provide for the collection of commercial/business properties and/or churches that shall contract separately for collection services. The following apartment complex contracts separately for refuse collection and recycling services.

- Two (2) sets of apartments known as Orchard Manor and Mountain View.

COLLECTION DAYS AND HOLIDAYS

Trash collections and curbside recycling shall occur once per week _____. The Contractor shall provide to the Town an annual calendar of holidays to be observed along with the alternate date of collection. Collections days are established with the approval of attached bid proposal.

It shall be the Contractor's responsibility to notify the public and the Town when collection services will be changed for holidays or otherwise. A notice on the back page of the local Herald-Mail newspaper is required and placed 48 hours in advance for publication. Advertising costs shall be paid by the Contractor. No collections shall take place on Sundays.

HOURS OF COLLECTION

The Contractor shall not begin collections prior to 4:00 A.M. on the designated days and shall be completed no later than 4:00 P.M. of the same day.

COLLECTION ROUTES

Main Street shall be the first street collected on days of collection and shall be completed prior to 6:30 A.M. Remaining collection routes may be established by the Contractor with consistency to become a normal practice once the collection route has been established.

METHODS OF COLLECTION

The Contractor shall make collections of all garbage and refuse from the curb of the property, or, if the residence fronts an alley that is accessible to collection vehicles, the Town Manager may give special permission to make the collection on the alley. The Contractor shall replace all covers on the containers when returned to

the curb. All materials collected shall be removed without spilling, loaded in the truck and delivered to the disposal area. It shall be the responsibility of the Contractor to familiarize itself with all current rules and regulations relative to disposal at the landfill.

Recycling Containers shall be provided and distributed by the Contractor and shall be a constructed of durable plastic or fiberglass, have handles, wheels and attached lid, and be of a gallon capacity specified in the Request For Proposal. **It shall be the responsibility of the Contractor to provide and distribute a list of acceptable items to be recycled.**

All containers shall be handled with reasonable care and covers will be replaced upon emptying and placed upright on the curb or roadway edge and shall not willfully be broken, defaced, or injured. All covers shall be replaced when cans are returned to the property. The Contractor at its expense shall replace all receptacles broken or destroyed by improper or careless handling by the collector. Each occupant shall cause receptacles to be covered at all times, be placed, and remain in a location easily accessible to the collector. If the Contractor finds damaged containers or unacceptable items, the Contractor shall notify the Property Owner via a tag on the receptacle.

MATERIALS COLLECTED SHALL BE THE PROPERTY OF THE CONTRACTOR

Materials collected shall be the property of the contractor from the time of its collection.

CONTRACTOR INVOICING AND PAYMENT

The contractor shall invoice the Town for hauling services at the end of each month with the Town submitting payment to the Contractor within fifteen (15) days, based upon the established contract amount.

Landfill tipping fees will be paid by the Town directly to the landfill.

ADDITIONAL TERRITORY

The Contractor shall provide collection services to any new sub-divisions, newly annexed properties, and additional residences. Once said residents exceed 1,500, the Contractor shall, in addition to the sum agreed upon, be compensated at a rate per annum, per household of said additional residences equivalent to the annual sum payable by the Town under this contract.

LAWS AND ORDINANCES

Contractor shall stay fully informed of all existing and current regulations of the Town, County, State and federal Laws which in any way limit or control the actions or operations of those engaged in the work. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all ordinances, laws and regulations, and shall protect and indemnify the owner and the owner's officers and agents against any claims or liabilities arising from or based on any violation of the same.

TRUCK UNITS TO BE USED

The use of packer-type trucks shall be used for the collection of refuse and recyclables. Trucks must have the name of the Contractor and the phone number painted on each side. Open trucks or trucks with tarps will not be acceptable for the hauling of refuse and recyclables. The contractor shall present trucks to the Mayor and Council for inspection at reasonable times. Trash collection equipment shall be equipped with flashing warning signals, and these signals shall be clearly visible and in operation during collection service hours.

SAFETY AND CLOTHING EQUIPMENT

Contractor shall furnish to employees and employees shall wear during collection fluorescent-colored safety vests.

INVESTIGATION AND REPORTING OF COMPLAINTS

Contractor shall report to the Town Manager any complaints or concerns regarding collection services.

SUPERVISION BY MAYOR AND COUNCIL

The work shall be subject to the inspection of the Town Manager, or an authorized representative, who shall receive all complaints and answer all questions relative to the performance of the contractor. Complaints forwarded to the Contractor from the Town Manager shall be addressed by the Contractor within a 24-hour period.

REPORTING

The Contractor shall provide to the Town each week the tonnage of recyclables and trash collected the week prior. Reports shall be emailed weekly to the Town Manager at town.manager@myactv.net.

INSURANCE AND BONDS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage as shall protect the contractor and the Mayor and Council of Boonsboro from claims for damages for personal injury including accidental death, as well as claims for property damage from the operations under this contract with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Vehicle Liability

Bodily Injury/Property Damage	\$3,000,000
Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined - Single Limit	\$5,000,000 general aggregate

Performance Bond

in the amount of 100% of the contract bid.

ASSIGNMENT AND SUBLETTING OF CONTRACT

The Contractor agrees not to assign or sublet the work or any part thereof, without previous written consent by the Town, and will not assign, by power of attorney or otherwise, any of the money payable under this contract, unless by and with the like consent of the Town to be signified in like manner; that no right under this contract, nor to any money due or to become due hereunder shall be asserted in any manner against said first party or person's action under it, by reason of any so called assignment of this contract, or any part thereof, unless such assignment shall have been authorized by the written consent of the Town. Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by subcontractor, such subcontract shall be immediately terminated by the Contractor upon notice from the Town.

SUSPENSION AND ANNULMENT OF CONTRACT

If the equipment or work to be furnished under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work sublet at any time, the Town Manager shall be of the opinion and shall so certify in writing to the Contractor, that the performance of this contract is unnecessarily delayed, or that the contractor is willfully violating any of the conditions or covenants of the contract or if the specifications, or is executing the same in bad faith or not in accordance with the terms of said contract, or if the work be not fully completed within the time named in this contract for its completion or within the time to which the completion of this contract may be extended, the Owner may notify the Contractor to discontinue all work, or any part thereof, under this contract by a written notice served upon the Contractor. The Contractor shall have five (5) days after receiving such notice in which to resume the work under this contract or correct the errors, and matter complained in the written report by the Town Manager to the Owner; and if the Contractor does not resume the work, or correct and remedy the matters complained of within five (5) days from the time of receiving such written notice thereof, then the owner is hereby empowered to suspend or annul this contract. If this contract be so annulled or suspended, the Contractor shall not be entitled to anything on account of damages thereby, nor shall such annulment or suspension in any way affect the right of the Town of damages claimed by it on account of the failure of the Contractors; but such annulment must be ratified by the Town

before being of any force or effect. The Town shall be entitled to reasonable litigation expenses and court costs to enforce the terms and conditions of this agreement; and for any additional expense incurred by the owner to obtain similar services with a new contractor during the term of this agreement.

NON-DISCRIMINATION

In accordance with State and Federal law, contractor may not discriminate on the basis of race, color, national origin, sex, age, familial status, religion, or disability.

DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Town or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor or its subcontractors or its or their employees or agents, to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed by the Contractors or its subcontractors or its employees or agents or for any injury or damaged caused by the negligence or alleged negligence of the Contractor or its subcontractors or its employees or agents, the Contractor shall indemnify and save harmless the Town and Officers of the Town and agents of the Town of and from all losses, costs, damages, expenses, judgments, or decrees whatever arises out of such actions or suits as may be brought as aforesaid, including all attorney's fees, litigation expenses, and court costs which may be incurred by the Town in defending against or responding to any such claims, or in the enforcement of this provision.

THIS CONTRACT, by and between the Town of Boonsboro, Maryland, hereinafter termed in this Agreement the "Town" and _____, hereinafter termed in this Agreement, the "Contractor".

WITNESS THAT WHEREAS: the Town, through its Town Council, has caused to be prepared in accordance with the law, specifications and other contract documents for the work herein described, has approved these contract documents, and has caused to be published in the manner for the time required by law an advertisement inviting sealed proposals for furnishing all labor, materials and equipment required to provide residential sanitation and curbside recycling collection services for the Town of Boonsboro, Maryland, in full accordance with the terms of this contract:

AND WHEREAS: the Town, in the manner prescribed by law, has determined and declared the Contractor to be the qualified bidder for furnishing all labor, materials and equipment required to provide residential sanitation and curbside recycling collection services for the Town of Boonsboro, Maryland, as covered and stipulated in the Scope of Work, and has duly awarded to said Contractor a contract therefore, for the sum named in and made a part of this contract:

NOW, THEREFORE, the Town hereby grants the Contractor the license and privilege to provide the residential sanitation and curbside recycling collection services within the corporate jurisdiction of the Town of Boonsboro, MD pursuant to the terms of this agreement as set forth herein on this ____ day of June 20__.

IN WITNESS HEREOF,

WITNESS:

TOWN OF BOONSBORO, MD
21 North Main Street
Boonsboro, MD 21713

Sarah Campbell, Clerk

Howard W. Long, Mayor

WITNESS:

Contractor
