



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #02-23

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

**Bids Due by 2:00 P.M.
WEDNESDAY, AUGUST 17, 2022**

ISSUED BY:

Gina Washington

Senior Buyer

Procurement Department

City of Rockville, City Hall

111 Maryland Avenue, 1st Floor

Rockville, Maryland 20850

Phone: (240) 314-8431

Fax: (240) 409-9321

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD-V Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.



Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to rWASHINGTON@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON **IFB 02-23**, titled **DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
<input checked="" type="checkbox"/>	Proposal requirements too "restrictive".
<input type="checkbox"/>	Insufficient time to respond to the Invitation for Bids.
<input type="checkbox"/>	We do not offer this service.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet requirements.
<input type="checkbox"/>	Unable to meet insurance or bond requirements.
<input type="checkbox"/>	Scope of Services unclear (please explain below).
<input type="checkbox"/>	Other (please specify below).

REMARKS:

Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Authorized Signatory

Printed Name

Title

Date

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

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DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

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City of Rockville
IFB 02-23

Submittal Checklist and Signature

This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.

_____ Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)

_____ Did an authorized company representative sign the bottom portion of this of this page?

_____ Did an authorized representative sign the Affidavit form in Attachment A?

_____ Did you complete the reference form in Attachment B?

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<https://dat.maryland.gov/Pages/default.aspx>

_____ Did you check the City’s website for any addenda and include a signed copy of each with your response?

Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.

PAYMENT TERMS: NET 30	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ___ DAYS	
COMPANY LEGAL NAME: _____	
ADDRESS: _____	
SUBMITTED BY: _____	
SIGN YOUR NAME	DATE
_____ PRINT YOUR NAME	
TELEPHONE# _____	FAX # _____
E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____	
<i>For informational purposes only – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes _____ no _____ I choose not to respond</i>	

**INVITATION FOR BID #02-23
DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until 2:00 P.M. EST, Wednesday, AUGUST 17, 2022. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's **third party software solution provider's** computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

1.2 BACKGROUND

The purpose of this solicitation is to establish a contract with a qualified Contractor to provide dumpster refuse and recycling collection and disposal services at City parks and facilities

1.3 PROJECT DESCRIPTION

Contractor shall furnish and deliver all necessary labor, materials, equipment and transportation required to provide dumpster refuse and recycling collection and disposal services.

1.4 PROJECT TIMING/COMPLETION

The initial contract term shall be from November 1, 2022 through October 31, 2023 with an option to extend the contract for four (4) additional one-year periods through October 31, 2027.

1.5 PROPOSED SCHEDULE

- A. IFB Release Date – WEDNESDAY, JULY 20, 2022
- B. Pre-Bid Meeting – WEDNESDAY, JULY 27, 2022 (VIRTUAL)
- C. Questions Due – WEDNESDAY, AUGUST 3, 2022
- D. **IFB closing date – WEDNESDAY, AUGUST 17, 2022**

1.6 PRE-BID MEETING (VIRTUAL)

A virtual pre-bid meeting will be held on WEDNESDAY, JULY 27, 2022 AT 11:00 A.M. Bidders must register below in order to attend the meeting. This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Bid Meeting Here: [Register](#)

1.7 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to GINA WASHINGTON via [the City's Collaboration Portal](#) **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **5:00P.M. /WEDNESDAY, AUGUST 3, 2022**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.8 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the [City's Collaboration Portal](#) **only** at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register For Virtual Bid Opening Here: [Register](#)

1.9 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all bidders, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of bids or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at [the City's Collaboration Portal](#) listed below:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1.10 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.11 NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business

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in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

1.12 US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

1.13 QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 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, 1997) 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 City.

1.14 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100 TDD 240-314-8137.



CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 3/2022

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **COVID-19 VACCINATION REQUIREMENT** The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
3. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

4. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted **using the City's designated electronic, software solution**
6. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;

- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

7. ADDENDUM In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted **via the city's designated electronic, software solution**

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

8. ACCEPTANCE/REJECTION OF BIDS The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that period.

9. MULTI-YEAR BIDS Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

10. ERRORS IN BIDS When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

11. BID WITHDRAWAL Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.

12. TAX EXEMPTION The City is exempt from the payment of any federal excise or any Maryland sales tax.

13. MISTAKES Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

14. PRICES Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

15. PROMPT PAYMENT DISCOUNTS All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

16. BIDDER'S PAYMENT TERMS The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

17. SAMPLES Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.

18. SENSITIVE DOCUMENTS Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
<http://www.rockvillemd.gov/documentcenter/view/74>

19. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
20. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
21. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
22. **EXECUTION OF CONTRACT** The awarded bidder shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.
23. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses which include travel time and mileage.
24. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.
25. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is free as part of the Finance Department's efforts to improve customer services.
26. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
27. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

28. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
29. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
30. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
31. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
32. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

33. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid price, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
34. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
35. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
36. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

37. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

38. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

39. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

40. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

41. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

42. **ADDITIONAL ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

43. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

44. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

45. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

46. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.

47. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

48. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

49. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

50. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

51. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

53. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

- 54. IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- 55. SUBLETTING OR ASSIGNMENT OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
- 56. OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
- 57. NO CONTACT DURING PROCUREMENT PROCESS**. It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

**INVITATION FOR BIDS #02-23
DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

SECTION III: SPECIAL TERMS AND CONDITIONS

3.1 Point of Contact

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

3.2 Minimum Qualification Requirements

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.

Contractors collection vehicles must be permitted in compliance with all Federal, State, County and City requirements.

Contractor shall perform all specified work using skilled, and licensed technicians; supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.

Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall always have available a dedicated line for facsimile machine, an email address and telephone number for communication between the Contractor and the Contract Administrator.

Contractor shall have the ability to provide a back-up refuse/recycling and/or disposal facility operating in accordance with all applicable Federal, State and local laws and regulations, latest edition.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject

any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

The Contractors date of incorporation/organization must be more than 5 years before the date of release of this Bid Document.

3.3 **Contract Term**

The anticipated terms of this contract shall be one (1) year beginning November 1, 2022 through October 31, 2023.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

3.4 **Option to Renew Contract Period**

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause must be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

3.6 **Estimated Quantities**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder’s bid to meet additional or reduced requirements of the City.

3.7 Additional Items/Duties

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.8 No Exclusive Contract/Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3.9 Exceptions

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder’s bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder’s bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

3.10 Complete Information Required on Bid Form

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

3.11 Insurance Requirements

Prior to execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary.

The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers’ Compensation</i> 2. Employers’ Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

3.11.1 Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City’s Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

3.11.2 Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of contractor’s products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor’s Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

3.11.3 Subcontractors

There shall be NO subcontracting or assignment of work delegation. No exceptions.

3.12 Cooperative Procurement

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

3.13 License and Support Agreements

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

INVITATION FOR BIDS #02-23
DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 Scope of Services

Contractor shall furnish all labor, supplies and equipment for the complete and satisfactory dumpster refuse and recycling collection and disposal throughout the City. Contractor shall provide all services required in these specifications.

4.2 Damage

Contractor shall be responsible for City property or privately-owned property damaged by their employees or equipment during performance of duties. Contractor shall notify the Contract Administrator immediately who will inspect and determine the degree of damage including the extent of the responsibility.

4.3 Management and Inspection

All workmanship, equipment and materials shall be subject to inspection and examination by the Contract Administrator or his/her designee at any time during the performance of the work. The Contract Administrator will conduct routine checks on performance, completion of tasks and cleanliness.

All containers, once emptied, shall be returned to the original position with the lids replaced and loading and side doors closed.

Contractor shall submit a weekly report with locations serviced for that week and indicate any locations that were missed.

Contractor must close and secure all gates and enclosures prior to leaving the site.

4.4 Missed Collections

Contractor shall respond to all missed collections within twenty-four hours or the next service day.

4.5 Signage

Contractor shall properly label **all** containers in English and Spanish with 12" x 12" (minimum size) signs stating: "NOT FOR PUBLIC USE".

Contractor shall properly label all recycling containers in English and Spanish with 12" x 12" (minimum size) signs stating: "RECYCLE ONLY – NO PLASTIC BAGS".

4.6 Container Specifications

Contractor shall provide the specified number, type and size of refuse and recycling containers to the locations listed herein. The containers will range in size from 96 gallon rolling carts, 2 cubic yards and up to 8 cubic yard dumpsters. Dumpsters must fit into the existing dumpster enclosures or designated area located at each site.

Upon request, contractor shall provide roll off containers of various sizes.

The containers provided by the Contractor shall meet all Federal, County and City health and safety regulations. The dumpster type containers shall be equipped with side and top doors to allow for either top or side loading and shall be designed to provide rodent-proof, animal proof, and wind-proof storage of refuse/recycle contents.

Contractor shall maintain all containers in a clean and sanitary condition and regularly rotate with clean containers, whenever necessary, to maintain optimum cleanliness, health and sanitary conditions including but not limited to the following:

- a. Repair and repaint containers as necessary.
 - i. Repairs to, or exchange of defective containers shall be made before the next scheduled pick-up after notice is received from the Contract Administrator or designee
 - ii. Minor repairs may be made on site when approved by the Contract Administrator
- b. Provide substitute containers when maintenance or repair is being performed on containers normally provided.
- c. Exchange containers at no additional charge if the City determines containers are unsightly, damaged or unusable.

Contractor must close and secure all gates and enclosures prior to leaving the site.

4.7 Solid Waste Code Compliance

Contractor shall comply with all pertinent Federal, State, County codes and regulations and the City of Rockville Code, Chapter 20, Solid Waste:

https://www.municode.com/library/#!/md/rockville/codes/code_of_ordinances?nodeId=CICO_CH20SOWA

All collected refuse and recycling shall be properly disposed of and comply with Federal, State, County and local regulations. Contractor shall not off-load, place, store or dump materials in any location other than a collection or processing facility.

4.8 Spillage

Contractor shall not allow contents of the dumpsters or containers to spill during dumping operations. If spillage occurs, the Contractor shall be responsible for the immediately clean-up of the spillage.

Any spill of fuel or hydraulic fluid must be reported immediately to the Environmental Management Division Hotline at (240) 314-8348.

All vehicles used in the performance of the Contractor's duties shall have a broom and pan for sweeping debris.

All vehicles used in the performance of the Contractor's duties shall have spill response equipment for containment and clean up.

4.9 Collection Vehicles

Contractor shall provide and maintain during the contract term, a fleet of vehicles to include a minimum of four (4) refuse and four (4) recycling trucks capable of dumping up to eight (8) cubic-yard dumpsters for refuse and recycling. The vehicles must contain the waste material so that no material is spilled, leaked, or blown from the vehicle during its transit to the disposal site.

Contractor's vehicles and other equipment must be clearly identified. All vehicles and equipment used in collection and removal service shall be in good repair, clean, well maintained and free of excessive noise, odor, or emissions.

It is expressly forbidden for the Contractor to deliver any materials, even partial loads, not collected in performance of this Contract, to designated disposal facilities and present them as materials collected as part of this contract. In addition, the City reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, customer reports, trips to designated disposal facilities and other destinations, the content of individual loads or portions of loads disposed of at designated disposal facilities, and the Contractor's records at any time, in order to ensure the Contractor's compliance with this contract.

All vehicles used in the performance of the Contractor's duties shall be in compliance with all applicable Federal, State and Local regulations and legal mandates.

Contractor's vehicles must be enclosed or covered to prevent blowing or falling of refuse or recycling materials from the vehicle. Clean up of improperly contained materials will be the responsibility of the Contractor.

4.10 Noise Ordinance

All work shall comply with the noise ordinance requirements for Montgomery County, MD:

<https://www.montgomerycountymd.gov/DEP/contact/noise.html>

4.11 Hauling Refuse and Responsibility for Materials Collected

All refuse hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented. Contractor shall be fully and solely responsible for any consequential clean-up if spillage that occurs and are subject to citations and/or fines issued by the City of Rockville's Environmental Management Division.

Upon placement of materials collected in performance of this contract into the Contractor's vehicle, transportation of those materials to the designated disposal facility becomes the sole and complete responsibility of the Contractor. The foregoing, however, shall not be construed to prejudice any rights the City may have to control the disposal of such refuse, including the designation of a disposal facility or the manner or type of disposal. The City retains ownership of all materials set out for collection at the contract sites, even during collection, transporting, loading or unloading of the vehicles.

4.12 Work Performance

It is the Contractor's responsibility to supervise the service in progress and provide direction to employees in the field. The City does, however, intend to monitor the Contractor's performance, through data tracking and analysis and through on-site contract monitoring and inspection. If City staff records deficiencies that must be corrected, the Contractor shall notify the City when these deficiencies have been corrected. City staff will recheck the work to determine that it has been completed satisfactorily.

If the City finds that the deficiencies previously noted were not corrected, a charge of City staff's time at actual cost for the City staff's time and associated other costs may be deducted from the payment to the Contractor for each inspection until all noted deficiencies have been corrected. If the deficiencies have been corrected, no charge will be made. Repeat inspections will be made by the City until the work is determined to be complete.

While City employees may suggest possible solutions to problems or unusual situations, the Contractor retains the responsibility for collecting materials included in this contract. Neither the Contract Administrator, nor any other City staff member, retains any liability for advice given during the performance of their duties. Only the Purchasing Agent or his designee may make determinations that involve clarification or interpretation of contractual terms and obligations. Contract Administrator and other City staff members' presence or actions in no way relieve the Contractor of liability and responsibility of any kind in connection with this Contract. The foregoing does not preclude any other remedies associated with failure to collect or other contractual requirements.

4.13 Emergency Plan

Contractor shall submit, ten (10) working days prior to initiation of service, an emergency plan, in writing, to the Contract Administrator which shall detail those actions in which the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which would require a deviation from normal operating procedures. The emergency plan shall include the Contractor's emergency phone numbers and key contact persons, who will be available to the City at all times during the emergency.

4.14 Pricing and Fees

All pricing and fees shall include installation and removal of the container, equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively. Contractor shall provide pricing for roll off containers to include all associated costs.

4.15 Site Inspection

Interested bidders are encouraged to visit all locations to determine size and site conditions. The act of submitting a bid is to be considered acknowledgement by the bidder that they have visited the site, taken field measurements and are familiar with the conditions and requirements affecting the required work. Failure to do so will not relieve the successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this bid.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the bidder to fulfill in every detail all requirements set forth herein.

4.16 Access to Locations

Contractor shall be given access to all the locations by the Contract Administrator or department designee upon award.

The Contract Administrator will provide the Contractor a combination lock code, key or key card to access various locations. Contractor shall be responsible for the safe keeping of all combination lock code, key and/or key cards while in their custody and shall **not** be shared with any person(s) other than the Contractor's employees.

Contractor shall report all lost or stolen combination lock code, key and/or key cards to the Contract Administrator within twenty-four (24) hours after discovery of the loss.

Upon expiration or termination of the contract, the Contractor shall immediately return all City issued combination lock code, key and/or key cards to the Contract Administrator. Contractor shall be responsible for any lost keys or key cards.

Upon completion of the contract, final payment shall be withheld until all issued keys and/or key cards are returned to the Contract Administrator.

4.17 Contractor Qualifications

Contractor shall have a minimum of five (5) consecutive years' experience in dumpster refuse and recycling collection and disposal services, regularly engaged in the performance of the specified work.

Contractor shall be of established reputation who is regularly engaged in the performance of the specified service and who maintains and makes available for this purpose, a regular force of skilled employees and equipment.

Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall have available at all times a dedicated line for facsimile machine, an email address and telephone number for 24 hour, 7 days a week, communication between the Contractor and the City's Contract Administrator.

Contractor shall have the ability to provide a back-up reuse/recycling and/or disposal facility operating in accordance with all applicable Federal, State and local laws and regulations, latest edition.

Contractor shall provide the following qualification requirements with their bid submittals (see Bidder's Questionnaire form, Attachment C, page 39):

- List the location of the processing facility(s);
- Describe in detail the plan to recycle acceptable materials;
- Copies of all appropriate licenses, permits, and certifications (land use, environmental, etc.) required for a commercial refuse and recycling hauler in the State of Maryland;
- Proof of ownership or legal basis for use of the processing facility(s);

- Describe in detail the plan to dispose of residual materials;
- Location of disposal site(s) and authorization for use;
- Back-up disposal site(s) and authorization for use;
- Submit a transition/implementation plan for transitioning from the existing Contractor that ensures minimal disruption of service quality.

4.18 References

Bidder shall provide five (5) current commercial business references (see Reference form pages 35-36). Requirements for each reference is that Bidder must be primary contractor (no subcontracting), reference must be of comparable size and services in which similar services have been provided preferably to a local, county, state or federal government, a major housing development, college campus or business park.

Bidder must be the primary contractor for each reference provided, no subcontracted work shall be considered as a reference for this IFB.

Bidder shall have a well-established reputation with a minimum of five (5) consecutive years in providing dumpster refuse and recycling collection and disposal services similar to services specified in this Invitation to Bid.

4.19 Employees

Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the Contractor.

Contractor and his employees, while on City property, must comply with the Maryland Occupational Safety and Health Act (MOSHA) of 1973 and any amendment thereof.

Contractor's employees, who normally and regularly come into direct contact with the public, shall carry or wear identification such as a uniform with name badges, name tags or identification cards. All employees performing services under the contract shall have a criminal investigation report filed with the City. After award, Contractor will be required to submit a list of employee names that will be performing services for the City during the term of this contract.

All employees must be pleasant and courteous to the public and City staff during all work. All employees of the Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Contractor.

In the event a report is received alleging an employee(s) of the Contractor was wanton, discourteous, belligerent and profane or in any way intimidating, either physically or verbally, the Contractor shall submit a written report to the Contract Administrator outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken. If an employee of the Contractor is the subject of repeated or egregious allegations of the type described above, the City may request that the employee be barred from further work for the Contractor in connection with this Contract. Upon the City's request, the Contractor shall, within 10 days, comply with the City's request for the duration of the contract term.

While on a site, the Contractor shall, at all times, have at least one employee that is fluent in communicating in the English language.

If any Contractor employee, while on a jobsite, appears to the Contract Administrator to be incompetent, act disorderly or in an improper manner, such person shall be removed immediately by the request of the Contract Administrator and shall not again be re-employed on the City contract without approval of the Contract Administrator.

4.20 Labor, Materials and Equipment

Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Contract Administrator.

Contractor's equipment shall be of commercial quality size and type suitable for the tasks specified in this contract. All equipment shall meet all current ANSI and all other applicable safety regulations. All equipment must be in proper working order and present a neat, clean appearance.

Contract Administrator, or designated representative of the City, shall be allowed, at time during the term of the contract, to inspect the Contractor's equipment to ensure that it is safe, well maintained, and in proper working condition according to the requirements of the manufacture.

Contractor's vehicles used in the execution of this contract shall have the company name and/or logo prominently displayed on both sides of the vehicles and be clean, maintained and painted to present a neat, professional appearance. In addition, all vehicles and equipment shall meet all current city, state and federal safety requirements.

Contractor shall at all times provide safe and functional equipment to perform the work in the manner and time specified. Contractor shall own a minimum of four (4) refuse and four (4) recycling trucks capable of dumping up to eight (8) cubic-yard dumpsters for refuse and recycling. Upon award, evidence of truck ownership may be required.

4.21 Safety and Cleanliness

Contractor shall provide for a neat, clean, and safe environment at all times during all work.

Contractor and his employees shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during all work. Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

4.22 Accident Prevention and Protection

Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. Contractor shall leave work site clean and free of any tools and other materials related to the work.

Contractor shall take all necessary precautions to protect existing City equipment, Contractor's equipment, City facilities, and occupants from damages or harm caused by any work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the City. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Contractor and his employees, while on City property, must comply with the Maryland Occupational Safety and Health Act (MOSHA) of 1973 and any amendment thereof.

4.23 Traffic Controls

Contractor shall be responsible for coordinating with the City of Rockville Police Department any traffic control measures. Contractor shall be solely responsible for pedestrian and vehicular safety and control within the workday, and shall provide all necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to all persons and vehicles in the work area. Blocking of public streets shall not be permitted without written consent of the Rockville Police Department.

Contractor shall comply with all Maryland Department of Transportation State Highway Administration Safety Regulations (Work Zone Traffic Control – Standards & Guidelines) concerning traffic flow. Contractor shall be held liable for all accidents or injuries resulting from negligence on the part of the Contractor, his agents, or employees.

Contractor shall observe all local, State, and Federal traffic and motor vehicle safety laws, rules and regulations in its operations.

Contractor shall refrain from blocking traffic and obscuring line of sight from the traffic passing the area where collection is taking place.

4.24 Work Schedule

The attached schedule lists the location, size and pickup days. Pickups shall occur Monday through Saturday between 7 a.m. and 6 p.m. There shall be no pickups on Sundays. Seasonal dumpsters must be removed during the off-season and replaced before the season begins, April 1 (see Container Location, Size and Schedule, pages 28 - 29). Removal must occur within one week of the last pick-up.

Contractor shall establish and advise the Contract Administrator of internal control procedures to guarantee that each pickup shall be made as specified. Contractor shall notify the Contract Administrator whenever there is any schedule change or when a pickup will be missed. Notification must occur within a minimum of twenty-four hours prior to the scheduled pickup.

Contract holidays are as follows:

New Year’s Day	Martin Luther King’s Birthday	President’s Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veterans’ Day	Thanksgiving Day
Thanksgiving Friday	Christmas Day	

No holiday or overtime work is authorized without prior approval of the Contract Administrator.

Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall: advise the Contract Administrator of the stoppage or delay and advise the Contract Administrator of the alternate pick-up day.

4.25 Invoices

The Contract Administrator shall make payment upon final inspection and acceptance of the work for each month. Payment shall not be made for any work or material in any given delivery or shipment until the material has been

properly accounted for, both as to quantity and compliance with the specifications, and accepted by the Contract Administrator. Should any portion of the service not meet the City's acceptance, payment shall be adjusted.

The Contractor shall be responsible for clearly identifying all items and services provided on all invoices by using descriptive words and including locations serviced.

Prices/discounts shall not include Federal, State or Local taxes. The City's tax exemption certificates will be issued at time of award.

Invoices shall be sent to:

City of Rockville
 Parks and Facilities Division
 Attn: Alex Kramer, Administrative Specialist
 14625 Rothgeb Drive
 Rockville, Maryland 20850-2364
 Phone: (240) 314-8712
 Fax: (240) 314-8719
 Email: akramer@rockvillemd.gov

4.26 Deficiencies in Work

Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the bid specifications regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor by the Contract Administrator. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the City may at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within three (3) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the City shall place the Contractor in default, obtain the services of another vendor to correct the deficiencies, and charge the Contractor for these costs; either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

4.27 Deductions and Additional Fees

If the Contractor fails to correct the work within the period specified, the City shall place the Contractor in default, obtain the services of another contractor to correct the deficiencies, and charge the Contractor for these costs; either through a deduction from the next payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

In instances where dumpster services have not been satisfactorily performed, or any portion or portions of work omitted or improperly performed **by no fault of the City**, a deduction shall be made for that service on the monthly invoice.

If dumpster services have not been satisfactorily performed due to contamination or overflow rendering the container uncollectable, Contractor will immediately notify the Contract Administrator. Proof of contamination or overflow rendering the container uncollectable must be submitted to the Contract Administrator. The City will attempt to correct the contamination or overflow prior to the next scheduled collection. If the contamination or overflow is not corrected, the Contractor may charge the City a fee for contamination or overflow on the monthly invoice. Contractor must submit pricing for contamination fees and overflow fees on page 33.

4.28 Use of Contract by Other City Departments

Although this Invitation to Bid is specific to the Parks & Facilities Division, it is hereby agreed and understood that any City department may avail itself of this contract and purchase any and all items specified herein from the Contractor at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the City, which identifies the requirements of the City department requesting the services.

4.29 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder to other public bodies, or public agencies or institution of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to sue the final contract, the Contractor(s) must deal directly with that public body concerning the placement or orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Rockville acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have NO EFFECT on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

The City of Rockville shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

4.30 Contract Administrator

After award, all non-contractual questions or concerns pertaining to all services shall be addressed to:

Parks and Facilities Division
Charles Reed, Parks Services Manager
14625 Rothgeb Drive
Rockville, Maryland 20850
Telephone: 240-314-8711
FAX: 240-314-8719
E-Mail: creed@rockvillemd.gov

CONTAINER LOCATION, SIZE AND SCHEDULE – YEARLY

Below is the list of permanent contract sites that will require year-round collections and services

Please note: After award, the Contract Administrator and awardee shall visit each site to assure location of both the facility and container as well as reviewing various means at which to access the site.

YEAR-ROUND PERMANENT LOCATIONS

	LOCATION	CAPACITY	PICK-UP DAYS
1.	City Hall 111 Maryland Avenue	8 CU YD TRASH	M-W-F
2.	Civic Center – Social Hall 603 Edmonston Drive	4 CU YD TRASH	M-W-F
3.	Civic Center – Mansion 603 Edmonston Drive	8 CU YD TRASH	M-W-F
4.	Recreation Services Building 850 Avery Road (service road behind Mansion)	8 CU YD TRASH	M-TH
5.	Rockville Swim and Fitness Center 355 Martins Lane	8 CU YD TRASH	M
6.	Public Works Stockroom 14625 Rothgeb Drive	6 CU YD TRASH	M-TH
7.	Public Works Upper Yard 14625 Rothgeb Drive	6 CU YD TRASH	M-TH
8.	Public Works Lower Yard 14625 Rothgeb Drive	6 CU YD TRASH	M-TH
9.	Elwood Smith Center 601 Harrington Road	4 CU YD TRASH	W
10.	Rockville Senior Center 1150 Carnation Drive Location has food waste	8 CU YD TRASH	M-TH
11.	Twinbrook Community Center 12920 Twinbrook Parkway	8 CU YD TRASH	M-TH
12.	Thomas Farm Community Center 700 Falls Grove Drive	6 CU YD TRASH	M-TH
13.	Water Treatment Plant 10930 Sandy Landing Road, Potomac, MD 20854 (located outside of City limits)	8 CU YD TRASH	Every other Wednesday
14.	Lincoln Park Community Center 357 Frederick Avenue <u>Must be slant-front container</u>	6 CU YD TRASH	M-F

CONTAINER LOCATION, SIZE AND SCHEDULE - SEASONAL

Below is the list of permanent contract sites that will require year-round collections and services

Please note: After award, the Contract Administrator and awardee shall visit each site to assure location of both the facility and container as well as reviewing various means at which to access the site.

SEASONAL LOCATIONS

	SCHEDULE	LOCATION	CAPACITY	PICK-UP DAYS
1.	April 1 – Dec. 1	Dogwood Park (North End) 800 Monroe Street	2 CU YD Refuse	M-W-F
2.	April 1 – Dec. 1	Dogwood Park (North End) 800 Monroe Street	2 CU YD Recycle	M-W
3.	April 1 – Oct. 31	Rockville Swim and Fitness Center (Outdoor Pool Snack Bar) 355 Martins Lane – entrance off Mannakee St at Welsh Park Dr	8 CU YD Refuse	M-W-F
4.	April 1 – Oct. 31	Rockville Swim and Fitness Center (Outdoor Pool) 355 Martins Lane	4 CU YD Refuse	M-W-F
5.	April 1 – Oct. 31	Potomac Woods Park 2276 Dunster Lane	4 CU YD Refuse	M-F
6.	April 1 – Oct. 31	Potomac Woods Park 2276 Dunster Lane	96 GAL Recycle	M-F
7.	April 1 – Oct. 31	Potomac Woods Park 2276 Dunster Lane	96 GAL Recycle	M-F
8.	April 1 – Oct. 31	Woodley Gardens Park 900 Nelson Street	4 CU YD Refuse	M-F
9.	April 1 – Dec. 1	Mattie J. T. Stepanek Park 1800 Piccard Drive (Gaither Road Entrance)	6 CU YD Refuse	M-TH
10.	April 1 – Dec. 1	Mattie J. T. Stepanek Park 1800 Piccard Drive (Gaither Road Entrance)	4 CU YD Recycle	M-TH
11.	April 1 – Dec. 1	Woottons Mill Park 402 Hurley Avenue <u>(Dumpster contains refuse and organic matter from garden plots)</u>	6 CU YD Refuse/Yard Waste	T-F

**INVITATION FOR BIDS #02-23
DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

SECTION V: BID PRICING FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

YEAR-ROUND SERVICE

	Location	Capacity (CY = cubic yards)	Pick-Up Days	Monthly Amount	Annual Cost (Monthly x 12)
1.	City Hall – 111 Maryland Avenue	8 CY	M-W-F	\$	\$
2.	Civic Center – Social Hall 603 Edmonston Drive	4 CY	M-W-F	\$	\$
3.	Civic Center – Mansion 603 Edmonston Drive	8 CY	M-W-F	\$	\$
4.	Recreation Services Building – 850 Avery Road	8 CY	M-TH	\$	\$
5.	Rockville Swim and Fitness Center - 355 Martins Lane	8 CY	M	\$	\$
6.	Public Works Stockroom – 14625 Rothgeb Drive	6 CY	M-TH	\$	\$
7.	Public Works Upper Yard – 14625 Rothgeb Drive	6 CY	M-TH	\$	\$
8.	Public Works Lower Yard – 14625 Rothgeb Drive	6 CY	M-TH	\$	\$
9.	Elwood Smith Center – 601 Harrington Road	4 CY	W	\$	\$
10.	Rockville Senior Center – 1150 Carnation Drive	6 CY	M-TH	\$	\$
11.	Twinbrook Community Center – 12920 Twinbrook Parkway	8 CY	M-TH	\$	\$
12.	Thomas Farm Community Center 700 Fallsgrave Drive	6 CY	M-W	\$	\$
13.	Water Treatment Plant - 10930 Sandy Landing Road, Potomac, MD 20854 <i>(located outside of City limits)</i>	4 CY	Every other Wednesday	\$	\$
13.	Lincoln Park Community Center 357 Frederick Avenue	6 CY	M-F	\$	\$

SUB TOTAL = \$ _____ (a)

RETURN THIS PAGE WITH BID

BIDDER NAME _____

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

SEASONAL SERVICE

	Location	Capacity (CY = cubic yards)	Pick-Up Days	Monthly Amount	Total Cost (Monthly x 7)
1.	Dogwood Park (North End) 800 Monroe Street	2 CY	M-W-F	\$	\$
2.	Dogwood Park (North End) 800 Monroe Street	2 CY (Recycle)	M-W	\$	\$
3.	Rockville Swim and Fitness Center (Outdoor Pool) 355 Martins Lane	4 CY	M-TH-S	\$	\$
4.	Rockville Swim and Fitness Center (Outdoor Pool Snack Bar) 355 Martins Lane	8 CY	M-TH	\$	\$
5.	Potomac Woods Park 2276 Dunster Lane	4 CY	M-F	\$	\$
6.	Potomac Woods Park 2276 Dunster Lane	96 GAL (Recycle)	M-F	\$	\$
7.	Potomac Woods Park 2276 Dunster Lane	96 GAL (Recycle)	M-F	\$	\$
8.	Woodley Gardens Park 900 Nelson Street	4 CY	M-F	\$	\$
9.	Mattie J. T. Stepanek Park 1800 Piccard Drive (Gaither Road Entrance)	6 CY	W-S	\$	\$
10.	Mattie J. T. Stepanek Park 1800 Piccard Drive (Gaither Road Entrance)	4 CY (Recycle)	W-S	\$	\$
11.	Woottons Mill Park 402 Hurley Avenue (Dumpster contains organic matter from garden plots)	4 CY (Refuse/Yard Waste)	M-TH	\$	\$

SUB TOTAL = \$ _____(b)

GRAND TOTAL = \$ _____(a + b)

GRAND TOTAL IN WORDS _____

_____ (\$ _____)

RETURN THIS PAGE WITH BID

BIDDER NAME _____

CHARGE FOR ADDITIONAL COLLECTIONS OF REFUSE, RECYCLE AND MIXED MATERIAL

On occasion, the City may request additional pick-ups and disposals of refuse and/or recycle materials at City parks and/or facilities. Provide a rate below for each container size for additional pick-ups and disposals of refuse and recycle material.

Container Size	Refuse	Recycle
96 gallon container	\$ _____	\$ _____
2 cubic yard container	\$ _____	\$ _____
4 cubic yard container	\$ _____	\$ _____
6 cubic yard container	\$ _____	\$ _____
8 cubic yard container	\$ _____	\$ _____

On occasion, the City may request extra-large pick-ups and disposals of refuse as well as mixed material. Mixed materials could include but not limited to sand, rock, cement, yard waste and mixed debris. Contractor may also be required to provide a container for the removal and disposal of brush/organic matter only. Provide a rate below for roll-off containers for the pick-up and disposal of refuse and mixed material

Container Size	Refuse	Mixed Material
10 cubic yard roll-off container	\$ _____	\$ _____
15 cubic yard roll-off container	\$ _____	\$ _____
20 cubic yard roll-off container	\$ _____	\$ _____
30 cubic yard roll-off container	\$ _____	\$ _____
40 cubic yard roll-off container	\$ _____	\$ _____

FEES FOR CONTAMINATION AND OVERFLOW

In instances where dumpster services have not been satisfactorily performed, or any portion or portions of work omitted or improperly performed due to contamination or overflow, the Contractor will notify the Contract Administrator and a fee will be added to the monthly invoice.

Description	Fee
Contamination	\$ _____
Overflow	\$ _____

Contractor’s Normal Business Hour Service Contact: _____

Telephone Number: _____ Email: _____

Contractor’s Twenty-four (24) Hour Emergency Service Contact: _____

Telephone Number: _____

RETURN THIS PAGE WITH BID

BIDDER NAME _____

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.

INSURANCE

The contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with Insurance Requirements Page. Provide a copy of a current Certificate of Insurance with your bid.

Confirm your firm's ability to submit the **certificate of insurance, waiver of subrogation and endorsement** documents as specified. _____ YES_NO

ADDENDA

Addenda will be posted on the City's website (www.rockvillemd.gov). Plan holders are responsible for checking the City's website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # _____ or _____ none.

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

RETURN THIS PAGE WITH BID

BIDDER NAME _____

ATTACHMENT A AFFIDAVIT

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ 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.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

- A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 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]._____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and

Title _____

Date _____

COMPLETE AND RETURN WITH BID

ATTACHMENT B

**INVITATION FOR BID 02-03
DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

2. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

3. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

RETURN THIS PAGE WITH BID

BIDDER NAME _____

LIST TWO CONTRACTS COMPLETED BY YOUR FIRM

4. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

5. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

RETURN THIS PAGE WITH BID

BIDDER NAME _____

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

BIDDER REFERENCES/INFORMATION REPORT

In order to be considered for award the Bidder must complete in its entirety and submit with the bid. The bidder must answer all questions. If a question does not pertain to the bidder's organization in any way, indicate that fact with the symbol N/A. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder, including past performance with the City of Rockville, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein

Submitted by: _____

Name of Firm: _____

1. How many years has your organization been business under your present business name (date of incorporation/organization)? _____
2. How many years has your present organization been actively engaged in the type of work to be performed under this contract? _____
3. If a corporation, answer the following:
 Date of incorporation _____
 State of incorporation _____
 President's name: _____
 Vice-president(s) name: _____
 Secretary's name: _____
 Treasurer's name: _____

If an individual or a partnership, answer the following:

Date of organization: _____

4. Name and address of all partners (State whether general or limited partnership)
5. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

RETURN THIS PAGE WITH BID

BIDDER NAME _____

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

6. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms

7. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.

8. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

RETURN THIS PAGE WITH BID

BIDDER NAME _____

ATTACHMENT C

**INVITATION FOR BID 02-23
DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL
SERVICES**

BIDDER'S QUESTIONNAIRE

The Bidder recognizes that in selecting a company, the City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, bidders warrant to the best of its knowledge that all responses are true, correct and complete.
Company Profile

1. List the location of the processing facility(s)

2. Location of disposal site(s) and authorization for use

3. Back-up disposal site(s) and authorization for use

4. Describe in detail the plan to recycle acceptable materials

5. Describe in detail the plan to dispose of residual materials

6. Transition/implementation plan for transitioning from the existing Contractor that ensures minimal disruption of service quality.

RETURN THIS PAGE WITH BID

BIDDER NAME _____

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

**SAMPLE
C O N T R A C T
For Machinery, Supplies, and/or Services**

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR

This Agreement, made this _____ day of _____, 22, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL"
and

(A) _____
hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter
named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum
of _____ dollars (\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be
acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required
by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid
specifications, which it may deem proper, without affecting or making void this contract; and in such cases the
COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount
herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case
any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such
alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall
decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for
the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently
or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled
workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or
disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any
provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving
the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the
machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the
request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and
that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of
them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein
contained.

SAMPLE FORM – DO NOT RETURN

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

ARTICLE 9. The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

ARTICLE 10. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed ,and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

ARTICLE 11. The CONTRACTOR agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.

IN WITNESS WHEREOF, the said (A) _____ and the COUNCIL have caused these presents to be signed and sealed.

For Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

DUMPSTER REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk/Director of Council Operations
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.