



**CITY OF BREWER  
FINANCE DEPARTMENT  
80 NORTH MAIN STREET  
BREWER, ME 04412**

**August 18, 2017**

## **REQUEST FOR PROPOSALS Pay As You Throw Products & Services**

The City of Brewer is requesting proposals from qualified vendors to manufacture and distribute trash bags (bags) to retailers that participate in a City-wide Pay As You Throw waste collection program. The initial contract term is three (3) years, October 1, 2017 thru September 30, 2020. The City has the sole option to renew the Contract for two (2) additional one (1) year periods, see page 5 for an example of the contract.

Sealed proposals, as specified herein, will be received by 2:00 p.m., **September 5, 2017** at Brewer City Hall, Finance Department, 80 North Main Street, Brewer, Maine 04412, in an envelope distinctly marked "**PAY AS YOU THROW BID**". Any unsigned, incomplete, or late proposals will not be accepted. The City Council will review the proposals and award the contract at the September 12, 2017 meeting.

Questions or requests for additional information regarding this request for proposal should be directed to Finance Director, Karen Fussell at 207-989-8440 or [kfussell@brewermaine.gov](mailto:kfussell@brewermaine.gov). Any information given as a result of a question or request shall be given to all bidders via email.

Bidders will establish a schedule of rates for their products / services, and this schedule will **remain firm** for the duration of the initial three (3) year contract. The format of the rate schedule may be modified to reflect the normal practices of the bidder, but all schedules must contain exact amounts for consideration. Components of the contract include: manufacturing (cost of bags); storage; distribution; retailer communications; and management of all financial activity of the Pay As You Throw (PAYT) program. The City of Brewer is Sales and Federal Excise Tax Exempt; however, the City pays the Maine Sales Tax on the bags for our customers.

As a general guideline, the City of Brewer requests services to provide approximately **60,000 Small and 95,000 Large** garbage bags per year, to **12** retailers. Distribution will be provided to locations in the **Greater Brewer** area. Please see contract **Attachment 1** for a list of Retailer addresses.

The PAYT services shall be in accordance with the attached sample contract, and all proposals must cover the following:

1. Completed and signed Bidder Information Form (see page 4), including at least three references from current customers with PAYT programs.
2. Detail per bag and per case pricing and specifications.
  - a. Bags shall be Orange and labeled for Brewer (see contract Attachment 2 for current labeling).
  - b. Bags shall have drawstring/draw tape closure.
  - c. Bags must fit around the rim of their applicable size trash can.
  - d. Small bags are 15 gallon with a 1.5 Mil thickness.
  - e. Large bags are 33 gallon with a 1.65 Mil thickness.
3. Detail of the packaging of said bags. Currently there are 5 bags per clear sleeve, and 40 sleeves per case for each size. A 4.25' x 6.5' informational mailer, which includes the UPC barcode, is included in each sleeve. See contract **Attachment 3** for an example.
4. Description of the Retailer's ordering process, including schedule of potential deliveries (at least weekly), with required ordering lead time.
5. Description of your company's warehousing and inventory capability and process for replenishment. Contractor shall have the ability to store an adequate quantity of bags, maintaining inventory of a minimum Four (4) weeks demand of sales for each Retailer. This averages to an inventory on hand of approximately **4,600 Small and 7,400 Large garbage bags at all times.**
6. Description of your company's quality control process and what happens if an issue is found with the manufacturing quality of the bags produced.
7. All financial activity of the PAYT program will be accounted for in a single bank account in the City of Brewer's name, to which the Contractor will have access.
8. Monthly reporting detail will be provided to the City by the 15<sup>th</sup> of each month, for the prior month. This will also include a monthly wire transfer into the City's operating account of the net proceeds. Please give examples of this reporting, which should include deliveries, receivables, bank activity, and all other transactional activity on the program.

9. Since the City of Brewer does not want sales tax charged to its customers, sales tax is remitted to the State of Maine at the time of bag manufacture and based on the City's cost, not at the Retailer. Please describe the process you would utilize in order to accomplish this.
10. Contractor will invoice Retailer upon delivery, with the delivery receipt and invoice indicating, at a minimum, the date, number of cases by size, and total amount by size. Payment by the Retailer is due a net 15 days from the delivery date. A sample Packing List & Invoice should be included in the proposal. See contract **Attachment 4** for Collection activity guidelines.
11. The City must be informed promptly of any complaints from a Retailer or Resident.
12. Contractor must provide the City with a copy of their commercial general liability and worker's compensation insurance on an annual basis and upon each contract or insurance renewal.
13. Four samples of each bag size in the specified thicknesses must be included (color & lettering not necessary) with the proposal.

By submission of a proposal or contract, the bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency. Furthermore, the bidder, if selected, agrees to ensure that any subcontractors it uses also meet this standard.

The City of Brewer is an Equal Opportunity Employer and Service Provider. The bidder, if selected, agrees that it shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, national origin, ancestry, marital status or sexual orientation.

The City reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or firm and to select one or more of the proposals.

**CITY OF BREWER  
BIDDER INFORMATION FORM**

Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Other \_\_\_\_\_

Year Business Started \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Address: Where Inventory Would Be Stored \_\_\_\_\_

Please attach insurance certificates to your proposal.

Certificate of Liability Insurance\*

\*If successful, the proposer will be required to provide the City this certificate naming the City of Brewer as an additional insured.

Worker's Compensation Insurance

**REFERENCES**

Company Name, City & State	Contact Name	Phone & Email	Years as a Customer

I attest all information in my proposal and bidder information form is true and accurate.

Signature of Bidder \_\_\_\_\_

Date \_\_\_\_\_

## PAY AS YOU THROW CONTRACT (Draft)

This Contract is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Brewer, Maine (The City) acting by its City Manager, with an address of 80 North Main Street, Brewer, ME 04412 and \_\_\_\_\_ (The Contractor) located at \_\_\_\_\_ for the manufacturing, storage, distribution, shipping, billing and accounting services of the Pay As You Throw (PAYT) trash bags (bags) for the term beginning on October 1, 2017 thru September 30, 2020. The City has the option to renew the Contract for two (2) additional one (1) year periods.

1. Throughout the term of this Contract and any extension or renewal thereof, the contractor shall manufacture and store in its designated warehouse as approved by the City an adequate quantity of bags in order to provide an inventory with a minimum of four (4) weeks demand of sales for each **Retailer**, which has entered into a Contract with the City to sell said bags to City residents.
2. The Contractor shall submit regular invoices to the City, which indicate the number of bags by size and total dollar amount delivered to the distribution center. This inventory, while held by the Contractor, is the sole property of the City. The City shall pay each invoice within thirty (30) days of the date of the invoice. The price of 1.65 Mil bag: 33 gallon is \$0.\_\_\_\_\_, and 1.5 mil bag: 15 gallon is \$0.\_\_\_\_\_. Each bag size is packaged in sleeves of \_\_\_\_\_ ( ) and there are \_\_\_\_\_ ( ) sleeves per case. The Contractor will be required to supply the City with draw tape plastic garbage bags at the quoted price. Upon **each renewal**, if any, the bid pricing can be adjusted up or down based on resin cost fluctuations. The adjustments will be based on an increase or decrease of greater than 5% according to the polyethylene resin pricing in the Plastics News trade publication (also online at [www.plasticsnews.com](http://www.plasticsnews.com)) for the date one month prior to the date of the contract extension (August 31, 2021 & 2022).
3. The Contractor shall provide notification via a letter to each retailer, introducing themselves and detailing the new procedures to order bags. The letter shall indicate the size of the bag, cost per case and the retail price per sleeve as approved by the City. Upon request by the City, the Contractor shall provide such letter to new Retailers identified during contract term.
4. The Contractor shall deliver bags to the Retailers at the address identified in **Attachment 1** on \_\_\_\_\_ of each week. When a holiday falls on this day, the Contractor shall notify the Retailers of any changes in the delivery schedule at least one week in advance of the delivery. Shipping charges, if any, are to be paid by the Contractor and are included in the above quoted prices to the City.
5. The Contractor shall take orders from the Retailers for large (33 gallon) and small (15 gallon) bags, until \_\_\_\_\_AM/PM on \_\_\_\_\_ for the \_\_\_\_\_ and/or \_\_\_\_\_ delivery. Any orders received by the Contractor after that deadline shall not be delivered until the following week. All orders shall be completed only by the case. Order shall be filled with inventory on hand, then replenished as noted in #1 and #2 above.
6. The Contractor shall invoice the Retailer at the address identified in Attachment 1 for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the

Retailer on the date of delivery. The Retailer shall remit payment to the Contractor in the City's name within fifteen (15) days of the date of the invoice. The Contractor shall provide the City with a detailed monthly report indicating the Retailers' payments received by the City.

The Contractor shall establish a bank account on behalf of the City in the City's name. The Contractor will deposit all checks for payments from the Retailers into this account. By the 15<sup>th</sup> of each month, the Contractor will wire funds from this bank account to the City's own bank account. By the 15<sup>th</sup> of each month, the Contractor will provide a monthly reconciliation report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report. The City shall give direction to the Contractor on the collection methods for any delinquent accounts. See **Attachment 4** for details.

7. The contractor shall inform the City promptly upon each instance where the Contractor receives a complaint from a Retailer of defective bags or an incomplete shipment of bags and shall promptly inform the City of the resolution of each such claim.
8. If the Contractor receives a complaint from a resident, the Contractor shall promptly inform the City of the resolution of each such claim.
9. The Contractor shall carry during the term of this Contract and any extension or renewal thereof commercial general liability insurance in the amount of One million dollars (\$1,000,000) per occurrence and Two million dollars (\$2,000,000) general aggregate. Commercial general liability insurance shall include Contractual liability insurance. Commercial general liability insurance shall name the City as an additional insured. The Contractor will provide the City a copy of the insurance certificate for their file on an annual basis and upon contract renewal.
10. The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the City's officers, agents and all employees from and against said requirements and local taxes or contributions imposed or required under to Social Security, Worker's Compensation and Income Tax Laws. Further, the Contractor shall exonerate, indemnify and hold harmless the City with respect to any claims, damages, expenses, or attorney's fees arising from or performed under this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law. The Contractor shall defend any and all suits and assume all liability for claims made against the City for any appliance furnished under this Contract.
11. The Contractor shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws, rules, regulations, orders and directives.
12. The City may defer payment to the Contractor of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the City or others against Contractor noncompliance with the provisions thereof; and the City may reimburse itself by deduction from the money so retained, for all expense and loss resulting to it from the Contractor's noncompliance.

13. No payment by the City to the Contractor shall be deemed to be a waiver of any right of the City under this Contract or ratification by the City of any breach hereof by him.
14. Notwithstanding any other provision of this Contract or Contract documents, the City shall not be obligated to remit any money to the Contractor until the Contractor performs work in accordance with this Contract.
15. The Contractor shall provide services under this Contract as an independent Contractor with the City and the Contractor and its employees shall not be entitled to receive any benefits of employment with the City, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.
16. If the Contractor breaches any provision of this Contract, in which breach is not cured within twenty-one (21) days with written notice thereof; from the City to the Contractor, the City shall have the right to terminate this Contract upon written notice to the Contractor.
17. If any assignment is made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the City may terminate this Contract upon written notice to the Contractor.
18. The City may terminate this contract upon written notice to the Contractor if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price, which represents the reduced appropriation for a Contract year.
19. In the event of termination, the Contractor shall be entitled payments for all services rendered. These payments would be for product manufactured and inventoried for the City in accordance with this Contract prior to termination. The City shall be entitled to all funds maintained in the bank account, as well as all inventory on hand.
20. The obligations of the City under this Contract are contingent upon appropriation by the City of sufficient money to fund the Contract.
21. The Contractor shall not assign this Contract without the prior written consent of the City Manager.
22. This Contract may be amended only by a written document signed by the parties.
23. If any provision of this contract is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

24. The obligations of the City and the Contractor, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with the Contract because of Force Majeure. Upon the elimination of the cause of such suspension, the respective obligations of the City and Contractor shall be reinstated from the date of such elimination.
25. This Contract shall be governed by and construed in accordance with Maine Law.

IN WITNESS WHEREOF the parties hereto have executed this Contract in three (3) copies each of which shall have the force and effect of an original, which shall take effect as an instrument under seal on the day and year first above written.

DATE: \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Contractor:**

Business Name: \_\_\_\_\_ Printed Name (Signatory) \_\_\_\_\_

SIGNED: \_\_\_\_\_ Title: \_\_\_\_\_

**City of Brewer:**

Stephen Bost, City Manager: \_\_\_\_\_



## Attachment 1

### LISTING OF RETAILERS\*

1. Rite Aid	422 Wilson Street, Brewer
2. Paradis-Shop N' Save	395 North Main Street, Brewer
3. Big Apple	115 South Main Street, Brewer
4. Big Apple #1031	343 Wilson Street, Brewer
5. Hannaford's #8173	383 Wilson Street, Brewer
6. Walmart #5076	24 Walton Drive, Brewer
7. Tozier's Market	483 South Main Street, Brewer
8. Walgreens #11545	437 Wilson Street, Brewer
9. Bangor Shaw's	353 Main Road, Bangor
10. Aubuchon Hardware	484 Wilson Street, Brewer
11. Tiller & Rye	20 South Main Street, Brewer
12. Brewer Public Library	100 South Main Street, Brewer

**\*Please note that delivery address may vary from the invoice address. An updated list will be provided to the Contractor at the contract signing.**

Attachment 2

IMPRINT ON EACH BAG

# OFFICIAL



# TRASH BAG

**REDUCE – REUSE – RECYCLE**  
**to lower your trash costs**

For information on recycling call 989-7800  
or visit [www.brewermaine.gov](http://www.brewermaine.gov)

Warning: Do not place printed designs on or against flooring, walls, carpeting or tile. These surfaces may contain residues from cleaning products that could cause ink to transfer. To avoid danger of suffocation, keep all plastic bags away from children.

Attachment 3

INFORMATION SHEET INCLUDED IN EACH SLEEVE

**OFFICIAL TRASH BAGS**



City of Brewer

**PAY-AS-YOU-THROW PROGRAM**

All trash picked up curbside must be in these official City of Brewer garbage bags.

**You can lower your trash costs.**

- **REDUCE:** Buy items with less packaging  
Compost yard & kitchen waste
- **REUSE:** Donate or sell unwanted items  
Reuse containers
- **RECYCLE:** Now biweekly! The ZERO Sort program accepts many items.

For Recycling or PAYT program information:  
Call 989-7800 or visit [www.brewermaine.gov](http://www.brewermaine.gov)



**Five (5) 15-Gallon Bags**

\* The only exception to this is not more than two personal passenger vehicle tires per household per week.

**Attachment 4**  
**ACCOUNTS RECEIVABLE COLLECTION POLICY**

The purpose of this memorandum is to document standard operating procedures for the collection of accounts receivables billed by the City's Pay As You Throw (PAYT) program to Retailers. The policy is effective October 1, 2009.

**Terms:**

PAYT Contractor shall invoice the Retailer for each delivery based on the 'Packing Slip' which must indicate the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net 15 days from date of invoice.

**Collection Procedures:**

PAYT Contractor will use reasonable and customary efforts to collect all outstanding balances owed to the municipality. PAYT Contractor is not responsible, for defaults, uncollected amounts, or any unpaid amounts; however; they must contact the City regarding these overdue balances.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, the Retailer will be verbally reminded of the past due balances and asked for prompt payment.
- If an invoice becomes 30 days past due, the Retailer will be verbally reminded that their account will be placed on hold when the account becomes 45 days past due.
- If an invoice becomes 45 days past due, the Retailer's account will be placed on hold by PAYT Contractor and no new deliveries will be made until all invoices 45 days past due are paid in full. PAYT Contractor will then remove the hold on the account and resume making deliveries to the Retailer.
- In the event invoices become 60 days past due, the account will be referred to the municipality for further guidance on how to proceed. However, in no event will deliveries be made if an invoice is 60 days past due, unless written authorization is provided to PAYT Contractor by the municipality.

\_\_\_\_\_  
Authorized Signature of Municipality

\_\_\_\_\_  
Printed Name of Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date