



## 2021-2024 REFUSE COLLECTION AND DISPOSAL

Bid Due Date: 5 March 2021

### REQUEST FOR PROPOSAL

**PURPOSE:** This Request for Proposals (RFP) seeks sealed bids from responsible bidders for Refuse Collection and Disposal for 2021-2024 in the Town of Washington Grove (“Town”), as specified in the project description, scope of work, and all other contract documents (the “Contract Documents”).

**1. PROJECT DESCRIPTION:** The work consists of furnishing personnel and equipment (single axle trucks/approx. 11 cubic yards & wheeled walk-in containers), together with competent operators and supervision, for collection and disposal of all household garbage, trash and other refuse placed in approved or disposable containers by residents. The Town requires work under the contract to begin in July 2021.

**2. SCOPE OF WORK:** Refuse collection shall be limited to accumulation from ordinary household activities. There are currently 225 households in the Town. Additional houses may be added at the same per unit cost as the current monthly contract price divided by 225. Please see attached map for Town of Washington Grove Corporate Limits.

- Refuse collection for 413 and 415 Washington Grove Lane must be made from Hickory Road (marked in blue on map).
- Refuse collection for Pine Road, Locust Lane, and Johnson Alley must be made on foot with contractor’s wheeled walk-in containers (marked in pink on map).

Two special bulk collections will be scheduled during the year with at least 10 days’ notice to the Contractor. Materials not acceptable for regular collection must be picked up on these special collections, e.g. furniture, rugs, beds, mattresses, large toys, small parts from autos, and other similar materials (excluding masonry, and also excluding materials that are the by-product of construction, reconstruction, or demolition by a building contractor). Special collection items must be placed at roadside.

Cat litter and live animal waste will be collected if contained and wrapped separately from household refuse in heavy duty, waterproofed paper or plastic bags inside an approved container. Otherwise dead animals, fecal matter, explosives, poisons, acids, any waste deemed to be infectious, liquid petroleum or other highly flammable products, are not acceptable for collection at any time.

All work shall be completed in a first class workmanlike manner and shall conform to the best practice of the trade.

**3. INITIAL INSPECTION:** Prospective bidders are encouraged to conduct an initial site inspection. The purpose of the inspection is for the bidder to view the layout of our town. Our

roads are narrow, and there are several places where walk-in service is necessary. Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

**4. REQUIREMENTS FOR BIDDING:** In order for a prospective bidder to qualify for the bidding process, the following requirements must be met:

- a) The fully completed, signed and dated Bid Proposal; and
- b) The two (2) completed affidavits (See Section 5); and
- c) A list of at least three (3) references (names, addresses, phone numbers) from customers for whom similar work has been completed.

**5. MANDATORY SUBMITTAL: THE ATTACHED BID PROPOSAL FORM, REFERENCES LIST, AND AFFIDAVITS MUST BE COMPLETED AND RETURNED.**

The Proposal Form must be enclosed in a sealed envelope marked “**2018-2021 Refuse Collection and Disposal**” and submitted to Town Clerk Kathy Lehman, P.O. Box 216, Washington Grove, Maryland 20880, or hand delivered to the Town Office, 300 Grove Avenue, before 4:30 p.m., 5 March 2021. Contractor shall be familiar with the Town’s specifications.

The ‘Non-Collusion Affidavit’, and the ‘Affidavit With Respect To Non-Conviction, Non-Suspension And False Pretenses’ must be submitted along with the Bid Proposal Form (*See attached Affidavits*).

**6. BID OPENING AND EVALUATION:** Proposals will be opened and publicly read at McCathran Hall in Washington Grove, Maryland, at 7:30 p.m., on Monday, 8 March 2021. Proposals will be evaluated using the following criteria: cost for services, quality of previous work, and references.

Contract will be awarded by the Council to the lowest responsive and responsible bidder. The Town reserves the right to reject any and all proposals and to waive formalities as may promote the best interests of the Town. Upon award, the successful bidder is required to sign a contract in substantially the form included in this RFP within ten calendar days of the award.

**7. DATES OF WORK:** Work under the three-year contract will begin July 1, 2021 upon receipt of notice to proceed. The collection and disposal of refuse will occur once a week on a schedule approved by the Mayor. All work must be completed in compliance with this work schedule unless the collection day falls on a holiday. In the event that a regular collection day falls on a Federal holiday, collection must be made on the day after the holiday or any other mutually agreed day very close to the holiday.

**8. LIQUIDATED DAMAGES:** In the event that the Contractor fails to collect refuse from a specific dwelling unit within 24 hours after receiving oral or written notice from the Town that the collection was missed, then liquidated damages in the amount of fifty dollars (\$50) per missed dwelling unit per day missed may be deducted by the Town from the next monthly payment due the Contractor. Contractor acknowledges that actual damages cannot be calculated and agrees that this liquidated damages provision is fair.

**9. CHANGES:** The Town may at any time issue a written change order to make changes within the general scope of the Contract in the work and services to be performed. Any claim for an adjustment in time or money for a change order must be made in writing within 21 days from the date the Town issued the change order unless the Town extends this time period in writing. Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for extra work, time or material will be allowed, except as provided in this section. Increase or decrease in the work shall result in a change in the contract price based on the unit prices in the Bid Proposal Form.

**10. INSURANCE:** Within ten (10) calendar days of the execution of this Contract and prior to commencement of work, Contractor must obtain at Contractor's own cost and expense and keep in force and effect during the entire term of engagement until termination of this Contract the following insurance: comprehensive general liability insurance, workers' compensation insurance, and automobile liability insurance with limits of not less than those set forth below.

**A. Comprehensive General Liability Insurance:**

Combined single liability limit of \$2,000,000 per occurrence and \$4,000,000 aggregate

**B. Automobile Liability Coverage:**

Combined single liability limit of \$2,000,000 per occurrence and \$4,000,000 aggregate.

**C. Workers' Compensation:**

Bidder shall comply with the requirements of the State of Maryland for the provision of workers' compensation insurance. By submission of a proposal, bidder hereby certifies that they are in compliance with applicable requirements.

All insurance shall include completed operations and contractual liability coverage. On each policy, with the exception of the workers' compensation, the Town of Washington Grove shall be named as an additional insured with an additional insured endorsement.

Provision of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the engagement agreement, or for which bidder may be liable by law or otherwise.

Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal governments as provided by law. By submission of a proposal, bidder hereby certifies that they are in compliance with all applicable requirements.

**11. INDEMNIFICATION:** Contractor shall be responsible for any loss, personal injury, death and any other damage that may be done or suffered by reason of the negligent or intentional act or omission or failure to perform any contractual obligations by Contractor, its agents, servants, employees and sub-contractors. Contractor must indemnify and save the Town and its officials and employees harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred, due to intentional or negligent acts or omissions, or failure to perform any of its obligations on the part of the Contractor, its agents, servants, employees or subcontractors.

**12. INDEPENDENT CONTRACTOR:** The Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town.

**13. OTHER PAYMENTS; EXPENSES; TAXES:** The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of Contractor's obligations under this Contract, except as set out herein. It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby.

**14. ASSIGNMENT AND TERMINATION:** The Contractor will not assign or transfer any interest or claim under this Contract except as authorized in writing by the Mayor of Washington Grove.

**15. TERMINATION FOR DEFAULT:** Notwithstanding anything to the contrary herein, this Contract may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

**16. TERMINATION FOR CONVENIENCE:** The performance of work or delivery of services under this Contract may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**17. COMPLIANCE:** The Contractor will, without additional expense to the Town, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services called for in this Contract.

**18. PAYMENTS:** Payments for completed work shall be made on the basis of approved invoices. All invoices will contain complete and accurate information. Under no circumstances

will the Town pay the Contractor for interest on amounts payable. Invoices will be sent to the Town Clerk Kathy Lehman, P.O. Box 216, Washington Grove, Maryland 20880.

Payment will be made within 30 days of the Town's receipt of approved invoices. No payment may be made under this Contract unless funds for the payment have been appropriated by the Town.

**19. TERM:** The term of the contract is from July 1, 2021, through June 30, 2024.

**20. PROJECT INFORMATION CONTACTS:** For further information, contact Council member Dave Cosson (301-424-8851) or Town Clerk Kathy Lehman (301-926-2256).



Town of Washington Grove  
Request for Proposals  
REFUSE COLLECTION AND DISPOSAL

BID PROPOSAL FORM (2 Pages)

Town of Washington Grove  
300 Grove Avenue; PO Box 216  
Washington Grove, MD 20880

BID DUE DATE: 5 March, 2021  
TIME: Before 4:30 p.m.

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(To be filled out by bidding company)

hereby submits the following proposal for the collection of refuse within the Town of Washington Grove, Maryland, and to dispose of refuse, so collected, elsewhere. Having carefully examined the Request for Proposals, Instructions to Bidders, and Specifications, the proposed Contract and **Addenda Numbered** \_\_\_\_\_ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

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(Written)

\$ \_\_\_\_\_  
(Figures)

Name of Bidder:

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Name of Individual Authorized to Bind the Bidder:

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Signature:

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Federal ID Number: \_\_\_\_\_

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

**SPECIAL TERMS AND CONDITIONS:**

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a period of sixty (60) calendar days from the proposal opening date, and that, if the undersigned is notified of award of contract within this time period, the Bidder shall execute a contract for the above stated compensation.
- C. The bid prices shall be stated in both words and figures.

TO BE SUBMITTED WITH BID

Non-Collusion Affidavit

\_\_\_\_\_, 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.

\_\_\_\_\_(SEAL)

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.

**TO BE SUBMITTED WITH BID**

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES**

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 7 below, neither I nor the Business Entity 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 7 below, neither I nor the Business Entity 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 of 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 7 below, neither I nor the Business Entity 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 7 below, neither I nor the Business Entity 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 been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business

Entity nor, to the best of my knowledge, information and belief, 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.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of Washington Grove, 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 Washington Grove 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name