

# Town of Kennebunkport, Maine

## Invitation to Bid

### **1.0 SCOPE OF WORK/BID OPTION DESCRIPTIONS**

The intent of this contract is for a duration of 5 or 10 years for:

1. Option 1 – Weekly pickup of solid waste and recycling.
  - a. Solid Waste (within a cart) Collection and Recycling (single stream within a cart)  
Collection will be limited to carts provided by the Contractor. Any waste or recycling outside of the carts will be deemed ineligible for collection. Carts will be approved by the Town.
  - b. Trash Barrel collection of solid waste (Dock Square, Goose Rocks beach, & Parks, see addendum 1 for listing - barrels supplied by Town)
    - 1) Daily pickup from May 15 – October 15
    - 2) Twice per week pickup from October 16 – December 20
    - 3) Once per week pickup (reduced number of barrels) from December 21 – May 14.
2. Option 2 – Weekly pick of solid waste and bi-weekly (every two weeks) pickup of recycling.
  - a. Solid Waste (within a cart) Collection and Recycling (single stream within a cart)  
Collection will be limited to carts provided by the Contractor. Any waste or recycling outside of the carts will be deemed ineligible for collection. Carts will be approved by the Town.
  - b. Trash Barrel collection of solid waste (Dock Square, Goose Rocks beach, & Parks, see addendum 1 for listing - barrels supplied by Town)
    - 1) Daily pickup from May 15 – October 15
    - 2) Twice per week pickup from October 16 – December 20
    - 3) Once per week pickup (reduced number of barrels) from December 21 – May 14.
3. Bid Alternative A – The Contractor will provide and maintain all carts for recycling and solid waste pickup. The Town estimates that 6,200 (3,100 MSW carts, 3,100 recycling carts) carts will be necessary to provide service throughout Town. All carts will be embossed with the Town Seal. During the implementation of the automated waste collection system the Contractor will be responsible for the delivery of all carts to households. The Contractor shall be responsible for the replacement, maintenance, and delivery of carts throughout the duration of the contract.

## **1.1 QUALIFICATIONS OF BIDDERS**

No agreement shall be awarded to any bidder who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the specifications.

All bidders hereunder must furnish satisfactory evidence to the Town that they have operated, presently operate, or have the ability to operate in the area that the Contractor is submitting a bid on. This can be a municipal collection service, including collection of recyclables, transfer station, or a composting collection system and are familiar with all weather conditions prevailing in this area. Bidders with the experience outlined shall submit a list of geographic areas in which they are collecting municipal waste and/or recyclable material, managing a transfer station(s) or composting collection systems with their proposal. The list of communities shall include length and type of contract, name and size of municipality, and name of contact person at the community. The Town may inspect or call the respected services.

Each proposal shall include the name and address of the owner, all principals and/or partners, and all stockholders holding greater than ten (10%) percent of authorized and issued stock.

Each bidder, if a corporation, shall include the state of incorporation and its principal officers. Each bidder, if it is not a Maine corporation, must include a certified copy of the certificate to do business in the State of Maine.

All bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, experienced personnel and expertise to perform services required by the specifications and shall furnish such information and/or proof of these qualifications, including the qualifications of the person(s) that the bidder will make its manager and contact person, with their proposals.

The bidder shall submit proof of their ability to obtain a performance bond with the bid. The Town reserves the right to reject any and all bids for reasons it deems appropriate.

Each area of service may not be assigned, sublet, or transferred without the written consent of the Town.

## **1.2 TIMELINE OF PROCESS**

- July 20, 2023 – Town releases Invitation to Bid
- July 21, 2023 – August 10, 2023 – Period for Asking Questions regarding Bid
- August 23, 2023 - Deadline for Receiving Bids (2:00 pm)
- Bid Award, September 14, 2023
- Carts to be delivered during the month of August for a start date of September 1, 2024
- September 1, 2024 – Begin delivery of service.

## **1.3 INVENTORY OF EQUIPMENT**

Bidders proposing to collect and transport municipal solid waste and recyclables shall supply with their bid a detailed inventory of all their equipment to be dedicated to the performance of

this Contract showing each type by model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. All leased equipment shall be separately listed and the time remaining on each leased machine shall be shown as well as any options of renewal. Any equipment to be used during the term of this Contract shall not exceed eight (8) years of age at any time. Delivery guarantees by manufacturers of new equipment that is to be purchased shall be provided to the Town within 60 days of the award of the bid. Failure to provide the documentation shall constitute a default.

The Contractor shall supply all equipment, materials, and labor required to complete the work. The cost and expense of all the necessary labor, tools, material, and equipment required to complete the work shall be included in the prices stated in the Bid.

The Contractor shall be responsible for:

- (1) assuring that solid waste is collected and disposed consistent with the terms of Kennebunkport's Waste Management Ordinance, and
- (2) maintaining the quality of the recyclable material and making every attempt to minimize contamination of said recyclable material.

The Contractor shall record the address where any contaminated recyclable material is collected and forward the information to the Town in order to facilitate education and enforcement.

Contractor must include a tip fee (costs), revenue, and a clearly defined market mechanism outlining a determination of shared costs/revenues based on recyclable markets and processing costs.

#### **1.4 BIDDER RESPONSIBLE TO LEARN LOCAL CONDITIONS**

Bidders are cautioned to examine carefully the conditions affecting the collection and transportation of municipal solid waste and recyclables and to acquaint themselves with the quantity and character of the material to be handled under this Contract.

In the Town of Kennebunkport, residential and small commercial<sup>1</sup> properties are eligible for curbside residential municipal solid waste and recyclable collection service. The total number of collection stops per week is approximately 3,000. The annual weight of Municipal Solid Waste (MSW) collected is approximately 2,200 tons. The annual weight of recyclable materials is 370 tons.

Each bidder is cautioned to become fully familiar with the Town of Kennebunkport and all the physical characteristics of the Town which in any way affect the bid and all services contemplated herein. Submission of a bid shall be deemed conclusive evidence that the bidder is fully acquainted with and shall be fully responsible for any restrictions, constraints, or any physical difficulties inside the municipal boundaries of the Town of Kennebunkport, including the site(s) to which the waste and recyclables shall be delivered and processed. It is the bidder's responsibility to base their bid upon conclusions that are drawn from their own investigations.

No trip performed in fulfillment of the obligations in this Contract shall include solid waste collected from any establishment other than those described in this Contract. Recyclables

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<sup>1</sup> Defined as a property that can be serviced with one recycling and one MSW cart

from Kennebunkport may not be mixed with material from entities outside Kennebunkport or any other location. It shall be the Contractor's responsibility to track all recyclables for Kennebunkport and provide annual tonnage by category if applicable. All residential solid waste must be delivered to the Casella Waste facility at Westbrook. All recyclable materials collected under this Contract shall be delivered to a Contractor of the applicants choosing.

It shall be the responsibility of the Contractor to adhere to all applicable sections of Kennebunkport's Ordinances unless specified otherwise in this Contract.

**Each bidder shall break out the cost for solid waste collection and recycling collection on separate lines on the bid form.**

The Contractor shall have the ability to add personnel or equipment to meet the demand for services during periods of heavy material generation, such as during springtime, summer time, Christmas

holidays, etc. The Contractor shall remove all properly prepared municipal solid waste and recyclable material that is placed at the curb each week and that is covered by these Contract documents.

Pertinent Data Concerning the Current Operation:

Town Population:

3,680 Number of Public Road Miles

52

Estimated Number of Stops

3,000

Housing Count: (this information represents Assessing information on housing)

- |                         |  |
|-------------------------|--|
| • Residential           | 2,643                                      |
| • Residential Condo     | 211  |
| • Residential Apartment | 5  |
| • Mixed Use             | 49   |
| Sub-Total               | 2,908                                      |
| • Commercial Improved   | 197  |
| • Industrial Improved   | 11   |
| • Exempt                | 24   |
| • Municipal Facilities  | 9 (includes three (3) four-yard dumpsters) |

Current Route (WINTER):

- Tuesday Trash
- Thursday Trash
- Friday Trash

Every Other Week

- Tuesday Recycling
- Thursday Recycling
- Friday Recycling

Current Route (SUMMER: June – Labor Day):

- Tuesday Trash
- Thursday Trash
- Friday Trash
- Saturday Trash – Goose Rocks Beach

Every Other Week

- Tuesday Recycling
- Thursday Recycling
- Friday Recycling
- Saturday Trash – Goose Rocks Beach

## **1.5 WORK TO BEGIN and CONTRACT PERIOD**

Upon acceptance of the bid by the Town, the general collection of municipal solid waste and recyclables shall begin on September 1, 2024. All bidders must supply a local phone number, and have a designated supervisor or manager for the duration of the contract, and have the ability to respond to complaints and requests for service within the same day the information is received. It shall be the Contractor's responsibility to retrieve any missed stops on the same day they are missed.

- The contract period will be for five (5) years with an automatic five (5) year renewal, subject to a satisfactory performance review. The contract would begin on September 1, 2024 and end August 31, 2029 with an extension option. Carts would be delivered during the month of August 2024.

## **1.6 CONTRACT ADMINISTRATION**

The Town of Kennebunkport, through the Town Manager or his designee, shall administer the provisions of this Contract. The collection schedule, the method of collection, and the transportation of material collected must all be in a manner satisfactory to the Town Manager or their designee. Decisions of the Town Manager or their designee will be final.

### **A. Invoice & Payment**

The contractor shall be entitled for payments to be made in the following manner:

- Invoices: Each monthly invoice shall be for one twelfth (1/12) of the annual contract price for work completed during the prior month.
- Payment: Payment by the Town to the contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and claims based on contractor's failure to perform work as specified.
- Contractor shall increase the invoice amount on an annual basis starting on September 1 or each year of the contract. The contract will be increased by the lesser of five (5) percent per year or the previous year December to December 12-month percent change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics for ME, NH, MA, CT. The percentage of increase at no point shall increase greater than 5.0% per year.

- Fuel adjustment fees for picking up solid waste and recyclables shall have a base of \$4.25 per diesel gallon or \$4.00 per gallon for gas. To request a fuel adjustment fee, the price of a gallon must be higher than the base cost for more than 30 days. Contractor will submit supporting documentation to the Town. Under no circumstances shall the increase in the fuel adjustment be more than the CPI increase in any given year.
- The Contractor and the Town of Kennebunkport shall have the right to negotiate regarding stop count changes each year. Stop count change data shall be tabulated on two separate dates mutually agreed upon and averaged.

## **B. Cancellation by Town**

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his creditors, or if he/she should cease solid waste and recycling collection, or should fail, except in cases which extensions of time are provided, to supply enough properly skilled workers or proper materials or equipment or disregard the laws, ordinances or the instructions of the Town or otherwise breach any provision of the Contract, then the Town, without prejudice to any other right or remedy and after giving the contractor seven (7) days notice, may terminate this agreement.

## **C. Assignment**

The Contractor shall not assign the Contract or any portion of the service nor sublet it in whole or in part, nor delegate any of the work to be performed to any other person, firm or corporation without written approval of such act by the Town.

## **1.7 COLLECTION PROCEDURES**

### **A. Definitions:**

1. **Town** shall mean the Town of Kennebunkport, a body corporate and politic of the State of Maine and shall include all streets and ways and all buildings and improvements within the Town boundaries as set forth on an official map filed in the office of the Town Clerk.
2. **Municipal Solid Waste** shall mean all Municipal Solid Waste as defined in all applicable State Law and Rules for which the Town accepts responsibility for collection, transportation, and disposal and which may be accepted for disposal according to Town and agreement with Casella Waste by contract.
3. **Recyclables** shall mean all components of Municipal Solid Waste as defined in all applicable State Law and Rule for which the Town accepts responsibility for collection, transportation and which may be processed as recyclables according to the Town Ordinance and contractual agreements.
4. **Automated Collection** shall mean a collection system consisting of specially designed, wheeled carts and refuse and/or recycling collection vehicles that are equipped with automated arms.

5. **Standard Collection** shall mean a collection system consisting of picking up solid waste trash in and collection of recyclables sorted per the Town's ordinance.
6. **Collection Days Route** shall mean the scheduled municipal solid waste and recyclable collection patterned for any particular calendar day provided said schedule has been pre- determined by the Contractor and approved by the Town Manager or their designee in accordance with the terms and conditions of these Specifications.
7. **Holiday for Kennebunkport** - If a holiday falls on the scheduled collection day, the Contractor may pickup on the Holiday or shall schedule a make up day for the solid waste and recycling collection, on a day approved by the Public Works Director. All holiday pickup schedules must be approved by the Public Works Director by January 1 each year.

These days are collected before or after the Holiday occurs:

- New Years' Day
  - Martin Luther King Day
  - Presidents' Day
  - Patriots' Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Indigenous People's Day
  - Veterans' Day
  - Thanksgiving Day
  - Christmas Day
8. **Casella Waste** shall mean disposal facility at 590 County Road in Westbrook. Residential waste shall be delivered to this address per the Town's long-term Solid Waste Disposal Contract.

#### **B. Standard Curbside Collection:**

1. Collection procedures shall be as stipulated by the Town's Ordinances and the Town Manager or their designee.
2. No collection will be required from inside any building.
3. Solid waste and recyclables shall be placed at the curb in accordance with the Ordinances and Policies of the Town no later than 6:30 A.M., prevailing time, on the day of collection and the Contractor shall commence collections at that time. Collections shall end no later than 4:00 P.M. without the Town Manager or his designee's approval.
4. Vehicles used for solid waste collection shall be vehicles designed and manufactured for automated curbside solid waste collection and must be approved by the Town. Vehicles used for recyclables collection shall be vehicles designed and manufactured for automated curbside recyclables collection. In emptying solid waste and recycling containers, the Contractor and his employees shall place, not drop, the containers or

bins on sidewalks or any other place, shall not handle the bins so as to damage them, and shall place all bins or containers at least two feet (2) off the travel way. No scavenging shall be performed or permitted along the streets and all recyclables or refuse dropped in handling shall be picked up by the Contractor's employees. Furthermore, the Contractor agrees that the waste collection or recycling hopper(s) of the truck will be frequently emptied to prevent recyclables and other litter from being deposited or blown from the collection hoppers into the travel way or into the environment.

The Contractor shall be responsible for any damaged solid waste carts or recycling carts in the first year caused by the Contractor. The Contractor shall replace any carts if, in the opinion of the Town Manager or their designee, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street in the Town or in any other place with the Town boundary, except at a facility approved by the Town Manager or their designee. Contractor will deliver carts to each home designated in the database. The Town will maintain a supply of the carts for replacement after year one. The Town will repair any carts after year one. Any damage to the carts by Town plow trucks will be addressed by the Town.

5. All solid waste and recyclables collected pursuant to these specifications shall be collected by vehicles, which shall be emptied and void of all solid waste or recyclables or other material prior to the commencement of a day's collection route. No out-of-town solid waste or commercial solid waste shall be mixed with Town's residential solid waste collection by the Contractor.
6. All municipal solid waste and recyclables collected by the Contractor shall be transported on the same day it is collected by the Contractor, unless permission is received from the Town Manager or his designee. All collection trucks provided by the Contractor shall have bodies designed to prevent spillage and shall be maintained at all times in a clean and sanitary condition. The Contractor shall comply with all State and Federal Laws and Regulations and Town Ordinances relating to the collection and transporting of solid waste and recyclables.
7. Direction/Supervision: The operation of collecting municipal solid waste and recyclables shall be administered under the direction of the Town Manager or his designee. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or the Contractor.
8. The Contractor shall monthly report to the Town annual tonnage amounts on recyclable materials and solid waste disposal. The Contractor will supply additional reports as necessary. The reporting will comply with State requirements.
9. Contractor shall track the number of lifts per cart per household with a minimum of 95% or better accuracy.
10. The municipality will own the carts at the end of the term of the contract.
11. The Contractor shall have access to a spare truck within 24 hours or an alternate solution acceptable to the Town to maintain continuity of collection.



12. The Contractor for Residential Household Compost Collection will maintain and service all containers for the length of the contract.

### **1.8 DISPOSAL FEES**

All fees for disposal, now or within the Contract period, and any extension thereof, shall be paid by the Town for all municipal solid waste collected under this Contract, except as provided. Contractor must include a tip fee (costs), revenue, and a clearly defined market mechanism outlining a determination of shared costs/revenues based on recyclable markets and processing costs. The Contractor shall provide the average monthly cost per ton for processing and disposal of recycled materials over the past fiscal year (July 1, 2022 – June 30, 2023). The Contractor shall be responsible for any recyclable material that is deemed contaminated and unfit for acceptance as a recyclable material by ecomaine or an alternative site (Contractor's choice) due to the Contractor's negligence in sorting and/or safeguarding the recyclable material while in his possession. The Contractor shall be responsible for all licensing and permitting as required by State, Federal and local regulations.

### **1.9 RENEWAL OF CONTRACT**

If Kennebunkport elects to extend the Contract at the end of any option as outlined in Section 1.5, the Town shall notify the Contractor one hundred and eighty (180) days prior to the anniversary date.

### **1.10 INSURANCE REQUIRED**

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Finance Director within thirty (30) days following notification of the Bid Award.

#### **A. Workers' Compensation:**

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed by the Contractor in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

#### **B. Indemnity Clause:**

Liability Insurance will be required of the successful bidder in which the successful bidder will be required to hold harmless and indemnify the Town of Kennebunkport from all claims legal or equitable, including court costs and reasonable attorney's fees

arising out of the Contractor's performance of the work required by the Specifications and this Contract.

**C. Liability Insurance:**

The Contractor shall carry and maintain, until final written acceptance of the work by the Town Manager or their designee, insurance as specified below and in such form as shall protect the Town of Kennebunkport and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Kennebunkport and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$1,000,000 on account of one occurrence and \$2,000,000 aggregate limit.
2. For liability for property damage \$2,000,000 on account of any one occurrence and \$2,000,000 aggregate limit.
3. An umbrella policy in the amount of \$2,000,000 covering the underlying policies. All policies shall be so written that the Town Manager's office of the Town of Kennebunkport will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Kennebunkport or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorney's fees arising out of the operation of the contract.

**D. Automotive Liability Insurance:**

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

**E. Pollution Liability Insurance:**

Pollution liability insurance in an amount of not less than \$1,000,000.

**1.11 MODIFICATIONS TO COLLECTION ROUTES**

The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. Minor modifications will not affect the overall scope of the work or add to the collection costs.

### **1.12 ROUTE COLLECTION MAPS**

The Town will provide a route map for collection of solid waste and recycling. Changes to this route map would be submitted to the Director of Public Works, who may after consultation with the Town Manager modify it. Contractor may propose a reduction in route days collected provided all pick up "stops" are achieved within the ordinance timeframe. Substantive changes to the routes will require 60 days for approval by the Town Manager. Household compost collection route may be the same.

### **1.13 O.S.H.A. REGULATIONS**

The Contractor shall, at all times, comply with O.S.H.A. regulations and enforce any Sub-Contractors to abide accordingly. Any violation either by the Contractor or his/her Sub-Contractors, shall be the sole responsibility of the Contractor.

### **1.14 PROMOTION OF SOLID WASTE AND RECYCLING COLLECTION**

The Contractor shall partner with the Town to educate citizens on best collection practices and the transition to the automated collection system. The Contractor should have budget funds allocated for web and printed material as a part of this promotion.

Should the contractor have additional in-house staff to assist in the promotion of the respective service please indicate what those services would be in the bid submission.

### **1.15 BID SECURITY AND PERFORMANCE AND PAYMENT BOND**

#### **A. Bid Security:**

Each bid must be accompanied by a certificate of authorization by the Contractor indicating the signatures have the capacity to commit the service. Bidder shall provide a bid bond equal to 5% of the bid or a certified check with the submission of the bid. Should any successful bidder withdraw its bid prior to contract signing, the bid bond or certified check in the amount of 5% of the deposit will be paid to the Town as an agreed amount of liquidated damages.

#### **B. Damages For Failure To Enter Into Contract:**

If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 days after notification by the Town that it is ready for signature, its bid will lapse at the election of the Town.

#### **C. Performance And Payment Bonds:**

The successful bidder shall provide a performance bond in an amount equal to one hundred (100) percent of the Contract Price for the first twelve (12) calendar months, which bond shall be duly executed and provided to the Town Manager upon execution of this agreement and in no event later than the date upon which Contractor begins services.

### **1.16 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to the Town Manager or their designee, Town of Kennebunkport, P.O. Box 566, 6 Elm Street, Kennebunkport, ME 04046, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted.

All addenda so issued shall become part of the contract documents.

### **1.17 AWARD OR REJECTION OF BIDS**

The Contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided the bid is reasonable (meets all contract requirements, financial stability, reference checks - up to and including businesses, residential, municipalities) and it is to the interest of the Town to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who the Town has knowledge of or reason to believe is not in a position to perform the contract as bid. To better ensure fair competition, and to permit a determination of the lowest bidder, bids that the Town deems to be non-responsive or impracticable may be rejected by the Town at its sole discretion.

### **1.18 QUESTIONS**

Any questions may be directed to The Town Manager or her designee.

Laurie Smith, Town Manager

[Lsmith@Kennebunkportme.gov](mailto:Lsmith@Kennebunkportme.gov)

Chris Simeoni, Director of Public Works

[Csimeoni@Kennebunkportme.gov](mailto:Csimeoni@Kennebunkportme.gov)

## **ADDENDUM 1**

### **BID INSTRUCTIONS FOR BID OPTIONS 1 & 2**

#### **LOCATIONS & NUMBER OF STOPS**

- A. The number of collection stops is approximately 3,000. All residential units and small businesses<sup>2</sup> in the Town of Kennebunkport are eligible for curbside recycling collection. Note that each stop, residential or business, will require pickup of two automated containers. Bidder is responsible for verifying actual stop count.
- B. The Contractor will be required to collect all residential and business recycling collection stops for the entire contract period.
- C. The Contractor shall collect solid waste from the designated locations below. Each area has various requirements as outlined below.
- Street Rubbish (as defined by Dock Square, Goose Rocks Beach, and Town properties will be collected at the designated locations indicated below.
  - Goose Rocks Beach rubbish (defined by Beach Location) and street rubbish receptacles shall be collected daily from May 15<sup>th</sup> through October 15, including Saturdays, Sundays and Holidays.
  - From October 16 – December 20, beach rubbish and street waste receptacles shall be collected twice per week.
  - From December 21- May 14, beach rubbish and street waste receptacles shall be collected once per week.
  - Quantity of beach rubbish containers will be reduced to 8 containers after Columbus Day through May 15<sup>th</sup> by Public Services.
  - Extra Beach Rubbish containers will be stored at the Public Works Department at 105 Beachwood Avenue.

#### **Public Trash Barrel Locations (Closest physical address)**

	<b>GPS Coordinates</b>	<b>Number</b>
2 Ocean Avenue	-70.47664 43.36175	1
2 Ocean Avenue	-70.47634 43.36162	1
8 Spring Street	-70.47652 43.36211	1
8 Spring Street	-70.47652 43.36211	1
3 Dock Square	-70.47710 43.36167	1
29 Dock Square	-70.47801 43.36127	1
40 Dock Square	-70.47733 43.36148	1
40 Dock Square	-70.47722 43.36136	1
14 Dock Square	-70.47702 43.36140	1
7 Ocean Avenue	-70.47672 43.36137	1
13 Ocean Avenue	- 70.47673 43.36098	1
25 Ocean Avenue	-70.47699 43.36065	1
Dock Square Parking Lot	-70.47733 43.36190	1
Dock Square Parking Lot	-70.47762 43.36174	1

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<sup>2</sup> Defined as a property that can be serviced with one recycling and one MSW cart

Dock Square Parking Lot	-70.47767	43.36172	1
Dock Square Parking Lot	-70.47774	43.36223	1
Silas Perkins Park	-70.47492	43.35801	1
Village Green	-70.47411	43.35877	1
Government Wharf Beach Entrance	-70.47318	43.34892	1
Colony Beach	-70.47400	43.34722	1
Parson's Way	-70.47311	43.34594	1
Parson's Way	-70.47330	43.34538	1
30 North Street Parking Lot	-70.47563	43.36617	1
Turbat's Creek Parking (74 Turbat's Creek)	-70.44609	43.35682	1
Cape Porpoise Pier (77 Pier Road)	-70.43125	43.36606	1
Fireman's Park	-70.43725	43.37825	1
781 King's Highway (Dyke Road Beach entrance)	-70.41731	43.39843	2
867 King's Highway (Bartlett beach entrance)	-70.41353	43.39850	1
924 King's Highway (Bel Air beach entrance)	-70.41091	43.39891	2
930 King's Highway (Belvidere beach entrance)	-70.41050	43.39923	2
950 King's Highway (Edgewood beach entrance)	-70.40981	43.39978	2
980 King's Highway (Proctor beach entrance)	-70.40896	43.40049	2
1017 King's Highway (Broadway entrance)	-70.40789	43.40110	1
6 Jeffrey's Way (Jeffrey's Way entrance)	-70.40471	43.40197	2
Rotart Park 105 Beachwood Avenue	-70.46235	43.38596	1
243 Ocean Aveunue (Whanby Beach)	-70.45902	43.34592	1

## **ADDENDUM 2**

### **APPLIES TO ALTERNATE A**

#### **RESIDENTIAL/SMALL BUSINESS CURBSIDE COLLECTION CONTAINERS**

Specifications to supply the Town of Kennebunkport with 30-40, 60-70, and 90-100 gallon size universal rollout waste containers for fully-automated and semi-automated waste collection. The majority of waste containers will be in the 60-70 gallon size, but the alternative sizes may be used on a special request basis.

#### **A. BACKGROUND INFORMATION**

The following specifications set forth describe the minimum acceptable features and performance requirements for the purchase of up to 6,200 plastic rollout containers to be used in automated waste/recycling collection. Bidders are to have thoroughly read and understood these specifications prior to proposal submission.

If the product being proposed does not meet a specification, then the bidder must check the individual item and list each deviation in the section titled, "Exceptions" and explain why their product does not meet the respective specification. Bidders who fail to do so will be disqualified as being non-responsive.

The container must be manufactured from extremely durable plastic, preferably low or high-density polyethylene.

The Town of Kennebunkport has a population of approximately 3,680. The Town is currently considering fully-automated collection of its municipal solid waste and having a curbside recycling one stream program. Therefore, bidders are asked to price-quote the purchase of up to 6,200 containers (approx. two carts per household). The Town is exploring a Solid Waste with Single Stream Recycling automated process. The amounts and sizes of containers will depend on the configuration of the program. The container lids would come in different colors and would be coordinated by function. The Town prefers the 64 gallon cart as the primary carts for solid waste and recycling. Smaller and larger carts are on a special request basis by the resident or business. There should be a certain supply of these odd size carts available. That volume necessary is up to the vendor to determine based on experience.

Containers will be supplied by the vendor.

Unless specifically stated otherwise, the specifications apply equally to the 30-40, 60-70, and 90-100 gallon containers.

Bidder agrees all containers being proposed are the manufacturer's most recent and advanced design and will be new and unused.

#### **B. INSTRUCTIONS**

**RESPONSE FORMAT** - In order to establish a uniform review process, it is requested the proposals be submitted in three sets of copies, organized in the following manner:

- A. TITLE PAGE
- B. TABLE OF CONTENTS
- C. LETTER OF TRANSMITTAL
- D. PROPOSER PROFILE
- E. CONTAINER SPECIFICATIONS
- F. WARRANTY
- G. ASSEMBLY AND DISTRIBUTION
- H. INSTRUCTIONAL MATERIALS
- I. EXCEPTIONS
- J. LEASE PURCHASE OPTION
- K. MINIMUM RE-ORDER
- L. ADDITIONAL DATA

### **C. EVALUATION PROCESS**

The Town shall review and evaluate proposals according to the following criteria, listed in random order:

- Recognition of Town proposal requirements/ability to meet Town of Kennebunkport needs/completeness of response
- Experience and expertise of proposing company's cart
- Cost

The Town of Kennebunkport wishes to select a cart that can best demonstrate the capability to provide the desired services, both currently and in the future, with quality and innovation at a competitive price.

### **D. TIMEFRAME**

Proposals submitted will be evaluated by the Public Works Director and staff for recommendation to the Town Manager. The expected timetable for this selection is as follows:

- July 20, 2023 – Town releases Invitation to Bid
- July 21, 2023 – August 10, 2023 – Period for Asking Questions regarding Bid
- August 23, 2023 - Deadline for Receiving Bids (2:00 pm)
- Bid Award, September 14, 2023
- Carts to be delivered during the month of August for a start date of September 1, 2024
- September 1, 2024 – Begin delivery of service.

All bidders acknowledge and understand that the Town will not pay for any costs incurred by any bidder in connection with the preparation or submission of a proposal.

The Town of Kennebunkport reserves the right without prejudice to reject (failure to meet specifications, references, quality of material) any and all proposals.

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this Invitation to Bid unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Kennebunkport and the Contractor firm selected.



**BID FORM FOR ALTERNATE A  
RESIDENTIAL CURBSIDE COLLECTION CONTAINERS**

Specifications for 30-40, 60-70 and 90-100 Gallon  
Size Universal Rollout Waste Containers  
for Fully-Automated and Semi-Automated  
Waste/Recycling Collection

**A. TITLE PAGE**

Manufacturer \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

State/Zip \_\_\_\_\_

Telephone No \_\_\_\_\_

**B. TABLE OF CONTENTS**

Include a clear identification of the materials by section and by page number.

**C. BIDDER PROFILE**

1. Indicate whether the bidder represents a local, national or international company.
2. List the number of years the bidder has continuously produced/manufactured containers for automated and semi- automated rubbish removal. Manufacturer must have a minimum of five (5) years experience.
3. Point of Manufacture:
  - a. The bidder certifies container body or lid will not be manufactured by a sub-contractor, out of house control.
  - b. If the bidder is a distributor or dealer, then the proposal must include a statement from the manufacturer which owns the brand that all container bodies and lids will be manufactured by its own majority owned plants and not subcontracted.
  - c. Describe any sub-consultants to be used. Subcontracting of any portion of this purchase is absolutely forbidden without first obtaining prior written consent from the Town Manager.
  - d. Units will be preassembled before distribution to Kennebunkport residents.

**D. CONTAINER SPECIFICATIONS**

1. Model Number:

Enter the exact model number of the container to be supplied:

30-40 gallon container being proposed is a \_\_\_\_\_

60-70 gallon container being proposed is a \_\_\_\_\_

90-100 gallon container being proposed is a \_\_\_\_\_

Bidder will include model specific literature with proposal documents.

2. Manufacturing Processes and Materials:

- a. The roll-out container shall consist of a body, lid, micro chip or the ability to have one installed, wheels, axle, and necessary accessories.
- b. Manufacturing processes will conform to all applicable industry standards, including most current ANSI, ASTM, ASPE and UL standards.
- c. Plastic material - All plastic materials must be 100% recyclable. Plastic resin must be first- quality, low or high density polyethylene supplied by a national petro-chemical producer.
- d. Bidder will state maximum percentage of post-consumer recycled plastic to be included in container body and lid for a positive environmental impact. The percentage is \_\_\_\_\_%.
- e. Bidder will submit original technical data sheet(s) from the resin producer, which, verify that the resin to be used in the containers body and lid will meet the specifications herein.
- f. Carts will become the property of the Town of Kennebunkport at the end of the contract.

3. Performance Testing:

Bidder shall submit performance testing that their containers have undergone. The tests shall be certified by an outside engineering firm. At a minimum the following test certifications shall be submitted:

- a. Semi-Automated Lifter Life Cycle
- b. Stability (Wind)
- c. Drop Test
- d. Bottom Wear
- e. Lid/Hinge
- f. Pin Life Cycle Test
- g. Wheel Test, and
- h. Temperature Rating

4. Resin Additives:

- a. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor which must be uniformly distributed throughout the finished container.
- b. The container shall be stabilized against ultraviolet rays by an additive to the plastic resin.  
State the percentage used in cart production: \_\_\_\_\_
- c. Please state the percentage by weight concentration of color pigmentation to be compounded in production of the cart. \_%

5. Equipment Requirements:

- a. The rollout container must be compatible with the industry standard, fully-automated arm lifters as well as the standard American semi-automated bar-locking lifters.
- b. Container will meet the most current A.N.S.I. Z245.30 and Z265.60 requirements.

- c. The body walls shall have a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment.
- d. The interior surface shall be smooth and free from crevices, recesses, projections, and other obstructions where refuse could become entrapped.
- e. The container shall be designed to have a container bottom that meets industry standards.
- f. The container bottom should be reinforced to prevent wear and tear from normal use and should be designed to prevent rainwater and rodents from entering the container.
- g. Wall Thickness: Wall thickness at the critical wear points (i.e., container bottom, handle, lift mechanism).

30-40 gallon – State wall thickness here: \_\_\_\_\_inches.  
State wall thickness at critical wear points here: \_\_\_\_\_inches

60-70 gallon – State Wall thickness here: \_\_\_\_\_inches.  
State wall thickness of critical wear points here: \_\_\_\_\_inches

90-100 gallon – State Wall thickness here: \_\_\_\_\_inches.  
State wall thickness of critical wear points here: \_\_\_\_\_inches

## 6. Dimensions:

The dimensions of the completely assembled container shall be as follows:

### 30-40 gallon:

- a. Height: State the height \_\_\_\_\_”
- b. Depth: State the depth \_\_\_\_\_”
- c. Width: State the width \_\_\_\_\_”
- d. Lift-over or Loading Height \_\_\_\_\_”
- e. Product Weight \_\_\_\_\_lbs.
- f. Load Rating \_\_\_\_\_lbs.
- g. Capacity \_\_\_\_\_gallons

### 60-70 gallon:

- a. Height: State the height \_\_\_\_\_”
- b. Depth: State the depth \_\_\_\_\_”
- c. Width: State the width \_\_\_\_\_”
- d. Lift-over or Loading Height \_\_\_\_\_”
- e. Product Weight \_\_\_\_\_lbs.
- f. Load Rating \_\_\_\_\_lbs.
- g. Capacity \_\_\_\_\_gallons

### 90-100 gallon:

- a. Height: State your height \_\_\_\_\_”
- b. Depth: State your depth \_\_\_\_\_”
- c. Width: State your width \_\_\_\_\_”
- d. Lift-over or Loading Height \_\_\_\_\_”
- e. Product Weight \_\_\_\_\_lbs.
- f. Load Rating \_\_\_\_\_lbs.

g. Capacity \_\_\_\_\_gallons

7. Handles:

- a. The container must be equipped with a rear handle.
- b. The handles shall be designed to afford the user positive control of the loaded container.

1. Container Lid:

- a. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or otherwise becomes unserviceable.
- b. The lid must be designed to disallow entry of rain when in a closed position and to discourage rain or snow accumulation on the lid.
- c. The lid must be attached to the container.
- d. The lid must have instructions hot stamped in white lettering, including directions about appropriate contents (i.e. garbage or type of recycling), safe use of container, etc.

2. Wheels and Axles:

- a. Each container shall be equipped with an axle and two wheels.
- b. Wheels:
  - i. Wheels should be capable of supporting 300 lbs
  - ii. Wheels should be constructed of high-density polyethylene or rubber.
- c. Axle: The axle shall be environmentally resistant to rust and be a minimum of 5/8" solid in diameter.
- d. Fasteners: Any parts used to secure wheels should be vandal-proof.

3. Stability:

- a. The container will be stable and self-balancing when in the upright position, either loaded or empty, certified by an engineer.
- b. The container will be designed to withstand winds of at least 35 mph when empty.
- c. The empty container shall remain upright when the lid is opened or released from an upright position.

4. Mobility:

The container shall be designed to facilitate ease in moving and tipping.

5. Lift System:

- a. The container shall be equipped with attachment points which make it compatible on

- standard American semi-automated bar locking lifters and fully-automated arm lifters.
- b. The upper lift point must be designed to withstand over ten years of lifter activity.
  - c. The lower bar must be designed to withstand over ten years of lifter attachment.
- Please specify price difference between metal or plastic lift-bar.

## 6. Markings

Each cart will be permanently marked with letters/numbers as follows:

- a. Serial Numbers – Each cart must have an eight digit serial number, hot stamped, in white, on the front or side of its body. The manufacturer will coordinate serial numbers with the Town prior to production of the carts.
- b. The serial number will include a two digit code which will identify the size of container and year of manufacture.
- c. The name of the Town and Town of Kennebunkport logo will be hot stamped in white lettering on both sides of the container. Bidders can include information regarding their graphic arts capabilities over and above the minimum requested herein.
- d. Instructions for safe use of the container must be highly visible white lettering, either hot stamped or molded onto the lid. Wording will be provided by the Town of Kennebunkport prior to manufacture. The instructions shall be in English. The lid must be permanently marked in accordance with ANSI Standard Z245.30, paragraph 4.2.
- e. Bidder will submit samples of all artwork and marking for approval prior to production.
- f. Bidder will list standard color options for containers.
- g. Each cart will have the embedding of a microchip to track pickups and other data. If the cart design does not have this technology it must be able to be adapted. The vendor shall provide this technology to each cart.
- h. Vendor shall provide a software license to view the data from the micro chip remotely. Yearly maintenance fee shall be covered in the projected cost for the life of the contract.

## 7. Parts Uniformity

All containers and component parts shall be uniform in design, material and tolerances throughout the entire quantity of units furnished under these specifications.

## 8. Training and Tools

- a. The Bidder shall provide professional training to Town personnel, as required to enable onsite and/or shop repair of containers. This training shall be at no additional cost to the Town.
- b. The Bidder shall provide at no additional cost to the Town, two (2) complete sets of any and all specialized tools required to repair or maintain the containers. Tools may include but are not limited to wheel and/or handle replacement tools, lift bar replacement tools, etc.

9. References/Manufacturer and Delivery Contractor:

- a. Bidder will supply with its proposal a reference list of at least three (3) municipalities currently using containers in a fully and/or semi-automated collection program from the supplier. Please include at least two from cold-weather climates.
- b. The reference provided by the supplier shall have a minimum of five thousand (3,000) units that are of similar size, design, and material. Include the name of the City/Town, the user agency, contact person, phone number, quantity for each reference, and when the containers went into service.
- c. The Assembly/Delivery Staffing Plan and References must be submitted if awarded the bid.
- d. Failure to include these references will result in proposal disqualification.

10. References/Dealer:

Same requirement as above for Manufacturer.

**E. WARRANTY**

1. Bidder agrees to submit a copy of the warranty which clearly states the exact coverage, and list of all parts included in the bidder's warranty.
2. The unconditional warranty with no pro-rata will be for no less than ten full years and must specifically provide for no-charge replacement and associated labor of any container or component part which fails in materials, wear or workmanship for a period of ten (10) years after installation.
3. The container should be designed to be durable with a life expectancy of not less than ten (10) years. Throughout this ten-year period the container and its components shall retain their original shape and general appearance, be resistant to harsh weather conditions (sun, freezing cold), kicks, blows, etc., remain serviceable, require no routine maintenance, and in general be maintenance free. The container and its component parts shall not warp, crack, rust, discolor, or otherwise deteriorate through ten years of normal use.
4. Replacement of any component of the container under warranty shall be replaced at no cost to the Town of Kennebunkport within fifteen (15) working days from notification of such failure.
5. The Warranty includes but is not limited to one or more factors listed below:
  - a. The container is designed to be dumped by a standard American semi-automated and full- automated refuse collection vehicle.
  - b. All component parts which fail in materials or workmanship to perform as originally designed and shall be replaced by the bidder at no cost to the Town.
  - c. Failure of the lid to prevent rain water from entering the container when closed on the container body.
  - d. Damage to the container body, the lid, or any component parts through opening or closing the lid.
  - e. Failure of the lower lift bar from damage during interface with lifters.

- f. Failure of the body and lid to maintain their original shape.
- g. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- h. Failure of any part to conform to minimum standards as specified herein.
- i. Failure of metal parts to resist rust and/or corrosion.

6. Parts/Service/Warranty:

All bidders will list below the complete name of who will provide warranty service:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bus. # \_\_\_\_\_ FAX#: \_\_\_\_\_

Emergency 24-Hour Service: # \_\_\_\_\_

7. Delivery - The Bidder agrees to meet the delivery dates as listed in the timeline, or suggests alternate delivery dates.

8. Samples - For testing purposes, bidder must submit one sample of each of their 30-40, 60-70, and 90-100 gallon containers. Please include any relevant manuals or literature. These samples will remain the property of the Town. If the containers meet specifications they will be the standard by which future containers will be measured.

Container samples should be delivered to:

Chris Simeoni, Director  
Town of Kennebunkport  
Department of Public Works  
105 Beachwood Avenue  
Kennebunkport, ME 04046

Containers to be delivered within five (5) days of proposal submission date. Call Chris Simeoni, 207- 967-5728 or email [csimeoni@kennebunkportme.gov](mailto:csimeoni@kennebunkportme.gov) with any questions regarding specifications or sample delivery. Any information provided to an inquiry will be provided to all perspective bidders.

## F. ASSEMBLY AND DISTRIBUTION

1. Explain the steps that make up the delivery to Kennebunkport Public Works and the subsequent assembly and distribution of the carts to every household unit in the Town of Kennebunkport. Bidder will be responsible for delivery to a staging area provided by the Town of Kennebunkport, assembly of containers, and delivery to the residential units.
2. Identify what the bidder will require in the way of assistance from the Town of Kennebunkport, i.e. route lists, staging area, etc.
3. Explain the method the bidder will use to identify/instruct residents regarding correct placement of cart for automated garbage collection.

## **G. INSTRUCTIONAL MATERIALS**

The Town of Kennebunkport would like to provide each residential unit receiving a cart with a color tri- fold instructional brochure explaining Town regulations, safe use and care of the cart.

Propose how you will work with the Town of Kennebunkport to provide printed instructional materials to each household receiving a container. The Town must approve any text and art before printing.

## **H. EXCEPTIONS**

List all exceptions to the invitation to bid specifications for this section on a separate sheet.

## **I. LEASE PURCHASE OPTION**

The Town of Kennebunkport desires to have the cost of the containers within the cost of solid waste collection financed over a five (5) year period. Ownership of the carts reverts to the Town after 5 years. This cost would be identified as a separate line item to the solid waste pick up expenses.

## **J. MINIMUM RE-ORDER QUANTITY**

The Town would like to have a locked price on carts for whatever the time period that can be arranged from the supplier. Please state the number of years the bidder agrees to lock price quote beyond original order one (1) year and specify the minimum quantity of additional carts that can be ordered within the designated time-frame. Additionally, the Town would like pricing on one truck load of carts based on the ratio of carts specified in the RFP. The Town would purchase these carts.

## **K. ADDITIONAL DATA**

Bidder should use this section to provide or attach any additional information considered essential to the proposal.



**TOWN OF KENNEBUNKPORT**  
**BID FORM FOR**  
**ALTERNATIVE A**  
**RESIDENTIAL CURBSIDE COLLECTION CONTAINERS**

The undersigned, as bidder, declares as follows;

1. The only parties interested in this Bid as principals are named herein.
2. This Bid is made without collusion with any other person, firm or corporation.
3. No officer, agent, or employee of the Town of Kennebunkport is directly or indirectly involved in the Bid.
4. The bidder has carefully read and examined the specifications herein and knows and understands the terms and provisions.
5. The Town of Kennebunkport reserves the right to reject any and all proposals and to waive any informalities or irregularities in the Bid received, and to accept any Bid which is deemed most favorable to the Town at the time and under the conditions stipulated.

**PRICE PER ORDER OF containers based on the option identified in the bid coordinated into 2 colors according to function:**

**OPTION**

**30-40 gallon**                      \$ \_\_\_\_\_ per container (# requested is 1000)

**60-70 gallon**                      \$ \_\_\_\_\_ per container (# requested is 5000)

**90-100 gallon**                      \$ \_\_\_\_\_ per container (# requested is 200)

**Total Container Cost**              \$ \_\_\_\_\_

**PROJECTED DELIVERY DATE**      \_\_\_\_\_

Please attach a price list for all replacement parts.

**TOWN OF KENNEBUNKPORT**  
**BID ACKNOWLEDGEMENT FORM RESIDENTIAL**  
**CURBSIDE COLLECTION CONTAINERS**

\_\_\_\_\_  
Proposing Manufacturer

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Postal Code

\_\_\_\_\_  
City/Sate/Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Fax Number

Federal ID #: \_\_\_\_\_

Signature in ink: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Organization (Individual D/B/A, Partnership, Corporation): \_\_\_\_\_

Note: Bid must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal. The Town of Kennebunkport reserves the right to accept or reject any and all bids or to negotiate with particular bidders following Bid opening.

(SEAL REQUIRED), if a Corporation

**BID PROPOSAL SUBMISSION FORM (PAGE 1 OF 2)**  
**CONTRACT NO. 2015-01**

**SOLID WASTE, RECYCLABLE MATERIAL,  
TRANSFER STATION OPERATION, AND COMPOSTING SERVICE**

<b>SUBMIT TO:</b> Laurie Smith, Town Manager Town of Kennebunkport 6 Elm Street, P.O. Box 566 Kennebunkport, Maine 04046	<b>BID OPENING DATE:</b> <b>Wednesday, August 23 , 2023 2:00 p.m.</b> Town of Kennebunkport 6 Elm Street Kennebunkport, Maine 04046
<b>CONTRACT PERIOD:</b> Five (5) to Ten (10) years from September 1, 2024 to August 31, 2034	

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above project and offers to furnish all labor, equipment and supplies and related to do the work for collection of Town of Kennebunkport designated solid waste and recyclables, weekly curbside solid waste and single stream commingled recycling materials as detailed herein at the following base bid price. Any area that does not apply, mark as N/A.

**OPTION 1 Automated Collection of MSW/Recycling Weekly**

**Solid Waste Collection** Base Bid Price for 1<sup>st</sup> year \$ \_\_\_\_\_  
**Recycling Collection weekly** Base Bid Price for 1<sup>st</sup> year \$ \_\_\_\_\_

TERM is for 5 YRS

Contract dollars in words for 1<sup>st</sup> year \_\_\_\_\_

Any other information relating to this option should be marked Option 1

**OPTION 2 Automated Collection of MSW/Recycling Every Other Week**

**Solid Waste Collection** Base Bid Price for 1<sup>st</sup> year \$ \_\_\_\_\_  
**Recycling Collection bi-weekly** Base Bid Price for 1<sup>st</sup> year \$ \_\_\_\_\_

TERM is for 5 YRS

Contract dollars in words for 1<sup>st</sup> year \_\_\_\_\_

Any other information relating to this option should be marked Option 2

**Bid submitted by:**

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Signature** \_\_\_\_\_



ESTABLISHED 1975

8/1/2023

Town of Kennebunkport  
6 Elm Street  
Kennebunkport, ME

RE: Invitation to Bid- Questions

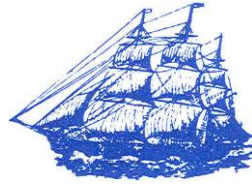
Dear Laurie and Chris,

We have compiled a list of questions after reading through the Invitation to Bid released by the Town on July 20, 2023. We would like the opportunity to discuss our questions further with the Town to explain further details around the questions we are asking.

1. The typical lifespan of an ASL truck is 10+ years. If the dedicated truck we assign to Kennebunkport has operational issues, such as a break down, and we need to deploy a spare truck, we cannot guarantee that the spare truck will be 8 years old or less. Would the Town reconsider this verbiage?
2. Page 4 calls out the Casella facility located at 590 Country Rd for MSW disposal, though we typically deliver the MSW to Wells. The material could be delivered to either Westbrook or Wells, but there would be a cost difference due to the facilities being different distances from the Town. Would the Town consider changing the verbiage so the MSW could be delivered to Wells, as it is closer to the Town?
3. Would the Town consider changing the verbiage on page 5 to a mutually agreeable extension rather than at the Town's sole discretion?
4. Would the Town consider removing the cap on the CPI language stated in the IFB to comply with standard contract language required by contractor?
5. Would you be willing to change the verbiage that truck must be out of Town by 4:00PM? There would be occasional days where if we do experience operational issues, we'd have to be in Town past 4:00PM to get a route done. We would definitely notify the Town ahead of time if there was any circumstance, we'd have to be in Town past 4:00PM to finish collecting a route.
6. Is the Town sending the IFB to cart manufacturers to be able to bid on the cart portion, outside of the collection? If Casella purchases the carts, we are willing to manage the program, however if the Town would like to own the carts, the Town would be responsible for purchasing and managing the cart program.
7. Would the Town consider changing the verbiage on page 8 stating that all material must be dumped same day as it's collected? This is almost impossible to guarantee due to potential operation issues such as trucks breaking down and disposal sites being closed on certain days.
8. Would the Town consider changing the verbiage on page 8 regarding the tracking of households serviced to 95% or better accuracy? There currently is no way for us to do this, but we are working towards technology that will be able to help work towards this to a certain capacity.
9. On page 9, it states "The contractor for Residential household compost collection will maintain and service all container for the length of the contract" however there is nothing in the IFB about curbside composting collection. Is this a service the Town is looking to include in curbside collection?
10. Would the Town consider changing the verbiage on page 9 around the contractor being responsible for charges associated with recycling contamination? If Casella is going to continue to bring material to ecomaine, we will not be responsible for any contamination charges from

ecomaine. If material is going to a Casella facility, we will collaborate with the Town to limit the contamination via tagging programs and education.

11. Would the Town consider an alternative bid option for Contractor owning, purchasing, and managing cart program included in the cost of collection and the cost of collection without carts, meaning the Town would purchase and manage their own cart program. We do not currently offer an option where Casella purchases and manages carts, but the Town would own them at the end of a term. If Casella purchases carts, the branding of the carts would be Casella. If the town purchases carts, the branding can be decided by the Town.
12. Would the Town consider changing the language on page 24 around locking in the cart pricing for a certain number of years? Due to the fluctuating cost of resin, there is no cart manufacturer that would agree to this. They can only lock in pricing for about 3-4 months at a time.

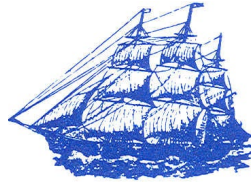


## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### **Responses to Casella Questions dated 08/01/2023**

1. The Town will agree to the use of equipment exceeded 8 years in life, for temporary periods not to exceed 30 days in length.
2. The Town agrees that MSW can be disposed of at the Wells Facility as an alternative.
3. We prefer to keep the language as is, that the contract can be extended for a 5 year period.
4. The Town will consider changing the CPI to up to 8% annually. We want to measure the CPI from December to December so that we can budget accordingly for the next July fiscal year.
5. The Town is willing to extend the time that trucks must complete their routes to 6:00 pm. There currently exists an opt-out provision with the approval of the Town Manager, and we will maintain that provision for emergencies.
6. We are sending bids to cart manufacturers independently.
7. The Town will change the language to, no mixing of materials between Kennebunkport and any other customers will be tolerated. Should the contractor mix recycling or MSW with another community or commercial customer the Town will impose a \$1,000 fine.
8. The Town is willing to extend the date for which technology be in service to within 2 years of the start date of the contract.
9. The composting provisions of the IFB should be ignored. This was an error on the part of the Town.
10. The contractor may choose a different recycling processing center.
11. The Town wishes to own the carts at the end of the 5-year contract.  
Contractors may choose to not bid on that alternate.
12. The Town understands that it is difficult to lock in pricing that far in advance.



## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### **Responses to Casella Question dated 08/10/2023**

**Question-** Would the Town be open to removing the cap if the CPI is greater than the cap for two consecutive years?

**Answer- The Town will agree to the following language:** "The Fees shall not be increased by more than eight percent (8%) in any given year unless the CPI exceeds the CPI Threshold for two (2) consecutive years during the Initial Term of any Renewal term, in which case the CPI Threshold will not apply for the remainder of the Agreement."