



TOWN OF RIVERDALE PARK, MARYLAND

Invitation to Bid
Bid No. DPW 19-002
Residential Trash Collection
Services

February 8, 2019

Invitation to Bid

by

Town of Riverdale Park, Maryland
5008 Queensbury Road
Riverdale Park, MD 20737

for

Residential Trash Collection Services

Bid No. DPW 19-002

Date Issued: February 8, 2019

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Bid Identification Label

For your convenience, the label below has been provided to properly identify your proposal. Place your bid in a sealed envelope, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package,

You may hand deliver or mail your bid package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR SUBMISSION ENVELOPE

DO NOT OPEN -SEALED BID – DO NOT OPEN – SEALED BID

Title: RESIDENTIAL TRASH COLLECTION SERVICES

Bid No.: DPW 19-002

BID TO BE RECEIVED: March 1, 2019

FROM:

DELIVER TO: Town of Riverdale Park
Attn: Jessica Barnes, Town Clerk
5008 Queensbury Road
Riverdale Park, Maryland 20737

1. Invitation to Bid

The Town of Riverdale Park, Maryland (hereinafter called the “Town”) is issuing this Invitation to Bid (ITB) to engage a Contractor to provide residential trash collection services including all labor, materials, equipment, containers, vehicles, management, recordkeeping, reporting and other services necessary to successfully perform trash collection services for the Town of Riverdale Park. The Contractor shall provide the required goods and services in accordance with the Scope of Work.

Bids must adhere to the format and content of this ITB and will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful bidder shall be required to enter into an agreement based on the specifications outlined in this bid document.

The goal of this procurement is to establish a multi-year contract (three-year with an option for two, two-year extensions) with a trash collection company.

Contractors wishing to submit a bid for this service must attend the pre-bid meeting at the date and time specified in Paragraph 3 below. The public bid opening will occur at the Council meeting on February 25, 2019.

2. Project Name and Service Area

- **Project Name:** Residential Trash Collection Services
- **Service Area:** Town of Riverdale Park, Maryland

3. Procurement Schedule

- Solicitation Date: February 8, 2019
- **Mandatory Pre-Bid Meeting** **February 15, 2019 (10:00 am)**
Riverdale Park Town Hall
5008 Queensbury Road
Riverdale Park, Maryland 20737
- Last Day for Questions February 21, 2019 at 4:00 pm
- **Bid Due Date and Time:** **February 25, 2019, at 5:00 pm**
- **Public Bid Opening:** **February 25, 2019, at 8:00 pm**
Riverdale Park Town Hall
5008 Queensbury Road
Riverdale Park, Maryland 20737

4. Submission of Bids

- A. All bids must be submitted by the due date and time, and delivered to:

**Attn: Jessica Barnes, Town Clerk
Office of Administrative Services
Town of Riverdale Park
5008 Queensbury Road
Riverdale Park, MD 20737**

- B. Bidders must submit **three (3) bound and one (1) unbound copy of the bid in a sealed envelope.**
- C. **Important Notice:** Notices of changes, additions and/or deletions to the specifications and/or responses to questions will be provided by addenda posted on the Town of Riverdale Park's website and the Maryland Market Place website. It shall be the responsibility of potential bidders to frequently visit the Town's website at www.RiverdaleParkMD.Gov to obtain addenda once they receive a copy or download a copy of this ITB.
- D. All bids must remain in effect for at least 90 days from submittal. The Town of Riverdale Park reserves the right to accept bids individually or collectively, to accept or reject any or all proposals, waive any informality, cancel the solicitation prior to bid opening and take whatever action is to the best interest of the Town. There is no guarantee, either expressed or implied, that award of a trash collection contract will be made to any company.
- E. The Town may request additional information, samples, or presentations in support of proposals. Additionally, the Town may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.
- F. All bids will be date and time stamped and a statement of receipt returned to the Bidder. Any bid submitted after the submission due date and time shall not be considered. Notwithstanding any other provisions of this ITB to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the Town may be considered at any time it is received and may be accepted.
- G. A Bidder may submit only one bid in response to this ITB. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Town.
- H. All submissions will be retained by the Town except for propriety financial information, the submissions will become the property of the Town, and the Town has the right distribute or use such information as it determines.

- I. The Town shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to the ITB.

5. Explanation to Prospective Bidders

Each Bidder shall carefully examine this ITB and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a bid. Should a Bidder find discrepancies or ambiguities in, or omissions from, the ITB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the ITB, amendments, addenda, or revisions, it must submit a request an interpretation or correction in writing and convey it through email. Any information given to a Bidder concerning the solicitation will be furnished promptly to all potential Bidders as an addendum to this ITB if in the sole discretion of the Town it is necessary in proffering bids or if the lack of it would be prejudicial to any other prospective Bidders.

6. Questions and Point of Contact

All questions concerning this ITB and all correspondence **must be** submitted in writing via email to the following email address and include the company name, point of contact, e-mail and business address, and telephone and fax numbers. Reference the specific section of the ITB in question. Questions from potential bidders and the corresponding response will be shared via email with all potential bidders who attend the mandatory pre-bid meeting. All questions shall be received no later than February 21, 2019 at 4:00 pm. Questions submitted after that time will not be addressed. Submit questions to:

Attn: Jessica Barnes, Director, Office of Administrative and Services
Email: RFP-BIDQuestions@RiverdaleParkMD.Gov

7. Bid Bond

Each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of ten (10) percent of the total Bid amount and shall be made payable to the Town of Riverdale Park, Maryland. A U.S. Postal Money Order is acceptable in lieu of a check.

8. Performance Bond

The successful Bidder must furnish a Performance Bond in the amount of twenty-five (25) percent of the contract price covering faithful performance of the contract, made out to the Town of Riverdale Park within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Failure to furnish the required Performance Bond within the required ten (10) days of notification shall forfeit to the Town his/her bid bond.

9. Receipt of Addenda

The successful Bidder will be required to provide a statement that s/he has received all addenda provided prior to submitting the bid.

10. Definitions of Terms

- A. **Bulk Item** – An item too large for a regular trash truck to accommodate or that require more than one employee to lift (limit 60 pounds), including white goods (refrigerators, washing machines, dryers, ranges, water heaters, freezers or similar domestic appliances), and those items which cannot be collected with the trash and compacted by the trash truck compactor; air conditioners, furniture (sofas, chairs, tables, book shelves, beds, entertainment centers, etc.); and, large tree limbs (larger than four (4) feet in length and/or three (3) inches in diameter). Bulk items do not include bricks, heavy amounts of soil, large construction equipment and materials, and automobile parts, equipment or tires.
- B. **Compromised Container** – A trash can/toter that no longer functions in the manner it was intended, i.e., damaged or missing wheels, no longer leak-proof, detached or broken lid, damaged or missing handle, or holes in the can.
- C. **Contract Administrator** – The Director of Public Projects and Services of the Town of Riverdale Park.
- D. **Contractor** – The company contracted to provide trash collection services to the Town of Riverdale Park, including any individual or agent acting on behalf of the company.
- E. **Curbside Service** – Collection of garbage, rubbish, trash, bulk items, yard waste and electronic equipment from in front of a house, and in special cases from the rear lot of the property.
- F. **Dwelling and Dwelling Unit** – For this purpose dwelling and dwelling units shall be defined as:
 - a. a single-family detached structure used as a complete and independent living facility for only one family, which includes permanent provisions for living, sleeping, eating, cooking, and sanitation;
 - b. a building containing two dwelling units (also called a duplex or two-family structure) wherein the units are located side by side or stacked one above the other and used as two independent living facilities for two families, respectively; and
 - c. a building containing four or more residential units, each an independent living facility, that are attached horizontally through, and entirely separated by common walls, with each unit occupying space from the lowest floor to the roof of the building and located on a separate “townhouse lot”.
- G. **Eligible Dwelling Unit** – an occupied dwelling unit.
- H. **Garbage** – Fruit, meat, vegetable and other food wastes collected in normal household usage.

- I. **Mayor and Town Council** – governing body for the Town of Riverdale Park, Maryland.
- J. **Occupied Dwelling Unit** – A dwelling unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- K. **Refuse** – All solid waste delivered to the processing facility that is not a recyclable material and is not an unacceptable material. Refuse includes garbage, trash, rubbish and yard waste.
- L. **Resident Customer** – is the occupant of a dwelling unit as herein defined.
- M. **Route** – A number of houses scheduled to be collected on a day of the week specified in the contract.
- N. **Rubbish** – All solid wastes that than garbage, offal, and ashes from homes; further classified as combustible (mostly paper, wood and cloth) and noncombustible (metals, glass and crockery).
- O. **Specifications** – All provisions and requirements, contained therein, together with all written or printed agreements of instructions made or to be made pertaining to the method and manner of performing the work.
- P. **Surety** – The corporate body that is bound with and for the Contractor who is primarily liable, and which engages to be responsible for the contractor for his acceptable performance of the work for which he has been contracted.
- Q. **Town Manager** – The Manager (or their designee) of the Town of Riverdale Park.
- R. **Trash** – Trash shall include rubbish and ashes. Trash does not include leaves in quantity, large tree limbs; rocks, soil, dirt and building materials in quantity; or, bulk items. Trash also includes tree trimmings less than four (4) feet in length and three (3) inches in diameter provided they do not exceed two (2) bundles weighing no more than sixty (60) pounds per bundle.
- S. **Unacceptable Materials** – All toxic, infectious, and hazardous waste or substances, as defined by State and Federal law, construction and demolition debris, asbestos, free liquids, sewage, sludge, incinerator ash, waste oil and all other materials or combinations of waste materials which are prohibited by this contract or applicable law from being delivered to the facility.
- T. **Walk-up Collection** – an act by the Contractor to retrieve containers from residences where collection containers are marked on the side with an identifying sticker (or have been identified by the Town or provided by the Contractor) from their location on the property and return said containers to the same location after emptying.
- U. **Yard Waste** – Biodegradable waste that can be comprised of garden waste such as grass, weeds, flower cuttings, and hedge trimmings, but not leaves in quantity. For this purchase Christmas Trees are included as yard waste except collection shall be provided for only two months a year, in December and January.

11. Pricing and Term of Agreement

The Town of Riverdale Park is seeking pricing based on a fixed dwelling unit price per month. Bidders pricing offer shall be “all inclusive” and enough to cover all labor, supervision, management, quality control, materials, equipment, containers, supplies including (any consumables), vehicles, recordkeeping, reporting, disposal fees, and other services including overhead and profit. The quoted price must remain in effect for the entire, initial term of the contract.

The term of the agreement shall be for a period of three (3) years beginning July 1, 2019 and ending June 30, 2022, with the possibility of two (2) consecutive two-year extensions. Any renewal term shall extend from July 1 through June 30 of the new term.

Prior to commencement of subsequent renewal periods, the Town will entertain a request for a unit price increase in accordance with the Consumer Price Index in effect at the time of the request. The Town reserves the right to accept, modify or reject the request for a price increase. In consideration of the request, the Town may consider the current rate for disposal at the required landfill and whether the Town previously has authorized any increase in the portion of the rate allocated by the Contractor for waste disposal. If the price increase is approved, the new price will be effective and will remain firm through that renewal period and until the Town approves any subsequent price increase.

For purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers (CPI_U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

12. Scope of Work

A. Trash Collection and Service Area

This ITB is soliciting a contractor to implement a Residential Electronics Recycling Program and collect refuse, trash, yard waste, and bulk items from occupied one-family, two-family (duplexes) and Townhouse dwellings within the corporate boundary of the Town. The electronics recycling program will include the collection of electronic equipment and accessories including but not limited to televisions, computers and monitors, laptops, tablets, e-readers, printers, VCR and DVD players, and game consoles.

Currently, there are an estimated 1,296 eligible dwellings within the Town to which the successful Contractor will provide services under an agreement with the Town. If additional dwelling units are built or annexed into the Town during the initial term of the contract, or during any renewal period, the Contractor shall provide collection and electronic recycling services to such properties at the same per dwelling unit rate as the Town pays the Contractor for existing dwelling units in the Town.

Prior to requesting payment for an increase in dwelling units, the Contractor must advise

the Town Manager or designee of such increases within thirty (30) days of the date services commence at the new dwelling units. Likewise, the Contractor is required to report any decrease in eligible dwelling units due to new vacancies, fire, acts of nature, or any other causes within thirty (30) days to the designated Town official to reflect the actual number of dwellings to be used in computing monthly payments.

The Contractor shall collect from one-hundred (100) percent of the eligible dwellings and shall collect one-hundred (100) percent of the contracted refuse, trash, yard waste, bulk items and electronic equipment set out at each dwelling within the Town, except when such materials are prohibited, improperly prepared/set out, or otherwise non-compliant with established guidelines and requirements. After collection, the container shall be returned to an area above the curb line but out of the sidewalk or pedestrian route and all overflow of materials outside the container shall be picked up at the time of scheduled pick-ups at no additional cost. The Contractor shall not allow any spillage of fluids or materials on private or public property.

B. Provision of Containers

The Contractor shall furnish each dwelling unit within the Town with a non-compromised, 90- to 100-gallon rubber and/or plastic container (Rubbermaid or equivalent) with an attached weather tight lid. The Contractor shall replace containers that are damaged, misplaced, stolen or compromised at no additional cost. Residential customers are responsible for the proper use, storage and safe keeping of their assigned container. Residents who report a stolen container must file a Police Report and furnish a copy of the report to the Contractor at the resident's expense. Upon receiving a copy of the Police Report for a stolen container, the Contractor must replace the container according to the timeline required below.

The Contractor is encouraged (though not required) to use a tracking device to locate containers. All containers shall contain a permanent sticker with a height of at least four (4) inches to denote the type of material to be collected in the container. Each container shall include an identification number and company name and phone number. The containers shall remain the property and responsibility of the Contractor.

The Contractor shall replace compromised containers within seven (7) calendar days of receiving a request from a resident or the Town of Riverdale Park Town Manager or their designee. After the seven (7) day period, the Town, at its sole discretion, may replace compromised containers at the Contractor's expense. The amount expended for such replacements will be deducted from the following month's invoice. The Town shall provide documentation to the Contractor detailing the expense.

Residents will be required to use the Contractor's assigned container.

C. Refuse and Yard Waste Collection Schedules and Curbside Service

Curbside service for the collection of refuse shall be twice a week (Mondays and Thursdays) throughout the year from each eligible dwelling, with yard waste to be

collected on Wednesday.

The Contractor shall provide, on the same days as refuse collection, on-demand curbside and in special cases from the rear lot of the property, an unlimited amount of electronic equipment including accessories for recycling. The Contractor shall collect electronic equipment and accessories **separately** from refuse and yard waste. **The Contractor shall propose a process for collecting electronics for recycling which can include a different collection schedule than noted above, as part of the bid package. In either case, the Contractor shall provide a separate cost proposal for electronic recycling.**

Christmas Trees shall only be collected in December and January. The Contractor shall establish a total of three (3) dates for Christmas Tree collection between December 26th and January 31st. The Contractor shall establish and maintain these dates for the duration of the contract.

The Contractor shall provide walk-up collection service, other than curbside, for residents with special needs as directed by the Town Manager or their designee. All collections shall be performed between the hours of 7:00 am and 5:00 pm.

Collection days shall not be changed. Except for inclement weather-related schedule changes, other temporary schedule changes required a thirty (30) day advance notice and must be approved in writing by the Town Manager or their designee. The Contractor shall be responsible for notifying residents of eligible dwellings of the change in collection days, and the duration.

The Contractor shall not perform any collections on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Collection shall be made on the next regularly scheduled collection day.

The Contractor may delay or suspend collection on a scheduled collection day for inclement weather involving snow and/or ice, problem road conditions, or excessively high winds. The decision to suspend collection shall be tied to a snow emergency declared in effect in Prince George's County by the Prince George's County Executive, the Maryland State Highway Administration or the Maryland State Police. The collection must resume on the next regular collection day; however, no suspension shall last for more than two (2) consecutive collection days, unless the snow emergency is still in effect.

D. Bulk Trash Collection Schedule

The Contractor shall pick up bulk items weekly (in addition to the regular twice-weekly refuse pick-up) from all eligible dwellings upon a request from a resident of an **eligible dwelling**. Bulk trash pick-up shall be scheduled on a designated day for once a week collection. Upon receipt of a request, the Contractor shall schedule the pick-up of the bulk items. The Contractor shall develop a system for residents to request bulk trash pick-up and to notify residents of the day scheduled for pick-up of their bulk items. The Contractor is required to compile a list of all scheduled bulk trash pick-ups weekly and

furnish it to the Director of Public Projects and Services by email. In addition, the Contractor is required to provide a monthly report of bulk trash pick-ups.

Bulk trash collection suspended due to a snow emergency declaration shall be collected within seven (7) days after the snow emergency declaration has been lifted. The Contractor shall notify affected residents with a new collection date within that timeframe.

The Contractor shall not be required to pick up more than three (3) bulk items from any dwelling unit per week, provided that the Contractor informs the designated Town official on the day of bulk items pick-up if there is more than the requisite number of items at any dwelling. Such notification shall be in writing.

E. Key Personnel and Staff

The Contractor shall provide adequate staff, management and supervision to successfully provide the required services. The Contractor shall assign one or more supervisors who will be familiar with collection routes in the Town of Riverdale Park and responsible for all Contractor's activities within the Town. The name and telephone numbers (office and cell) of each supervisor shall be given to the Town Manager.

The Contractor shall at a minimum perform or provide the following:

- a. Ensure that all employees provide a high standard of service and exhibit courtesy, consideration and respect in all their dealings with resident customers, general public and Town officials;
- b. Ensure that employees performing collection services exercise due care, do their work without delay, minimize noise, avoid damage to public and private property, return containers to their proper location and position, utilized sidewalks and avoid crossing lawns;
- c. Maintain satisfactory standards of employee competency, conduct, appearance and integrity;
- d. Ensure staff are properly licensed in accordance with all applicable laws, codes and regulations;
- e. Ensure that employees always wear appropriate attire including safety equipment required by all applicable laws, and carry identification supplied by the Contractor;
- f. Ensure that employees do not engage in scavenging, that is, sorting through set-out or collected materials or removing items from set-out or collected materials for personal gain; and
- g. Take corrective action with respect to problem employees including removal if their conduct is unsuitable or otherwise objectionable or those whose continued employment under the contract is deemed to be contrary to the public interest or inconsistent with the best interest of the Town.

F. Disposal of Collected Matter

The Contractor is required to use Prince George's County landfills to dispose of all collected matter, excluding electronic equipment for recycling. The Contractor shall identify a company to receive electronic equipment for recycling in its proposals for this service. The Contractor shall obtain current disposal fees when calculating the price of service. If the County disposal rates increase, upon request of the Contractor the Town shall increase the portion of the per dwelling unit rate allocated to the cost of waste disposal to correspond to the percentage increase in the County landfill disposal rate.

G. Equipment

The Contractor is responsible for maintaining all collection vehicles in good working order at all times. All collection vehicles used by the Contractor shall be leak-proof and not exceed five (5) years in age. If a collection vehicle fails while completing its route the Contractor shall replace it immediately and continue with the completion of said route.

The Contractor shall ensure that collection vehicles are properly maintained and clean, constructed and operated to prevent spillage, and equipped with a dumping mechanism. The Contractor shall repair and replace vehicles as required to ensure the availability of the number of vehicles to successfully perform the required services.

All Contractor trash collection vehicles must be able to navigate **all** Town streets and alleys so not to run over or damage curbs, sidewalks and other non-roadway services. Bidders are encouraged to inspect all routes including alleys and tight turns, to ensure equipment can navigate all roadways and turns within the service area without damage to property. The Contractor shall be responsible for all damage to private and public property caused by the collection activity.

Each truck shall prominently display the Contractor's company name or logo and phone number. Each truck shall have flashing warning light that can be viewed from all sides.

The Contractor shall provide the number and service type of collection vehicles required to successfully perform the required services. The Contractor shall provide the following information for each collection vehicle within five (5) days of the contract award:

- a. Make/Model/Year;
- b. VIN Number;
- c. Vehicle Type;
- d. Service Type;
- e. Capacity; and
- f. Tag Number.

H. Missed Collections

The Contractor shall be responsible for any contracted refuse, trash, yard waste, bulk items and electronic equipment that is missed by the Contractor. The Contractor shall pick up a missed collection within twenty-four (24) hours of notification of a missed pick up and must notify the Town Manager's designee when the missed collection is picked up. The Town shall act as the parties agree for failure of the Contractor to pick up missed collections with the twenty-four (24) hour timeframe.

I. Customer Service

Quality Customer Service: The Contractor at all times must provide a high-level of customer service demonstrated by accessibility and availability to receive and respond to calls and emails from the Town and resident customers within a timely fashion; response time to resolve resident complaints; and, employee professionalism in direct contact with Town representatives and resident customers by phone, email and face-to-face.

Help Desk/Call Center: The contractor shall maintain a help desk/call center to address complaints, non-compliance issues and requests for information regarding scheduling, suspensions of collection, pick-up time for missed pick-ups, etc. The help desk/call center must be open between the hours of 7:00 am and 6 pm, Monday through Friday, to receive phone calls at a toll-free telephone number from Town officials and resident customers relating to the services provided by the Contractor under contract with the Town. The Contractor shall have 24 hours to resolve reported issues.

Notification Tags: The Contractor in conjunction with the Town shall develop a Notification Tag to notify resident customers when refuse, bulk item(s) or electronic items were left uncollected and to otherwise report any change in collection services. The Town shall have final approval of the Notification Tag. The Contractor shall produce and distribute Notification Tags at its own expense, the cost of which should be reflected in the bid price.

Complaint Process: The Town will establish and maintain an email address and process for receiving and forwarding questions, comments and complaints from resident customers to the Contractor who must provide an email address to the Town. Emails received by the Town will automatically forward to the Contractor. The Contractor must designate a customer service employee(s) to monitor and handle emails hourly and that personnel must notify the Town when a complaint is received and when and how the issue(s) has been resolved.

Quality Control: The Contractor shall strive to avoid missed collections, spillage, damage to property, and poor customer service. Bidders are required to include a description of their quality control strategy and program in their bid submission. The program must describe ways for the company to identify and resolve potential and actual problems before a complaint is lodged. This quality control program shall be put into effect at the start of the contract.

Instructions to Residential Customers: The Town will provide instructions to resident customers on requirements for the preparation of refuse, trash, bulk items and electronics equipment for collection and recycling, respectively, and how and to whom to report missed collections and complaints. The Town will also provide information on the Contractor’s responsibilities and the complaint process on its website. The Contractor shall also post basic service information under the Town website or its website or via other means as determined by the company.

Uncollected Refuse, and Bulk and Electronic Items: If the Contractor determines that a residential customer has not complied with the requirements for the preparation of refuse, trash, or bulk items for collection, or electronic equipment for recycling, or has included items that are prohibited, the Contractor may leave the refuse, bulk item(s), or electronic equipment uncollected. For any items left uncollected, the Contractor shall use a Notification Tag to inform the residential customer of why the refuse, trash, bulk item or electronic equipment was not collected. The Notification Tag must be securely affixed to the trash container, bundle, pile and/or item that clearly shows the Notification Tag(s) affixed. Failure to leave a Notification Tag as required may be treated as a missed collection.

J. Communication and Reporting

The Town and the Contractor shall periodically meet in order to foster effective and open communication, minimize problems especially during implementation of the contract, and to provide a forum for discussing and resolving issues, and reviewing performance data. The parties will agree to the frequency of meetings during the implementation phase, essentially the first four (4) months of the contract, and thereafter. If significant service issues or challenges arise, both parties shall agree to meet and confer in good faith at either parties’ request to reach a resolution. The Town reserves the right to require meeting attendance by additional Contractor’s representatives as needed in order to resolve any outstanding issues. Meetings will be held at Riverdale Park Town Hall.

The Contractor shall notify the Town when the situations described below occur, by phone and/or email and within the timeframe noted. The purpose of this requirement is to educate affected resident customers as soon as possible about the situation and when it is expected to be resolved.

Situation	Timeframe for Reporting	Method of Reporting
An occurrence of any event that may delay or suspend collection (for example, temporary road closures, road repair, inclement weather, equipment failure, etc.) and when collection is expected to resume	Within one (1) hour of a decision to delay or suspend collection	Phone and Email

Situation	Timeframe for Reporting	Method of Reporting
Spillage and drips from collection vehicle that are not immediately cleaned up, and when the problem will be resolved; report nature of the problem and location	Immediately, no later than 30 minutes from the time of the incident	Phone and Email
Decision to leave materials uncollected; report the reason and dwelling address	At the end of the daily route	Email
When damage occurs to public or private property	Immediately following the incident where public or private property is damaged	Phone and email
When a regular driver or supervisor is replaced for a given collection day(s) and permanently	Within one (1) hour of a decision to substitute a driver and/or supervisor	Phone and Email
Residential customer requests a trash container, including nature of the request and dwelling address, when container will be delivered or why container will not be delivered	At the end of the daily route	Email
When a missed collection is picked up, including address(es)	Immediately after the missed pick up is collected; or if multiple missed collections in any given day, then immediately after the last pick up has been completed	Email

The Contractor shall provide the following written reports according to the schedule identified below. All reports shall be in writing and submitted via email to the Director of Public Projects and Services.

Report	Frequency
Resident complaints including date of complaint, address, nature of complaint, outcome and date of outcome	Monthly
Increases and decreases in number of dwelling units	Within 30 days of commencing and discontinuing trash collection at a given address

Report	Frequency
Tonnage, reported separately, for regular trash, bulk trash and yard waste collected, and electronic equipment recycled	Monthly
List of scheduled bulk item pick-ups by address	The day before scheduled pick up
Total number of bulk pickups completed	Monthly
List of missed pick-ups by category (trash, bulk and yard waste) with explanations provided for each missed pick-up	Monthly
Number of requests for trash containers and the number supplied	Monthly

13. Damage to Persons or Property

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor shall take all reasonable protection to prevent damage, injury, or loss to employees on the job and any other persons who may be affected thereby; all work and all materials; and, other property at the dwelling or adjacent thereto.

1. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall notify the Town Manager or designee and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.
2. The Contractor shall be responsible for all repairs and/or replacement of public or private property surfaces, etc., damaged by their employees or equipment during performance of the contract.
3. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall promptly notify the Town Manager or designee if the specifications are at variance therewith.
4. The Contractor shall report any unusual conditions to the Town Manager's designee promptly.

14. Licensing and Conformance with Laws

The Contractor shall comply with all applicable County, State and Federal licensing, accreditation and registration requirements and standards necessary for the performance of the contract. The Contractor shall be responsible for complying with all statutes, laws, codes, ordinances, regulations, rules and requirements.

The Contractor shall comply with a Federal, State, County and Town laws, applying to the storage, collection, transport and disposal of trash. The Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction.

15. Contractor Experience and Capacity

Work covered shall be performed by a single firm experienced in waste collection of a similar nature and scope as required by this ITB. The Contractor **shall not** subcontract any work to be performed under this Contract.

By submitting the bid, the Contractor certifies that the following requirements are met:

1. Has held a contract for trash collection and electronic recycling services within the past five (5) years at a scope of work and volume of collection similar to the work being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the Bidder has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.
6. The Contractor shall be licensed by the State of Maryland to perform all services required by this ITB.

16. Liquidated Damages

The Contractor shall provide consistent service, submit all required information and reports within the required timeframes, and consistently provide accurate information. The Town and Contractor will agree upon liquidated damages that consider the increased administrative and operational cost the Town incurs when the Contractor fails to meet agreed upon performance standards. The Town shall expect the Contractor to acknowledge the difficulty in determining actual losses the Town will suffer by reason of the Contractor's non-performance, poor performance, or failure to adhere to minimum performance standards; that the accumulated effect of repeated incidents will negatively affect the positive public impact of the Town's solid waste services; and, that because of the increased costs to the Town, liquidated damages shall be proportionate and reasonable. The parties shall agree that the proportionate and reasonable amounts will be established as liquidated damages and not as a forfeiture or penalty for the Contractor's failure to comply with specific terms and provisions. The Contractor will be expected to waive any defense to the validity of any liquidated damages stated in the executed agreement such as liquidated damages are void as penalties or are not reasonable related to actual damages.

The Town may assess liquidated damages for each instance of missed collection not picked up within the required timeframe and failure to complete a daily route without a reason acceptable to the Town Manager. Failure to complete a daily route will be determined to occur when more than 3% of the dwellings scheduled for collection on a regular approved schedule for that day are missed by the Contractor.

A missed collection not picked up within 24 hours after a miss is reported to the Contractor may result in liquidated damage up to One-Hundred Dollars (\$100) per missed dwelling.

If the Contractor fails to complete a route on more than two consecutive collection days or with complaints and evidence of repetitive missing of certain dwellings on its daily schedules, during a three- (3) month period, the Town Manager or their designee may elect to assign Town equipment and labor to complete failed routes. In such instances, the Contractor will be back-charged by the Town based on actual cost to the Town for equipment and labor, plus an administrative allocation of twenty (20) percent.

The Town may elect not to impose liquidated damages during the first thirty (30) days of the contract but will document all performance and other issues, except the Town will not wave liquidated damages during the first thirty (30) days for any of the following:

1. Collection services started before 7:00 am;
2. Contractor supervisor not always present in the Town during collection activities;
3. Co-mingling refuse/trash and recyclable electronic equipment; and
4. Unloading, discharging or disposing of collected refuse, trash, bulk items, and recyclable electronic equipment at any location other than the facility required by the contract.

Any liquidated damages will be documented by the Town in writing and will be deducted by the Town from the Contractor's invoice for services under the contract in accordance with provisions within the contract.

17. Proof of Qualifications

Bidders must submit with the bid the Bidder Qualification Form and must certify that it is not barred from participation in contract activities with any government and provide other required affidavits.

Failure to submit proof of qualifications, as required, shall be enough cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

18. Insurance Requirements

The Contractor shall procure and maintain at its sole expense Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Workmen's Compensation Insurance with limits no less than that set forth below. The Contractor shall provide the Town with certificates of insurance evidencing the coverage required by this paragraph prior to the Contractor commencing any services for the Town under contract, prior to the commencement of any renewal period, and promptly after any change in coverage or carrier. Said certificates shall provide that the Town be given at least thirty (30) days written notice prior to the effective date of cancellation or of intention not to renew. The provision of insurance as required herein shall not relieve the Contractor of any responsibility, duty, or obligation otherwise assumed by the company under a contract or imposed by law.

All insurance shall include complete operations and contractual liability coverage and must name the Town of Riverdale Park as an additional insured, not just a certificate holder.

Approval of the insurance by the Town shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the Town does not in any way represent that the specified limits of liability or coverage or policy forms are enough or adequate to protect the interest or liabilities of the Contractor.

- A. Comprehensive General Liability Insurance: Contractor must, at its expense, maintain in force continuously throughout the contract term comprehensive general liability insurance in the following amounts:
- (1) Personal and bodily injury liability insurance with a limit of \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate, where insurance aggregates apply;
 - (2) Property damage liability insurance with limits of \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate, where insurance aggregates apply.
- B. Automobile Liability Insurance: The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles in the following amendments
- (1) Bodily injury liability with limits of \$1,000,000.00 each person and \$3,000,000.00 each accident;
 - (2) Property damage liability with a limit of \$250,000 each accident.
- C. Workmen's Compensation Insurance: The Contractor shall comply with all rules, regulations, requirements, and benefits established in law by the State of Maryland for Workmen's Compensation Insurance.

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

The Contractor shall indemnify, defend, and save harmless the Town of Riverdale Park, its appointed or elected officials, board members, employees, and agents for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control on its behalf in connection with or incident to its performance of the contract.

19. Award of Contract

Bidders must bid on the entire contract. Award of a contract will require action by the Mayor and Council. In determining which proposal is best, the Town will take into consideration the specifics of the proposal, the bid price, and the experience, qualifications, capacity, references and past performance, responsibility and currently available facilities, equipment and financial resources of the Bidder to perform the work. The Town reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the Town. The Town reserves the right to cancel the Award of the Contract at any time prior to the execution of the contract without liability on the part of the Town.

20. Execution of the Contract

The Bidder to whom the Contract is awarded must execute a Contract within ten (10) business days after receipt of the Contract and submit such other documents as required by the Contract including bonds, and insurance certificates. Failure by the successful Bidder to execute the Contract and submit such other documents as required by the Contract shall be just cause for annulment of the Award and the forfeiture of the Bid Bond, which shall become the property of the Town, not as a penalty but in liquidation of damages sustained.

If the bidder to whom the award is made fails to execute the Contract as herein provided, the award may be annulled and the Contract awarded, at the discretion of the Town, to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he/she were the original party to whom the award was made, or the Town may reject all of the bids, as its interest may require.

21. Notice to Proceed

After execution of the Contract, the Town will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced. Work done prior to the date set forth in the Notice to Proceed shall be at the successful Bidder's risk.

Failure by the successful Bidder to initiate work within five (5) days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of

Contract and may result in termination of the Contract by the Town and other actions in law.

22. Payments/Reductions

At the end of each month, the Contractor shall render to the Town Manager or their designee, an invoice for payment. The Contractor shall be paid each month the per dwelling unit rate multiplied by the number of dwelling units serviced within the corporate limits of the Town during that month.

The Town Manager or their designee shall review the invoice and any necessary reductions (decrease in number of dwelling units) which must be made in accordance with the conditions of the contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

23. Taxes

The Town is exempt from State of Maryland Sales Tax. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in the bid.

BID FORM

Proposals must adhere to the format of these bid forms and content of this ITB. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name: _____

Address: _____

City, State and Zip: _____

Telephone: _____

Email Address: _____

Date: _____

TRASH COLLECTION SERVICES

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment, containers and services necessary to perform Residential Trash Collection Services for a period of three (3) years for the project, per the pricing below:

Monthly Contract Price Per Dwelling Unit: \$_____ (inclusive of refuse, trash, yard waste and bulk item collection and recycling of electronic equipment).

Breakout of Monthly Per Dwelling Unit cost:

- Refuse, Trash and Bulk Item Collection Services: \$_____
- Yard Waste Collection Services: \$_____
- Electronic Recycling Collection Services \$_____
- Per Container Unit Cost \$_____
- Per Unit Disposal Cost \$_____

- Total** \$_____

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

1. That said Bidder has examined this ITB and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.
2. That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.
3. The undersigned, being a reputable Refuse Collection Company hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for Trash Collection Services of:

Project Name: _____

Name of Contractor: _____

Authorized Signature: _____

Name and Title of Signatory: _____

Type of Organization (Check appropriate box):

- Corporation
- Partnership
- Proprietorship

SEAL:(If corporation)

BIDDER QUALIFICATIONS

In order to qualify for this Project, bidders must submit all information requested in the following pages.

SUMMARY OF EXPERIENCE

Company Name: _____

Main Office Location: _____

Contact Name: _____

Phone #: _____

FAX# _____

Email _____

Year Company founded: _____

Years in Refuse Collection: _____

Last calendar year refuse collection volume: _____

Yes No Have you ever operated a refuse collection business under another name? If so, list previous name:

Yes No Have you ever defaulted on a project? If so, please explain:

Yes Do you have all applicable licenses?

If yes, please list them and attach a copy of their current certificate and label:

_____ Expiration Date _____

_____ Expiration Date _____

List other industry association memberships:

List other services you provide:

List any industry awards:

QUALITY ASSURANCE PROCEDURES

Service Documentation

Submit one copy of the service reporting form used to communicate actions taken.
Attach and label.

Do employees carry cell phones?

Quality Control

Describe your quality control procedures:

Describe any other services scheduled:

Describe your method for handling customer complaints/problems:

REFERENCES:

Complete and submit the following for three (3) projects of similar complexity as the project specified.

Reference 1

Name of Project: _____

Address of Project: _____

Company: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Monthly Contract Amount: \$ _____

Years in Services: _____

DESCRIPTION OF WORK:

REMARKS:

Reference 2

Name of Project: _____

Address of Project: _____

Company: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Monthly Contract Amount: \$ _____

Years in Services: _____

DESCRIPTION OF WORK:

REMARKS:

Reference 3

Name of Project: _____

Address of Project: _____

Company: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Monthly Contract Amount: \$ _____

Years in Services: _____

DESCRIPTION OF WORK:

REMARKS

TOWN OF RIVERDALE PARK

Non-Collusion Affidavit

I, _____, being duly sworn on oath, deposes and says:

That he/she is the _____(Owner, Partner, Title if on
behalf of a Corporation) of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that {he/she} (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

(Signature)

(Date)

(SEAL)

TOWN OF RIVERDALE PARK

False Pretenses Affidavit

I _____, the undersigned _____
(Office Held)

of _____, being first duly sworn on oath,
(Name of Business Entity)

affirms and says this _____ day of _____, 2019, that I hold
the

aforementioned office in _____
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

(Signature)

(Date)

(SEAL)

TOWN OF RIVERDALE PARK

Affidavit of Non-Conviction

I hereby affirm that:

- (1) I am the _____(Title) and duly authorized representative of _____(Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle
- (6) State "none" or, as appropriate, list any conviction, plea or admission described in Paragraphs 2 through 5 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of RIVERDALE PARK, Maryland, under Section 16-311 of the State of

Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of RIVERDALE PARK may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Signature _____ Date _____

Printed Name _____

TOWN OF RIVERDALE PARK

Certificate of Non-Suspension

I, _____, do hereby
certify that _____
has not been suspended or _____(Name of Bidder)
barred from participation in contract activities with any government.

Signature: _____

Title: _____

Date: _____