

Town of Poland



Request for Proposals Solid Waste Compactor

The Town of Poland is requesting bid proposals for one Solid Waste Compactor. Companies submitting bids must submit them in sealed envelopes with **“Solid Waste Compactor”** clearly printed on the exterior. Proposals must include vendor's name, address, phone(s), contact person, and total cost. The enclosed bid form must be used, and bidders must observe all required state and federal laws and policies.

All inquiries regarding bids should be directed to the Town Manager at (207) 998-4601; email mgarside@polandtownoffice.org. Proposals must be delivered and clearly marked **“Solid Waste Compactor”** to Town Manager, Town of Poland, 1231 Maine Street, Poland, ME, 04274 or by email at mgarside@polandtownoffice.org no later than **11:00am, Thursday, November 16, 2023**, at which time they will be opened and read publicly in the Town Office conference room. The Board of Selectpersons will consider proposals on **Tuesday, November 21, 2023 at 7:00pm** in the Town Office conference room. The Town of Poland reserves the right to reject any or all bids.

Solid Waste Compactor:

Minimum of a 4 yard stationary compactor

Minimum of a 50" X 60" Top Opening (25 S.F.)

Minimum RAM face plate thickness of ½" with stiffener plates

Minimum 10 H.P. Motor 220 volt system

Power unit must be protected from weather

Controls must be mounted inside the operator building

Compactor shall be installed and functionally tested to ensure all components are operating correctly

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

DAVIS-BACON ACT

The Contractor acknowledges that the decision to award this contract is conditioned upon Contractor's acceptance of the wage determination, and upon continuing compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Pursuant to the Davis-Bacon Act, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determinations.

Disadvantaged Business Enterprise (DBE), American Iron and Steel (AIS), and Build America/Buy America (BABA) requirements apply to all project delivery methods.

The Contractor acknowledges to and for the benefit of the Town of Poland ("Owner") and the U.S. Environmental Protection Agency (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America," that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Commented [BC1]: Added language that I pulled from a guidance document on BABA this is specific to an RFP. Please review since this was an example and I want to make sure it works for you.

LIABILITY INSURANCE – Successful Bidder must agree to procure and maintain at its expense, Commercial General Liability insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are:

Type of Insurance	Each Occurrence	Aggregate
General Liability – Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury and Property Damage	\$1,000,000	
Umbrella/Excess Liability	\$1,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	\$500,000 (Each Accident) \$500,000 (Disease Policy Limit) \$500,000 (Disease Each Employee)	

Each such certificate shall list the Town as an additional insured and contain a statement of the insurer's obligation to notify the Town at least fifteen (15) days prior to cancellation of any policy covered there under. The Town shall be furnished with a Certificate of Insurance. In the event the Town is required to defend itself, the Successful Bidder shall reimburse the Town's costs, including reasonable attorneys' fees for defense of such liabilities which arise out of the Successful Bidder's negligence. In any claim which may arise as a result of intentional or negligent acts or omissions of the Successful Bidder, the Comprehensive General liability insurance policy provided by successful Bidder shall be deemed primary protection against such claims and the Town shall not be called upon to contribute to a loss otherwise payable by the Successful Bidder's insurer due to its insured's act or omission.

INDEMNIFICATION – To the fullest extent permitted by law, Successful Bidder does agree to defend, indemnify and hold harmless the Town, its officers, agents and employees, from and against all claims, damages, losses or expenses, just or unjust, including but not limited to costs of defense, arising out of or resulting from the performance of services hereunder, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of Successful Bidder, its officers, agents or employees, anyone directly employed by it, or anyone for whose act it may be liable, except to the extent that said claim, damage, loss or expense is caused by the Town, its officers, or employees.

Solid Waste Compactor Official Bid Form

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER(S): _____

EMAIL: _____

CONTACT PERSON: _____

Include proof of standard liability insurance, which names the Town of Poland as an additional insured in an amount no less than \$1,000,000.

A. Total net price: _____

B. Guaranteed Delivery Date: _____

The Town of Poland reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the Town, renegotiate any contract and waive any informality which does not compromise the actual bid.