

BID SPECIFICATIONS
FOR
TRASH REMOVAL
SERVICES
FOR
THE TOWN OF GREENSBORO,
MARYLAND

BID OPEN DATE: May 30, 2022 at 10:00 AM

Town of Greensboro, 113 Main Street, Greensboro, Maryland
21639

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REQUEST FOR BIDS

Bids for collection and disposal of RESIDENTIAL TRASH for the Town of Greensboro will be received until 10:00 a.m., on Monday, May 30, 2022 at the Town of Greensboro Town Office, located at 113 Main Street, Greensboro, Maryland 21639 and will thereafter be publicly opened and read.

The Town of Greensboro reserves the right to reject any and all bids or to waive any irregularity, and to accept such bid that is advantageous, beneficial or expeditious to the Town of Greensboro. No bid may be withdrawn for a period of (60) days after bid opening. Bids may be corrected for clerical or typographical mistakes at the discretion of the Town of Greensboro, but not because of a mistake in judgment.

Bid Documents must be returned in a sealed envelope marked "Trash Collection Bid", to the Town of Greensboro, 113 Main Street, Greensboro, Maryland 21639 by 10:00 a.m., Monday, May 30, 2022.

A Pre Bid Meeting will be held at the Town Office, located at 113 Main Street, Greensboro, Maryland 21639 on Thursday, May 19, 2022, at 9:00 a.m.

INSTRUCTIONS TO BIDDER

1. Sealed bids will be received by the Town of Greensboro until 10:00 a.m. on Monday, May 30, 2022.
2. Bids must be submitted in a sealed envelope marked "Trash Collection Bid".
3. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
4. Each proposal shall be made on the attached Bid Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
5. Each bidder shall, on a separate sheet, provide a statement of the bidder's financial condition and a list of equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year and type of equipment.
6. Each bidder shall complete and submit the attached Non-Collusion Affidavit and Personal Tax Delinquency Affidavit.
7. Each bidder shall provide a list of all municipalities under contract in the Delmarva area or (3) references of governmental entity contracts for residential Trash collections that they have serviced within the last three (3) years.
8. Each bidder shall, on an attached sheet, provide a description of their Trash collections operations.
9. A performance bond, or escrow in lieu of a performance bond acceptable to the Town of Greensboro, will be required from successful bidder as described in the specifications. This performance bond will be equal to the first-year contract price.
10. The Town of Greensboro may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the Town. The Town reserves the right to reject any bid if the evidence submitted by, or other investigation for, the bidder fails to satisfy the Town that the bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.

11. It is the intent of the Town to award the Contract Agreement to the lowest bidder provided the bid has been submitted in accordance with the requirements of the bidding documents. However, the Town reserves the right to accept the bid which, in the Town's judgment, is in the best interest of and most advantageous to the Town. The Town reserves the right to waive any irregularities, reject any or all bids or hold bids for up to sixty (60) days and to award the bid in the best interest of the Town. The Town will reject a bid not accompanied by a Bid Bond or by other data required by the Bidding Documents. The Town reserves the right to reject a bid which is in any way incomplete or irregular, and to re-bid the work at a later date if all bids are rejected.
12. Each bid must be accompanied by a bid bond equal to ten (10) percent of the first year in the form of certified check, cashier's check or a bond payable to the Town. All such bid bonds or checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder. The bid bond of the successful bidder will be returned to the Contractor when the Contract is executed and a satisfactory performance bond is delivered to the Town.
13. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the bidder. All questions regarding the specification shall be directed in writing to the Town Manager no later than ten (10) days prior to the date of opening of bids.

GENERAL INFORMATION

The trash collection shall conform to all Town ordinances regarding trash and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, three family unit, and four family unit, which currently receives Town service.
2. **Curb Collection** – The Contractor shall provide trash collection removal to all Residential Dwelling Units which currently receive Town trash collection service. There shall be weekly trash collection from the curb of the premises or where designated by the Town.
3. **Collections Vehicles** – Contractor is to furnish the necessary vehicles for all collection of trash in non-leaking vehicles provided with tops or coverings to guard against spillage and shall conceal contents from view; said vehicles to be kept covered or closed at all times when being loaded.
4. **Holiday Schedule** – No collection shall be required on Town recognized holidays. Each regular pick-up day which falls on a recognized holiday will be serviced one day later or at the discretion of the Town and the Contractor. The holidays recognized by the Town are: Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, 4th of July, Labor Day, Veterans Day, Black Friday, Thanksgiving, Christmas Eve, Christmas Day.
5. **Collection Routes** – The Contractor, along with the Town shall establish routes and scheduled days for collection of trash.
6. **Town Owned Facilities** – The Contractor will be required to provide trash collection to Town Owned facilities at no additional cost to the Town. These collections will be considered incidental to the contract. This service will be provided at the following locations:

Town Office, 113 S. Main Street
Police Department, 111 S Main Street
Public Works, 104 E Sunset Ave
7. **Collection Times** – No collection shall be permitted before 5:00 a.m. or after 6:00 p.m. No collection shall be made from any types of premises on Sundays. Saturdays will only be allowed with the pre-approval of the Town and for holiday affected pick up.
8. **Residential Trash Containers** – Containers will be supplied and distributed by the Contractor. The cost of the container will be spread out over the length of the contract. The Town will require two (2) 90-gallon containers for trash. All trash containers will need to be supplied to each individual property, by the contractor, prior to July 1, 2022. It is the expectation that all of the trash containers will be new and in good working order. There are approximately 667 Residential Units in Town that will utilize Trash collection services.

- 9. Contract Term** – The initial contracted term of service will be for a period of one (1) year and will begin on July 1, 2022 and end on June 30, 2023. The term of service may be extended two (2) times each for an additional one (1) year term upon mutual agreement of the parties, in writing, not less than ninety (90) days prior to the expiration of the term.
- 10. Cleanliness** – In collection of trash, the Contractor and its employees shall not place the same upon or suffer the same upon to be placed or scattered upon any public place or private street, alley or drive and agrees to replace any trash container or parts of, which are damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer trash from one truck to another in residential areas except where a small pick-up truck utilized in certain areas of the Town and need to dispose their loads onto a larger vehicle. The Contractor will not be allowed to store containers of any kind in common areas or in the Town right of ways. If an unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to satisfaction of the Town.
- 11. Supervision** – The Contractor shall designate a supervisor for collection crews working within the Town to assure duties of such crews are completed per the contract between the and the Contractor. In addition, the supervisor must be accessible via cell phone. The cell phone number shall be available to Town Manager and Public Works Department.
- 12. Customer Service Standards** – The Contractor shall maintain a log of all complaints received and time that complaint was resolved. The Contractor shall provide a report to the Town when requested.
- 13. Public Education** – The Contractor shall provide the public with information and assist in education and reduction in solid waste in the Town. The Contractor will provide appropriate material that the Town can place on the Town website and will update this information upon request.
- 14. Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the Town from any liability, claim, damage, or cause of action which may be sustained by or asserted against the Town, directly or indirectly or in any manner arising out of performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in work covered by this agreement. The amount of liability insurance shall not be less than \$3,000,000 single limit coverage. In addition, the Contractor must carry Worker's Compensation Insurance in such amount as is prescribed by the State of Maryland. Such insurance policy or policies must be filed with the Town together with certificate of the insurer that the policies are in full force and effect and that

same will not be altered, amended, or terminated without sixty (60) days prior to written notice of having been given to the Town. All certificates of insurance shall specifically list the Town as an additional insured with respect to the policies related to the specifications and Contract Agreement.

15. Laws- The Contractor will be required to obtain all licenses and permits and comply with all ordinances and regulations of the Town, Caroline County and any rules and regulations issued by the State of Maryland.

16. Volume Report – Each month, the Contractor shall complete and provide the Town with a monthly volume report of the previous month.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all trash between 5:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address and phone number of the Contractor displayed on the truck.) All services, vehicles, equipment and collected materials, as described below, are to comply with Maryland State Law, any local and county regulations as well as all Federal laws or regulations.

- a) Trash is to be picked up weekly from Residential Dwelling Units in two (2) Contractor supplied 90-gallon containers from curb line or where agreed upon by the Town. Trash is to be picked up weekly from Town owned property.
- b) There will be no scavenging by the contractor or his authorized personnel.

PENALTIES AND FINES

- A) The Contractor shall pay as liquidated damages in the amount of Three Hundred Dollars (\$300) per day for failure to comply with the provisions of the contract service.
- B) In addition to provisions of the Performance Bond, if the Contractor fails to service the Town on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to satisfaction of the Town or if caused by an act of God.
- C) Contractor shall defend, indemnify and hold harmless the Town and its employees, officers and elected officials from and against any and all costs or claims arising in any way as a result of the performance or failure to perform on part of Contractor under this contract.
- D) The contract shall not be assignable or transferable by Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the Town.
- E) Should Contractor miss the collection of any of the service from a customer and fail to resolve the complaint within forty-eight (48) hours, then a credit of Five Dollars (\$5.00) per missed service per Unit shall be credited on the next bill.
- F) In the event of an emergency or failure by the Contractor to be able to adequately perform trash collection services, the Contractor shall immediately contact the Town Manager.

PRICE QUOTATION FOR REQUIRED SERVICES

Cost of Trash Services per Residential Dwelling Unit per Month (Based on Weekly Pickup)

First Year \$ _____ per Month

Second Year \$ _____ per Month

Third Year \$ _____ per Month

Cost of new carts and bins, distributed at beginning of contract (Contractor will remain owner of these items and each Residential Dwelling unit will receive two (2) containers)

Cost of each 90-gallon Cart for Trash \$ _____ per Unit

Cost of additional carts and bins, as needed, throughout remaining contract period

Cost of each 90-gallon replacement Cart \$ _____ per Unit

Name of Bidder: _____

Mailing Address of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature

Corporate Seal

Title

Attest to Seal

Subscribed and sworn to before me this _____ day _____, 2022.

Notary Public

RESIDENTIAL COLLECTION SERVICES FOR TRASH CONTRACT

This agreement, made and entered into this ____ day of _____, 2022, by and between the Town of Greensboro, Maryland, hereinafter called the "Town" and _____, hereinafter called the "Contractor."

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in the bid document for "residential trash collection" and shall perform all work necessary. By providing appropriate services as described in the specifications and accepted bid documents, copy attached, which bid documents and specifications are incorporated herein and made part of this contract.

The Contractor further agrees that he/she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for proper completion of this contract, and that information was secured by personal investigations.

The said Contractor agrees further to begin work no later than July 3, 2022 as explained in the Towns Request of Bids and actual bid document for this work. The Contractor agrees that he/she will fully comply with all federal and state laws and regulations and local ordinances of the Town and County. In the event of termination of the contract by the Contractor or by the Town, the Contractor shall be entitled to receive payment only for work actually performed.

The Contractor expressly warrants that he/she had employed no third party to solicit or obtain this contract on his/her behalf, or promised or agreed to pay to any third party any fee related to awarding of this contract.

The Town agrees to pay the Contractor in the manner and in the amount provided in the said General Conditions and Bid.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this ____ day of _____, 2022.

BY: _____ DATE _____
Mayor/Authorized Officer

BY: _____ DATE _____
Contractor

TRASH MONTHLY VOLUME REPORT

Town of Greensboro _____, 202_

Trash Tonnage _____

Date Submitted _____

Submitted By: _____

NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is
_____ * (sole owner, partner, president, secretary, etc.) of
_____, the party making the foregoing bid; that such bid is not made in the
interest of or on behalf of any undisclosed person, partnership, company, association, organization
or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly
or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly
or indirectly colluded, conspired, or agreed with any bidder or anyone else to put in a directly or
indirectly, sought by agreement, communication or conference with anyone to fix the bid price of
said bidder or any other bidder, or fix any overhead, profit or cost element of awarding the contract
or anyone interested in proposed contract; that all statements submitted in his/her bid price or any
breakdown therefore, or contents thereof, or divulged information or data relative therefore, or
paid and will not pay fee in connection therewith to any corporation, partnership, company,
association, organization, bid depository, or to any member or agent therefore, or to any other
individual except to such person or persons as have a partnership or other direct financial interest
with said bidder in his general business.

SIGNED:

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Seal of Notary

Notary Public

**ADDENDUM NO. 1
TOWN OF GREENSBORO
TRASH REMOVAL SERVICES**

GENERAL: Due to the Memorial Day holiday, the due date for the bids has changed from Monday, May 30, 2022 to Tuesday, May 31, 2022. Therefore, bids for collection and disposal of residential trash will be received until **Tuesday, May 31, 2022 at 10:00 am.**

VENDER QUESTIONS AND MINUTES

A pre-proposal meeting was held at the Town Office on Thursday, May 19, 2022 at 9:00 am. Those in attendance included Sam Geib, Tammy Kelleles, Brandon Cunningham, Lyndsey Ryan, and Dominic from Republic.

The following questions were asked and answered:

Question 1: How many residential units are in town that will require service?

Question 1 answer: There are approximately 667 residential units in town that utilize trash service.

Question 2: Must trash containers be new?

Question 2 answer: It is the Town's expectation that all trash containers will be new and in good working order. If trash containers were recently purchased and are still in good working order, the town may consider utilizing those containers.