

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: Frederick County – Compost Pad Resurfacing
AGREEMENT NO. 1-2022 Frederick County Compost Pad Resurfacing
ADVERTISEMENT DATE: September 7, 2022
BID DUE DATE / TIME: September 29, 2022, 4:00 PM

All references to time in this IFB refer to Local Time.

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a contractor to resurface the compost pad located at the Reichs Ford Road Yard Waste Recycling Site in Frederick County, Maryland.

This IFB is for an exclusive agreement with a primary contractor, who may use pre-approved subcontractors for the Work.

The selected contractor will be required to submit daily work tickets, bills of lading, asphalt delivery tickets, etc., to the Authority Representative/Engineer as the 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), with the Subject heading “Frederick County Compost Pad Resurfacing,” on or before 4:00 PM, Wednesday, September 21, 2022.

III. BID DUE DATE

The Bids must be emailed to the Authority at procurement@nmwda.org on or before 4:00 PM on Thursday, September 29, 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. 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 Reichs Ford Road Landfill (RFRLF) on Thursday, September 15, 2022, at 11:00 AM. A brief site tour will follow. Proper Personal Protection Equipment ("PPE") will be required to participate on the site tour (closed toe shoes and long pants). Please RSVP to procurement@nmwda.org or to 410.333.2730 by 12:00 PM, Wednesday, September 14, 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.

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.

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 the State 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 Frederick County, 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 Compost Pad Resurfacing 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 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 (90) 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.

VI. DEFINITIONS

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

“Authority Representative” means the Authority’s Executive Director, or any other person designated by the Authority’s Executive Director as the Authority Representative hereunder.

“Contractor” means <XXXX> (hereafter XXXX), and their individual permitted successors and assigns.

“County” means Frederick County, Maryland, and its successors and permitted assigns.

“County Representative” means the Department Head of the Frederick County Department of Solid Waste Management, or any other person designated by the Department Head hereunder.

“Compost Pad Resurfacing” means the designed repairs and resurfacing as set forth in the approved plan set, attached hereto as Attachment No. 2 and incorporated herein.

“Design Engineer” means the Authority’s engineer, ARM Group LLC, who will act as the construction manager/ inspector for the Work.

“Work” means the implementation of the Compost Pad Resurfacing.

“Work Plan” means the Contractor’s written plan for the prosecution of the Work, including the compliance of permits and approvals that are needed, a general outline of the Work schedule, and a detailed CPM (Critical Path Method) of the Work. The schedule must identify when Authority approval is required.

VII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

The Contractor shall work between the hours of 7:00 AM and 5:00 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, in writing, if warranted. No Saturday or Sunday operations will be allowed, unless approved, in writing, by the County.

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.

The Compost Pad Resurfacing shall be done in a professional manner and in compliance with the approved plans and all applicable laws, ordinances and permits. Detailed information pertaining to the resurfacing and repairs is set forth in the attached plan set (Attachment No. 2). In general, the Work will be comprised of the following:

1. Remove asphalt millings
2. Rework the surface of the operations pad
3. Place a layer of geogrid atop the operations pad
4. Place a pavement subbase
5. Please a second layer of geogrid within the pavement subbase
6. Place an asphalt pavement

The Design Engineer (ARM Group) will be responsible for managing all permitting requirements, as applicable, on behalf of the County and Contractor. The Contractor will be responsible for coordinating with the Design Engineer and meeting the requirements of all permits required to complete the Work.

Attached is the County's Stormwater Pollution Prevention Plan Permit (Attachment III – Reichs Ford Sanitary Landfill / Leachate Treatment Facility, Stormwater Pollution Prevention Plan).

Work under the agreement will begin no later than five days after the issuance of the written "Notice to Proceed" from the Authority.

All operations described in these specifications shall be conducted by the Contractor's personnel and shall be at the Contractor's sole expense.

- 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, unless those subcontractors are identified in the accepted bid.
- All equipment and personnel shall move in the same direction as traffic at all times during all cleaning operations, unless otherwise directed by Authority Representative.
- The Contractor must obey all traffic signals/signs (e.g., speed limit, restricted roads, safety) on the site and as a directed by Frederick County landfill management and personnel.
- The Contractor shall be responsible for any and all damage in connection with the Work that is not caused by ordinary wear and tear. "Ordinary wear and tear" means only the normal deterioration of the site, property or equipment caused by ordinary, reasonable and proper use of equipment. Any damage resulting from the Contractor's Work that is not ordinary wear and tear will be corrected to the satisfaction of the Authority and the County, at the sole cost and expense of the Contractor.

DEBRIS DISPOSAL

- The final disposal of debris collected during all operations shall be disposed of at locations as approved, in writing, by the Authority Representative. 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.

WATER

- Water for equipment shall be made available at the RFRLF.

EQUIPMENT

- The equipment used for the Work shall be of sufficient type, capacity and quantity to safely and efficiently perform the Work as specified.
- All vehicles used by the Contractor shall be performance worthy by visual and operational inspection.
- Deliveries shall only be made to the site (1) with the Contractor present and (2) between the hours of 7:00 a.m. and 5:00 p.m. (Monday – Friday). No queueing of asphalt loads will be allowed.

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, fails 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.

LOCATION OF WORK

Frederick County Yard Waste Recycling Site
Division of Solid Waste and Recycling
9031 Reichs Ford Road
Frederick, MD 21704

WORK SCHEDULING

The Contractor shall begin the Work no later than five days after the Authority issues the Notice to Proceed, unless otherwise agreed to in writing. The Contractor shall leave the names and telephone numbers of two individuals who may be contacted at any time by the Authority, Authority Representative or Design Engineer.

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 Authority Representative, is complete. The Authority reserves the right to stop Work at any time and the Authority Representative will make the final determination as to whether the Work is satisfactory.

Yard waste operations will be ongoing during construction. A phased construction approach will be required as approved by Frederick County and per the approved plan set.

The Work shall not proceed without written approval by the Authority indicating the acceptance of the Contractor's Work Plan.

INSPECTION OF WORK

The Design Engineer will monitor the Contractor's work performance on a daily basis. All work must be performed to the highest professional and industry standards and pursuant to the approved plan set and all permits related to the Work. The Contractor is not relieved of its obligation to comply with the terms of the agreement, or for defective work, by (i) approval of any drawing, submittal, or other document prepared by the Contractor, (ii) the activity, responsibility or administration of the agreement by Authority personnel, or (iii) inspections or approvals required or performed by persons other than the Contractor.

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

The Design Engineer may maintain a daily log of completed work and will verify completion of the Contractor's Work.

In no event will the Contractor be allowed additional compensation by the Authority following rehabilitation or reconstruction related to identified Work deficiencies.

CHANGES TO WORK

Changes to the scope of Work must be in writing, set forth in change order, and agreed to by all parties. The Authority will not agree to a change in scope or any additional work (including any additional costs incurred) unless the Parties have executed a change order to reflect any such changes, prior to such work being performed or such additional costs being incurred.

VIII. 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, Wednesday, September 21, 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 IFB that would materially affect the bid.

Written requests for information or questions shall be emailed to 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:

Vendor shall have a minimum of 5 years of Maryland-based experience in projects similar in nature to the Work. Vendors submitting bids certify to the Authority and Authority Representative 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 must be submitted with the Bid:

- 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 three (3) references, with a project title. The project description of no more than 1-page should be accompanied with 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.
- Vendor shall submit evidence of the ability to obtain Liability and Worker's Compensation insurances as detailed in section XII below.
- Vendor shall submit evidence of the ability to obtain a performance bond in the amount of \$75,000 from a qualified financial institution. The performance bond will be required prior to contract execution. A Letter of Credit, for the same amount, may be substituted for the performance bond.

X. CONTRACT REQUIREMENTS:

- Contractor 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 Frederick County 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 Contractor shall guarantee all work included in the "Agreement" against any defects in workmanship for a period of 365 days after the Term of the agreement; and shall satisfactorily correct, at no cost to the Authority or the County, any such defect. Such defect shall be corrected by the Contractor within one calendar week.
- No sub-contractors shall be permitted to work under this contract without the prior written consent of the Authority. Sub-contractors identified in the Contractor's bid will be deemed accepted, unless otherwise noted in writing.
- Provide submittals for review as shown on the approved plan set.

Unsatisfactory Work:

- In the event the work performance of the Contractor is unsatisfactory; the Contractor will be notified by the Authority Representative and/or the Authority within one-day 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 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 (9th) 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 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 Contractor'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

If the Authority disputes any amount owed under the agreement, the disputed portion of the invoice will not be paid until resolution of the dispute. Pending resolution of any dispute, Contractor must continue to perform its obligations under the agreement.

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 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 County have been named as additional insureds to the Contractor'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 contained in this

contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and the County, and their respective directors, officers, members, 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 subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor 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.

- 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, and the items listed in Section VIII.

Bid submissions must be emailed to procurement@nmwda.org with the Subject heading "Bid Submission – Agreement No. 1-2022 Frederick County Compost Pad Resurfacing."

XIV. TERM OF THE AGREEMENT/PROJECT:

The term of the contract begins upon acceptance of the bid by the Authority and upon completion of Work and approval from the Authority, County, and Design Engineer; no later than June 30, 2023.

XV. ATTACHMENTS:

- Agreement Bid Form - Attachment No. I (required with bid submittal)
- Approved Plan Set – Attachment No. II (not required with bid submittal)
- Reichs Ford Sanitary Landfill / Leachate Treatment Facility, Stormwater Pollution Prevention Plan – Attachment No. III (reference)

ATTACHMENT I - BID FORM - PAGE 1 of 2
INVITATION FOR BID FREDERICK COUNTY COMPOST PAD RESURFACING

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

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 FREDERICK COUNTY COMPOST PAD RESURFACING**

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	Reference Project	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:

**ATTACHMENT I I- APPROVED PLAN SET
INVITATION FOR BID FREDERICK COUNTY COMPOST PAD RESURFACING**

**ATTACHMENT III – REICHS FORD SANITARY LANDFILL / LEACHATE
TREATMENT FACILITY, STORMWATER POLLUTION PREVENTION PLAN**