

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:** Mayor and City Council of Baltimore – Sweeping at  
the Quarantine Road Sanitary Landfill

**AGREEMENT NO.** LANDFILL SWEEPING

**ADVERTISEMENT DATE:** February 15, 2019

**BID DUE DATE / TIME:** March 14, 2019, 12 PM

**BID LOCATION:**

**I. SUMMARY STATEMENT**

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a contractor to provide one (1) year of on-call complete sweeping of paved roadways at the Quarantine Road Sanitary Landfill (QRL), located at 6100 Quarantine Road, Curtis Bay, MD 21226. The call-outs under this agreement are estimated to be 10 times per month, on average, for the term of the Agreement. There is no guarantee as to how often service will be requested. Call-outs for service will be subject to weather and other conditions. Each call-out is for a full 8-hour day, plus a maximum of 1.5 hours of travel.

This IFB is for an exclusive agreement. A street sweeper and operator will be provided at the QRL upon 24 hours-notice. The sweeper shall generally have the following characteristics: a belt or squeegee type conveyor; gutter brooms on both sides and main broom in rear, brooms providing full width sweep; water tank and water spray for dust control and to increase effectiveness of sweep. Water will be available on-site for sweeping/cleaning use. A suitable place to dispose of swept material will be available on-site.

In general, the areas to be swept include all asphalt paved surfaces at the QRL. Site Supervision will provide detailed instructions regarding areas to be swept to the sweeper operators when the sweeper operators arrive on-site. Note that there will be landfill truck traffic using the same paved surfaces to be swept. As such, appropriate lights/flashers/arrows will be required for the sweepers. The selected contractor will be required to submit daily work tickets to site supervision when services are provided.

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.

## **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](mailto:procurement@nmwda.org)) or fax (410-333-2721), with the Subject heading "Baltimore City Street Sweeping Procurement," on or before 4:00 PM Monday, March 4, 2019.

## **III. BID DUE DATE**

The Bids must be received at the Authority offices located at Tower II - Suite 402, 100 S. Charles Street Baltimore, MD 21201-2705 on or before 12:00 PM on March 14, 2019 local time.

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, mailgram or E-mail 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**

A non-mandatory pre-bid meeting will take place at the Quarantine Road Landfill on Tuesday, February 26, 2019 at 10 AM local time. A brief site tour will follow. Proper Personal Protection Equipment ("PPE") will be required to participate on the site tour (closed toe shoes, long pants and long-sleeve tops. Please RSVP to [procurement@nmwda.org](mailto:procurement@nmwda.org) or to 410.333.2730 no later than 4 PM on Friday, February 22, 2019.

## **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.

## 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 change significantly 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 performance of the sweeping services should the Contractor fail to provide the 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

**Sweeping** - Picking up by brooming or suction process of all foreign matter from designated areas and the disposal of such matter at approved locations.

**Foreign Matter** - Any material not intentionally attached or bonded to its resident surface which is not required for the operation or maintenance of the roadway/paved area including, but not limited to any loose aggregate and any other accumulated material, including dirt, mud, clay or sand.

**Paved Pavement** - A bituminous or concrete surface as opposed to an aggregate or earth surface.

**Roadway** - The entire paved portion of the roadway intended for normal or emergency use of vehicular traffic including all traffic lanes and adjacent paved areas.

**Site Supervision** – The Chief of Solid Waste Disposal Services for Baltimore City, or their designee who provides guidance to the contractor for the prosecution of the work.

**Sweeper Travel Speed** - The street sweeper travel speed will be limited to a range of five to ten miles per hour.

**Traffic Lane** - A lane designated and marked for the normal use of vehicular traffic.

**Type I Sweeping** - The left hand sweeping of all paved center medians, regardless of width.

**Type II Sweeping** - The right hand sweeping of all paved outside shoulders, regardless of width.

**Type III Sweeping** - The right hand and left hand sweeping of all paved shoulders, entrance and exit ramps, collector lanes and islands, regardless of width.

## **VIII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:**

The Contractor shall respond to a call for sweeping services within 24-hours from receipt of the call from Site Supervision; unless such a call occurs after 6 AM local time on a Friday or the day before a Holiday. Contractor shall work between the hours of 7am and 5pm, Monday through Friday. If needed, the Contractor may request an extension of such operating hours to the contract manager/designee. Such request for extension of operating hours will be approved if warranted. No sweeping shall be permitted on weekends, or State Administered Holidays.

Contractor is responsible for its own safety and the safety of others. Contractor shall adhere to all MOSH or OSHA requirements. All PPE required by regulation shall be utilized. A draft Health and Safety plan shall be submitted to the Authority with the bid.

Materials shall be suitable for application and shall be approved on the qualified list for Maryland.

### **SWEEPING**

This Agreement will be for one (1) year of on-call sweeping at the Quarantine Road Sanitary Landfill in Baltimore City. Notice to Proceed is anticipated to be provided on or after April 15, 2019.

The duties of Contractor include, but are not limited to, the following:

### **SWEEPING**

- Sweeping shall be done on all paved shoulder areas including areas around traffic islands (e.g. scales and roll-off containers) at all locations.
- Open shoulders, four foot or less in width will not be swept. Shoulders, four foot or less will be swept if they abut concrete median barrier, curb, or other fixed structure.

Sweeping and/or cleaning shall be done on the following areas of roadways listed in the Designated Roads Section:

- Along all outside and median paved shoulders for the full length and width of the shoulder.
- Along all concrete median-barrier walls for the full length of the wall.
- Along and under all median-barrier guard rails for the full length of the guard rail where the guard rail is located in a paved median.
- Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulder.
- Along all curbs in any of the above areas.
- Along all curbs paralleling and adjacent to the traffic lanes.
- All sweeping (Type I, II and III) shall be performed in each call-out.

The Contractor shall clean all curbs, gutters, median curbs and turning lanes located in the Quarantine Road Landfill as instructed by these.

The cleaning operation shall include, but is not limited to all sweeping, dumping at approved locations in the QRL. There is no charge for disposal at QRL.

The cleaning operation shall not include removal of waste materials in catch basins of storm sewers.

In the event the Contractor locates large debris such as a sofa, mattress, appliance, etc. or animal carcasses, the Contractor personnel shall notify the Site Supervision to coordinate removal.

Work under the agreement will begin upon issuance of the "Notice to Proceed."

All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

- The Contractor shall provide its own equipment, labor, fuel, and any other materials necessary to complete the required work.
- The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.
- The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under the agreement.
- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the agreement without the prior written consent of the Authority.
- All equipment and personnel shall move in the same direction as traffic at all times during all cleaning operations, unless otherwise directed by Site Supervision.
- The Contractor shall perform all handwork required to effectuate an efficient cleaning operation. The Site Supervision will have the right to identify for the Contractor those areas where handwork should be performed. Handwork will not be measured, but the cost will be included in the lump sum bid daily rate.

#### **DEBRIS DISPOSAL**

- The final disposal of debris collected during all cleaning operations shall be disposed of at locations as approved by the Site Supervision. No disposal on private property will be permitted.
- The Contractor shall comply with all applicable State and Local laws and ordinances related to the hauling and handling of such material, if required.
- All sweepers shall be empty upon arrival prior to performing any sweeping; and shall be emptied prior to leaving the Quarantine Road Landfill.

#### **WATER**

- Water for sweeping equipment shall be made available at the Quarantine Road Landfill.
- Collected wastewater must be discharged onto the leachate receiving pad at the QRL.

## **MAINTENANCE OF TRAFFIC**

- Sweeper trucks shall be equipped with a revolving or strobe light and an arrow panel. The revolving or strobe light shall be visible for a minimum of 1 mile, flash 60 to 90 times per minute, mounted 360 degrees of visibility and be equipped with an amber lens. Arrow panel shall have right, left and four corner indications.

## **EQUIPMENT**

The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.

Minimum equipment for the agreement shall include the following:

- Street Sweeper(s)
- Adequate-Support Equipment- including safety trucks, truck mounted attenuator, debris.
- Transfer vehicles, pickup trucks, service trucks, tire trucks and any other item of equipment necessary to provide cleaning services as described in these Specifications.
- All equipment (including support equipment) shall be equipped with two-way radio communication designed for commercial use. CB radios are unacceptable.

Specifications for such equipment are as follows:

- Street Sweeper(s) - Sweepers used in the cleaning operation shall be brush/vacuum, mechanical, regenerative air, or a combination of types. They shall be no older than five years, unless the equipment has been completely rebuilt within two years prior to the start date of the Agreement.
- All street sweepers shall have a minimum capacity of three cubic yards and be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual brooms and with dual steering or with strategically placed cameras on both sides and on the rear of the sweeper with a large display monitor visible to the operator from the left seat.
- All equipment (including support equipment) to be used by the Contractor shall be listed as a part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the Authority. Such approval may require an on-site demonstration of the capability of any proposed equipment.
- All vehicles used by the Contractor shall be performance worthy by visual and operational inspection.

The Authority will have the option of performing a complete inspection of all vehicles at any time throughout the term of the agreement. In the event that any vehicle, when inspected, and in the sole determination of the Authority, fail to meet standards that the Authority determines are necessary to complete the agreement or to operate safely, the Authority may require such vehicle to be brought to standard before being placed back in service.

The Contractor shall be required to maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations.

## **LOCATION OF WORK**

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

## **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. The Contractor shall begin operations no later than five days after Notice to Proceed, in general, and within 24-hours thereafter when called upon by Site Supervision.

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 reserves the right to discontinue use of sweeper(s) at any time and the Site Supervision will make the sole determination as to whether the sweeper(s) are performing satisfactorily.

## **SEQUENCE OF WORK SCHEDULES**

The Site Supervision will direct the Contractor as to which locations shall be swept. The Site Supervision will make the sole determination as to when each location shall be swept. Prior to beginning work, the Contractor and the Site Supervision will discuss the sequence of operation prior to commencing sweeping operations.

## **INSPECTION OF WORK**

The Contractor is responsible for notifying each management area's shop and the District 1 Maintenance office at least 24 hours in advance of entering that area.

The Contractor shall fax to the District 1 Maintenance Office (410-543-6598), by 8:00 A.M. the next day, a list of routes that were completed during the past 24 hours.

Each shop will monitor the Contractor's work performance on a daily basis. All roads cleaned by the Contractor shall present an appearance that is completely satisfactory to the monitoring inspector, and within the cleanliness guidelines of the Authority.

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

The monitoring inspector for each Area shall maintain a daily log of completed work and will verify completion of the Contractor's work with the Contractor upon completion of the cycle within each such Area.

In the event a road rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the appropriate Route List at the direction of the Site Supervision.

In no event will the sweeping Contractor be allowed additional compensation by the Authority for initial cleaning of a reentered road following rehabilitation or construction.

### **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 Monday, March 4, 2019. 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](mailto: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 3 years' experience in sweeper services. 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."

- 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/WBE or MFD certifications currently held in the state of Maryland.

- 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 services within the preceding 24 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.
- Evidence of the ability to obtain a performance bond in the amount of \$5,000 from a financial institution. The performance bond will be required prior to contract execution. A cashier's check may be substituted for the performance bond.

**X. CONTRACT REQUIREMENTS:**

- This is a Lump Sum Job for a daily call-out. 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 EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The Authority and Mayor and City Council of 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 the City, any such defect that may become apparent within a period of one hour after completion of work.
- No sub-contractors shall be permitted to work under this contract without the prior written consent of the Authority.

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

**XI. PAYMENT:**

Payment shall be made within net 30 days upon receipt of 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](mailto:authority@nmwda.org)

**Basis of Award:**

The award will be based upon the lowest Total Bid amount and be awarded to the lowest responsive and responsible bidder for the services required.

**XII. LIABILITY AND INSURANCE REQUIREMENTS:**

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this 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 the 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 the 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 the City, and their respective 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 SWEEPING SEALED 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](mailto: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. QRL SWEEPING**").

### **XIV. OPENING of BIDS:**

Bids will be opened publicly in accordance with the provisions in COMAR 14.13.01.09 on the date and time specified in Section III of this IFB.

**XV. DURATION / TERM OF THE AGREEMENT/PROJECT:**

The duration / term of the contract is 52 weeks from Notice to Proceed issuance or April 14, 2020.

**XVI. ATTACHMENTS:**

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

**ATTACHMENT I - BID FORM - PAGE 1 of 2  
INVITATION FOR BID # QRL SWEEPING**

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

Column A	Column B
Item	Total Cost (\$)
LUMP SUM BID - to provide one (1) full maintenance sweeping day at the Quarantine Road Landfill, per specification.	\$ _____
	\$ _____
<b>Total Bid Amount (sum) for both locations</b>	\$ _____

**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.

