



VILLAGE OF MARTIN'S ADDITIONS

Invitation for Bids

Household, Yard Debris, Bulk Trash and Recycling Collection Services

This is an invitation to submit a Bid for the performance of Refuse and Recycling Collection Services within the Village of Martin's Additions; included in this bid request is services for traditional household and yard refuse, recycling collection and bulk trash removal from residences and four (4) municipal trash cans in the Village.

The Village of Martin's Additions is an incorporated municipality within Montgomery County, Maryland. The Village is seeking to award a contract for a term of three (3) years.

This Invitation for Bids packet includes the following documents.

- Invitation for Bids and Scope of Work Summary
- Request for Bids for FY 2016 - FY 2018: Service Description and Requirements for Backdoor Household Trash, Curbside Recycling, Curbside Yard Debris and Bulk Trash Collection in the Village of Martin's Additions
- Bid Sheet
- Specimen Contract
- Street Addresses
- Map of the Village

All bids must be received at the Village Office of the Village of Martin's Additions 7013 B Brookville Road, Chevy Chase, MD 20815, no later than **5:00 p.m. on Monday, June 15, 2015.**

Any questions regarding this Invitation for Bids shall be made in writing to the attention of Jean Sperling, Village Manager via e-mail at martinsadditions@verizon.net.

SCOPE OF WORK SUMMARY

- Effective dates: 7/1/2015 – 6/30/2018.
- Three-year term.
- Side or rear yard Trash Collection – 2 x week on Monday and Thursday.
- Curbside Single Stream Recycling 1 x week on Tuesday.
- Curbside Yard Waste Collection (bagged & bundled) 1 x week on Monday.
- Six Curbside Bulk pick-ups during the year (every other month)
- Day-after Holiday service on July 5th and the Friday after Thanksgiving.



Village of Martin's Additions
7013 B Brookville Road
Chevy Chase, MD 20815
301-656-4112 (o) 301-656-0030 (fax)
Email: martinadditions@verizon.net
Web: www.martinsadditions.org

Request for Bids for
FY2016
Service Description and Requirements for
Backdoor Household Trash, Curbside Recycling,
Curbside Yard Debris and Bulk Trash Collection in the
Village of Martin's Additions.

Scope of Work

Summary of Work

This proposal is for the backdoor removal and disposal of household trash, curbside removal and disposal of single stream recyclable materials, curbside removal of yard debris (brush and tree trimmings) and bi-monthly, Village-wide bulk trash pick-ups. (see attached map). Four (4) municipal trash cans are to be emptied twice on week.

This is a five-day per week, Monday through Friday, commitment. Household trash shall be collected from the rear or side of each house twice per week on Mondays and Thursdays Yard debris will be collected Weekly on Mondays. Recyclable materials are collected weekly on Tuesdays. Bi-monthly Village-wide bulk trash collection will be collected the 2nd Saturday of the month in which the service is provided. Compensation shall be paid pursuant to the attached Bid Sheet.

I. Scope of Work

A. Household Trash Collection

1. *Frequency and date of service:* Twice a week, **Mondays and Thursdays.**
2. *Items Included:* Household trash is non-recyclable material generated in or about the premises of a house. Household trash **will not include** garden or grass clippings, brush or tree trimmings, leaves, stones, firewood, building or demolition material (beyond one pound in weight), automobile tires, large discarded household items (such as furniture, refrigerators, and water heaters), recyclable mixed paper (i.e. newspaper, colored paper, cardboard), recyclable cans and bottles, and hazardous materials.
3. *Location of Household Trash:* Household trash is placed at the side, rear, or back porch of the home, within a garage, through gates that are to be opened and closed by the Contractor or in such similar places as the resident shall choose. Residents are responsible for ensuring gates and garage doors are unlocked and that dogs are not loose inside fenced areas where trashcans are located. The contractor is responsible for returning cans and lids to their original location and for closing any

gates or garage doors. Many corner properties have collection points on another street, and some are some distance from the numbered front of the house.

4. *Pick-up Route and Village demographics:* It shall be the responsibility of the Contractor to determine the preferred route for service delivery. A map of this Village is attached. There are 325 household and approximately 900 residents on 14 streets.
5. *Trash Containers:* It is the responsibility of the occupant or owner to provide sufficient containers for storage of garbage. Household trash is placed by the resident in an appropriate container, either a suitable paper or plastic bag placed in a plastic garbage can with a lid, or in a heavy-duty sealed plastic bag.
6. *Handling of Household Trash:* Trucks must be covered or enclosed to prevent blowing of the materials from the vehicle. Any material spilled must be immediately picked up and removed by the Contractor.
7. *Disposal of Household Trash:* The disposal service shall include transportation to the disposal site and payment of all tipping fees.

B. Yard and Tree Debris Collection

1. *Frequency and date of service:* Once a week, **Mondays**.
2. *Items included:* All yard waste including grass clippings, leaves, tree trimmings, and the like are placed in biodegradable, recyclable bags (Lawn and Leaf Bags). Tree limbs and plant stalks and the like may be placed in containers or securely tied in bundles. These items may not exceed four (4) feet in length or three inches in diameter.
3. *Location of Yard Trash:* Yard trash is placed at the curb in front of the home of the home and is picked up **Mondays**.
4. *Duration of service:* Yard debris collection is provided on throughout the year. Occasionally, additional service may be requested depending on the leaf fall, for an agreed upon additional cost per service day.
5. *Special Christmas Tree Collections:* Christmas trees will be picked up from the curb on at least two occasions in January; those occasions will be determined in coordination with the Village Manager.

C. Recyclable Materials Collection

1. *Frequency and date of service:* Once a week, **Tuesday**.

2. *Items Included:* All recyclable materials, co-mingled. Single-stream pick-up and processing of recyclables will be provided.
3. *Location Materials for Recycling:* Recyclable materials are placed at the curb for collection on **Tuesday** of each week. The Village of Martin's Additions provides Toters specifically for this purpose; the large container holds 48 gallons. Residents may use other containers in addition to the one provided by the Village.
4. *Handling of Recyclable Material:* The Contractor must use care in the loading and transportation of recyclable material so that glass breakage is minimal and none of the material is scattered or spilled either on private property or public streets. Any material spilled must be immediately picked up and removed by the Contractor.
5. *Disposal of Recyclable Materials:* The Contractor must deliver recyclable materials to the recycling facilities that process the material in single stream fashion. Recyclable materials shall not be disposed of as general refuse unless the materials cannot be processed for recycling because of breakage, contamination, or other physical reasons.
6. *Route Specifics* are left to the discretion of the Contractor.

D. Municipal Trash Receptacles.

1. *Frequency and Day of service:* Twice Weekly with the household refuse collection scheduled, **Mondays and Thursday.**
2. *Items included:* Four (4) municipal public trash cans located in the commercial area of the Brookville Market on Brookville Road.

E. Bulk Trash

1. *Frequency and Day of service:* Bi-Monthly on the **2nd Saturday of the month** in which the service is provided.
2. *Items Included:* Materials included: appliances (with doors removed for safety), furniture, yard tools, rolled rugs, games and bikes. Acceptable major appliances are refrigerators, stoves, dishwashers, washing machines, clothes dryers, window air conditioners, and used food freezers. All Freon must be removed from appliances and tagged by a certified plumber as Freon-fee. Acceptable building fixtures are sinks, laundry trays, bathtubs, metal shower stalls, toilet bowls, water heaters and gas furnaces. Gutters/down spouts, fence pieces, and swing set pieces are to be less than 6' long, 3" diameter, and only one trash container of building or construction materials will be accepted per household.
3. *Location of Bulk Trash Items:* Bulk items are placed at the curb for collection.

4. *Route Specifics* are left to the discretion of the Contractor.

II. General Conditions

- A. **Holidays:** The following holidays will be observed by the Contractor: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Trash not collected on a holiday will be collected on the next regularly scheduled service day with the exception of Thanksgiving and Fourth of July (when July 4th falls on a service day). For example, if the holiday falls on a Monday, full collection of the Monday-Thursday route will be made on Thursday. In the case of the two exceptions (Thanksgiving and July 4th) the trash will be collected the following day when July 4th falls on a service day.
- B. **Severe-Inclement Weather:** The Contractor is not required to pick up on days that Montgomery County suspends trash or recycling collection operations. Trash and recycling not collected on inclement weather days will be collected on the next regularly scheduled day.
- C. **Tipping fee:** All tipping and disposal fees will be paid by the contractor.
- D. **Service Guarantee:** All missed pick-ups must be addressed and recovered within 24 hours of report to Contractor.
- E. **Point of Contact:** One point of contact shall be designated at the company to coordinate with the Village manager.
- F. **Term of contract:** Three (3) years.

Bid Sheet

Village of Martin's Additions
Household Trash, Recycling Yard Debris and Bulk trash Collection

Bids must be received by **5:00, Monday June 15, 2015** at the Village of Martin's Additions Office, 7013 B Brookville Road, Chevy Chase, MD 20815

Total Annual Cost: All services: Year 1: _____

All services: Year 2: _____

All services: Year 3: _____

If the Contractor fails to timely collect refuse and/or recycling in accordance with the Scope of Work, then an amount equal to one full day's collection costs, in the following amount: \$ _____, shall be due from the Contractor to the Village for each calendar day that the refuse and/or recycling goes uncollected. This amount may be deducted by the Village from any monies due to the Contractor, not as a penalty, but as liquidated damages. The liquidated damages provided for herein are for the inconvenience and disruption to the Village and the public caused by the Contractor's untimely performance.

Printed Name

Signature

Title

Company

Address

Phone

City, State, Zip

Fax

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES, as of the July 1, 2015 (this "Contract") by and between the Village of Martin's Additions, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "Village," and _____, hereinafter referred to as the "Contractor," having an address at _____.

WITNESSETH:

WHEREAS, the Village desires to retain a contractor to provide the services more particularly described in the scope of work attached hereto and made a part hereof and identified as Exhibit 1 (the "Scope of Work"); and

WHEREAS, the Village desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Contractor agrees to supply services described and be bound by the terms and conditions set forth in the Scope of Work, provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.

2. **DURATION.** This Contract shall be in effect from July 1, 2015, through and including June 30, 2018, unless terminated as provided for herein.

3. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Contract. Accordingly, if the Contractor fails to timely collect refuse and/or recycling in accordance with the Scope of Work, then an amount equal to one full day's collection costs, at the agreed upon rates set forth on the Bid Sheet, shall be due from the Contractor to the Village for each calendar day that the refuse and/or recycling goes uncollected. This amount may be deducted by the Village from any monies due to the Contractor, not as a penalty, but as liquidated damages. The liquidated damages provided for herein are for the inconvenience and disruption to the Village and the public caused by the Contractor's untimely performance.

4. **COMPENSATION.** The Contractor shall be paid in accordance with the Scope of Work. Payment shall be made within thirty (30) days of receipt of an invoice, unless a longer period is provided in the Scope of Work.

5. INVOICES. Requisitions for payment shall include a complete description of the services rendered by the Contractor, providing the dates services were rendered, and a description of services rendered.

6. SALES TAX. If Contractor is to be reimbursed for supplies or materials according to the Scope of Work, no sales tax is to be charged by the Contractor to the Village government for supplies or materials furnished in the performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. _____, a copy of which is attached hereto as Exhibit 2, will apply to all such transactions.

7. INDEPENDENT CONTRACTOR. The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Village, nor shall any of the Contractor's employees or agents be subagents of the Village.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment.

9. REVIEW BY VILLAGE. The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village.

10. INDEMNIFICATION OF THE VILLAGE. The Contractor shall indemnify and save harmless the Village, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Village in such amount as may be considered necessary by the Village until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Village.

11. DAMAGE TO PROPERTY. The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Village.

12. TERMINATION FOR CONVENIENCE. The Village may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the Village as provided in this section, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13. TERMINATION FOR CAUSE. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Village shall

thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of this Contract by the Contractor, and the Village may withhold any payments for the purpose of setoff until such time as the exact amount of damages due the Village from the Contractor is determined.

14. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

15. **LICENSES AND PERMITS.** The Contractor will be responsible for obtaining and maintaining any and all licenses and permits pertaining to performance of services under this Contract.

16. **SUBCONTRACTING.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the services shall include: 1) a description of the services to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors, and omissions of subcontractors and their employees and the Village shall be named as an insured party.

17. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole and absolute discretion.

18. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

19. **CAPACITY TO PERFORM.** The Contractor, by executing this Contract, represents that all equipment necessary for providing the described services is in working order,

that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

20. PERSONNEL, EQUIPMENT, AND MATERIALS. The Contractor shall furnish the necessary supervision, crew, equipment, and all materials and/or supplies, as may be required for efficient and safe execution of the services.

21. STANDARDS OF WORK. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that the services being performed under this Contract are completed in the best way and in the most expeditious and economical manner consistent with the Village's best interests. All services shall be performed in a neat and workmanlike manner by trained and experienced personnel.

22. SUSPENSION OR STOPPAGE OF WORK. The Village may suspend the services of the Contractor, in whole or in part, for each period or periods as it may deem necessary in its sole discretion due to unsuitable weather or such other conditions considered unfavorable for proper prosecution of the services, or for such time as is necessary to avoid interference with other activities or events in the Village. The Contractor shall not suspend or stop work which has been ordered by the Village without first obtaining proper authority to do so.

23. INSURANCE.

(a) The Contractor, within five (5) days following the execution of this Contract and prior to commencement of any work, shall furnish to the Village proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the expense of the Contractor during the entire performance period of this Contract or any renewal or extension thereof.

(1) WORKERS' COMPENSATION covering all operations in the State of Maryland for the proper hazard classifications (which shall be specifically listed on the certificate of insurance) for the anticipated work with limits as established by statute; and

(2) COMPREHENSIVE GENERAL LIABILITY INSURANCE: (i) Bodily Injury for each occurrence \$800,000/\$800,000 aggregate; (ii) Property Damage for each occurrence \$800,000/\$800,000 aggregate; and (iii) Automobile Combined Coverage - fleet operations \$800,000 total.

(b) The Contractor shall also furnish to the Village a Certificate of Insurance in like amounts for any approved subcontractor prior to commencement of performance of such subcontractor's personnel or entry of equipment in the Village.

(c) All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or the Village arising out of such accidents shall be reported promptly to the Village Manager or other official designated by the Village Council.

24. **ENGLISH LANGUAGE.** The Contractor shall appoint one or more crew members or supervisors to act as liaison with the Village and emergency service personnel. All liaisons shall be fluent speakers of both English and the Contractor's and/or subcontractor's employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

25. **TELEPHONE NUMBERS.** The Contractor shall furnish the Village with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business day and an emergency number where a representative can be reached at night or on weekends and holidays.

26. **ACCURATE INFORMATION, ACCOUNTING AND AUDIT.** The Contractor certifies that all information provided in response to the request for proposals or invitation to bid or that will be provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to this Contract. Any false or misleading information is a ground for the Village to reject a bid or to terminate this Contract and to pursue any other appropriate remedy. The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

27. **TERMS AND CONDITIONS.** The terms and conditions of this document govern in event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or oral statements by the Contractor unless the same are accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

28. **INTERPRETATION.** Any questions concerning conditions and specifications shall be directed in writing to the Village Manager or other official designated by the Village. No interpretation shall be considered binding unless provided in writing by the Village Manager or other authorized official of the Village. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of this Contract.

29. **AUTHORITY OF THE VILLAGE MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under this Contract shall be decided by the Village Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Village Manager shall be final and conclusive unless an appeal is filed with the Village Council. The appeal shall be conducted pursuant to regular Council procedures or regulations promulgated by the Council.

30. **ERRORS.** The Contractor shall take no advantage of any error or omission in the Scope of Work. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.

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

32. **GOVERNING LAW AND FORUM SELECTION.** This Contract is executed in the State of Maryland, and any disputes under, arising out of or relating to this Contract shall be governed in all respects by and construed in accordance with the laws of the State of Maryland, excluding its conflict of laws rules. The Contractor, by execution of this Contract, agrees to submit to the exclusive jurisdiction of the Maryland state courts for any dispute(s) between the Contractor and the Village under, arising out of, or related in any way to this Contract (whether or not such dispute(s) also involve any other parties in addition to the Contractor and the Village), and further agrees that venue shall lie exclusively in Montgomery County, Maryland.

33. **MODIFICATION.** This Contract may be modified only by written instrument signed by both parties hereto.

34. **NOTICES.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for who it was intended if delivered or sent by registered or certified mail to the last address known.

35. **ENTIRE CONTRACT.** This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein.

36. **SEVERABILITY:** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

37. **NO WAIVER OF RIGHT:** The failure of the Village to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Village's right to subsequently enforce and compel strict compliance with every provision of this Contract.

38. **ENFORCEMENT.** If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

[signatures on following page]

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR:

By: _____(SEAL)
(signature)

_____, _____
Print name, title

VILLAGE OF MARTIN'S ADDITIONS

By: _____(SEAL)
Jean Sperling, Village Manager