

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 – Litter Abatement at the Quarantine Road Sanitary Landfill

AGREEMENT NO. 1- 2022 LANDFILL LITTER PICKUP

ADVERTISEMENT DATE: June 1, 2022

BID DUE DATE / TIME: July 7, 2022, 12:00 PM

BID LOCATION: See Section 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 one (1) year of on-call complete litter pick-up at the Quarantine Road Sanitary Landfill (QRL), located at 6100 Quarantine Road, Curtis Bay, MD 21226. There are two, one-year extension terms that can be exercised at the sole discretion of the Authority. The callouts under this agreement are estimated to be **three (3)** times in a calendar year, each with a duration of **five (5)** to **ten (10)** consecutive workdays for the term of the agreement. There is not a guarantee as to how often service will be requested. Callouts 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 litter pickup crew and supervisor (Crew) will be provided at the QRL upon five (5) business days’ notice. The Crew is to have seven (7) to ten (10) members. The Contractor is to provide the following:

- transportation to and from QRL;
- hand picker tools;
- proper and functioning personal protective equipment (PPE).
 - At a minimum PPE is to include puncture resistant boots, puncture resistant gloves, long sleeve shirts and long pants, suitable head covering and safety glasses;
- a first aid kit;
- containers for potable water; and
- trash bags, paper and compostable material, typ. 30-gallon volume.

The Contractor shall provide a schedule of progress for completing the site (e.g., a map of the site with Day-1, Day-2, Day-3, etc. marked out). This map will be generated in consultation with the Site Supervision and will be used by the City to spot waste collection sites.

In general, the areas to be patrolled at QRL include all side slopes, stormwater features EXCEPT ponds or areas of standing water, sides of roadways and along fences, around drop-off areas and parking areas. No collection will take place at the Working Face of the landfill, inside of the leachate settlement ponds, at the landfill gas flare station or areas undergoing construction (such as cover soil borrow areas or lined subcells). The Contractor will be required to submit daily work pictures and bag counts to Site Supervision when services are provided. The Contractor shall dispose all collected trash at the landfill tipping face by 3:30 PM each work day. The Contractor will not be charged for disposal.

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 QRL Litter Abatement Procurement," on or before 4:00 PM June 15, 2022.

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 by 12:00 PM July 7, 2022. Due to the current surge in COVID cases there will not be a public bid opening. Unofficial results will be posted to the Authority's website at www.nmwda.org within 5 business days.

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 June 7, 2022 at 10:00 AM. 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 or to 410.333.2730 no later than 4:00 PM on June 6, 2022.

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:

75 total points for the Technical Portion:

- Fifteen (15) Points for certified MBE/WBE/MFD participation (Yes or No);
- Fifteen (15) Points maximum for Schedule (can start within five (5) business days of NTP, Ten (10) points; within ten (10) business days of NTP, five (5) points, more than ten (10) business days, zero (0) points;
- Twenty-Five (25) points for references;
- Ten (10) Points maximum for landfill related work (one reference-three points; two references-six points; three references-ten points);
- Ten (10) 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: Twenty-five points
- 2nd Lowest price Proposal: Seventeen points
- 3rd Lowest price Proposal: Ten 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 laws 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 litter pickup 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

Litter – loose or whole or fragments of municipal solid waste that are not properly contained on the Site.

Litter pickup - Picking up by brooming, raking, grabbing or by hand of all litter from designated areas and the disposal of such matter at approved locations.

Site – means the Quarantine Road Landfill, located at 6100 Quarantine Road, Baltimore MD 21226.

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.

Working Face – the location of active waste receipt and disposal at the Site.

VIII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

The Contractor shall respond to a call for litter pickup services within 72-hours from receipt of the call from Site Supervision; unless such a call occurs after 6:00 AM on a Friday or the day before a Holiday. Contractor shall work between the hours of 8:00 AM and 4:00 PM, 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 litter pickup shall be permitted on weekends, or State Administered Holidays (see: [State Holidays for the Year 2022 \(maryland.gov\)](https://www.maryland.gov)).

Contractor is responsible for its own safety and the safety of others. Contractor shall adhere to all Maryland Occupational Safety and Health (“MOSH”) or Federal Occupational Safety and Health Administration “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.

TERM of AGREEMENT and CONTRACTOR DUTIES

This Agreement will be for one (1) year of on-call litter pickup at the Quarantine Road Sanitary Landfill in Baltimore City starting at the Notice to Proceed, with two (2), one-year extensions, each at the sole discretion of the Authority under the same terms and conditions. Notice to Proceed is anticipated to be provided on or after September 15, 2022.

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

Litter Patrol

- Litter pickup shall be done on all paved shoulder areas including areas around traffic islands (e.g., scales and roll-off containers) at all locations;
- 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 curbs in any of the above areas;
- Along all curbs paralleling and adjacent to the traffic lanes;
- On side slopes of the landfill;
- At the base of litter control fencing *except* for the interior of the fencing at the Working Face;
- In stormwater conveyance features, such as swales, downchuttes and berms as long as there is no standing water;
- Adjacent to buildings and open structures;
- On compacted roads and gravel pathways.

The cleaning operation shall not include removal of materials in the following areas:

- areas undergoing construction (such as cover soil borrow areas or lined subcells)
- in stormwater control ponds;
- in features with standing water;
- in leachate storage ponds;
- inside the fencing of the landfill gas control yard;
- in covered and uncovered manholes, vaults, and other confined spaces;
- in vegetation at a height greater than six (6) feet from the ground;
- in vehicles at the Site;
- inside of buildings.

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.

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 bags shall be empty upon arrival prior to performing any litter pickup.

WATER, POTABLE

- The Contractor is responsible for providing potable water for the Crew.

MAINTENANCE OF TRAFFIC

- Litter patrol shall not impede traffic at the Quarantine Road Landfill.

EQUIPMENT

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

The Crew shall have ready access to the following as provided by the Contractor on a daily basis:

- hand picker tools;
- proper and functioning personal protective equipment (PPE). At a minimum PPE is to include puncture resistant boots, puncture resistant gloves, long sleeve shirts and long pants, suitable head covering and safety glasses;

- a first aid kit;
- containers for potable water; and
- trash bags, paper and compostable material, typ. 30-gallon volume.

LOCATION OF WORK

Baltimore City 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 be prepared to begin operations no later than five days after Notice to Proceed, in general, and within five (5) business days 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 the litter patrol at any time and the Site Supervision will make the sole determination as to whether the litter patrol is performing satisfactorily.

SEQUENCE OF WORK SCHEDULES

Prior to beginning work, the Contractor and the Site Supervision will discuss the sequence of operation prior to commencing litter pickup operations.

INSPECTION OF WORK

The City will monitor the Contractor's work performance on a daily basis. All areas 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.

In the event an 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 required cleaning at the direction of the Site Supervision.

In no event will the 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 4:00 PM on June 15, 2022. 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 two (2) years' experience in similar cleaning 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."

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/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.
- If claiming landfill specific experience, the Vendor shall provide the name of the proposed team-member with said experience, the name of the landfill and the duration of the experience.
- Liability and Worker's Compensation insurances as detailed in section XII below.

X. CONTRACT REQUIREMENTS:

- This is a Lump Sum Job for a daily call-out, each with a duration of **five (5) to ten (10)** consecutive workdays for each event. 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 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 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. Copy of the City Supervision, or designee, sign-off for the work is required. 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 bid package offered to the Authority.

XII. LIABILITY AND INSURANCE REQUIREMENTS:

The Contractor must be covered by a sufficient amount of liability insurance. 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 LITTER PICKUP 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

- 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. 1-2022 QRL LITTER PICKUP**").

XIV. OPENING of BIDS:

Bids will be opened in accordance with the provisions in COMAR 14.13.01.09 at 12:10 PM on July 7, 2022.

XV. DURATION / TERM OF THE AGREEMENT/PROJECT:

The duration / term of the contract is one (1) year from Notice to Proceed issuance with two (2) one-year extensions at the Authority’s sole discretion. Pursuant to the Authority’s procurement regulations and relevant case law, the Authority cannot enter into mutual extension agreements for procured services (see COMAR 14.13.01 and *Mayor and City Council of Baltimore v. Bio Gro Systems, Inc. (Md. 1984)*).

XVI. ATTACHMENTS:

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

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

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 litter pickup day at the Quarantine Road Landfill, per specification.	\$ _____ (this will be multiplied by 10 for the two week service during evaluation)

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 # QRL LITTER PICKUP**

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 24 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

FEDERAL TAX ID NO. _____ DATE: _____