

N O R T H E A S T M A R Y L A N D W A S T E
D I S P O S A L A U T H O R I T Y
I n v i t a t i o n f o r B i d s (I F B)

PROJECT: Baltimore City – Portable Litter Fencing at the Quarantine Road Sanitary Landfill

AGREEMENT NO. 1- 2021 PORTABLE LITTER FENCING

ADVERTISEMENT DATE: May 3, 2021

BID DUE DATE / TIME: June 7, 2021

BID LOCATION: See II below for the Authority’s address.

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a contractor to provide for the manufacture, delivery, assembly and initial installation of landfill portable litter fences at the Quarantine Road Sanitary Landfill (QRL), located at 6100 Quarantine Road, Curtis Bay, MD 21226. All costs for the litter fences are to be included in the bid.

This IFB is for an exclusive agreement. The selected vendor will be provided space to stage and assemble the litter fences at QRL. The total budget for the work cannot exceed \$77,500. Vendors are encouraged to contract with certified MBE/WBE firms for any component of the delivery of the products (e.g., materials, transportation, assembly).

This IFB sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the Authority. All referenced times noted in the IFB are local time, Baltimore Maryland.

II. ISSUING OFFICE and AUTHORITY CONTACT INFORMATION

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
410.333.2730

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be directed to the Authority by email (procurement@nmwda.org) or fax (410-333-2721), with the Subject heading “Baltimore City Portable Litter Fence Procurement,” on or before 4:00 PM, Friday, May 21, 2021.

III. BID DUE DATE

Due to the current COVID-19 conditions in the state, the Authority is requiring an email submission of the bid, followed by a hardcopy with original signature. Emailed PDF copy of the Bids must be to the Authority by email (procurement@nmwda.org) with the Subject heading "Baltimore City Portable Litter Fence Procurement," on or before 4:00 PM, Friday, June 4, 2021. Hard copy of the Bids must be received at the Authority offices located at Tower II - Suite 402, 100 S. Charles Street Baltimore, MD 21201-2705 by 12:00 PM on Tuesday, June 8, 2021 (*after the e-bids*).

Vendors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral or fax bids **will not be accepted**.

Bids, requests for withdrawals, and modifications not received by the time and at the location indicated will be deemed late and will not be considered.

PRE-BID MEETING

The non-mandatory Pre-bid meeting will take place at QRL on May 14, 2021, 2021. The meeting will start at 10 AM with a brief summary of the procurement, and will continue with a site tour to review the QRL and likely locations for the installations. Due to the COVID-19 epidemic, we are allowing only two representatives from a potential vendor to attend the meeting. Please RSVP no later than 12 PM local time on May 13, 2021 to procurement@nmwda.org or 410.333.2730.

IV. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Authority may, however, request vendors to extend the time during which it may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the term of the agreement.

V. PROCUREMENT METHOD

The Authority is soliciting bids in accordance with the requirements and allowances set forth in the Code of Maryland Regulations, Section 14.13.01.

The award will be based upon the best bid submission for the services required. Scoring will be as follows:

60 total points for the Technical Portion:

- Ten (10) Points for MBE/WBE/MFD participation (Yes or No);
- Ten (10) Points maximum for Schedule: (can deliver within sixty (60) business days of Notice to Proceed (NTP), Ten (10) points; within ninety (90) business days of NTP, five (5) points, more than ninety-one (91) business days, zero (0) points;

- Twenty (25) points for meeting the equipment requirements of the bid;
- Ten (10) points for the references; and
- Five (5) points for evidence of local purchasing for goods and materials (Yes or No).

The highest three qualified firms will then be evaluated on price as follows:

- Lowest total price Proposal: Forty points
- 2nd Lowest total price Proposal: Twenty-seven points
- 3rd Lowest total price Proposal: Fifteen points

VI. TERMS and CONDITIONS

- A. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of the agreement.
- C. Disputes. The Authority and the Contractor shall in good faith attempt to resolve any dispute or matter in controversy under the agreement. All disputes under the agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in Baltimore City, Maryland and in accordance with the laws of the State of Maryland. Pending resolution of a dispute, the Contractor shall continue to perform the agreement, as directed by the Authority.
- D. Changes. The agreement may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the agreement (including the agreement price).
- E. Termination for Default. If the Contractor does not fulfill obligations under the agreement or violates any provision of the agreement, and such default is not cured as set forth herein, the Authority may terminate the agreement by giving the Contractor written notice of termination. If an event of default is not cured by the Contractor within five business days of notice from the Authority, the Authority may terminate the agreement for cause.

The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority to damages incurred as a result of a breach of the agreement by the Contractor, including the cost to make alternative arrangements to obtain portable litter fences should the Contractor fail to provide the goods and services in accord with the agreement. The Authority may terminate the agreement without incurring any liability to the Contractor, upon the occurrence of one any of the following conditions:

- (i) an event of default by the Contractor;
- (ii) the Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under the agreement; and
- (iii) the Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of the agreement.

In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance by the Authority of any obligation under the agreement, is the Authority liable or obligated in any manner to pay special, consequential or indirect damages, or any other amount except as specifically provided in the agreement.

- F. Nondiscrimination. The Contractor shall comply with all applicable laws, including the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the Authority or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. Notwithstanding any other provision of the agreement to the contrary and subject to State law, the Authority may terminate the agreement and its obligations to the Contractor under the agreement at any time by giving the Contractor ninety days' notice of such termination. The Contractor will be entitled to payment by the Authority of reasonable, documented, previously unbilled expenses incurred as a direct result of the termination for convenience. In no event will the Contractor be entitled to any unearned fees or anticipatory profits.

VII. DEFINITIONS

Authority means the Northeast Maryland Waste Disposal Authority, its permitted assigns and successors.

City means the City of Baltimore, Maryland, its permitted assigns and successors.

MBE means a Minority Business Enterprise that has a current status MBE certification from the Maryland Department of Transportation.

Site Supervision or **Site Supervisor** means the City's designated site supervisor or division chief at the QRL.

QRL means the Quarantine Road Sanitary Landfill, located at 6100 Quarantine Road, Curtis Bay, MD 21226.

VIII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

MAINTENANCE OF TRAFFIC

The selected vendor will be expected to coordinate the delivery of the litter fences with staff at QRL. Delivery and assembly of the litter fences cannot impede landfill traffic. Fence shall be assembled in the original service location as directed by the City. Contract is not considered completed until the fence is fully assembled and installed in place.

EQUIPMENT TO BE PROVIDED

Dimensions:

Length = 300 to 325 LF

Height = 15 ft.

Materials:

- 1) Bottom tubing shall be of smooth, heavy walled steel to keep the units from freezing to the ground or sinking in soft mud. Base piping shall be a minimum of 7" x 5" x 1/4" rectangular steel tubing.
- 2) Rugged steel construction with full welds and tough enamel finish to protect the units.
- 3) Net supports shall be made of thick-walled steel that is primed and provides a strong support as follows:
 - a. Net supports shall be a minimum of 4" x 2" rectangular tubing;
 - b. Front supports shall be a minimum of 4" x 4" square tubing, reinforced on the front for additional wear surface.
- 4) Each unit shall be equipped with a top canopy to stop litter from escaping over the fencing

Wind Rating: Up to 65 mph wind rating

Mobility: Able to be moved with bucket on front end loader or blade of a dozer

Warranty: 3 year from date of delivery and assembly

Materials: steel, rust-proof frame netting:

- 1) Galvanized steel mesh nets with vinyl coating
- 2) Netting shall be held to frame with minimum 1/8" stainless steel cable

Records to be left at the site:

- 1) Provide complete product manual including specifications, installation, and maintenance instructions.
- 2) Certification of assembly by approved technician

LOCATION OF WORK

Baltimore City Department of Public Works
6100 Quarantine Road
Baltimore, Maryland 21226

Initial assembly and installation will be in approximately 200 LF continuous fence along an access road, and approximately 100 LF continuous fence along the landfill working face.

WORK SCHEDULING

The Contractor shall leave the names and telephone numbers of two individuals who may be contacted at any time by the Site Supervision for status updates for the construction, delivery and assembly of the portable litter fences.

After the work has started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire task, as directed by the Site Supervision, is complete. The Authority and City reserves the right to discontinue assembly operations at QRL in the event of unsafe behaviors/activities by the vendor, or general hazards in the vicinity. No additional costs may be added to reschedule the assembly event.

INSPECTION OF WORK

All vendor staff and contractors are to report in with the office staff at QRL.

The City may monitor the Contractor's work performance on a daily basis while on site.

Any deficiency in the Contractor's performance shall be reported to the Contractor within 1 hour of discovery, and such deficiencies shall be corrected by the Contractor no later than 24 hours following receipt of such notice.

NOTICE TO CONTRACTORS

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Agreement Documents shall be requested, in writing, and delivered before 4 p.m. on Friday, May 21, 2021. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Authority will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
Phone (410) 333.2730 Fax (410) 333-2721
E-mail: procurement@nmwda.org

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this IFB and the name and address of the originator.

IX. VENDOR QUALIFICATIONS:

Contractor shall have a minimum of five (5) years' experience in building similar equipment as specified herein. Contractors submitting bids certify to the Site Supervision that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the agreement at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the date of "Notice to Proceed."

The following items are to be included in the bid package:

- Vendor shall be eligible to conduct business in the State of Maryland, and shall provide a certificate of good standing with the State Department of Assessments and Taxation.
- Vendor shall submit copies of MBE certifications currently held in the state of Maryland, Washington D.C. or under a federal program.
- Vendor shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided similar equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
- Liability and Worker's Compensation insurances as detailed in section XII below.

X. CONTRACT REQUIREMENTS:

- This is a Lump Sum project. Vendor Shall Furnish all labor, supervision, materials, miscellaneous supplies, tools, rental equipment, safety items, transportation, and generally accepted items necessary to perform the work.
- All work shall conform to Federal, State, county and local codes, rules and regulations.
- Contractor must meet all Federal Environmental Protection Agency, OSHA, and Maryland Department of the Environment guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The Authority and Baltimore City will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.
- The vendor shall guarantee all work included in the "Agreement" against any defects in workmanship; and shall satisfactorily correct, at no cost to the Authority or Baltimore City, any such defect that may become apparent within a period of six months after completion of work.

Unsatisfactory Work:

- In the event the work performance of the Contractor is unsatisfactory; the Contractor will be notified by the Site Supervision and/or the Authority within one-week of

reported completion and be given one calendar week to correct the work. There will be no cost to the Authority for re-works.

XI. PAYMENT:

Payment shall be made within net 45 days upon receipt of an acceptable invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable hereunder by the ninth day of the calendar month immediately succeeding the calendar month for which such amounts are payable. The statement or invoice shall be in a form acceptable to the Authority. Amounts invoiced are due 30 days after receipt of the invoice by the Authority. Each invoice shall set forth the amount of the service fee and any other charges payable to the Contractor for the applicable period, together with supporting documentation including, sufficient to allow the Authority to verify the Contractor's calculations. All invoices must clearly describe the details of the services being paid including the date the goods or services were rendered, the date of the invoice and a unique invoice number. Each invoice must include the vendor's name, remittance address and federal taxpayer identification number or, if owned by an individual, his/her social security number. An original invoice must be submitted to the Authority at the following address:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730, Fax (410) 333-2721
Email: authority@nmwda.org

Basis of Award:

The award will be based upon the best qualified bid package following the above scoring rubric offered to the Authority, in accordance with Section V above.

XII. LIABILITY AND INSURANCE REQUIREMENTS:

The Contractor must be covered by a sufficient amount of liability insurance as work will be undertaken at the QRL. The Contractor shall provide the Authority with proof of liability insurance and coverage before the contract is awarded as follows:

A. The Contractor or Vendor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Authority and Baltimore City.

1. Comprehensive General Liability

Broad Form, combined single limit of one million dollars and no cents (\$1,000,000.00).

2. Worker's Compensation/Employee Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).

- B. Said certificate shall verify that the Authority and Baltimore City have been named an additional insured to the Contractor's or Vendor's above policies, that the insurer, at its own expense, will indemnify and defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor or Vendor contained in this contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and Baltimore City, Maryland, and their respective members, directors, officers, agents and employees from and against any and all liabilities, claims, suits, actions, losses, obligations, and expenses arising out of or relating to Contractor's breach of the agreement, and/or Contractor's negligence or willful misconduct.
- C. Should the Contractor or Vendor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor or Vendor to provide insurance as described above.
- If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Authority may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor or Vendor.
- D. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to "contract award".

XIII. BID CONTENT:

The bidder shall submit an original Agreement Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form.

Bid submissions must be:

- Submitted in a sealed envelope marked "QRL PORTABLE LITTER FENCE BID."
- Addressed to:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730 Fax (410) 333-2721
E-mail: procurement@nmwda.org

- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "**Bid Submission - Agreement No. 1- 2021 PORTABLE LITTER FENCING**").

XIV. OPENING of BIDS:

Bids will be opened in accordance with the provisions in COMAR 14.13.01.09 at 12:10 PM local time on Friday, June 4, 2021. Due to the current state of emergency, there will not be a public opening. Results will be posted as soon as any clarifications are completed on the Authority's website.

XV. DURATION / TERM OF THE AGREEMENT/PROJECT:

The duration / term of the contract is 45 weeks from Notice to Proceed issuance. Other Authority members may elect to adopt this procurement. Adjustments can only be made for transportation services and the cost of materials (based on an agreed to index).

XVI. ATTACHMENTS:

Agreement Bid Form - Attachment No. I (required with bid submittal)

**ATTACHMENT I - BID FORM - PAGE 1 of 2
INVITATION FOR BID 1- 2021 PORTABLE LITTER FENCING**

This form is to be completed in its entirety and unaltered.

Column A	Column B
Item	Total Cost (\$)
<i>A. Price for Single Fence Unit</i>	\$ _____
B. Extended Fence Price (Number of Fences ___ x Price Per Single Unit ___)	\$ _____
<i>C. Price for Transportation for one Fence Unit</i>	\$ _____
D. Price for Transportation for Fence Units	\$ _____
E. Price for Assembly of Fence Units under the bid	\$ _____
Total Price (B+D+E)	\$ _____
Materials index (bid date index = 0); adjustments up or down will be made from that date. (e.g., steel index)	Name of index

NOTE:

- a) Carry all amounts to 2 decimal places.

The Authority is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

**ATTACHMENT I – BID FORM – PAGE 2 of 2
INVITATION FOR BID 1- 2021 PORTABLE LITTER FENCING**

This form must be completed in its entirety and unaltered.

REFERENCES: Give names and locations of three (3) places at which your organization has provided similar services in the preceding 36 months with the date work first commenced. Provide contact names and phone numbers.

ORGANIZATION NAME & ADDRESS	START DATE	CONTACT	PHONE #
1.			
2.			
3.			

For the Contractor:

Company Name & Address

_____ City _____ State _____ Zip

Phone _____ Fax _____ Email _____

Representing the above Company

SIGNATURE

Print Name & Title

SOCIAL SECURITY NO. OR
FEDERAL TAX ID NO. _____

DATE: _____