



2024 - 2025 Leaf Collection and Disposal
Bid Due Date: April 5, 2024

REQUEST FOR PROPOSALS

PURPOSE: This Request for Proposals (RFP) seeks sealed bids from responsible bidders for Leaf Collection and Disposal in the Town of Washington Grove ("Town"), as specified in the specifications, drawings and all other contract documents (the "Contract Documents").

- 1. PROJECT DESCRIPTION:** Proposals are invited to furnish personnel and equipment necessary to collect leaves within the Town of Washington Grove, Maryland, and to dispose of leaves, so collected, elsewhere. It will be the responsibility of the Contractor to provide for appropriate disposal sites outside the Corporate Limits of Washington Grove and to obtain any necessary permits for the use of such sites.
- 2. SCOPE OF WORK AND AREAS:** The work consists of furnishing personnel and equipment, together with competent operators and supervision, for removing and disposing of leaves along all of the roadways and walkways within the developed areas of the Town as shown on the attached map including Ridge Road and Washington Grove Lane; EXCEPTING HOWEVER: RAILROAD STREET, 2ND AVENUE, 3RD AVENUE, 4TH AVENUE, 5TH AVENUE, AND BOUNDARY STREET. Note that The Circle, 1st Avenue, and 6th Avenue and the full extent of Ridge Road are included in the pickup area. Also note that leaves at the intersections of 3rd Avenue and Acorn Lane and 4th Avenue and Acorn Lane are included. All leaves within six feet of the road or walkway are to be removed. A typical season, including a spring collection, is usually 55 – 65 leaf truck loads.

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

- 3. AMOUNT OF LEAVES COLLECTED TO BE ESTIMATED:** The Town is engaged in an effort to examine ways to recycle biodegradable materials within the Town and therefore desires to understand the amount of leaves collected and disposed of outside its boundaries. Contractor will work with the Town to estimate the amount of leaves collected and disposed of outside the Town by recording and reporting the volume, weight or other suitable measure of leaves collected during the annual contract period.

4. **INITIAL INSPECTION:** The prospective bidder should schedule a time to conduct an initial site inspection accompanied by a duly authorized representative. The purpose of the inspection is for the bidder to view the roadways and walkways, and surrounding areas, in order to identify any physical access concerns and to determine the amount of manpower and equipment needed to complete the job with as little disruption of Town land and vegetation (trees, branches, etc.) as possible.

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.

Please contact Town Clerk Kathy Lehman at 301-926-2256 to schedule a site inspection.

5. **REQUIREMENTS FOR BIDDING:** In order for a prospective bidder to qualify for the bidding process, the following requirements must be met:
- The fully completed, signed and dated Bid Proposal Form;
 - The two completed affidavits (See Section 5); and
 - A list of at least three references (names, addresses, phone numbers) from customers for whom similar work has been completed.

6. **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 "PROPOSAL FOR LEAF CONTRACT" 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 5:00 p.m., **April 5, 2024**. 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*).

7. **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, April 8, 2024 or at a ZOOM Video- conference**. Proposals will be evaluated using the following criteria: cost for services, professional licenses and certifications, quality of previous work, and references.

The 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 with the Town substantially in the form included in this RFP.

8. **DATES OF WORK:** The Contractor must remove and dispose of all leaves in piles, windrows, etc., along the rights of way as described in Section 2 above, accumulated between

October 31, 2024, and January 5, 2025. Removal must be done such that no piles or windrows of leaves remain uncollected for longer than two weeks, unless, in the opinion of the Mayor of Washington Grove or a duly authorized representative, such removal could not be done due to adverse weather conditions. If adverse weather or other conditions preclude removing all leaf piles by **January 5, 2025**, the Contractor should make provisions to ensure all piles are removed as soon after this date as possible.

Spring 2025 Leaf Pickup: The Contractor must remove and dispose of all leaves in piles, windrows, etc. along the rights of way as described in Section 2 above accumulated by **April 1, 2025**. If in the opinion of the Mayor of Washington Grove or a duly authorized representative, adverse weather necessitates further delay in completion; a new completion date may be authorized.

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. **AREAS FOR SMALL TRUCK:** The following areas may require use of smaller collection equipment than other areas of the Town. Additional information on these areas and possible alternative approaches may be obtained by contacting the Mayor of Washington Grove or a duly authorized representative.

Miller Drive
Acorn Lane
First Avenue
The Circle
Sixth Avenue
Dorsey Street
Johnson Alley
Fourth Avenue (Extended)
Locust Lane
Oak Street; between Chestnut Road and Grove Road
Cherry Avenue; between Oak Street and Center Street
Maple Avenue
204 Washington Grove Lane
208 Washington Grove Lane

11. RENEWAL: The Town may, in its sole discretion, elect to renew the Contract for **four years**, one year at a time, subject to satisfactory performance by the Contractor and availability of funds.

12. FAILURE TO PERFORM:

a) Completion of fall **2024** leaf pickup: In the event that completion of leaf pickup for **2025** is delayed past **January 5, 2025**, due to adverse weather as provided in Section 7, pickup of accumulated leaves is to be completed no later than **January 12, 2025**. If in the opinion of the Mayor of Washington Grove or a duly authorized representative, adverse weather necessitates further delay in completion, a new completion date may be authorized. If the Contractor fails to complete pickup by the specified date, the Town may contract independently to remove the remaining leaves and liquidated damages will be assessed, equal to the actual cost, but not exceeding the outstanding payment due on this portion of the contract.

b) Completion of spring **2025** leaf pickup: The Spring **2025** leaf pickup is to be completed by **April 1, 2025**. If in the opinion of the Mayor of Washington Grove or a duly authorized representative, adverse weather necessitates further delay in completion, a new completion date may be authorized. If the Contractor fails to complete pickup by the specified date, the Town may contract independently to remove the remaining leaves and liquidated damages will be assessed, equal to the actual cost, but not exceeding the outstanding payment due on this portion of the contract.

13. 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:

- 1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate; and
- 2) Property damage liability insurance with limits of \$500,000 each occurrence/aggregate

b) Professional Liability: Not applicable for this contract.

c) Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate

d) **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.

- 14. 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.
- 15. INDEPENDENT CONTRACTOR:** The Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town.
- 16. 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.

- 17. 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
- 18. 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 an 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.
- 19. 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.
- 20. 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.
- 21. PAYMENTS:** Payments will be made according to the following schedule, subject to satisfactory performance by the Contractor as defined herein:
 - 25% of the Lump Sum Price on November 15, 2024;
 - 25% of the Lump Sum Price on December 1, 2024;
 - 20% of the Lump Sum Price on December 15, 2024;
 - 10% of the Lump Sum Price on December 31, 2024;
 - 10% of the Lump Sum Price due on completion of final fall collection as certified by the mayor or duly authorized representative; and
 - 10% of the Lump Sum Price due on completion of final spring collection as certified by the mayor or duly authorized representative.
- 22. WARRANTY:** The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of the completion of the work. The

Contractor warrants and guarantees that the completed work is free from all defects due to faulty materials, equipment and workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to other parts of the work resulting from such defects. In the event the Contractor neglects to make such repairs required during the warranty period, the Town may cause such damage to be repaired and made good at the cost and expense of the Contractor.

- 23. PROJECT INFORMATION CONTACTS:** For further information, contact Rob Gilmore (202-352-1877) or Mayor John Compton (240-432-5700).



**Town of Washington Grove
Request for Proposals
LEAF COLLECTION AND DISPOSAL**

BID PROPOSAL FORM (Two Pages)

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

BID DUE DATE: April 5, 2024
TIME: Before 5:00 p.m. Washington

(to be filled out by bidding company)

The undersigned agrees to furnish personnel and equipment, including all labor for the collection and disposal of leaves along the roadways and walkways in the Town of Washington Grove, Maryland, in accordance with the terms and conditions of the **2024-25 Leaf Collection and Disposal Request for Proposal RFP** for the Lump Sum Price of:

_____ Dollars

The equipment that will be used in performing this contract and its capacities are as follows:

Name of Bidder: _

Name of Individual Authorized to Bind the Bidder _

Signature: _

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. Should the Contractor fail to complete the work within the time specified, the Contractor shall reimburse the Town for any extra administrative and inspection costs necessitated by the continuance of the work beyond the time herein specified for completion. Such extra administrative costs charged to the Contractor as hereby agreed to in no way constitutes a penalty, but said costs represent additional expense to the Town caused by delayed prosecution of the work by the Contractor. Payment of the Town's expenses as set forth herein shall be in addition to the Contractor's obligation as set forth in any other section hereof.

- D. The bid prices shall be stated in both words and figures.

**NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED WITH BID)**

_____, 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.

**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).
- 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 or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article.
- 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.

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