

THE TOWN OF KENSINGTON

REQUEST FOR BID PROPOSALS

FOR

RESIDENTIAL TRASH COLLECTION

AND SINGLE STREAM RECYLING SERVICES

Issued by:

Town of Kensington

Pre-Bid Meeting

Thursday, October 13, 2016, AT 11:00 A.M.

Bid Submission Deadline

Thursday, October 27, 2016, AT 11:00 A.M.

Town Hall

3710 Mitchell Street
Kensington MD 20895

**TOWN OF KENSINGTON, MARYLAND
REQUEST FOR BID PROPOSALS
FOR RESIDENTIAL TRASH COLLECTION AND/OR
SINGLE STREAM RECYCLING SERVICES**

I. ADVERTISEMENT

Bids shall be addressed to Sanford W. Daily, Town Manager, for twice weekly residential trash collection, once per week collection and disposal of bulk trash, yard waste and **SINGLE** stream recyclables, and provision of recycling containers, for a period of three years, with three additional one year options, beginning, January 1, 2017 for the Town Hall and approximately 527 single family residences, and 26 street trash receptacles, as described in the specifications and other Contract documents.

Bids will be received at the Town of Kensington, 3710 Mitchell Street, Kensington, Maryland 20895, until Thursday, October 27, 2016 at 11:00 a.m., at which time and place they will be opened and read. **Bids must be submitted in hard copy.** Award of the Contract is subject to approval of the Mayor and Council of the Town of Kensington.

Copies of the Bidding Documents may be obtained at the Kensington Town Hall, 3710 Mitchell Street, Kensington, MD 20895 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday or will be sent by email upon request. The Request for Bid Proposals (“RFP”) will also be posted on the Town website, www.tok.md.gov. Addenda to the RFP will be posted to the Town’s website.

A pre-bid meeting will be held on **Thursday, October 13, 2016, at 11 AM** at the Town Hall.

The Town of Kensington is an equal opportunity employer. Discrimination based on age, race, sex, handicap, religion, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or other unlawful basis is expressly prohibited.

The Town of Kensington reserves the right to accept or reject any and all bids based on the best interests of the Town. The contact person for this project is:

Sanford W. Daily, Town Manager
Phone: 301-949-2424,
E-mail: swdaily@tok.md.gov.

II. INSTRUCTIONS TO BIDDERS

A. AVAILABILITY OF FUNDING/PROJECT SCHEDULING

The Contract for collection of residential trash and recycling services is being funded by the Town of Kensington, and must be approved by the Mayor and Council.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Work described herein shall be in accordance with the drawings, typical details, plans and specifications contained in the Contract Documents. All work must meet or exceed applicable standards established by the Town.

Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to be familiar with local conditions and on-going Contracts that may in any manner affect performance of the Work, (c) determine the actual conditions that will be encountered in the Work, (d) be familiar with Federal, State, County and local laws, ordinances, rules and regulations affecting performance of the Work; and (e) carefully correlate observations with the requirements of the Contract Documents.

The submission of a proposal will constitute an incontrovertible representation that the Bidder has complied with every requirement. Failure to inspect the site will not relieve the Bidder of the obligation to furnish the material, equipment, and labor necessary to carry out the work bid, and to complete said work for the consideration and in the time set out herein.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

C. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the attached Bid Form and shall be filled out in full, in ink or typed and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. Proposals made on any other than the Bid Form will not be considered. Any changes not approved by the Town Manager may cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Each proposal must be enclosed in an opaque, sealed envelope marked, "**2017 Residential Trash Collection and Recycling Services**", Town of Kensington, Maryland. Bids will be received at the Town of Kensington, 3710 Mitchell Street, Kensington, Maryland 20895 until:

October 27, 2016, at 11 AM

at which time they will be opened and read. The Town reserves the right to reject any and all bid proposals, to waive any requirements, and to accept all or part of any proposal, as considered to be in the best interests of the Town.

Documents to be submitted with bid include:

Bid Form
Information Regarding the Bidder
Affidavits
Certificate of Insurance

D. INVITATIONS TO BID A COURTESY

This invitation to bid may be sent as a courtesy to known interested companies. The receipt of this invitation to bid from the Town of Kensington in no way implies that the recipient is a qualified Bidder.

E. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing to the Town Manager. His phone number is 301-949-2424, and email is SWDaily@tok.md.gov. Replies to these inquiries shall be made in writing. The written responses become part of the Contract Documents and will be posted to the Town's website.

F. CONTRACT TERM

The Contract term is three years, with three additional one year terms at the Town's option. Provision for liquidated damages for failure to comply with Contract requirements is set forth in the Work Requirements. Time is of the essence to this Contract.

G. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the Town and the Town Manager. The work to be performed by the Contractor shall be to provide, on the days specified by the Town, twice weekly curbside residential trash collection and disposal for the Town Hall and approximately 527 single family dwellings, and 26 street trash receptacles, within the corporate boundaries of the Town of Kensington, and once per week curbside collection and disposal of single stream recycling, yard waste and bulk trash, as is more particularly set out in the Specifications. Limited Special Collections may be also required.

The Contractor shall bid as a single stream recycling program. The Town shall provide and own, and replace as necessary, the 65 gallon recycling receptacles for the 527

homes and for the Town Hall. Single stream recyclables consisting of recyclable glass, food and beverage containers (brown, green, and clear), aluminum foil and pie pans, aluminum food and beverage containers, ferrous (tin and steel) containers, rigid plastic containers (with #1 - #7 symbols), mixed bulk rigid plastics, such as plastic buckets, laundry baskets, etc and mixed papers to include: aseptic/gable top cartons, newsprint, old corrugated cardboard, magazines, catalogs, paperboard including cereal boxes, telephone books, printer paper, copier paper, mail, and all other office paper without wax liners, are to be generally collected as residential recycling.

When a collection day falls on a holiday observed by the Town, collection should be on the next business day, unless special arrangements are made in advance. Any missed pickups will be collected within 24 hours of notice being given to the Contractor by the Town. Contractor shall provide a call in number to report missed pickups.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

H. AWARD OF CONTRACT

The successful Bidder will be selected by the Mayor and Council of the Town of Kensington. In determining which proposal is best, the Town will take into consideration the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The Town reserves the right to reject any or all proposals, and to exercise in its sole discretion how to best serve the interests of the Town. The Town may waive any technicalities or formalities in determining how best to serve the interests of the Town.

Except where the Town exercises the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the Town.

The Town reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the Town.

I. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within ten business days after the award and submit such other Documents as required by the Contract Documents including bonds, and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the Bidder to whom the award is made shall fail to execute the Contract and bond hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsible Bidder, and such Bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the Town of Kensington may reject all of the bids, as its interest may require.

A Bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Town.

J. PROOF OF QUALIFICATIONS

The Bidder must certify that it is not barred from participation in contract activities with any government. Failure to submit such proof of qualifications, as required, shall be sufficient cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

K. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the Bidder, but in no way bind or limit the Town to the actual amount of work to be performed. The number of houses to be serviced is approximate only, and shall be increased or decreased during the term of the Contract based upon actual experience, with a resulting increase or decrease in the Contract price based upon the per unit Contract bid price.

L. POWER OF ATTORNEY

Attorneys in fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

M. UNBALANCED BID

Bidders are specifically warned against unbalancing their bids as this will render them liable for rejection.

N. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the Town may require, to revise or amend the plans and specifications prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all prospective Bidders.

O. RECEIPT OF ADDENDA

The successful Bidder will be required to provide a statement that he/she has received all addenda prior to submitting the bid.

P. PERMITS AND LICENSES

The successful Bidder shall obtain all permits and licenses required for the work to be performed under the Contract.

SPECIFICATIONS

DEFINITIONS:

Boundaries: All streets, roadways, etc., within Town limits as determined by the Town.

Bulk Trash Items: White goods (discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers or similar domestic appliances), and those items which cannot be collected with the trash and compacted by the trash truck compactor. Bulk items do not include bricks, heavy amounts of soil, large construction equipment, automobile parts and equipment or tires, which will not be collected.

Contract Documents: The agreement concerning the performance of the work as indicated or specified. The Contract includes specifications, the request for proposals, affidavits, accompanying drawings if necessary, proposals, general Contract conditions, Contract bonds, all supplemental agreements entered into, and all provisions pertaining to the required work.

County: Montgomery County, Maryland and its representatives as designated by this Contract or applicable State or County law.

Collection Day: Those hours between **7:00 AM and 4:00 PM** during which trash and recycling collections under this Contract are permitted.

Curb: The area bounded by the outer edge of the paved road or graveled road surface and limit of the Town right-of-way at the front property line. A curbed area may contain a concrete or bituminous curb at the edge of the pavement with an area of right-of-way from the curb face to the property line. In non-curbed areas a road shoulder, ditch, or grass section is normally present in lieu of the curb, which is considered to be the area between the outer edge of the pavement or gravel surface and the adjoining property right-of-way line. A trash/recyclable receptacle placed anywhere in this area is collectable under a curb service Contract.

Curbside Collection: A method of collection where residents of single family households place properly prepared trash and recyclables adjacent to the curb, but not on the street or other vehicular thoroughfares, for collection. Items shall be placed within six feet of the curb or road edge.

Dual Stream Recyclables: All items included in the definition of single stream recyclables, with the exception of mixed papers, which are separately set out for collection.

Receptacle: The container in which trash or SINGLE stream recyclables are placed.

Route: A number or grouping of homes regularly scheduled for trash collection on a twice a week basis as specified in this Contract.

Side Yard Collection: Residences designated by the Town for Special Collection will require the Contractor to retrieve such containers from the side yard and return said containers to the same location after emptying trash/recyclables into collection vehicles.

Single Stream Recyclables: Recyclable glass food and beverage containers (brown, green, and clear), aluminum foil and pie pans, aluminum food and beverage containers, ferrous (tin and steel) containers, rigid plastic containers (with #1 - #7 symbols), mixed bulk rigid plastics, such as plastic buckets, laundry baskets, etc and mixed papers to include: aseptic/gable top cartons, newsprint, old corrugated cardboard, magazines, catalogs, paperboard including cereal boxes, telephone books, printer paper, copier paper, mail, and all other office paper without wax liners.

Special Collections: That trash, recyclable, yard and bulk trash collections from the side yard furnished to households whose residents are unable to comply with curbside placement due to age or disability.

Single Family Dwelling: A dwelling designed for use by a single family, and up to five unrelated individuals, with either water or domestic light and power services being supplied thereto.

Specifications: All provisions and requirements contained herein, together with all written or printed agreements of instructions made or to be made pertaining to the method and manner of performing work.

Trash: Any putrescible solid and semi-solid animal, vegetable, or fruit waste, resulting from the production, handling, preparation, cooking, serving or consumption of food or food materials and any solid waste other than offal from homes.

Unacceptable Recyclable Materials: All toxic, infectious, and hazardous waste or substances, as defined by State and Federal law, construction and demolition debris, asbestos, free liquids, sewage, sludge, incinerator ash, waste oil and all other materials or combinations of waste materials which are prohibited by this Contract or applicable law from being delivered to the facility.

Unacceptable Refuse: This consists of items the Contractor is not required to collect, such as tree stumps, automobile parts, building and construction materials, stones, dirt, human or animal feces or waste, pathological waste, hazardous waste, unbundled tree limbs, tree limbs longer than 4' and larger than 3" in diameter, refrigerators, and air conditioners.

White Goods/Scrap Metal:

White goods constitute discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers or similar domestic appliances these items will be collected on a call basis. Residents can call to schedule a pickup by either the Contractor on a mutually agreed upon day scheduled for this service.

Yard Waste: Includes ashes, flower debris, grass trimmings, leaves, weeds, hedge trimmings, Christmas trees, and yard and garden residue. Tree limbs less than three (3) inches in diameter securely tied in bundles of no more than four (4) feet in length and weighing less than fifty (50) pounds. Leaves must be appropriately bagged or in containers.

A map of the Town is attached for additional information. Prior to the beginning of work under the Contract, Town personnel will escort Contractor for physical inventory of Town boundaries.

WORK REQUIREMENTS

The Contractor shall furnish all labor, materials, equipment and supervision to collect and properly dispose of the material collected in accordance with the following requirements:

A. The Contractor shall make all collections of household garbage and refuse in covered, water tight, non-leaking vehicles. Collections shall be made so as not to allow spilling of any garbage or refuse on public or private property. Any open type vehicles employed strictly for refuse collection shall be covered between points of collection and place of disposal by heavy canvas or metal. All laws and regulations of the State and Montgomery County applying to collection and disposal of trash and garbage shall be followed by the Contractor. The Contractor will pick up garbage and refuse from either the side yard or curb-side as further designated by this Contract. The Contractor shall properly dispose of any items subject to special regulation, such as air conditioners, refrigerators and the like, and shall comply with all regulations applicable to such disposal.

B. Except for the five (5) holidays designated below, the collection of trash shall be twice a week throughout the year on Tuesdays and Fridays. Single stream recycling shall be collected once per week. Yard Waste shall be collected once per week on Mondays. Bulk item pickups shall be scheduled one day a week during one of the scheduled trash days. The Contractor shall pickup bulk items on the designated day each week upon request from Town residents. The Town and Contractor shall work together to develop a reasonable method of notifying Town residents of the day scheduled for pickup of bulk items and the telephone number for residents to call to schedule pickup. Collection days may be changed upon agreement between the Town and the Contractor.

Collection shall be curbside, unless designated by the Town Manager as a special collection. No collection will be made on the following holidays:

New Year's Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

When a collection day falls on a holiday observed by the Town, collection should be on the next business day unless special arrangements are made in advance. No daily collection will start prior to 7:00 AM nor continue after 4:00 PM.

In the event collection of material under this Contract is not practicable for any period, Contractor shall resume such collection of materials without unnecessary delay by completing its customary daily route, in its entirety, on such next occurring Collection Day with respect to which collection is practicable. In the event Contractor fails to complete its daily route, Contractor shall resume collection of materials by completing its customary daily route, in its entirety, on such next occurring Collection Day.

C. The Contractor shall extend all collection services to new single family dwellings in the Contract area at the Contract unit price. Contractor must promptly advise the Town Manager of any increase or decrease in the number of such dwellings within the month collections are commenced or cease. The Contractor will not be paid for the addition of new houses until the

month of notification. Failure to provide notification of a decrease in the number of residential units shall result in the assessment of liquidated damages in the amount of twice the monthly rate per unit for each thirty (30) day period the Contractor fails to notify the Town Manager. The Contract price shall be increased or decreased, based upon the Contract unit price, by the number of residential dwellings that have been added to or deleted from collection.

D. The Contractor shall collect all items of garbage, trash, refuse, rubbish, bulk trash, yard waste and recyclables when properly placed in regulation containers, plastic bags, bundles, etc., and normally generated by the households served. Each receptacle shall be placed at curbside for collection, except for Special Collections. Receptacles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians, and within six feet of the edge of the curb or road.

E. The Contractor shall provide single stream recycling. The Town has provided and will provide replacement recycle bins, as necessary, for all single family homes in the Town and the Town Hall during the duration of this Contract. Recycling bins will be toter type, minimum 65 gallons.

The Contractor will notify the Town of any such addresses where the residents are contaminating recyclable materials with rubbish. The Contractor is required to place stickers on containers indicating reason for materials left behind and must notify the Town of such an event.

F. Collection points must be left free and clean of all household garbage, recyclables and other refuse by the Contractor after collection.

G. Failure to complete a daily route without a reason acceptable to the Town Manager, shall result in imposition of liquidated damages upon the Contractor totaling two percent (2%) of the monthly Contract value or \$100, whichever is larger, per day for each calendar day except Sunday for which a route has not been completed. Failure to complete a daily route will be determined to occur when more than ten percent (10%) of the homes scheduled for collection on the regular approved schedule for that day are missed by the Contractor.

H. Individual homes missed on a scheduled collection day shall be collected within twenty four (24) hours after a miss is reported to the Contractor. Liquidated damages in the amount of twice the individual monthly rate per missed home will be imposed upon the Contractor if the collection from a missed home is not made within twenty-four (24) hours of notification to the Contractor by the Town. (A telephone call by the Town to the Contractor's listed telephone number will suffice as notification).

I. The Contractor will be responsible for responding to all claims for damage to trash containers or other personal property from homeowners who allege such damages were caused by the Contractor or his personnel while in the performance of this Contract. Upon notification by the Town, that a complaint of property damage or loss has been filed, the Contractor will have a maximum of two (2) weeks to contact the homeowner and attempt to resolve the claim. In the event the Contractor does not contact the homeowner and attempt to resolve the complaint within this time, the Town may investigate the complaint and determine

its validity. Continued failure by the Contractor to contact homeowners for settlement of claims may be the basis for termination of this Contract.

J. The Contractor shall return trash and recycling receptacles to the area from which collected. All gates used for access to special collection side yard pickups will be secured. Indiscriminate shortcuts over private property such as lawns, fences, hedges, etc., will be avoided. If containers are placed for collection in a special container cart or in a side yard refuse enclosure, the Contractor will return these cans to their original locations in an upright position. During refuse collection activities, any glass, oil, liquids, or other items that may be broken, spilled or dropped by Contractor personnel or equipment either on the private property or roadway will be thoroughly cleaned by the Contractor. For special collections, failure to return trash or recycling receptacles to their point of original collection will constitute a missed collection.

K. The Contractor shall be back-charged during the next succeeding month for any sums due under G, H, I or J above. The Contractor will maintain an office or telephone service and be available for telephone contact by the Town Manager, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on the holidays listed as exemptions in Paragraph B above.

L. The Town Manager shall provide a detailed listing of the dwellings to be served within the Contract area by street address. Days of collection shall be agreed between the Town Manager and the Contractor. [The sequence of collection by street and routing of vehicles shall follow the schedule provided by the Town, which is attached to this RFP. The sequence of collection may be revised periodically by the Town as needed.](#) Recyclables, bulk trash and yard waste are to be collected on the same day as trash, unless otherwise agreed upon with the Town.

The Contractor agrees to collect bulk trash weekly, which shall be scheduled one day per week on a designated day. The Town Manager and the Contractor shall work together to develop a reasonable method of notifying residents of the schedule for the pickup of bulk trash and phone number to call to schedule a pickup. Generally, scheduling calls shall be handled by the Town. The Town shall compile a list of scheduled pickups and furnish it to the Contractor no later than the day before the set pick-up day. The Contractor shall not be required to pickup more than two large items from a dwelling per week.

M. The detailed listing of dwellings to be served will be field checked and verified by the Town Manager. Any discrepancies in the listing will be resolved to the mutual satisfaction of the Town Manager and Contractor. Any payments due to the Contractor shall be withheld pending the receipt and verification of this list.

N. The Town agrees that as compensation for the trash, yard waste and bulk trash collection and disposal services, it shall pay the Contractor monthly on a per unit basis.

O. Work under this Contract shall include transportation to and disposal of all trash and recycling.

P. The Contractor shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury - \$1,000,000.00 for each occurrence/\$2,000,000.00 aggregate; property damage - \$500,000.00 for each occurrence/aggregate) and automobile fleet insurance (\$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.) The Contractor shall name the Town as an additional insured on said policies of insurance with an additional insured endorsement, and shall provide Certificates of Insurance and additional insured endorsement before starting work under this Agreement.

TO BE SUBMITTED WITH BID

BID FORM

Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

BID DUE DATE & TIME: Thursday, October 13, 2016, at 11 AM

BID TITLE: "2017 Residential Trash Collection and Recycling Services"

Sir/Madam:

The _____
(To be filled in by bidding company)

Hereby submits the following proposal for the collection of trash, bulk trash, recycling and yard waste.

Having carefully examined the Request for Bid Proposal, the General Terms, the Specifications, the proposed Contract, and Numbered Addenda _____, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the Contract documents, for the stipulated sums as follow:

BID CATEGORY I – TRASH COLLECTION

CONTRACT PRICE FOR COLLECTION AND DISPOSAL OF TWICE WEEKLY TRASH FROM TOWN RESIDENCES, TOWN HALL, AND 26 STREET TRASH RECEPTCLES.

527 UNITS, TOWN HALL AND 26 STREET TRASH RECEPTACLES X PER UNIT PRICE = CONTRACT PRICE FOR:

2017 _____

2018 _____

2019 _____

For option years:

2020 _____

2021 _____

2022 _____

SURCHARGE PER DWELLING UNIT FOR SPECIAL COLLECTIONS if any:

\$_____ per unit

BID CATEGORY II - RECYCLING

ONCE WEEKLY COLLECTION AND DISPOSAL OF SINGLE STREAM RECYCLABLES

527 UNITS PLUS TOWN HALL X PER UNIT PRICE = CONTRACT PRICE FOR:

2017 _____

2018 _____

2019 _____

For option years:

2020 _____

2021 _____

2022 _____

BID CATEGORY III – YARD WASTE WEEKLY COLLECTIONS

ONCE WEEKLY COLLECTION AND DISPOSAL

PRICE PER UNIT FOR COLLECTION AND DISPOSAL OF YARD WASTE:

2017 _____

2018 _____

2019 _____

For option years:

2020 _____

2021 _____

2022 _____

BID CATEGORY IV – BULK TRASH

PRICE PER UNIT FOR COLLECTION AND DISPOSAL OF BULK TRASH /SPECIAL PICK UPS:

2017 _____

2018 _____

2019 _____

For option years:

2020 _____

2021 _____

2022 _____

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of **one hundred twenty (120) calendar days from the proposal opening date**, and that, if the under-
signed is notified of acceptance of this proposal within this time period, the Bidder shall execute a Contract for the above stated compensation in substantially the form as attached to this Request for Bid Proposal.
- C. The Bidder must bid on all of the separate bid categories.
- D. The Bidder shall quote all prices in whole dollars. Should the Bidder fail to quote accordingly, the Town will round up or down to the nearest dollar of all prices quoted.

(Hauler's License No.)

(Date Issued)

Federal Employer Identification Number (or Social Security No. if no FEI No.)

Person in Charge of the Service:

Name: _____

Telephone number: _____

Signature of Representative: _____

Authorized to Submit Bid for: _____

Title: _____

TO BE SUBMITTED WITH BID

NON-COLLUSION AFFIDAVIT

_____, being duly sworn on oath, deposes and says:

That he/she is the _____
(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____(SEAL)
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

- (1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
- (6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
- (7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

INFORMATION REGARDING THE BIDDER

Town of Kensington

1 .Name: _____

Individual/partnership/corporation

Address: _____

Phone: _____

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER

If you need more space please attach a supplemental page to this form.

3. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of our contact with each.

4. Identify all subcontractors that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2016.

Name of company/individual

By: _____