



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue
Gaithersburg, Maryland 20877

INVITATION FOR BID

No. 2015-003

City Wide Refuse Collection Services

Solicitation Issued: September 12, 2014

Bid Submissions Due: October 17, 2014 **Time:** 11:00 AM

Submissions Received By: Ronald Kaczmarek, Facilities & Capital Projects Division Chief
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Sidney A. Katz

COUNCIL MEMBERS
Jud Ashman
Cathy Drzyzgula
Henry Marraffa, Jr.
Michael Sesma
Ryan Spiegel

CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

- A. "Bid Proposal" means the binding offer and any and all documents submitted to the City by a Bidder in response to this Solicitation.
- B. "Bid Proposal Price" means the monetary offer of the Bid Proposal.
- C. "Bidder" means any Person submitting a Bid Proposal in response to this Solicitation.
- D. "City" means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.
- E. "City Manager" means the City Manager of the City.
- F. "Closing Date and Time" means the latest date and time by which all Bid Proposals shall be submitted to the City.
- G. "Contract" means the binding agreement awarded pursuant to this Solicitation, if any.
- H. "Contract Administrator" means the City employee assigned to administer the Contract.
- I. "Lowest Responsive and Responsible Bidder" means the Responsible Bidder who submits a Responsive Bid Proposal and offers the most advantageous pricing or cost benefit.
- J. "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.
- K. "Responsible Bidder" means a Bidder who is fully: (i) capable to meet all of the requirements of this Solicitation and under the Contract, including financial and technical; and (ii) able to evidence the ability to provide the Services under the Contract.
- L. "Responsive Bid Proposal" means a Bid Proposal that fully conforms in and to all material respects and requirements to and of this Solicitation, including all form and substance.
- M. "Solicitation" means this Invitation to Bid.
- N. "Solicitation Documents" means this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. **INTRODUCTION**

The City is seeking sealed Bid Proposals to establish a contract with a qualified contractor for the collection and transportation of refuse (trash) and recyclable materials from the following City-owned facilities (“Services”):

- ↳ Activity Center at Bohrer Park
- ↳ Casey Community Center
- ↳ City Hall
- ↳ Gaithersburg Aquatic Center
- ↳ Gaithersburg Senior Center
- ↳ Kentlands Mansion
- ↳ Police Station
- ↳ Public Works
- ↳ Olde Town Youth Center
- ↳ Robertson Park Youth Center
- ↳ Water Park at Bohrer Park
- ↳ Special Refuse Collection

2.2. **NOTICES TO BIDDERS**

A. City’s Liability

This is a Solicitation only; it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response.

The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Person under this Solicitation until a contract is executed for the Services described herein.

B. Authority to Distribute Solicitation Documents

The City is the sole entity with the authority to issue and distribute Solicitation Documents. Any and all Solicitation Documents obtained from any source other than the City may be incomplete and/or incorrect. The City assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance and/or use of Solicitation Documents that are not issued and distributed by the City.

Any and all Solicitation Documents shall be posted on the City’s website at: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

C. Acceptance

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements and terms and conditions specified herein.

D. Restricted Discussions

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject any Bid Proposal submitted by any Bidder who is in violation of this provision.

E. State of Maryland Bid and Contract Requirements

I. Bidding Requirements

The Bidder must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

II. Contract Requirements

To enter into a contract with the City, the Bidder must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

F. ADA Requirements

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager at 301-258-6320.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Information and Schedule

3.1. **SOLICITATION SCHEDULE**

The following is the tentative schedule of events for this Solicitation. The City reserves the right to modify this schedule at any time as best may serve the interests of the City; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Standard Time (EST).

EVENT	DATE	TIME
A. Solicitation Issued:	September 12, 2014	N/A
B. Mandatory Pre-Bid Meeting:	September 26, 2014	10:00 a.m.
<ul style="list-style-type: none"> ↳ <u>Location</u> City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878 		
C. Bidder Questions Due:	October 3, 2014	3:00 p.m.
D. City's Answers to Questions Issued:	October 10, 2014	N/A
E. Closing Date and Time:	October 17, 2014	11:00 a.m.
<ul style="list-style-type: none"> ↳ <u>Submitted To</u> Ronald Kaczmarek, Facilities & Capital Projects Division Chief City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878 		
F. Opening of Bid Proposals:	October 17, 2014	11:00 a.m.
<ul style="list-style-type: none"> ↳ <u>Location</u> City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878 		

3.2. **MANDATORY PRE-BID MEETING**

- A. Attendance of the Pre-Bid Meeting for this Solicitation is mandatory. The purpose of the meeting is to provide a method for all Bidders to become familiar with the Services and any and all conditions and specifications which may, in any manner, affect the Services under the Contract. Bidders are expected to bring a copy of all Solicitation Documents to the meeting; the City will not provide copies of any such documents.

Any and all Bidders who do not attend the Pre-Bid Meeting shall not be eligible to submit a Bid Proposal in response to this Solicitation.

- B. The City expects each Bidder to carefully examine all Solicitation Documents and to become thoroughly aware of any and all conditions, requirements and/or specifications that may, in any manner, affect the Services under the Contract. A claim by any Bidder of a lack of knowledge of any such conditions, requirements and/or specifications shall not be grounds for any additional allowances and/or for any protest by the Bidder. The submission of a Bid Proposal by any Bidder shall be taken as prima facie evidence that the Bidder has familiarized themselves with the nature and extent of the Services to be provided.

3.3. OPENING OF BID PROPOSALS

Bid Proposals will be opened and publicly read aloud on the date, and at the time and location, specified in Section 3.1 of this Solicitation.

3.4. SOLICITATION QUESTIONS

The failure by the Bidder to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Bidder of all the terms, conditions and requirements set forth in this Solicitation.

A. Submission of Questions

Any and all questions regarding this Solicitation shall be submitted by the date and time specified in Section 3.1 of this Solicitation, and as follows:

- I. In writing to Ronald Kaczmarek, Facilities & Capital Projects Division Chief, using one of the following methods:

↳ By Email
rkaczmarek@gaitthersburgmd.gov

↳ By Mail
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. Answers to Questions

The City's answers to Bidder questions will be posted on the City's website (<http://www.gaithersburgmd.gov/government/procurement/current-bids>) by addendum on date specified in Section 3.1 of this Solicitation.

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Submission Instructions

4.1. BID PROPOSAL SUBMISSION INSTRUCTIONS

Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

- A. Any and all Bid Proposals shall be submitted by the Closing Date and Time, and to the Location, specified in Section 3.1 of this Solicitation.
- B. The Bidder shall submit three (3) complete original paper Bid Proposals, each of which shall bear original signatures, and one (1) electronic copy of any one of the original paper Bid Proposals, together in a sealed package clearly labeled:
 - No. 2015-003
 - Citywide Refuse Collection Services
- C. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- E. The submission of a partial Bid Proposal is strictly prohibited; any and all such Bid Proposals shall be considered incomplete and be subject to immediate exclusion from consideration.

4.2. BID PROPOSAL CONTENTS

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized Bid Proposal format is required. Any and all Bid Proposals submitted outside of the required format is cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall be organized into sections and contain the documents, forms and information, as follows:

- A. Section 1 – Statement of Qualifications

This section of the Bid Proposal shall include a statement of qualifications (“SOQ”), which shall be organized into sections and contain the documents and information as follows:

 - I. This section of the SOQ relates to the Bidder’s business profile and shall include:
 - The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
 - The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
 - The state where this business is domiciled (formed);
 - The location of the principle office and any and all branch office(s) for the business;
 - The nature of the business; and

- ↪ The geographical area(s) the business services.
 - II. This section of the SOQ shall describe the capabilities and qualifications of, and the resources available to, the Bidder to provide the Services.
 - III. This section of the SOQ relates to the Bidder's training programs and rules and regulations, and shall:
 - ↪ Include and describe any and all of the Bidder's training programs, such as management, OSHA and technical training programs.
 - ↪ Include and describe any and all of the Bidder's quality control measures.
 - ↪ Describe and include as an attachment, any and all rules and regulations governing the business' employees during working hours.
 - IV. This section of the SOQ relates to the financial wellness of the business and shall include, as an attachment, a letter of recommendation from a financial institution that describes attests to whether the Bidder is financially responsible to provide the Services.
 - V. This section of the SOQ shall include five references from customers which the Bidder provided services to within the last five (5) years, which are similar in scope and in size to the Services hereunder.
 - VI. This section of the SOQ shall include a separate SOQ for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.
- B. Section 2 – Equipment List
The Bidder shall include an Equipment List in accordance with and as specified in Section 7.9 (Equipment, Property and Services Provided by the Contractor) of this Solicitation.
- C. Section 3 – Forms
This section of the Bid Proposal shall include the following documents and forms, each of which shall be complete and, when applicable, notarized:
- I. Addendum/Amendment Acknowledgement
 - II. Affidavit of Qualification to Bid (Requires Notary)
 - III. Bid Submission Certification (Requires Notary)
 - IV. Conflict of Interest Certification (Requires Notary)
 - V. Litigation and Lien Information
 - VI. Bid Proposal Price Sheet
 - VII. Bid Bond

~ END OF SECTION 4

SECTION 5: Contract Terms and Conditions

Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

5.1. ACCOUNTING SYSTEM AND AUDIT

The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with the Contractor's budgetary and financial obligations.

The Contractor agrees to maintain all necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under the Contract. All accounting records and supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs.

The City may examine and obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract. The Contractor shall grant the City access to these records at all reasonable times during the Contract term and for a period of five (5) years following payment of the Contractor's final invoice. The Contractor shall make such records available for examination and obtaining copies by any and all Federal, State or County authorities if the Contract is supported to any extent with Federal, State or County funds.

The Contractor shall include a similar provision in all subcontracts.

5.2. ASSIGNMENT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.3. CHANGES IN SERVICES

The City, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

5.4. CONFIDENTIALITY

The Contractor agrees that all knowledge and information that the Contractor may receive from the City or from its officials, employees or other sources, or by virtue of the performance of services under and pursuant to the Contract which are included or referenced in Section 10-601, et seq., State Government Article of the Annotated Code of

Maryland shall not be directly or indirectly disclosed by the Contractor to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated to the Contractor by the City as being “confidential” or “privileged”.

5.5. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee (“City Manager”).
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager’s decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

5.6. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

5.7. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of the Contract will not and shall not be deemed to affect the validity of any other provision thereof. In the event that any provision of the Contract is held to be invalid, the City and the Contractor agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the City and the Contractor subsequent to the expungement of the invalid provision.

5.8. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The Parties to this Contract recognize and agree that: (i) the Contractor shall act as an independent Contractor to the City; (ii) this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the

Parties; (iii) neither Party shall be entitled to participate in any of the other Party's benefits, including without limitation, any health or retirement plans; (iv) the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract; and (v) the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

5.9. FORCE MAJEURE

If the performance of the Contract is delayed at any time by any act or neglect of the City, or by a separate contractor employed by the City, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the City may decide.

5.10. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. The Contractor shall, without additional cost to the City, pay any necessary fees and/or charges, obtain any necessary licenses and/or permits, and comply with any and all applicable federal, state and local laws, codes and regulations. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

5.11. HEADINGS

Any and all of the headings with respect to the main body of the Contract and this Solicitation are for reference purposes only and shall not in any way affect the meaning or interpretation of anything in the same.

5.12. IMMIGRATION REFORM AND CONTROL ACT

The Contractor 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 ("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.

5.13. INCONSISTENT PROVISIONS

In the event of: (i) any inconsistency between any of the provisions of the main body of the Contract and any of the provisions of this Solicitation, the provisions of the main body of the Contract shall take precedence over and supersede those provisions in the event of same; and (ii) any inconsistency between the provisions of Sections five (5) through Eight (8) this Solicitation shall be resolved in the following order:

- A. Section 5: Contract Terms and Conditions
- B. Section 6: Solicitation Terms and Conditions
- C. Section 7: Special Terms and Conditions
- D. Section 8: Scope of Work and Specifications

5.14. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.15. INSURANCE

- A. The Contractor, and any and all subcontractors hired by the Contractor to provide the Services under the Contract, shall obtain and maintain in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00); and
 - II. Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00); and
 - III. Workers' Compensation Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a copy of a certificate of insurance, which evidences the above policies and minimum limits and names the City as additional insured with respect to the Commercial General Liability Insurance only.

5.16. NO THIRD PARTY RIGHTS

The Contract shall not create any rights or benefits to parties other than the City and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the City.

5.17. NON-DISCRIMINATION REQUIREMENTS

- A. During the term of the Contract, the Contractor shall:
 - I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - II. Take affirmative action to ensure that applicants and employees are

treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

5.18. PATENTS

Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor 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 shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.19. PAYMENT, PAYMENT TERMS, TAXES, AND INVOICES

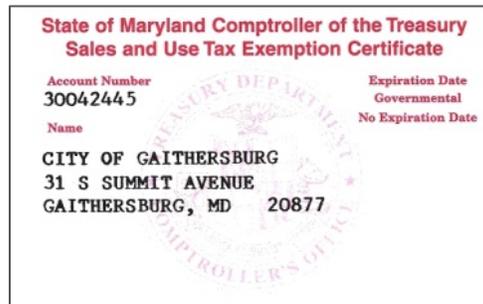
All payments under the Contract shall be made monthly: for the Services completed in the immediately preceding month; and following the receipt of a proper invoice for same, which is issued in accordance with and subject to the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include, at a minimum: the Contractor's name, address, and telephone and fax numbers; and the corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg
Accounts Payable Division
31 South Summit Avenue
Gaithersburg, Maryland 20877

5.20. RECORDS

- The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.
- The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- The Contractor shall include similar provisions in all subcontracts.

5.21. SUBCONTRACTORS

The Contractor acknowledges and agrees that if it shall be necessary to hire or subcontract with competent professional personnel to fulfill its obligations under this Contract, it shall do so at its own expense.

5.22. TERMINATION

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may, provided the Contractor fails to cure the breach within 15 days' notice of same and upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event sufficient funding appropriation is not approved, the City may, upon written notice to the Contractor, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

SECTION 6: Solicitation Terms and Conditions

Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

6.1 ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

6.2 ACCURATE INFORMATION

The Bidder certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

6.3 ADDENDUMS AND AMENDMENTS

In the event an addendum(s) and/or amendment(s) is issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in such addendum(s) and/or amendment(s). Verbal or written answers to questions not posted on the City's website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Bidder to inquire about and obtain any addendum(s) and/or amendment(s) issued; any and all addendum(s) and/or amendment(s) will be posted on the City's website at www.gaithersburgmd.gov/bids.

6.4 ALTERNATE BID PROPOSALS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and be removed from consideration.

6.5 BINDING BID PROPOSAL

All Bid Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Date of this Solicitation; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Bidder's intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar days' period.

6.6 CONFIDENTIALITY

A. The City agrees, to the extent permitted by law and in accordance with the terms

set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information or material which the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

- B. The Bidder agrees to hold all information and materials belonging to the City or its agents in strictest confidence and not to release, disclose or make use thereof other than for the performance of its obligations under the Contract.

6.7 CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Bidder; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Bidders in whole or in part. Award shall be to the Lowest Responsive and Responsible Bidder. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' notice of award, the City may withdraw the award and award to the next Lowest Responsive and Responsible Bidder, or solicit new Bid Proposals.
- B. The City may investigate, as it deems necessary, the qualifications and/or abilities of the Bidder to perform the Services under the Contract. Upon request by the City, the Bidder shall provide the City with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Bid Proposal shall constitute acknowledgement and agreement by the Bidder to surrender any information and/or data requested by the City for such purposes. The City reserves the right in its sole discretion to reject the Bid Proposal if the Bidder fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Bidder to perform under the Contract.
- C. In the event the City receives a single Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the single Bid Proposal.

6.8 ERRORS IN BID PROPOSALS

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior consent of the City and in the City's sole discretion, and may be cause to reject the Bid Proposal. In the event there is an error in any extended total price, the respective unit price shall govern and apply.

6.9 ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics law.

6.10 INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by the Bidder under the same or different names shall be rejected and be removed from consideration. Reasonable grounds for believing that the Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest.

Any or all Bid Proposals may be rejected if reasonable cause exists for believing that collusion exists among Bidders. Bid Proposals rejected under any of these provisions shall disqualify the submitting Bidder from responding to a reissuance of this Solicitation.

6.11 LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal to the designated location by the Closing Date specified in this Solicitation. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt. Bid Proposals delivered late or to any location other than the designated location shall be rejected as non-responsive and removed from consideration.

6.12 MODIFICATIONS TO BID PROPOSALS

The Bidder may only modify its Bid Proposal in accordance with and subject to the following:

- A. The City shall consider the modified Bid Proposal as an entirely new Bid Proposal which will replace the original Bid Proposal; the original Bid Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal."

6.13 OPTIONAL GOODS OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

6.14 SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations hereunder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands the Services under this Solicitation and the Contract.

6.15 SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A (7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation.

Protests of alleged improprieties in this Solicitation shall be filed before the closing date and

time of this Solicitation.

Any written protest shall include, at a minimum, the following:

- A. The name, address, telephone number, and if available, email address of the protestor;
- B. The Solicitation number;
- C. A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protestor; and
- D. All copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16 USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right to terminate or suspend the Contract without liability to the City, its officials, or employees or in its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

~ END OF SECTION 6 ~

SECTION 7: Special Terms and Conditions

Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

7.1. ADJUSTMENTS FOR NON-CONFORMANCE

Notwithstanding any other provisions in this Solicitation with respect to adjustments for non-conformance, the following provisions shall apply:

- A. In the event the Contractor does not fulfill to requirements under the Contract, or in cases where the Contractor fails to complete work with respect to a call-back (not for emergency Services) within four (4) hours of the time of such call-back, the City reserves the right, in its sole discretion: (i) to immediately complete the work through the use of City employees and/or to hire a separate contractor to complete the work; and (ii) to deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor. The amount of any and all such deductions shall be calculated as follows:
 - I. For work completed by City employees, the City shall deduct an amount equal to the standard hourly rate of each respective City employee plus twenty percent (20%); and
 - II. For work completed by a separate contractor, the City shall deduct an amount equal to one hundred percent (100%) of the costs incurred for same.
- B. If the Contractor receives three (3) deductions within any thirty (30) day period or receives in excess of twenty (20) deductions during a twelve (12) month period, the City may, in its sole discretion, terminate the Contract for default by the Contractor.

7.2. BONDS

The Bidder shall furnish to the City a bid bond, a payment bond and a performance bond (hereinafter referred to collectively as "Bonds") in accordance with and subject to the following:

- A. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to two percent (2%) of the Bidder's total Bid Proposal Price.
- B. The successful Bidder shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond in an amount equal to one hundred percent (100%) of the total Contract Sum.
- C. The successful Bidder shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed performance bond in an amount equal to one hundred percent (100%) of the total Contract Sum.
- D. The Bonds shall executed in accordance with and subject to the following:

- I. The bonding entity shall be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- II. The bonding entity shall maintain a rating of A-minus (A-) or better with A.M. Best. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- III. The bonding entity shall consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- IV. The Bonds shall contain provisions which are similar to the following:
 1. **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*
 2. **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
 3. **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*
 4. **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

7.3. CHANGES IN THE SCOPE OF THE CONTRACT

The City, by written order, may make changes in the general scope of the Contract and/or in the specifications. The Contractor shall be given as much advance notice as is practicable when, for example, an entire facility, is to be added or deleted from the Contract. If the changes so ordered cause an increase or decrease in the price of the Contract, an equitable adjustment shall be made and the Contract shall be modified accordingly.

7.4. CONTRACT ADMINISTRATION

The Contract Administrator shall serve as the liaison between the City and the Contractor and shall have the authority to:

- A. Give direction to the Contractor and monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract;

- B. Accept or reject the Contractor's performance and furnish timely written notice of the Contractor's performance failures to the Capital Projects/Facilities Division Chief, City Attorney and/or Procurement Manager, as appropriate; and
- C. Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.

The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations) that: alter, modify, cancel, or terminate the Contract or any portions thereof; or waives the City's rights under the Contract.

7.5. CONTRACT PRICING AND TERM

A. Contract Term

The Contract shall become effective as of the date and year the Contract is signed by Contractor and the City, and shall continue until termination on June 30, 2015 (hereinafter referred to as "Termination Date"). Upon the Termination Date, the Contract may be renewed, at the sole discretion of the City, for two (2) optional and consecutive one (1) year terms as follows:

- I. Option Year 1: 01 July 2015 through 30 June 2016
- II. Option Year 2: 01 July 2016 through 30 June 2017

B. Contract Pricing

All pricing shall remain firm during the initial term, and any optional renewal term, of the Contract. Price adjustments shall not be allowed.

7.6. PLANS AND CONTROL PROCEDURES

The Contractor shall submit for approval once the Contract is awarded the procedures, manuals and an operations plan specified herein. The Operation Plans shall explain in detail how the Contractor shall meet the requirements of the Contract. All plans shall include procedures and controls by which the Contractor shall accomplish the required tasks and evaluate the performance of his workforce. The plans shall be kept current as the Contractor's procedures are modified and resubmitted to the Contract Administrator for approval of any proposed revisions. The Contractor shall fully implement plans and procedures and subsequent modifications as approved by the Contract Administrator. The Contractor shall submit all plans to the City for review and approval within 10 work days after award of the Contract.

A. Management Plan

The management plan shall address all aspects of the management structure and organization that the Contractor proposes to use in the performance of the Contract. In addition, the plan shall address the utilization of employees to perform the tasks described in the Contract and detail how the assurance of adequate personnel trained for these tasks are to be completed in a timely manner. The preliminary plan shall be submitted with the technical proposal for evaluation by the Contract Administrator. The Final Plan shall be submitted within 10 work days after Contract award.

B. Safety Program

Provide procedures for providing information on worker safety and accident prevention plan to be submitted as part of Offeror's technical proposal to be implemented under the Contract to insure the safety of Contractor employees and City employees identified herein. Plan shall include programs to insure the safety of Contractor personnel, safe operation of vehicles and equipment and to protect City property and facilities from damage. Plan shall address training, safety equipment to be utilized, and enforcement of the safety procedures, accident reporting and notification to the Contract Administrator.

C. Workforce Adequacy and Skill

Provide information on what methods will be taken to ensure an adequate workforce is maintained with the necessary skills to perform the requirements of the Contract. The Contractor will ensure an adequate number of drivers/personnel are badged and trained to adhere to the collection schedules established. The City will not provide escort into secure locations to ensure these schedules are met. Include information on training programs to be utilized to improve the skill level and proficiency of the personnel.

D. Quality Control Plan

The Contractor shall submit a complete Quality Control Program (QCP) as part of Offeror's technical proposal identifying that the requirements in the performance of the Contract shall be met. Contractor shall ensure that the requirements of the Contract are provided as specified and in accordance with commonly accepted industry practices and standards. One copy of the Contractor's draft quality control program and one copy of each of the proposed inspection checklist form(s) to be used for the quality control shall be provided in the technical proposal with final documents to the Contract Administrator within ten days of Contract award. An updated copy must be provided to the Contract Administrator as changes occur. The Contractor shall appoint a Quality Control person and provide the person's name and qualifications to the City. The person shall be knowledgeable of and capable of administering the Contractor's Quality Control program. The program shall include, but not be limited to the following:

I. Customer Complaint Service Call

The Contractor shall provide a Service Call point of Contract (POC) to respond to customer complaints from the Department of Public Works or Contract Administrator between hours of 6:30 AM to 5:00 PM to document and dispatch personnel in response to customer complaints. The Contractor shall also provide to the Contract Administrator the names and contact numbers of Contractor POCs after business hours including nights, weekends and holidays. Contractor will keep a daily log of all calls received listing the following information:

1. Time of call
2. Caller Name
3. Caller Number
4. Nature of Complaint
5. Contractor Complaint Verification Action

6. Action Taken
7. Time Completed

II. Reports and Records

The Contractor shall provide a monthly Solid Waste report to the Contract Administrator no later than the fifth working day of the month following the month covered in the report. All reports must be clear and understandable. Solid Waste Reports shall show the total daily tonnage of refuse collected and disposed of and the specific place of disposal and categorized into four distinct sources: refuse, recyclables, construction debris, and yard waste.

1. Weekly Status Reports: The Contractor shall provide weekly status reports e-mailed to the Contract Administrator upon close of business each week (4:00PM Friday). This report shall list any problems encountered or out of the ordinary findings. Report shall have any will-call roll offs or other containers requested with time of request and completion, vehicle status, routes, inspection results, container maintenance performed, unscheduled services and customer complaints.
2. An inspection system covering all the services stated in the specifications. It must specify areas to be inspected on either a scheduled or unscheduled basis, frequency of the inspection, and the individuals who will do the inspection. Checklist(s) used shall be used in inspecting Contract performance during regularly scheduled or unscheduled inspections.
3. A file of all inspections conducted by the Contractor and the corrective action taken shall be included in the monthly reports. This documentation may be requested separately and made available to the City within ten days of the Contract Administrator request.

III. Performance Evaluation Meetings

The Project Manager shall meet with the Contract Administrator as deemed necessary. A meeting may also be held whenever an issue or potential deficiency is observed supported by Memorandum For Record and Contractor is notified verbally or in writing. The written minutes of these meetings will be signed by the Contractor or his designated representative, Contract Administrator, or designated representative. Should the Contractor not concur with the minutes, within five working days of receipt of those minutes, he/she will state in writing to the Contract Administrator any areas wherein he/she does not concur.

IV. Re-performance

Re-performance shall be conducted same day or the following day as directed by the Contract Administrator or their designee. The Contractor shall ensure the Contract Administrator is notified for corrective action - performed or cited deficiency has been corrected.

7.7. EMERGENCY SERVICES

In the event the City requires emergency Services under the Contract, the City shall notify the Contractor by telephone of the need for such emergency Services, after which the Contractor shall have two (2) hours to respond to the facility or location where the emergency Services are required. If the Contractor fails to respond to the facility or location within two (2) hours of the notification by the City, the City reserves the right, in its sole discretion: to hire a separate contractor to complete the work; and to deduct the amount of such work from any balances due to the Contractor and/or which may become due to the Contractor.

7.8. EQUIPMENT, PROPERTY AND SERVICES PROVIDED BY THE CITY

- A. General: The City shall provide, the facilities, equipment, materials, and/or services listed below.
- B. Equipment: The City will NOT provide any equipment to the Contractor.
- C. Services: Not Applicable
Utilities: Not Applicable
- D. Facilities: The City will NOT furnish administrative or any other workspace to the Contractor.

7.9. EQUIPMENT, PROPERTY AND SERVICES PROVIDED BY THE CONTRACTOR

- A. General: The Contractor shall furnish everything required to perform this service.
- B. Equipment: Contractor shall provide rear-end loading refuse collection trucks of at least 20 cubic yard capacity, with fully enclosed bodies for use in performing the work. The Contractor shall provide front loaders of at least 20 cubic yard capacity, with fully enclosed bodies for use in performing the work. The Contractor shall be required to provide and maintain an adequate supply of new or serviceable containers (dumpster/totes) and trucks to perform the Contract. Containers that are identified as unserviceable by the Contract Administrator shall be removed and replaced within 48 hours with an acceptable, serviceable container at no additional cost to the City. These containers shall be maintained to ensure they are in serviceable condition and that odor and loose refuse is controlled to the satisfaction of the terms and conditions of the Contract. On-site repairs may be allowed by the Contract Administrator on case by case basis.

7.10. HOLIDAY'S (OBSERVED)

The City observes the following holidays unless otherwise specified in Section 8.2, Scope of Work and Specification, of this Solicitation:

- ↳ New Year's Day
- ↳ Martin Luther King Day
- ↳ President's Day
- ↳ Memorial Day
- ↳ Independence Day

- ↳ Labor Day
- ↳ Veteran's Day
- ↳ Thanksgiving Holiday (Thursday and Friday)
- ↳ Christmas Eve

7.11. METHOD OF CONTACT

The Contractor shall designate and provide the City with the name, position title and telephone number of: a primary representative who shall be responsible for responding to complaints, inquiries and/or requests for Services during the term of the Contract; and a secondary representative for same in the event the primary representative is unavailable. The Contractor shall notify the Contract Administrator immediately in writing of any change to the primary or secondary representatives.

7.12. PERFORMANCE INSPECTIONS

During the first six (6) months of the term of the Contract, the City shall evaluate the Contractor's performance and any deductions taken by the City. If the overall performance of the Contractor is unsatisfactory, the City reserves the right, in its sole discretion, to terminate the Contract immediately, and no damages shall accrue. In the event the City terminates the Contract pursuant to the Contractor's performance, the City may, in its sole discretion, proceed as a negotiated procurement with the next Lowest Responsive and Responsible Bidder under this Solicitation.

7.13. PERSONNEL

A. Contractor's Personnel

- I. The Contractor's Personnel shall present a professional appearance and shall be neat, clean, well groomed and properly uniformed, and shall conduct themselves in a courteous and respectable manner while on any and all City property.
- II. The Contractor shall not allow any employee who is under the influence of alcohol, drugs, or any other incapacitating agents to perform the work under the Contract. Contractor personnel shall not use City of Gaithersburg equipment or facilities, unless identified herein; and shall not loiter in the areas being serviced.

B. Unauthorized Personnel

The Contractor's Personnel shall not to be accompanied on City's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The City prohibits teenagers, minors, or children from working on City-owned property under this Contract. Unauthorized persons discovered on the City's premises will be immediately escorted off the property.

7.14. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the City.

7.15. RIGHT TO ENTER INTO OTHER CONTRACTS

The City may award work to other contractors and/or enter into separate contracts for such additional work, including refuse services. The Contractor: shall cooperate with other such contractors and all representatives of the City who may be required to administer other such separate contracts; and shall carefully coordinate their work with other contractors when so directed by the City.

7.16. SAFETY AND HEALTH REQUIREMENTS

The Contractor shall comply with all Federal, State, County and local regulations pertaining to employee health and/or safety (i.e. MOSHA, OSHA, DOT, etc.). If a safety concern of imminent danger is noted the City shall reserve the right to stop all work immediately until the safety concern is adequately addressed.

7.17. STAFFING AND SUPERVISION

- A. The Contractor shall be responsible for the scheduling of the Services and in such a way not disrupt the functions and normal day-to-day operations of the respective facilities.
- B. The Contractor shall appoint in writing within five (5) days after award of Contract a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contract Administrator. The contract manager or alternate shall have full authority to act for the Contractor on all Contract matters relating to daily operation of the Contract.
- C. The Contract Manager shall be able to read, write, speak and understand English. The Contract Manager and/or supervisory personnel shall have a thorough knowledge of the Contract requirements and equipment being utilized.
- D. The Contractor shall provide the Contract Administrator with a list of the names and emergency telephone numbers of any and all supervisory personnel assigned to the Contract. It shall be the responsibility of the Contractor to keep this list up to date.

7.18. UNAUTHORIZED USE OF CITY EQUIPMENT

The Contractor's Personnel shall be prohibited from, at any time, the use of office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

7.19. UNIFORMS

The Contractor's Personnel shall be required to wear a uniform and photo identification card, both of which shall clearly identify personnel as employees of the Contractor. This requirement shall apply at all times while on City property.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work and Specifications

8.1. GENERAL INFORMATION

The Contractor shall provide empty refuse collection services for city facilities by providing empty dumpsters/containers and promptly removing filled dumpsters/containers to ensure that there is available dumpster capacity at all times. Refuse collection services is defined as solid waste pick-up and disposal services (i.e. refuse/trash, bulk trash/waste, recycling and construction debris to include yard wastes) at the designated facilities shown in Section 8.2 on the days indicated. Also, there may be various unscheduled collections, disposals, relocations of containers for special events and clean-up operations or other events.

The Contractor shall perform services on each of the specified days, except for City observed holidays which are specified in Section 7.10. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the Contract Administrator, or their designee.

Adequate personnel shall be provided to insure that the tasks are completed within a reasonable amount of time.

8.2. SCHEDULE OF SERVICES AND FIXTURE COUNTS

Notwithstanding any other requirements or specifications herein, the Contractor shall provide the Services in accordance with the Schedule of Services and Container Counts, both of which are attached hereto Exhibit A.

The Contractor is responsible for conducting service between the hours of 7:00 am through 4:00 pm Monday thru Saturday except City holidays or when the City facility is closed due to local or national emergencies, administrative closings, or similar City directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work when the City facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

Inclement Weather is not justification for failure to comply with the terms of the Contract. The Contractor shall collect refuse during periods of inclement weather. The Contract Administrator or their designated representative in cases of severe weather may authorize exception to this Inclement Weather Schedule. When exceptions are granted, the Contractor shall, within 24 hours after the severe weather has abated, accomplish all collection for each day missed in order to make up missed collections. If all make-up collections cannot be made in 24 hours, the Contractor shall submit a revised schedule to the Contract Administrator or their designated representative for approval. Rescheduling to provide make-up collections shall not be a basis for a claim by the Contractor for additional compensation.

The Contractor shall not schedule nor perform refuse collection services on Sunday, or City Holidays (except with written approval from the Contract Administrator). The Contractor shall make those pickups on the day before or after a Holiday. If Schedule of Operations

need to be changed, the Contractor shall request in writing to the Contract Administrator within 72 hours with justification as to why schedule needs to be changed/adjusted; approval shall be secured in writing prior to any deviation to the submitted and agreed schedule. The City may have the option to change the hours and days of operation as long as it will not incur additional cost to the Contractor. In addition, some situations will require the Contractor to work other hours. These situations may include, but are not limited to special ceremonies, contingency or crisis management operations, disaster assistance or weather emergencies.

Emergency service or services required to support special commitments required outside normal operating hours, to include Saturdays, Sundays and holidays, shall be provided by the Contractor upon notification from the Contract Administrator or their authorized representative. The Contractor shall react immediately and arrive at the site designated by the Contract Administrator no later than two hour after notification, unless otherwise stated.

8.3. SCOPE OF WORK AND SPECIFICATIONS

The following cleaning schedules are to indicate basic cleaning requirements, additional cleaning services within the work scope may be requested at no cost to the City in order maintain cleanliness. The Contractor shall properly display warning signs in any and all wet areas, insuring they are visible from every point during cleaning hours, and shall remove such warning signs when the floors are safe to use.

A. CONTAINERS, SPECIFICATIONS & IDENTIFICATION

1. Refuse Containers: Unless otherwise specified, refuse containers shall be of rigid metal construction, with double-walled ply resin or metal hinged lids and side doors of the design commonly used in the industry.
 - i. Minimum Standard: All front-end containers shall be made with 10 gauge hot rolled steel bottoms and 12 gauge "V" crimped sidewalls. Reinforcements for the top perimeter will be provided with structural grad steel, 3" channel will be used on the fronts/back and the sides will be reinforced with 3/16" angle. Other features will include 7 gauge pick-up sleeves, lockable 16 gauge sliding steel doors or poly side doors and 1.5" drain port with plugs. All containers will be wire brushed, primed inside and out with 2 mils of primer and top coated with 2mils of industrial enamel paint.
 - ii. Twenty (10) cubic yard open top roll-off containers: In this category the city requires the Contractor to use only 10 cubic yard roll-off top containers that shall conform to:
 - Skid Length: 12'
 - Overall Height: 47"
 - Overall Width: 93"
 - Side Height (Inside): 36"(Baker Waste Equipment or equal)

- iii. Twenty (20) cubic yard open top roll-off containers: In this category the city requires the Contractor to use only 20 cubic yard roll-off top containers that shall conform to:
 - Skid Length: 22'
 - Overall Height: 53"
 - Overall Width: 93"
 - Side Height (Inside): 42"
 (Baker Waste Equipment or equal)
 - iv. Ninety-six (96) gallon container/carts (Toter or equal)
2. Recycling containers of greater than 100 gallon capacity shall meet the specification defined for refuse, Section 8.3 A-1. The Contractor shall identify all recycling materials uniformly. The Contractor shall label each container, including each compartment of compartmentalized containers for the specific recyclable material for deposit. Contractor shall submit samples of container labeling to Contract Administrator for approval prior to Contract implementation. Container top shall be attached with a hinge, which allows free access for deposit and removal of recyclables without interference and shall be either domed or angled to facilitate run-off water and shall fit closely on top rim of cart. Owner's identification will be permanently imprinted in raised letters on lid. Lid shall be imprinted with instruction in English and Spanish on ninety-six (96) gallon containers/carts (Toter or equal).
- i. Twenty (20) cubic yard roll-off closed top compartmentalized recycling containers by Baker Waste Equipment or equal. The Containers shall conform with:
 - Skid Length: 22'
 - Overall Height: 78"
 - Overall Width: 96"
 - Side Height (Inside): 42"
 - ii. Ninety-six (96) gallon container/carts (Toter or equal)
3. Container Standards: All containers for the storage of solid waste, except for bins for the storage of bulky rubbish, shall be vermin proof and waterproof, of non-corrodible metal or similar materials, and shall be equipped with tight-fitting lids at all times. Slant-sided refuse containers, which will tip over when empty and subjected to a horizontal force of seventy (70) pounds when applied at a point and a direction likely to cause tipping and a vertically downward force of on hundred ninety-one (191) pounds applied at a point likely to cause tipping, are not allowed to be used in the City because of risk of tip-over.

B. COLLECTION VEHICLES

- 1. The Contractor is responsible for the financing and/or leasing of the collection equipment of the collection equipment. The Contractor must

maintain and operate on each collection day and adequate number of collection vehicles needed to perform the required collection service. The Contractor must maintain sufficient spare collection vehicles and repair parts to replace and/or repair any vehicle out of service.

2. The City has the right to inspect equipment related to the performance of the Contract at all reasonable times.
3. The Contractor shall provide a complete listing with their technical proposal to be submitted the description, size, and types of vehicles and equipment to be used in the performance of the Contract. Each vehicle to be used during the performance of the Contract must be provided. The Contractor shall ensure that employees are knowledgeable in the use of the equipment and techniques necessary to completely and competently perform the work required. Contractor employees shall possess the proper operator or other licenses as required to perform all work, and shall carry such licenses at all times.
4. All vehicles and equipment shall be identified with Contractor's name and telephone number with letters and numbers 4 (four) inches minimum in size to be used in the performance of the Contract shall be submitted as part of the technical proposal. Adequate vehicles and equipment in proper working conditions must be present at all times during the performance of the Contract to ensure completion of the specified tasks and to meet the specified performance standards. As a minimum, the Contractor shall provide a sufficient number of vehicles to accomplish the specified tasks within the specified timeframes. Vehicles shall have fully enclosed bodies.
5. Equipment and Vehicle(s) shortage(s) and/or breakdown(s) shall not relieve the Contractor from completing collections/tasks at the scheduled times and days in the performance of the Contract. The Contractor shall provide replacement equipment/collection vehicles if any equipment/vehicle becomes disabled, to ensure the waste collection and disposal services are performed on schedule IAW the terms and conditions of the Contract without delay and at no additional cost to the City.
6. Equipment cleaning operations shall be conducted at the Contractor's facility or other location, not on any of the city's property's locations identified herein. All vehicles shall be cleaned and sanitized at regular intervals to keep them free of odors. During the cleaning operation, the Contractor shall ensure that like equipment is in place at the location where equipment was removed.
7. All vehicles and equipment furnished under the Contract shall be maintained in such condition as to properly perform its intended task and to prevent damage to city facilities or equipment. All vehicles must be capable of accepting totes or trash cans (manually or automatically). Vehicles and compactors shall not leak operating oils or fluids. All vehicles shall have tight bodies and be properly enclosed to prevent spillage, leakage, excessive odors and the scattering of refuse in transit.

8. All vehicles and equipment shall be operated in a safe manner in compliance with federal, state and local regulations and shall conform to all safety, operating, emission and environmental standards of the State of Maryland.
9. The Contractor shall not store vehicles or equipment on city property unless permission is given thru the Contract Administrator.

C. LOADING AND TRANSPORTATION OF REFUSE/RECYCLING MATERIALS

1. All collection vehicles, when traveling to and from their collection route, must be covered to protect refuse/recyclable material from exposure to weather, and to prevent blowing of materials from the vehicle.
2. Care shall be taken by the Contractor in the loading and transportation of refuse/recycling materials in order to prevent scattering or spilling of the material on either City property, private property or public streets. Any refuse/recycling materials spilled and/or broken by the Contractor shall be immediately cleaned up and removed by the Contractor. Following emptying of the containers by the Contractor, the containers shall be returned upright to their original location. Where applicable, fence gates housing the containers shall be closed/locked.

D. DAMAGE TO PROPERTY

The Contractor shall be responsible for damage to City property caused by the Contractor's collectors in the course of performance of this Contract. The Contractor must replace or restore to its original condition any such damaged property at no cost to the City.

E. SERVICES

1. ROUTINE SCHEDULED REFUSE/RECYLING MATERIAL COLLECTION SERVICE: The City has specified the days for collection at each site in the Solicitation/Schedule Sheets.
2. SPECIAL PICK-UP FOR REFUSE/RECYCLING MATERIALS COLLECTION ONLY: Special pick-up service is defined as service requirements and frequencies outside of scheduled routine refuse/recycling collection at the established Contract locations. This includes return(s) to a site for additional service on the same day routine service is provided, or for any event that requires serviced beyond that defined. Special pick-up service is to be provided only upon request of the Contract Administrator or his/her designee. Receipts must be signed by an occupant at the facility where this service is provided, and mailed with the monthly invoice. The receipt form must be provided by the Contractor and approved by the Contract Administrator prior to approval for payment of the work.
3. TEMPORARY SERVICE: The City may require placement of a container for Temporary Service. The service may not be at a location already established on the solicitation/schedule sheet. The period of temporary service may differ from one (1) day to an undetermined number of days. The Contractor,

upon written notice from the Contract Administrator, shall provide placement/collection or removal of the specified size/type container(s) for temporary service within 24 hours.

4. DISPOSAL: The Contractor shall dispose of all refuse and construction debris at an approved state or county permitted location without additional cost to the City. Disposal shall be in accordance with existing Federal, State and local laws, covenants and ordinances to include OSHA and EPA. The City may require the Contractor to furnish documentation verifying such compliance. The Contractor shall be responsible for any permits or fees associated with the use of the disposal location. Only solid waste generated and collected from the City of Gaithersburg facilities shall be disposed of in accordance with the terms of the Contract.
5. REFUSE/RECYCLING MATERIAL WEIGHT: All designated refuse any recyclables collected by the Contractor at each facility must be weighed separately either by means of vehicle mounted weighing equipment or by formula as prescribed by EPA. The total weight of refuse and recycling materials for each facility must be recorded by the Contractor on a monthly cycle and forwarded to the Contract Administrator along with their invoice for contracted refuse/recycling collection at all facilities included in the Contract. Receipt by the City of the Contractor's total monthly refuse/recycling weight for each facility included in the Contract will be a prerequisite for approval of all monthly invoices for all services in the Contract.

F. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall be required to abide by all Federal, State and local rules and regulations concerning health hazards and environmental pollution, which are in effect during the term(s) of the Contract. The Contractor shall comply with all laws, ordinances, statutes, and regulations pertaining to the collection, transportation and disposal of refuse, yard wastes, recyclables and construction debris; and shall obtain such permits, licenses or other authorizations as may be required without additional cost to the City. The Contractor shall be responsible for ensuring that no trash or liquids contained in the occupants' trash leak from the Contractor's collection vehicle. If any leaks originate from the collection vehicle, whether due to trash or fluid leaks from the vehicle's hydraulic, engine, transmission or brake systems, the Contractor shall immediately notify the Fire Department or if properly trained Contractor personnel is available, implement spill response procedures to insure the spill is properly contained and no product reaches the storm sewer or surface water. Once the spill is contained, the Contractor shall immediately implement remedial action clean-up and proper disposal of all contaminated materials to the satisfaction of the Government Representative at no additional cost to the City. The Contractor shall reimburse the City for any and all remediation costs incurred to include fines and penalties due to Contractor's negligence.

1. Refuse shall be taken to state-approved and permitted facility identified herein at the Contractors expense without additional cost to the City. Documentation certifying approval and permitted site for disposal of trash collected at the sites identified herein must be provided to the Contract

Administrator at Contract award.

2. Only solid waste generated and collected from the City of Gaithersburg facilities shall be disposed of in accordance with the terms of the Contract.
3. The Contractor shall be required to present the government with gross/tare weight tickets on a monthly basis to validate the amount of refuse collection and disposal. The Contractor is required to provide a breakdown of the amount of refuse collected. This information will be e-mailed to the Contract Administrator within 5 working days after end of each month of the required reporting period. The necessary address or fax number will be supplied at the post award conference.

G. POSITION/PLACEMENT OF CONTAINERS

The Contractor shall position all bulk containers at collection stations to best aid the user in disposing of refuse. The Contractor shall also position containers to minimize interference with adjacent parking areas, sidewalks, roadways, overhead utilities, and other potential obstructions. Final locations must be approved by the Contract Administrator.

1. When more than one container is positioned at one collection station, the Contractor shall place containers as close together as feasible for user convenience and organized appearance.
2. The Contractor shall return non-disposable containers to their proper station in an upright position with the lids securely in place.
3. The Contractor shall furnish replacement containers for all containers removed for cleaning, maintenance, or repairs to ensure that collection stations have adequate refuse containers.
4. There will be occasions when Contractor containers must be moved from one location to another location on city property (e.g., one end of a building to another end). These relocations will not alter the service for the buildings/area and shall be accomplished at no additional cost to the government and be performed within 24 hours after notification from the Contract Administrator or their designee.
5. Spillage. The Contractor shall pickup all spillage around bulk containers within a 15 foot radius.
6. Abnormal Quantities of Refuse: The Contractor shall dispose of excess refuse beyond the normal quantity resulting from holidays or recognized customs at no additional cost to the government. The Contractor shall employ additional equipment or make additional trips, if necessary, to adequately dispose of extra refuse. This should be accomplished with minimum interference to regular collection schedules. The Contractor shall reschedule refuse collection for services not provided due to City holidays.

7. Special Refuse Collection/Short Term Requirements: In addition to the scheduled refuse collections, the Contractor shall be required to furnish containers when necessary and provide special collections for short term requirements (less than one month) within 24 hours of notification from the Contract Administrator. (NOTE: THIS ITEM MAY INCLUDE SPRING CLEANUP, CHRISTMAS TREES, FIRE PREVENTION WEEK, CLEAN-UP CAMPAIGN, CARNIVALS, ATHLETIC TOURNAMENTS, ETC.).
8. Unserviceable Containers. The Contractor shall replace unserviceable Contractor furnished containers when directed by the Contract Administrator or designated representative. The Contractor shall remove the containers from service and replace it with a serviceable container within one (1) working day. If unable to service due to vehicles or other obstacles, notify the Contract Administrator OR as soon as possible the same service day, unless it is during the weekend or City Holiday then notification will be the following work. Notification shall include the building number and the make and license number of the vehicle blocking each container. The Contractor shall make one last attempt to service the blocked container before the end of the work day.

H. CLEANING REQUIREMENTS

The Contractor shall thoroughly wash all refuse collection containers/equipment with steam, soap, or detergents and water. A properly cleaned container/equipment shall be free of unpleasant odors to include maintaining of contractors vehicle in a safe and sanitary condition.

1. The Contractor shall clean all bulk containers located at City facilities not less than 2 times per year. NOTE: Soiled containers noted by the Contract Administrator shall be cleaned by the Contractor within one (1) workday when deemed necessary by the Contract Administrator to maintain a clean and sanitary condition.
2. The Contractor shall wash refuse collection containers at a facility off of city property. A replacement container of the same or a larger capacity shall be provided by the Contractor prior to removing any container(s) off post for cleaning.

I. TRANSITION IN

The Contractor shall work with the out-going contractor to ensure an orderly transition takes place. Compactors shall be on-site and ready to be installed when current out-going contractor's equipment is removed to ensure no pick-ups are missed. The Contractor may be required to reposition containers at no additional cost to the City. Transition-In period is 10 days after Contract award or Notice to Proceed is issued.

J. TRANSITION OUT

At the termination or completion of the Contract, the Contractor shall have 10 days to remove all Contractor-owned equipment and be responsible for the proper disposal of any material remaining in the containers or spillage. After this 10 day period, any Contractor owned equipment remaining on City property shall be considered abandoned and will be disposed of as "found on Property" and disposed

by the City. Costs for this action including any cost for disposal of materials remaining in the containers, shall be withheld from final payment. Transition-Out is 10 days before Contract expires.

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENTS

The following forms and documents are attached hereto as Attachment A.

- ↳ Addendum/Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Bid Submission Certification (Requires Notary)
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information
- ↳ Bid Proposal Price Sheet

9.2. EXHIBITS

The following documents are attached hereto as:

- ↳ Exhibit A – Schedule of Services and Container Counts
- ↳ Exhibit B – Sample Contract

~ END OF SECTION 9 ~

INVITATION FOR BID

2015-003

City Wide Refuse Collection Services

ATTACHMENT A



City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. Addendum / Amendment No: _____ Date of Issuance: _____

2. Addendum / Amendment No: _____ Date of Issuance: _____

3. Addendum / Amendment No: _____ Date of Issuance: _____

4. Addendum / Amendment No: _____ Date of Issuance: _____

5. Addendum / Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Bid Proposal.

Signature Title Date

Printed Name



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized
Title
representative of the entity _____ and that I possess the
Name of Entity
legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the responder, or any other person substantially involved in the responder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of 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; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust 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.

6. Responder hereby declares that this bid or proposal is made without any connection or collusion with any person, entity or corporation making a bid or proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this bid proposal is accepted, this Responder will contract to do, for the price stated in the attached cost proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Bid Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Bid Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this bid or proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name



City of Gaithersburg

Bid Proposal Price Sheet

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____

CLIN	SERVICE LOCATION	No. & CONTAINER SIZE	COLLECTION DAY(S)	MONTHLY COST	NO. of MOS.	ANNUAL COST
001	Activity Center@ Bohrer Park 506 South Frederick Avenue	1-8CY Dumpster, Trash	Mon-Sat	\$	12	\$
		1-8CY Dumpster, Recycle	Mon & Thurs	\$	12	\$
		1-8CY Dumpster, Trash	Tue & Fri (May - Oct)	\$	6	\$
002	Casey Community Center 810 South Frederick Avenue	1-8CY Dumpster, Trash	Mon & Thurs	\$	12	\$
		1-2CY Dumpster, Recycling	Mon	\$	12	\$
003	City Hall 31 South Summit Avenue	1-4CY Dumpster, Trash	Mon, Wed, Fri	\$	12	\$
		1-2CY Dumpster, Recycling	Mon, Wed, Fri	\$	12	\$
004	Gaithersburg Aquatic Center 2 Teachers Way	3-96Gal Tote, Trash	Mon, Wed, Fri	\$	12	\$
		1-96Gal Tote, Recycle	Wed	\$	12	\$
005	Kentlands Mansion 320 Kent Square Road	2-96Gal Tote, Trash	Mon, Tue, Wed, Fri, Sat	\$	12	\$
		2-64Gal Tote, Recycling	Thursday	\$	12	\$
006	Police Station 14 Fulks Corner Avenue	1-4CY Dumpster, Trash	Wednesday	\$	12	\$
		1-2CY Dumpster, Recycling	Wednesday (Every 2 Weeks)	\$	12	\$
007	Public Works 800 Rabbitt Road	1-10CY Dumpster, Trash	Friday	\$	12	\$
		1-4CY Dumpster, Recycling	Friday	\$	12	\$
008	Senior Center 80-1 Bureau Drive	1-4CY Dumpster, Trash	Mon, Wed, Fri	\$	12	\$
		1-2CY Dumpster, Recycling	Tuesday	\$	12	\$
		1-64Gal Tote, Recycling	Tuesday	\$	12	\$

CLIN	SERVICE LOCATION	No. & CONTAINER SIZE	COLLECTION DAY(S)	MONTHLY COST	NO. of MOS.	ANNUAL COST
009	Water Park @ Bohrer Park 512 South Frederick Avenue	1-8CY Dumpster, Trash	Tues & Fri (May-Oct)	\$	6	\$
010	Olde Town Youth Center 301 Teachers Way	1-2CY Dumpster, Trash	Thursday	\$	12	\$
		2-96Gal Tote, Recycling	Thursday	\$	12	\$
011	Robertson Park Youth Center 801 Rabbitt Road	3-96Gal Tote, Trash	Tuesday, Friday	\$	12	\$
		1-96Gal Tote, Recycle	Friday	\$	12	\$

TOTAL ANNUAL COST \$

CLIN	ADDITIONAL REFUSE COLLECTION SERVICE	SERVICE	UNIT PRICE PER COLLECTION
012	96 Gallon Toter	Trash	\$
013	10 Cubic yard roll-off container	Trash	\$
014	20 Cubic yard roll-off container	Trash	\$
015	2 Cubic yard Front Load	Trash	\$
016	4 Cubic yard Front Load	Trash	\$
017	6 Cubic yard Front Load	Trash	\$
018	8 Cubic yard Front Load	Trash	\$
019	96 Gallon Toter	Recycle	\$
020	2 Cubic yard Front Load	Recycle	\$
021	4 Cubic yard Front Load	Recycle	\$
022	6 Cubic yard Front Load	Recycle	\$
023	8 Cubic yard Front Load	Recycle	\$
024	20 Cubic Yard compartmentalized container (Material for each compartment)	Recycle	\$

Signature _____

Title _____

Date _____

Printed Name _____

INVITATION FOR BID

2015-003

City Wide Refuse Collection Services

EXHIBITS

EXHIBIT A: Schedule of Services and Container Counts

CLIN	SERVICE LOCATION	NO. & CONTAINER SIZE	COLLECTION DAY(S)
001	Activity Center@ Bohrer Park 506 South Frederick Ave.	1-8CY Dumpster, Trash	Mon-Sat
		1-8CY Dumpster, Recycle	Mon & Thurs
		1-8CY Dumpster, Trash	Tue & Fri (May - Oct)
002	Casey Community Center 810 South Frederick Ave.	1-8CY Dumpster, Trash	Mon & Thurs
		1-2CY Dumpster, Recycling	Mon
003	City Hall 31 South Summit Ave.	1-4CY Dumpster, Trash	Mon, Wed, Fri
		1-2CY Dumpster, Recycling	Mon, Wed, Fri
004	Gaithersburg Aquatic Center 2 Teachers Way	3-96Gal Tote, Trash	Mon, Wed, Fri
		1-96Gal Tote, Recycle	Wed
005	Kentlands Mansion 320 Kent Square Road	2-96Gal Tote, Trash	Mon, Tue, Wed, Fri, Sat
		2-64Gal Tote, Recycling	Thursday
006	Police Station 14 Fulks Corner Ave.	1-4CY Dumpster, Trash	Wednesday
		1-2CY Dumpster, Recycling	Wednesday (Every 2 Weeks)
007	Public Works 800 Rabbitt Road	1-10CY Dumpster, Trash	Friday
		1-4CY Dumpster, Recycling	Friday
008	Senior Center 80-1 Bureau Drive	1-4CY Dumpster, Trash	Mon, Wed, Fri
		1-2CY Dumpster, Recycling	Tuesday
		1-64Gal Tote, Recycling	Tuesday
009	Water Park @ Bohrer Park 512 South Frederick Ave.	1-8CY Dumpster, Trash	Tues & Fri (May-Oct)
010	Olde Town Youth Center 301 Teachers Way	1-2CY Dumpster, Trash	Thursday
		2-96Gal Tote, Recycling	Thursday
011	Robertson Park Youth Center 801 Rabbitt Road	3-96Gal Tote, Trash	Tuesday, Friday
		1-96Gal Tote, Recycle	Friday

EXHIBIT B: Sample Contract

This Contract is made and entered into this _____ day of _____, 2014, by and between <CONTRACTOR'S NAME>, a <STATE OF FORMATION AND BUSINESS TYPE> licensed to do business in the State of Maryland, <CONTRACTOR'S ADDRESS> ("Contractor"), and the **City of Gaithersburg, Maryland**, a municipal corporation of the State of Maryland, 31 South Summit Avenue, Gaithersburg, Maryland 20877 ("City"), both of which are hereinafter referred to jointly as the ("Parties") and sometimes individually as the ("Party").

RECITALS

WHEREAS, the City requires the availability and services of a contractor to provide City Wide Collection Services for Refuse and Recyclable Materials at various City-owned facilities ("Services"); and

WHEREAS, the City issued Invitation for Bid 2015-003 to solicit bid proposals for the Services ("Solicitation"); and

WHEREAS, the Contractor submitted a bid proposal in response to the Solicitation, which the City deems to be the lowest responsible and responsive bid proposal received ("Bid Proposal"); and

WHEREAS, on <DATE>, the Mayor and City Council of the City adopted Resolution R-<NUMBER>, which authorizes the City Manager to negotiate and enter into a contract with the Contractor for the Services; and

WHEREAS, the City wishes to hire the Contractor, and the Contractor wishes to be hired by the City, to provide the Services.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Contractor agrees to provide the enumerated Services on the terms as more fully described throughout this Contract, as follows:

1. SCOPE OF SERVICES

The Contractor hereby acknowledges and agrees to provide the Services in accordance and in compliance with: (i) all of the requirements, specifications, and terms and conditions contained in the Solicitation, which is incorporated herein by reference; and (ii) the Bid Proposal, which is incorporated herein and attached hereto as Exhibit A.

2. COMPENSATION AND PAYMENTS

A. For the Contractor's availability and Services under and pursuant to this Contract, the City shall pay the Contractor compensation at the fixed unit prices described in the Bid Proposal Price Sheet, which is incorporated herein and attached hereto as Exhibit A, in accordance with the Solicitation and subject to the following:

I. Total compensation under this Contract shall not exceed <WRITTEN AMOUNT OF THE CONTRACT> (\$<NUMERICAL AMOUNT OF THE CONTRACT>).

II. Compensation shall be paid monthly for each facility in which the Contractor rendered the Services in the immediately preceding month, and following the receipt of a proper

invoice for same.

B. In the event the Services for which the Contractor has been hired is abandoned, curtailed or canceled by the City at any time, the following shall occur: (i) this Contract shall terminate in accordance with the provisions for Termination specified in Section 5.32 of the IFB; and (ii) the Contractor shall be paid for the Services performed to date of termination for which the Contractor has not otherwise been compensated to the time of such termination.

3. ENTIRE CONTRACT

This Contract shall constitute the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either Party, except to the extent incorporated in this Contract.

4. NOTICES

Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified or registered mail, sent to the respective address of each Party or an authorized representative of each Party as indicated below:

A. For the City:
Facilities & Capital Projects Division Chief
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. With a copy to:
City Attorney
31 South Summit Avenue
Gaithersburg, Maryland 20877

Procurement Manager
31 South Summit Avenue
Gaithersburg, Maryland 20877

C. For the Contractor:
<NAME AND BUSINESS TITLE>
<ADDRESS>

IN WITNESS WHEREOF, the City and Contractor have executed this Contract as of the date and year first above written.

THE CONTRACTOR:

By: _____
Official or Duly Authorized Representative

Witness

THE CITY OF GAITHERSBURG:

By: _____
Tony Tomasello, City Manager or Designee

Witness