



City of Auburn, Maine

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

November 22, 2024

The City of Auburn is accepting written proposals from qualified Bidders for the Auburn **Solid Waste, Organic Waste, and Recycling Collection and Disposal Contract**. This includes furnishing all labor, equipment and materials required to satisfactorily collect and dispose all solid waste, organic waste, and recycling, and all other incidental work necessary. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark **sealed** envelopes plainly: "**BID# 2025-008 Solid Waste, Organic Waste, and Recycling Collection and Disposal**"

Please respond to Amanda Denning, Purchasing Analyst, via email adenning@auburnmaine.gov with your intent to submit a proposal.

A pre-bid meeting is scheduled for **Thursday, December 5th, at 2pm** at Auburn Hall in Council Chambers. Questions regarding this Request for Proposals should be submitted in writing to Denis D'Auteuil, Assistant City Manager, at d.dauteuil@auburnmaine.gov, via email by **4:00PM**, on **Tuesday, December 10th, 2024**. All questions and answers will be posted to the City website in the form of an addendum by **4:00PM**, on **Friday, December 13th, 2024**.

Please submit your proposal to the City of Auburn by **2:00 p.m. on Thursday, December 19th, 2024**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, ME 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

A handwritten signature in black ink that reads "Amanda Denning".

Amanda Denning
Purchasing Analyst

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form and schedule of values forms for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "**or approved equal**", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink, and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest of the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state "**Bid #2025-008 Solid Waste, Organic Waste, and Recycling Collection and Disposal**" on submitted sealed envelope.
12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn
13. Bidder will clearly outline all options that are included in the bid price.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

SCOPE OF WORK

Introduction

The City of Auburn is accepting proposals for the collection and disposal of municipal solid waste, recycling, and organic waste. Bidders can bid on one, multiple, or all categories. The City encourages bidders to form partnerships and use subcontractors if bidding more than one category. The City proposes multiple scenarios and may consider a single-stream approach, dual-stream approach, and/or an "alternate" proposal scenario, if collection, design and price implications prove to be financially and environmentally advantageous.

The population of Auburn is approximately 24,000 and there are approximately 11,000 dwelling units. The total number of curbside collection stops is approximately 6,300. The annual weight of solid waste collected is approximately 8,500 short tons. The annual weight of curbside recyclables collected is approximately 365 short tons, while the annual weight of recyclables collected from a single drop off site is approximately 195 short tons. The annual weight of organic waste collected is approximately 6 short tons.

Please reference Appendix B for additional recommendations from the subcommittees of the Sustainability and Natural Resources Management Board.

Existing Service

The City currently provides weekly manual solid waste curbside collection to all eligible residential units and municipal properties. The City currently provides every other week single-stream recycling curbside collection to all eligible residential units and municipal properties. Recyclable materials collected include fiber products and plastics. The City also provides a drop off recycling station open to residents located at 296 Gracelawn Rd by Auburn Public Works. The City provides drop off containers for organic waste at two sites located at 296 Gracelawn Rd and 181 South Main St; the containers are collected weekly. Solid waste and recycling are currently processed at Maine Waste to Energy; organic waste is processed at the Exeter Agri-Energy anaerobic digestion facility and at other farm-based partner facilities.

Intended Service

It is the intent of these Bid Specifications to require the complete and satisfactory curbside collection and disposal of the following:

1. Solid waste:
 - a. Will be collected on a regular schedule, Monday through Friday, in the areas designated in the attached route documents, unless otherwise agreed upon mutually between City and Contractor.
 - b. Will be collected on a weekly basis.
 - c. Shall be disposed of at Maine Waste to Energy, located at Goldthwaite Road, Auburn, ME.
2. Recycling:
 - a. Will be collected on a regular schedule, Monday through Friday, in the areas designated in the attached route documents, unless otherwise agreed upon mutually between City and Contractor.

- b. Will be collected on a weekly or every other week basis.
3. Organic Waste:
 - a. Will be collected on a regular schedule, Monday through Friday, in the areas designated in that attached route documents, unless otherwise agreed upon mutually between City and Contractor; routes may be further defined by the bidder through subscription services.
 - b. Will be collected on a weekly basis.
 - c. Will be collected using certified compostable bags if possible.
4. No commercial waste or recycling is to be collected.
5. During the term of contract, the City may opt for EPR compliance; the Contractor will have 90 days to become compliant.
6. The Contractor shall have the ability to add personnel and equipment as needed during certain conditions (for example, inclement weather, severe storm events, etc.) All changes must be authorized by the City. The Contractor shall remove all solid waste, organic waste and recyclable materials that is placed at curbside each week and is covered by these Bid Specifications.
7. Existing collection routes are included in Appendix A for reference; the Contractor has the option to propose alternative routing but must service all public streets.

Service Expectations

Solid waste, organic waste, and recyclable materials are collected on all regular business days throughout the year except on the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day. If Christmas occurs on a weekday, waste will be collected on the following Saturday.

Contractor Responsibilities

1. Each Bidder is required to become completely familiar with all the physical characteristics of Auburn, which includes the facilities for solid waste disposal (MWE), organic waste disposal, and recyclable materials processing.
2. It shall be the responsibility of the Contractor to learn and adhere to the City's policies and ordinances as attached in Appendix C as they relate to waste collection and disposal, unless specified otherwise in these Bid Specifications.
3. The Contractor shall be responsible for all containers damaged through mishandling during solid waste, organic waste, and recycling collection operations. The Contractor shall replace any container damaged in this fashion with a similar container. The Contractor shall ensure that no waste remains or falls on the ground or in the traveled way after collection is completed.
4. The Contractor shall identify any changes in requirements imposed on the City necessary for collection and/or disposal of services.
5. All equipment, materials, and labor required to complete the collection of solid waste, organic waste, and recycling shall be supplied by the Contractor. The Contractor agrees to operate the packing unit of the collection body as needed to prevent any waste from being deposited or blown from the collection hopper into the travel-way. The Contractor shall comply with all Federal and State Laws and Regulations and City Ordinances and Policies relating to the collection, transportation and disposal of solid waste, organic waste, and recycling. The

Contractor shall maintain all collection vehicles, including any reserve vehicles, and equipment used in the performance of this contract, in good operating condition and repair, in accord with all pertinent State laws such as inspection and weight limit laws. This also includes being neatly and uniformly painted, properly identified and thoroughly clean and in sanitary condition throughout the term of this Contract. At no time during its term shall the Contractor be unable to comply with all of the provisions of the Contract due to the condition of its vehicles or equipment.

6. No scavenging of solid waste/trash, organic waste or recycling shall be permitted by the Contractor's employees during waste collection procedures.
7. No waste collection vehicle shall be emptied or partially emptied or load transferred in any street within Auburn, unless approved by the City. All solid waste shall be hauled to MWE for disposal. The Contractor must comply with all rules and regulations for disposal at MWE.
8. If, in the opinion of the Contractor, waste materials placed curbside should not be collected by the Contractor due to a violation or exception to the terms of these Bid Specifications, the Contractor shall notify the Resident by attaching a tag to the waste container or door of the residence. The tag shall state the reasons why the waste was not collected. The Contractor shall report this information, as soon as practicable, to the City. Electronic wastes, such as televisions, computers and computer components, are not to be picked up by the Contractor and should be left behind with a tag attached stating that such items are to be brought by the owner to the specified drop site.
9. All waste collected pursuant to these Bid Specifications shall be collected by vehicles which are empty and devoid of any waste prior to the start of the day's collection route. The Contractor may be required, at the sole discretion of the City, to undergo spot checks of their vehicles and to weigh in at a scale designated by Auburn prior to the start of the day's collection route. The Contractor agrees to establish and notify the City of tare weights for all their solid waste collection vehicles at the commencement of this Contract or as collection vehicles are replaced during the term of this Contract. The Contractor shall collect, haul and dispose only solid waste specified in these Bid Specifications. Co-mingling the City's waste with waste from other communities or commercial sources will be cause for terminating this Contract and may result in further legal action by the City.
10. Contractor is responsible to provide an online method acceptable to the City, such as a mobile app, to inform the public of service information, such as: collection schedules (including holiday schedules), service interruptions, and searchable lists of allowable waste. This requirement applies to all three service categories: solid waste, recyclable waste, and organic waste. Contractor shall include examples of the online functionality in their proposal.
11. Contractor is responsible for providing support for accurate, verifiable data collection in human and machine-readable form to the City regarding all aspects of solid waste, organic waste, and recycling management in the forms of monthly and annual reports
12. The Contractor is responsible for providing the appropriate training and personal protective equipment necessary to protect the health and safety of its own employees.

Collection Services

Auburn City and School Buildings shall receive the following weekly collections services:

| Location | Address | Trash | Recycling | Organic Waste | Notes |
|----------------------------|-----------------------|--|-----------|---------------|--|
| City Buildings: | | *Contractor may propose alternative collection frequency | | | |
| Public Works | 296 Gracelawn Rd | 1 | 1 | 1 | |
| Auburn Hall | 60 Court St | 2 | 2 | 1 | |
| Recreation Department | 48 Pettengill Park Rd | 1 | 1 | 1 | |
| Auburn Public Library | 49 Spring St | 2 | 1 | 1 | |
| Norway Savings Bank Arena | 985 Turner St | 2 | 1 | 1 | *Not current pick-up location, may add at a later date |
| PAL Center | 24 Chestnut St | 1 | 1 | 1 | *Not current pick-up location, may add at a later date |
| Boys & Girls Club | 43 Second St | 1 | 1 | 1 | |
| Central Fire Station | 550 Minot Ave | 1 | 1 | 1 | |
| Engine 2 Fire Station | 180 South Main St | 1 | 1 | 1 | Recycling is every other week |
| Engine 5 Fire Station | 651 Center St | 1 | 1 | 1 | Recycling is every other week |
| Resource/Warming Center | 121 Mill St | 1 | 1 | 1 | |
| School Buildings: | | *Contractor may propose alternative collection frequency | | | |
| Edward Little High School | 77 Harris St | 5 | 2 | 1 | |
| Auburn Middle School | 38 Falcon Dr | 2 | 1 | 1 | |
| Fairview Elementary School | 397 Minot Ave | 2 | 1 | 1 | |
| Park Avenue School | 161 Park Ave | 1 | 1 | 1 | |
| East Auburn School | 15 Andrew Dr | 1 | 1 | 1 | |
| Walton School | 92 Mary Carroll St | 1 | 1 | 1 | |
| Sherwood Heights School | 32 Sherwood Dr | 2 | 1 | 1 | |
| Washburn School | 35 Lake Auburn Ave | 1 | 1 | 1 | |
| Franklin School | 23 High St | 1 | 1 | 1 | *Not current pick-up location, may add at a later date |
| Bus Garage | 33 Industry Ave | 1 | 1 | 1 | |

Contract Term

1. Upon entering a service contract, the Contractor shall begin service on **July 1, 2025** with an end date of **June 30, 2030**. The Contractor's Representative, or their duly authorized designee, shall be on-call and reachable without delay, Monday through Friday, 7:00 a.m. through 5:00 p.m.
2. Unless terminated for breach of contract, the proposed Contract will extend for 5 years, renewable thereafter upon mutual consent. The City reserves the right to opt into EPR compliance anytime during the term of contract, except within the last 6 months of the term.
3. This Contract may not be assigned, sublet, or transferred without the written consent of the City.
4. Renewal of Contract
5. If the City elects to extend the Contract at the end of the fifth year, the City shall notify the Contractor ninety (90) days prior to the anniversary date. The election of the option years is at the sole discretion of the City, with the option for annual extension twice. The Contractor will be allowed to adjust the rates of service for the sixth and seventh year to reflect the percentage increase in the U.S. City Average Consumer Price Index for all Urban Consumers (CPI - U) as published in the U.S. Department of Labor, Bureau of Labor Statistics.

Complaint Resolution

1. The Contractor will provide prompt responses to all customer concerns regarding the safe collection of waste. The Contractor will document all complaints, names, addresses, contact information, and remedies.
2. The Contractor shall forward weekly to the Public Works a list of customer complaints which were received during waste collection activities. All complaints received by the Contractor shall be investigated and resolved by the Contractor's Representative by the next business day. The Contractor shall agree that whenever the City notifies them, in writing, that the level of service the City is receiving is unsatisfactory, unresponsive to complaints concerning the level of performance of collection and pick-up services, or the Contractor is unable to deal with members of the public in a tactful and satisfactory manner, the Contractor's Representative shall investigate and resolve the complaint in a method satisfactory to the City within 30 days. Satisfactory methods used to resolve the complaint include but are not limited to human readable reports, written documentation, etc.

Contract Administration

1. The City shall administer the provisions of these Bid Specifications. The collection schedule, the method of collection, and the disposal of waste must all be in a manner satisfactory to the City. Decisions of the City will be final and a condition precedent to the right of the Contractor to receive payment under their respective Contract.
2. The City reserves the right to add or delete portions of the work required under these Bid Specifications.

3. The City reserves the right to renegotiate acceptable, included recyclable materials for collection and disposal to be deemed EPR compliant.
4. The City reserves the right to add additional drop off locations if deemed necessary up to 5 sites; these sites will be included in weekly City Building collection schedule.

Funding

1. This project is being funded entirely by the City. No federal or State funds are proposed to be used in performance of the work described in these Bid Specifications.

Special conditions for transport to MWE

1. Solid waste collected under the terms of these Bid Specifications shall be hauled to MWE's during the facility's normal operating hours or if necessary, an alternative location in the event of a close-down or shut-down of MWE. Should this occur, the City and Contractor shall negotiate market rates for added transportation.
2. As per City Ordinance (Appendix C), miscellaneous quantities of leaf and yard wastes are permitted as a portion of the waste stream. Additionally, during the fall leaf drop season bagged leaves will be collected along with other regular household wastes. During this several week period approximately 200 tons of leaves can be anticipated. No additional compensation to the Contractor will be provided.

Contractor Qualifications

1. The bidding Contractor shall complete the attached Submission Requirements and include this information with their submitted proposal. The completed submission of requirements provides the City with information to demonstrate the bidding Contractor has the required experience and meets the qualifications required to satisfactorily complete the service contemplated in these Bid Specifications. Completion and submittal of Submission Requirements must be submitted with the Contractor's proposal.
2. The only Bidders who will be considered will be those who have clearly demonstrated their financial and operational capacity to fully execute this proposal.
3. Inventory of Equipment
4. The Contractor shall make all vehicles and equipment listed in the attached Submission Requirements available for inspection and approval by the City prior to the implementation of this Contract. The Contractor shall present any and all collection vehicles, and other equipment used in the collection and transport of waste under this Contract, for inspection and approval by the City at such times and places as they may reasonably request. The City reserves the right to accept any and all equipment and vehicles proposed by the Contractor for the performance of work described in these Bid Specifications. The Contractor shall file updates to this list provided in the Submission Requirements so that the City has at all times an accurate list of all vehicles

and equipment currently being used by the Contractor in the performance of this Contract. The Contractor shall notify the City prior to the addition of another vehicle or the substitution of any vehicle. New or substitute vehicles may, at the option of the City, be inspected and approved prior to being used by the Contractor for performance of an awarded contract.

Insurance and Liability

1. The Contractor shall implement and maintain a workplace safety program in concurrence with the occupational health and safety standards. The Contractor shall indemnify and hold harmless the City for any injuries or accidents sustained while Contractor performs work or activities contained in these Bid Specifications.
2. The Contractor shall procure and maintain for the life of this Contract insurance of the types and to the limits specified below. Certificates of such insurance showing policies and adequacy of protection shall be filed with the City for approval before permission to commence work will be granted.

3. Insurance Requirements

- a. Workers' Compensation insurance for all employees on the Project Site in accordance with the requirements of the Workers' Compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

- | | |
|--|-----------|
| i. Bodily Injury by Accident | \$500,000 |
| ii. Bodily Injury by Disease (Each Employee) | \$500,000 |
| iii. Bodily Injury by Disease (Policy) | \$500,000 |

- b. Limit Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis.

Minimum acceptable limits are:

- | | |
|---|-------------|
| i. General aggregate limit | \$2,000,000 |
| ii. Products and completed operations aggregate | \$1,000,000 |
| iii. Each occurrence limit | \$1,000,000 |
| iv. Personal injury aggregate | \$1,000,000 |

- c. Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership, or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

- | | |
|-----------------------------|-----------|
| i. Any one accident or loss | \$500,000 |
|-----------------------------|-----------|

- d. Professional Liability insurance against claims arising out of negligent acts, errors or omissions of the Consultant in rendering or failing to render professional services related to the Project. Minimum acceptable limits are:
 - i. Each claim \$1,000,000
 - ii. Aggregate limit \$2,000,000
- e. Pollution Insurance with minimum limits of liability for bodily injury, property damage, cleanup costs, and business interruption.

Miscellaneous

- 1. Each Bidder shall make his/her own examinations and estimates and shall not hold the City, its agents, or employees responsible for, or bound by, any schedule, estimate, or any plan thereof; and shall, if any error in any plan, drawing specifications or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once, in writing, to the Director of Public Works. The cost and expense of all the necessary labor, tools and equipment required to complete the work shall be included in the prices stated in the proposal.
- 2. The Bid Solicitation, Bid Sheets, and Contractor Proposals shall become part of the entire contract between the parties.
- 3. Payments
 - a. The City shall make monthly payments for the faithful performance of the contract unless a breach of contract occurs, the contract is terminated, the Contractor fails to perform, etc.
- 4. Safety
 - a. Waste of any form placed curbside for collection may contain materials which could cause injury or illness to the Contractor's staff if mishandled, such as corrosive solid waste, toxic solid waste, solid waste which could transmit disease, and other non-hazardous waste. The Contractor is responsible for becoming familiar with any and all occupational hazards associated with the waste collection service.
 - b. The Contractor is required to conform to all work safety requirements specified in the pertinent Federal Occupational Safety and Health Administration (OSHA) laws and regulations, the Maine State Department of Labor Regulations and the City's Safety Policies and Ordinances, which apply to the performance of the duties described in these Bid Specifications and shall require any Subcontractors to abide accordingly. Any violation of these rules either by the Contractor or their Subcontractor shall be the sole responsibility of the Contractor.
- 5. Dispute Resolution Cost and Expenses
 - a. In the event of any dispute between or involving the City and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the City shall be a prevailing party, Contractor shall reimburse the City for its

attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

6. Duty to Notify City if Ambiguities Discovered

- a. The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Bid Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within 48 hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc. Failure to provide such written notice in compliance with the contract shall constitute a waiver of all claims related to the ambiguity, etc.

Definitions

Auburn: Whenever the term Auburn, or a pronoun in its stead, is used, it shall mean the City of Auburn, Maine, a municipality organized and regulated by the laws of the State of Maine.

Bidder: Companies that submit written proposals in accord with these specifications.

City: Whenever the term the City is used, it shall mean the City of Auburn, Maine, a municipality organized and regulated by the laws of the State of Maine.

CL Miles: Center lane miles.

Contractor: The successful Bidder chosen by the City.

Director of Public Works or Director: Whenever the term Director of Public Works, Director, or a pronoun in their stead, is used, it shall mean the Director of Public Works of the City of Auburn, as applicable or his/her assistant or inspectors acting under him and limited to the duties entrusted to them.

Electronic Waste: The term used to describe old, end-of-life or discarded appliances using electricity.

EPR: Extended Producer Responsibility; A law passed by the Maine legislature in July 2021 establishing a stewardship program for packaging material with the purpose of reducing the volume and toxicity and increasing the recyclability of packaging material (MEDEP).

MWE: Whenever the term MWE, or a pronoun in its stead, is used, it shall mean Maine Waste to Energy, a Maine non-capital stock, non-profit, quasi-municipal Corporation, located at 1 Goldthwaite Road, Auburn, Maine.

Organic Waste: the term which refers to biodegradable materials that decompose naturally, such as food waste and yard trimmings (MEDEP).

Qualified Bidder: An organization or individual who, in the sole opinion of the City, meets the expectations of the bid including, but not limited to, the following: Bidder qualifications, price, experience, financial record, solvency, financial standing with the City, licenses, warranties, references, insurance bonding, delivery date, and service of Bidder.

Recyclable Materials: Materials that would otherwise be thrown away as trash but instead are turned into new products through collection and processing (EPA).

Residential Property: Whenever the term Residential Property, or a pronoun in its stead, is used, it shall mean any property, (1) located within Auburn, upon which is situated a building(s), (2) a residential structure containing between one and three dwelling units, a condominium, and/or owner-occupied apartment buildings containing between four and seven dwelling units.

Short Ton: Whenever the term Short Ton, or a pronoun in its stead, is used, it shall mean two thousand (2,000) pounds.

Solid Waste: Whenever the term Solid Waste, or a pronoun in its stead, is used, it shall include the following:

1. Solid waste includes worthless, unimportant, rejected matter; litter, leaf, and yard waste; and any other residential household waste material so designated by the City, and shall include any description of solid waste as established by the State of Maine's Solid Waste Regulations (MEDEP Reg. Ch. 400).
2. Solid waste does not include electronic waste, universal waste, and may or may not include cardboard.

Waste/Waste Collection: whenever the term Waste or Waste Collection is used, it shall collectively refer to solid waste, organic waste, and recycling.

Universal Waste: Any waste listed in section 3.A(13)(b) of Chapter 850, the Maine Hazardous Waste Management Rules, including but not limited to cathode ray tubes; mercury-containing lamps; mercury-containing thermostats; and totally enclosed, non-leaking polychlorinated biphenyl (PCB) ballasts.

SUBMISSION REQUIREMENTS

Bidders are to submit under a separate cover, on their own letterhead, the answers to the following questions outlined in sections A - E below:

A. The Contractor's Organization

Briefly describe the organizational structure of your firm and that of any proposed Subcontractors. The description will include the name and address of the owner, all principals and/or partners, and include a certified copy of the firm's certificate to do business in the State of Maine.

Provide a brief history of the Contractor's experience providing waste collection services.

Provide a list of all current litigation in which the Contractor or its members are named, and a list of all closed cases that have closed within the past five years in which the Contractor or its members paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

B. Technical Proposal

Describe the proposed strategy, methodology, and resources for this project, and how the plan will efficiently and effectively accomplish the tasks involved.

C. Equipment

Identify the equipment you propose to utilize in the execution of this proposal. List all vehicles, specifying size, year, make, and model. The number of the vehicles to be used shall be specified, as well as the availability of stand-by equipment. Any auxiliary equipment which will be used in the collection of waste shall be specified as to type, year, and model. All leased equipment shall be separately listed and the time remaining on each leased machine shall be shown as well as options of renewal. The vehicles listed must be available for inspection, by the City, or its designee, prior to the award and implementation of a Contract. This statement must also indicate the specific location the vehicles will be parked at night.

D. Managers

Identify the key individual who will serve as the Contractor's Representative for this assignment and chief point of contact for all matters. Please provide a copy of the resume of the proposed Contractor's Representative and other key management staff that will be responsible for implementing this contract.

E. Complaint Resolution

Submit a copy of the proposed complaint resolution policy and procedures to be utilized by your firm in the event a resident is dissatisfied with your firm's service. In addition, attach a

sample form that will be sent to City on a weekly basis detailing complaints received, disposition, and remedy.

F. References

List contact information (name, address, email address, and telephone number) of up to five current clients who are providing service in similar size communities, the current contracted price for the clients, the number of tons of waste collected, and the number of households serviced by each client that are receiving waste collection from your firm. Discuss your firm's experience with programs similar in nature/scope to the waste collection services described in these Bid Specifications. Describe your firm's current projects and explain how these projects will affect the service you will provide Auburn, in terms of workload and scheduling.

EVALUATION AND SELECTION PROCESS

- Scoring will be based on a 100-point scale and will measure the degree to which each proposal satisfies the following criteria:
 - Qualifications and Experience (35 points)
 - Technical Proposal (30 points)
 - Cost Proposal (35 points)
- Preference will be given to the bidder who demonstrate a capacity to meet the City of Auburn requirements, target schedule, and budget.
- The evaluation of the Qualifications and Experience, and Technical Proposal shall be completed prior to opening the cost proposal.
- The selection committee will review and rank all submissions, conduct interviews as needed, contact references and notify all proposers regarding the results of the selection process.
- The selection committee will invite the highest ranked bidder to negotiate final terms, conditions, and costs. In the event of failure to negotiate a mutually agreed upon contract, the selection committee may terminate negotiation with the first bidder, and negotiate with the next highest ranked bidder, and so on.

BID PROPOSAL FORM

Due: Thursday, December 19th, 2024 by 2pm

To: City of Auburn
Amanda Denning
Purchasing Analyst
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____

Name (print) _____ Title _____

Phone Number _____

Address _____

Email Address _____

STATE OF MAINE

_____, SS.

Date: _____

Personally, appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public

Print Name

Commission Expires _____

Addendum Acknowledged:

| | | |
|---------|-------------|-----------------|
| # _____ | Date: _____ | Initials: _____ |
| # _____ | Date: _____ | Initials: _____ |



City of Auburn, Maine

60 Court Street | Auburn, Maine 04210 www.auburnmaine.gov | 207.333.6601

COST PROPOSAL FORM

Company: _____

| Item #1 Solid Waste Collection | Year 1 7/1/25-6/30/26 | Year 2 7/1/26-6/30/27 | Year 3 7/1/27-6/30/28 | Year 4 7/1/28-6/30/29 | Year 5 7/1/29-6/30/30 |
|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| <i>City Wide Curbside</i> | | | | | |
| <i>City & School Building Collection</i> | | | | | |
| <i>*Cost of waste receptacles</i> | | | | | |
| Item #2 Recycling Collection-Weekly | Year 1 7/1/25-6/30/26 | Year 2 7/1/26-6/30/27 | Year 3 7/1/27-6/30/28 | Year 4 7/1/28-6/30/29 | Year 5 7/1/29-6/30/30 |
| <i>City Wide Curbside</i> | | | | | |
| <i>City & School Building Collection</i> | | | | | |
| <i>Additional Drop Off Site(s)</i> | | | | | |
| <i>*Cost of waste receptacles</i> | | | | | |
| Item #3 Recycling Collection-Every Other Week | Year 1 7/1/25-6/30/26 | Year 2 7/1/26-6/30/27 | Year 3 7/1/27-6/30/28 | Year 4 7/1/28-6/30/29 | Year 5 7/1/29-6/30/30 |
| <i>City Wide Curbside</i> | | | | | |
| <i>City & School Building Collection</i> | | | | | |
| <i>Additional Drop Off Site(s)</i> | | | | | |
| <i>*Cost of waste receptacles</i> | | | | | |
| Item #4 Organic Waste Collection – Weekly | Year 1 7/1/25-6/30/26 | Year 2 7/1/26-6/30/27 | Year 3 7/1/27-6/30/28 | Year 4 7/1/28-6/30/29 | Year 5 7/1/29-6/30/30 |
| <i>City Wide Curbside</i> | | | | | |
| <i>City & School Building Collection</i> | | | | | |
| <i>Additional Drop Off Site(s)</i> | | | | | |
| <i>*Cost of waste receptacles</i> | | | | | |