

TOWN OF CHARLESTOWN, MD

RFP # 2022-02

REMOVAL OF HOUSEHOLD TRASH & RECYCLABLES

The Town of Charlestown is seeking qualified Contractors to enter into an agreement effective July 1, 2022 for the removal of trash and recyclables from private homes, public buildings, and parks, in Town, for the period commencing July 1, 2022 and ending June 30, 2025. Price quotes must be received no later than **Friday, June 24, 2022 at 4:00 PM.**

Submittals should be emailed or addressed to:

**Town of Charlestown
P.O. Box 154
241 Market Street
Charlestown, Maryland 21914**

**ATTN: Bryan Lightner
Town Administrator
410-287-6173
blightner@charlestownmd.org**

Scope of Work

1. The Town serves an area of approximately two square miles, a population of approximately 1,450 residents, with +/- 723 residential units.
2. Collections of regular household trash and recyclables shall be made on Monday of each week between the hours of 6:30 A.M. and 4:00 P.M. If Monday is a legal holiday, trash collection shall be made on the next following business day. Contractor shall maintain a consistent collection route and time for collection of trash and recyclables from each Town customer.
 - a. The Contractor shall not be responsible for the collection of bulk items.
 - b. The Contractor shall not be responsible for the collection of yard waste.
 - c. The Contractor shall be responsible for the collection of household trash and recyclables, and provide their own company containers for doing so.
 - d. The Contractor shall provide a separate truck for the collection of household trash and recyclables.
 - e. The Contractor shall provide, at no charge, (2) two dumpsters and collect trash from said dumpsters on Mondays, between the hours of 8-10 am. A (8) eight cubic yard dumpster is to be located at Veteran's Park and a (8) eight cubic yard dumpster is to be located at the Town Maintenance Shop.

- f. The Contractor shall empty Town trash can liners listed on "Attachment 1". All trash can liners will be removed from their containers and placed at curb side by the Town Maintenance staff prior to the scheduled collection hours on Mondays, between the hours of 8-10 am.
3. Contractor shall arrange for the proper disposal of all trash and recyclable items in a manner satisfactory to the Health Department of Cecil County and in conformity with regulations of the Cecil County Landfill and the State of Maryland.
4. After emptying recyclable and trash containers, the Contractor shall neatly place them on the premises from which they were collected.
5. The Contractor shall furnish all equipment and labor necessary to comply with this contract at its expense.
6. If the Contractor refuses to collect any recyclables, trash or other acceptable items from any residence within the Town of Charlestown, said Contractor shall provide the Town with notice of same within twenty-four (24) hours of the time when collection should have been performed. The Contractor will advise the Town why collection was refused.
7. The Contractor shall hold the Town harmless from any liability incurred as a result of the negligent conduct or willful misconduct of the Contractor's business in the Town of Charlestown and agree to defend or reimburse the Town for any expenses incurred by the Town as a result thereof in the Town of Charlestown.

8. Failure to Complete Collection Schedule:

- a. Should the Contractor fail to complete a regularly scheduled collection on the appropriate day within the specified time, the Contractor shall forfeit a sum equal to one-fourth (1/4) of the payment for that month.
- b. If the Contractor fails to complete two (2) collections in one calendar month, the Contractor shall forfeit one-half (1/2) of the monthly payment.
- c. If three (3) collections are not completed per the contract, the Contractor shall forfeit three fourths (3/4) of the payment for that month.
- d. If a regularly scheduled collection is not completed on the specified day due to weather conditions or street conditions, which effectively prohibit trash and recyclables collection, the above provisions for forfeiture shall not apply, provided said collection is completed as soon as possible.

9. Failure to Perform:

- a. If the Contractor violates or refuses to perform fully any provisions of this Contract, or if it shall appear to the Town that the Contractor is or may be liable to the Town or to a resident or other entity within the Town of Charlestown for damage or injury to person or property which is not fully covered by insurance, then the Town may withhold such amount as may be reasonably necessary to secure or pay for such damages to the Town or the injured party. The Town may declare the withheld amount to be then used for or applied to the damage caused by the Contractor. The remedies provided for in this

paragraph are in addition to and not exclusive of the remedies elsewhere provided for in this Contract or by law.

- b. For purposes of this Contract, any damage or breach caused by an employee, equipment, or agent of the Contractor shall be considered damage or breach caused by the Contractor.
- c. Should the Contractor fail to complete more than three (3) scheduled collections in any one year; or should any proceedings be initiated to declare the Contractor insolvent or bankrupt, either voluntarily or involuntarily, including any proceeding pursuant to Chapter 11 of the Bankruptcy Code or any assignment for the benefit of creditors; or should any other material breach of this Contract by the Contractor occur, the **Town may cancel the contract.** This provision is to reflect the difficulty of enumerating all the damages which the Town will suffer due to a violation of this Contract.

Proposals

- 1. Proposals shall include:
 - a. Cover sheet with contractor's name, address, phone, fax, email, and contact information.
 - b. Bid price, including all materials and services required to fulfill the Scope of Work. Partial or incomplete bids will not be accepted.
 - 1) **The term of the contract will commence July 1, 2022 and end June 30, 2025.**
 - 2) The number of residential units to be serviced by the Contractor, as of July 1, 2022, are **seven hundred and twenty-three (723).**
 - 3) The total Contractor fee, per month, per residential unit - _____.
 - 4) The total Contractor fee, per month, based on the total number of residential units indicated in Section (2) above - _____.
- 2. The Town of Charlestown is exempt from sales tax and no such tax will be included in the bid price. A tax-exempt certificate will be provided upon request.
- 3. Proposals will be exempt from disclosure until the evaluation and selection process has been completed.
- 4. Residential units may be added periodically. When this event occurs, the Town will notify the Contractor within (15) fifteen days of such additions. The Contractor will bill the Town, the next billing period, for each additional residential unit at the awarded contract cost per residential unit.
- 5. The fee per residential unit, which the Town shall pay the Contractor, should include any anticipated change in TIP fees imposed by the Cecil County Landfill and should be held firm for year one (1) of the contract period July 1, 2022 – June 30, 2023.

6. It is the intent of the Town to request pricing to be held firm for the duration of the contract. If, however, the Contractor shall incur additional TIP fees from the Cecil County Landfill, the Town will consider renegotiating a one-time increase in year two and year three of the contract. If this event occurs, proposed pricing should be in place by June 1 of the proposed year. The Contractor shall provide documentation of any TIP fee increase.

Questions

All questions pertaining to this RFP shall be directed to:

Bryan Lightner, Town Administrator

**Town of Charlestown
241 Market Street
P.O. Box 154
Charlestown, MD 21914
blightner@charlestownmd.org
410-287-6620 fax
410-287-6173 phone**

All additional questions must be submitted in writing via email or letter, and received by **Tuesday, June 14th at 5:00 PM**. A written response, including the question, will be emailed to all potential contractors.

General Requirements

1. Compensation and Employer's Liability Insurance:
 - a. The Contractor shall retain during the life of the Contract the Statutory Workmen's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract.
 - b. The Contractor shall not begin work until the Contractor has first filed with the Town satisfactory evidence that insurance of the above nature is in full force and effect. All insurance binders shall indicate that said insurance shall not be cancelled or changed without giving the Town of Charlestown thirty (30) days' written notice in advance.
2. Bodily Injury Liability and Property Damage Liability Insurance:
 - a. The Contractor shall maintain, during the life of this Contract, Bodily Injury, Liability and Property Damage Liability Insurance to protect him while performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as claims for damages for property damage, which may arise from contract operations, whether such operations are by himself or by anyone employed by the Contractor and the amount of such insurance shall be not less than One Million Dollars (\$1,000,000)

- b. Bodily Injury Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- 3. Property Damage Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages on account of any one accident, and in the amount not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.
- 4. If the Contractor so chooses, the Contractor may provide a single limit policy of liability insurance in an amount not less than Five Million Dollars (\$5,000,000).
- 5. The Contractor shall present to the Town written evidence of insurance coverage as required herein. Said insurance certificates shall state that the insurance coverage provided for therein shall not be cancelled or modified without thirty (30) days' written notice in advance to the Town.

Evaluation of Proposals

Review and Approval Process

All proposals received by the closing deadline of **4:00 PM, Friday, June 24th, 2022**, will be reviewed by the Charlestown Town Administrator. The Charlestown Commissioners will further evaluate and award the contract on or before the next Town Meeting, **June 28th, 2022**.

Rejections

The Commissioners of Charlestown reserve the right to waive any informality and reject any or all bids, and to accept any or all proposals which in their judgment are in the best interest of the Town, or to re-advertise for a new bid.

Attachment 1

Following are the locations of the trash can liners referenced in Sect. (2.), item (f.), page 1 of the "Scope of Work". All trash can liners will be removed from their containers and placed at curb side by the Town Maintenance staff prior to the scheduled collection hours on Mondays, between the hours of 8-10 am. The trash contents of the liners are often consolidated; thus, the number of liners may vary from week to week.

Location:	No. of Liners
Athletic Complex	4
Charlestown Cemetery	1
Post Office	1
Fairgreen Park	2

Basketball Court	1
Foot Log Park	1
Sandy Beach	1
Long Point Park	2
Public Boat Ramp	2
Veterans Park	5
Municipal Boat Dock	2
Avalon Park- Lot A & Lot B	2
Tory House	1
Corner of Cecil & Baltimore St.	1
Chesapeake Rd @ Trailer Park Entrance	1
Trinity Woods Playground	3
Fire Company	1
Total	31