

N O R T H E A S T M A R Y L A N D
W A S T E D I S P O S A L A U T H O R I T Y
I n v i t a t i o n f o r B i d s (I F B)

PROJECT: Baltimore City – Litter Abatement at Various City-Owned and Operated Solid Waste Facilities

AGREEMENT NO. 2-2024 LITTER PICKUP

ADVERTISEMENT DATE: January 31, 2024

BID DUE DATE / TIME: February 22, 2024, 12:00 PM

BID LOCATION: ELECTRONIC SUBMISSION VIA EMAIL ONLY
(see Section III. Below)

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a contractor to provide one (1) year of on-call complete litter pick-up at one or more of the following Solid Waste Facilities (SWF) in the City of Baltimore (City).

- Northwest Transfer Station – 5030 Reisterstown Road, Baltimore, MD 21215
- Sisson Street – 2840 Sisson Street, Baltimore, MD 21211
- Reedbird – 701 Reedbird Avenue, Baltimore, MD 21225
- Bowleys Lane – 6101 Bowleys Lane, Baltimore, MD 21206

There are two, one-year extension terms that can be exercised at the sole discretion of the Authority. The callouts under this agreement are estimated at total **twenty (20)** workdays in a calendar year. There is not a guarantee as to how often service will be requested. Callouts for service will be subject to weather and other conditions. Each call-out is for minimum one full 8-hour day.

This IFB is for an exclusive agreement. A litter pickup crew and supervisor (Crew) will be provided at the SWF upon 72 hours or three (3) business days' notice. The Crew is to have a minimum of five (5) members plus a supervisor. The Contractor is to provide the following:

- transportation to and from the SWF;
- hand picker tools;
- proper and functioning personal protective equipment (PPE).
 - At a minimum PPE is to include puncture resistant boots, puncture resistant gloves, long sleeve shirts and long pants, suitable head covering and safety glasses;
- a first aid kit;
- containers for potable water; and
- trash bags - paper and compostable material, typ. 30-gallon volume.

The Contractor shall provide a schedule of progress for completing the site (e.g., a map of the site with Day-1, Day-2, Day-3, etc. marked out). This map will be generated in consultation with the Site Supervision and will be used by the City to spot waste collection sites.

In general, the areas to be patrolled at the SWF include all grassy areas, paved areas and stormwater drainage features. The area of work can be approximated by the drainage area boundary shown in the Site Maps for each facility that are attached to this IFB. The exact limits of work are defined by the Site Supervisor at each call-out. No collection will take place at the tipping floor of the Northwest Transfer Station or areas undergoing construction. The Contractor will be required to submit daily work pictures and bag counts to Site Supervision when services are provided. The Contractor shall dispose all collected trash at the site-specific designated location by 3:30 PM each workday. The Contractor will not be charged for disposal.

This IFB sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the Authority. All referenced times noted in the IFB are local time, Baltimore Maryland.

II. ISSUING OFFICE and AUTHORITY CONTACT INFORMATION

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
410.333.2730

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be directed to the Authority by email (procurement@nmwda.org) or fax (410-333-2721), with the Subject heading "Baltimore SWF Litter Abatement Procurement," on or before 4:00 PM on February 12, 2024.

III. BID DUE DATE

The Bids must be submitted via email to procurement@nmwda.org by 12:00 PM February 22, 2024. There will not be a public bid opening. Unofficial results will be posted to the Authority's website at www.nmwda.org within 5 business days of the Bid Due date.

Contractors are responsible for assuring that their electronic bids are submitted and received by the Authority by the scheduled Bid Due Date and Time.
Oral and mailed bids **will not be accepted.**

Bids, requests for withdrawals, and modifications not received by the time and at the location indicated will be deemed late and will not be considered.

PRE-BID MEETING

A non-mandatory pre-bid meeting will take place at the Northwest Transfer Station on February 8, 2024 at 10:00 AM. A brief site tour will follow. We will then drive to the other locations in the following order: Sisson Street, Reedbird, and Bowleys Lane. Proper Personal Protection Equipment (“PPE”) will be required to participate in the site tour (closed toe shoes, long pants and long-sleeve tops). Please RSVP to procurement@nmwda.org or to 410.333.2730 no later than 4:00 PM on February 6, 2024. Site plans for each location are included in the IFB.

IV. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Authority may, however, request Contractors to extend the time during which it may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the term of the agreement.

V. PROCUREMENT METHOD

The Authority is soliciting bids in accordance with the requirements and allowances set forth in the Code of Maryland Regulations, Section 14.13.01.

The award will be based upon the lowest price from a responsive and responsible bidder.

VI. TERMS and CONDITIONS

- A. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of the agreement.
- C. Disputes. The Authority and the Contractor shall in good faith attempt to resolve any dispute or matter in controversy under the agreement. All disputes under the agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in Baltimore City, Maryland and in accordance with the laws of the State of Maryland. Pending resolution of a dispute, the Contractor shall continue to perform the agreement, as directed by the Authority.
- D. Changes. The agreement may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the agreement (including the agreement price).

- E. Termination for Default. If the Contractor does not fulfill obligations under the agreement or violates any provision of the agreement, and such default is not cured as set forth herein, the Authority may terminate the agreement by giving the Contractor written notice of termination. If an event of default is not cured by the Contractor within five business days of notice from the Authority, the Authority may terminate the agreement for cause. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority to damages incurred as a result of a breach of the agreement by the Contractor, including the cost to make alternative arrangements to obtain performance of the litter pickup services should the Contractor fail to provide the services in accord with the agreement. The Authority may terminate the agreement without incurring any liability to the Contractor, upon the occurrence of one any of the following conditions: (i) an event of default by the Contractor; (ii) the Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under the agreement; and (iii) the Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of the agreement. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance by the Authority of any obligation under the agreement, is the Authority liable or obligated in any manner to pay special, consequential, or indirect damages, or any other amount except as specifically provided in the agreement.
- F. Nondiscrimination. The Contractor shall comply with all applicable laws, including the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the Authority or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. Notwithstanding any other provision of the agreement to the contrary and subject to State law, the Authority may terminate the agreement and its obligations to the Contractor under the agreement at any time by giving the Contractor ninety days' notice of such termination. The Contractor will be entitled to payment by the Authority of reasonable, documented, previously unbilled expenses incurred as a direct result of the termination for convenience. In no event will the Contractor be entitled to any unearned fees or anticipatory profits.
- I. Prevailing Wage. All crew members working under this agreement shall be paid, at minimum, the City of Baltimore's Fiscal Year 2023 Prevailing Wage for General Laborers. The page listing the applicable wage rate is provided as an attachment in this IFB and the full Prevailing Wage list can be found at the City of Baltimore website: <https://civilrights.baltimorecity.gov/sites/default/files/2023%20Prevailing%20Wage%20rates.pdf>

The Authority reserves the right to review the Contractor's payroll records and/or to request and receive from the Contractor certified payroll records to ensure that this requirement is fulfilled throughout the contract. Changes to the Prevailing Wage rates in future fiscal years are not required to be paid without an accompanying change order to this agreement.

VII. DEFINITIONS

Litter – loose or whole or fragments of municipal solid waste that are not properly contained on the Site.

Litter pickup - Picking up by brooming, raking, grabbing or by hand of all litter from designated areas and the disposal of such matter at approved locations.

Site – means the City SWFs located at the following addresses:

- Northwest Transfer Station – 5030 Reisterstown Rd. Baltimore, MD 21215
- Sisson Street – 2840 Sisson St. Baltimore, MD 21211
- Reedbird – 701 Reedbird Ave. Baltimore, MD 21225
- Bowleys Lane – 6101 Bowleys Ln. Baltimore, MD 21206

Site Supervision – The Chief of Solid Waste Disposal Services for Baltimore City, or their designee who provides guidance to the contractor for the prosecution of the work.

VIII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

The Contractor shall respond to a call for litter pickup services within 72-hours (or 3 business days) from receipt of the call from Site Supervision. The Contractor shall work between the hours of 8:00 AM and 4:00 PM, Monday through Friday. If needed, the Contractor may request an extension of such operating hours to the contract manager/designee. Such request for extension of operating hours will be approved if warranted. No litter pickup shall be permitted on weekends, or State Administered Holidays (see: [State Holidays for the Year 2024 \(maryland.gov\)](https://www.maryland.gov/state-holidays)).

The Contractor is responsible for its own safety and the safety of others. The Contractor shall adhere to all Maryland Occupational Safety and Health (“MOSH”) or Federal Occupational Safety and Health Administration “OSHA” requirements. All PPE required by regulation shall be utilized. A draft Health and Safety plan shall be submitted to the Authority with the bid.

Materials shall be suitable for application and shall be approved on the qualified list for Maryland.

TERM of AGREEMENT and CONTRACTOR DUTIES

This Agreement will be for one (1) year of on-call litter pickup at the SWF in Baltimore City starting at the Notice to Proceed, with two (2), one-year extensions, each at the sole discretion of the Authority under the same terms and conditions. Notice to Proceed is anticipated to be provided on or after April 11, 2024.

The duties of the Contractor include, but are not limited to, the following:

Litter Patrol

- Litter pickup shall be done on all paved shoulder areas including areas around traffic islands (e.g., scales and roll-off containers) at all locations;
- Along all outside and median paved shoulders for the full length and width of the shoulder;
- Along all concrete median-barrier walls for the full length of the wall;
- Along and under all median-barrier guard rails for the full length of the guard rail where the guard rail is located in a paved median;
- Along all curbs in any of the above areas;
- Along all curbs paralleling and adjacent to the traffic lanes;
- On grassy areas at the SWF;
- At the base of property fencing or wall;
- In trees, shrubs, bushes, subject to safe access;
- In stormwater conveyance features, such as swales, downchutes and berms as long as there is no standing water;
- Adjacent to buildings and open structures;
- On compacted roads and gravel pathways.

The cleaning operation shall not include removal of materials in the following areas:

- areas undergoing construction;
- in stormwater control ponds;
- in features with standing water;
- in covered and uncovered manholes, vaults, and other confined spaces;
- in vehicles at the Site;
- inside of buildings.

In the event the Contractor locates large debris such as a sofa, mattress, appliance, etc. or animal carcasses, the Contractor personnel shall notify the Site Supervision to coordinate removal.

Work under the agreement will begin upon issuance of the "Notice to Proceed."

All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

- The Contractor shall provide its own equipment, labor, fuel, and any other materials necessary to complete the required work;
- The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees;
- The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under the agreement;
- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the agreement without the prior written consent of the Authority;
- All equipment and personnel shall move in the same direction as traffic at all times during all cleaning operations, unless otherwise directed by Site Supervision;
- The Contractor shall perform all handwork required to effectuate an efficient cleaning operation. The Site Supervision will have the right to identify for the Contractor those areas where handwork should be performed.

DEBRIS DISPOSAL

- The final disposal of debris collected during all cleaning operations shall be disposed of at locations as approved by the Site Supervision. No disposal on private property will be permitted;
- The Contractor shall comply with all applicable State and Local laws and ordinances related to the hauling and handling of such material, if required;
- All bags shall be empty upon arrival prior to performing any litter pickup.

WATER, POTABLE

- The Contractor is responsible for providing potable water for the Crew.

MAINTENANCE OF TRAFFIC

- Litter patrol shall not impede traffic at the SWF. Lane closure and traffic control measures are not anticipated as part of the work. The Contractor crew shall follow all safety and traffic control signage, direction, and other measures existing at the sites, as well as all applicable laws and regulations regarding traffic safety.

EQUIPMENT

The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.

The Crew shall have ready access to the following as provided by the Contractor on a daily basis:

- hand picker tools;
- proper and functioning personal protective equipment (PPE). At a minimum PPE is to include puncture resistant boots, puncture resistant gloves, long sleeve shirts and long pants, suitable head covering and safety glasses;
- a first aid kit;

- containers for potable water; and
- trash bags, paper and compostable material, typ. 30-gallon volume.

LOCATION OF WORK

Addresses of the Sites:

- Northwest Transfer Station – 5030 Reisterstown Road, Baltimore, MD 21215
- Sisson Street – 2840 Sisson Street, Baltimore, MD 21211
- Reedbird – 701 Reedbird Avenue, Baltimore, MD 21225
- Bowleys Lane – 6101 Bowleys Lane, Baltimore, MD 21206

A Site Map for each SWF is attached to this IFB.

WORK SCHEDULING

The Contractor shall leave the names and telephone numbers of two individuals who may be contacted at any time by the Site Supervision. The Contractor shall be prepared to begin operations no later than five days after Notice to Proceed, in general, and within five (3) business days thereafter when called upon by Site Supervision.

After the work has started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire task, as directed by the Site Supervision, is complete. The Authority reserves the right to discontinue use of the litter patrol at any time and the Site Supervision will make the sole determination as to whether the litter patrol is performing satisfactorily.

SEQUENCE OF WORK SCHEDULES

Prior to beginning work, the Contractor and the Site Supervision will discuss the sequence of operation prior to commencing litter pickup operations.

INSPECTION OF WORK

The City will monitor the Contractor's work performance on a daily basis. All areas cleaned by the Contractor shall present an appearance that is completely satisfactory to the monitoring inspector, and within the cleanliness guidelines of the Authority.

Any deficiency in the Contractor's performance shall be reported to the Contractor within 1 hour following completion of work, and such deficiencies shall be corrected by the Contractor no later than 24 hours following receipt of such notice.

In the event an improvement project is under construction or will be under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the required cleaning at the direction of the Site Supervision.

In no event will the Contractor be allowed additional compensation by the Authority for initial cleaning of a reentered road following rehabilitation or construction.

NOTICE TO CONTRACTORS

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Agreement Documents shall be requested, in writing, and delivered before 4:00 PM on February 12, 2024. All such requests must be directed to the Authority's email address at procurement@nmwda.org. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. All bid forms shall acknowledge the receipt of any Addenda issued for this IFB. The Authority will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this IFB and the name and address of the originator.

IX. CONTRACTOR QUALIFICATIONS:

Contractor shall have a minimum of two (2) years' experience in similar litter pickup services. Contractors submitting bids certify to the Site Supervision that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the agreement at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the date of "Notice to Proceed."

The following items are required to be included in the bid package to be considered responsive.

1. Contractor shall be eligible to conduct business in the State of Maryland, and shall provide a certificate of good standing with the State Department of Assessments and Taxation.
2. If applicable, Contractor shall submit copies of MBE/WBE certifications currently held in the state of Maryland for themselves or a participating subcontractor. A narrative description of subcontractor participation is required for any subcontractor intended to participate. The Maryland Department of Transportation ("MDOT") or City of Baltimore Certifications will be accepted. This documentation is only required if the Bidder or their sub-contractors are registered MBE or WBE firms by MDOT or the City of Baltimore. MBE/WBE participation is not a requirement of this contract, but is preferred.
3. Contractor shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three organizations for which the bidder provided similar services within the preceding 24 months. References may be checked prior to award. Any negative responses received may result in the bid being deemed not responsible.
4. Liability and Worker's Compensation insurances as detailed in section XII below.
5. Acknowledgement that the bid reflects the required City of Baltimore Fiscal Year 2023 Prevailing Wage rates.

6. Acknowledgement that the Contractor will comply with the requirement for 72-hour response time for call-outs.

CONTRACT REQUIREMENTS:

- This is a Lump Sum Job for a daily call-out, each with a duration of **one (1) to five (5)** consecutive workdays for each event. Contractor Shall Furnish all labor, supervision, materials, miscellaneous supplies, tools, rental equipment, safety items, transportation, and generally accepted items necessary to perform the work.
- All work shall conform to Federal, State, county and local codes, rules and regulations.
- Contractor must meet all Federal Environmental Protection Agency, OSHA, and Maryland Department of the Environment guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The Authority and Baltimore City will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.
- The Contractor shall guarantee all work included in the "Agreement" against any defects in workmanship; and shall satisfactorily correct, at no cost to the Authority or Baltimore City, any such defect that may become apparent within a period of one hour after completion of work.
- No sub-contractors shall be permitted to work under this contract without the prior written consent of the Authority.

Unsatisfactory Work:

- In the event the work performance of the Contractor is unsatisfactory; the Contractor will be notified by the Site Supervision and/or the Authority within one-hour of reported completion and be given one calendar day to correct the work. There will be no cost to the Authority for re-works.

X. PAYMENT:

Payment shall be made within net 30 days upon receipt of an acceptable invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable hereunder by the ninth day of the calendar month immediately succeeding the calendar month for which such amounts are payable. The statement or invoice shall be in a form acceptable to the Authority. Amounts invoiced are due 30 days after receipt of the invoice by the Authority. Each invoice shall set forth the amount of the service fee and any other charges payable to the Contractor for the applicable period, together with supporting documentation including, sufficient to allow the Authority to verify the Contractor's calculations.

All invoices must clearly describe the details of the services being paid including the date the goods or services were rendered, the date of the invoice and a unique invoice number. Each invoice must include the Contractor's name, remittance address and federal taxpayer identification number. Copy of the City Supervision, or designee, sign-off for the work is required. An original invoice must be submitted to the Authority at the following address:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730, Fax (410) 333-2721
Email: authority@nmwda.org

Basis of Award:

The award will be based upon the lowest price Total Bid among responsive, responsible bidders.

XI. LIABILITY AND INSURANCE REQUIREMENTS:

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide the Authority with proof of liability insurance and coverage before the contract is awarded as follows:

- A. The Contractor or Contractor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Authority and Baltimore City.
 - 1. Comprehensive General Liability

Broad Form, combined single limit of one million dollars and no cents (\$1,000,000.00).
 - 2. Worker's Compensation/Employee Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).
- B. Said certificate shall verify that the Authority and Baltimore City have been named an additional insured to the Contractor's or Contractor's above policies, that the insurer, at its own expense, will indemnify and defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor or Contractor contained in this contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and Baltimore City, Maryland, and their respective members, directors, officers, agents and employees from and against any and all liabilities, claims, suits, actions, losses, obligations, and

expenses arising out of or relating to Contractor's breach of the agreement, and/or Contractor's negligence or willful misconduct.

- C. Should the Contractor or Contractor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor or Contractor to provide insurance as described above.

If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Authority may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor or Contractor.

- D. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to "contract award".

XII. BID PACKAGE CONTENTS:

The bidder shall submit an original Agreement Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form. The bidder shall acknowledge receipt of any Addenda issued for this IFB.

Bid submissions must be:

- Emailed to procurement@nmwda.org with the Subject heading "Bid Submission – Agreement No. 2-2024 Baltimore City Litter Abatement.
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Agreement No. 2-2024 THE SWF LITTER PICKUP").

XIII. OPENING of BIDS:

Bids will be opened in accordance with the provisions in COMAR 14.13.01.09 at 12:10 PM on February 22, 2024.

XIV. DURATION / TERM OF THE AGREEMENT/PROJECT:

The duration / term of the contract is one (1) year from Notice to Proceed issuance with two (2) one-year extensions at the Authority's sole discretion. Pursuant to the Authority's procurement regulations and relevant case law, the Authority cannot enter into mutual extension agreements for procured services (see COMAR 14.13.01 and *Mayor and City Council of Baltimore v. Bio Gro Systems, Inc. (Md. 1984)*).

XV. ATTACHMENTS:

Agreement Bid Form - Attachment No. I (required with bid submittal)

**ATTACHMENT I - BID FORM - PAGE 1 of 2
INVITATION FOR BID 2-2024 THE SWF LITTER PICKUP**

This form is to be completed in its entirety and unaltered.

Name of the Company submitting this Bid: _____

The Bidder Acknowledges receipt of Addenda #(s) (write each addenda received): _____

**By initial below, the Bidder acknowledges the ability to respond to callouts within 72 hours.
Initial:** _____

**By initial below, the Bidder acknowledges that their Bid meets the Prevailing Wage rates of Baltimore City.
Initial:** _____

| Column A | Column B | Column C | Column D |
|---|-------------------------------------|------------------|--|
| Item | Total Crew Cost per Day (\$) | Quantity | Extended Price - Basis of Award |
| Price per Day - to provide one (1) full litter pickup day at a SWF, per specification. | \$ _____ | X 20 Days | \$ _____ |

NOTE:

a) Carry all amounts to 2 decimal places.

The Authority is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

**ATTACHMENT I – BID FORM – PAGE 2 of 2
INVITATION FOR BID #2-2024 THE SWF LITTER PICKUP**

This form must be completed in its entirety and unaltered.

REFERENCES: Give names and locations of three (3) places at which your organization has provided similar services in the preceding 24 months with the date work first commenced. Provide contact names and phone numbers.

| ORGANIZATION NAME & ADDRESS | START DATE | CONTACT | PHONE # |
|--------------------------------|---------------|---------|---------|
| 1. | | | |
| | | | |
| | | | |
| 2. | | | |
| | | | |
| | | | |
| 3. | | | |
| | | | |
| | | | |

For the Contractor:

Company Name & Address

City

State

Zip

Phone _____ Fax _____ Email _____

Representing the above Company

SIGNATURE

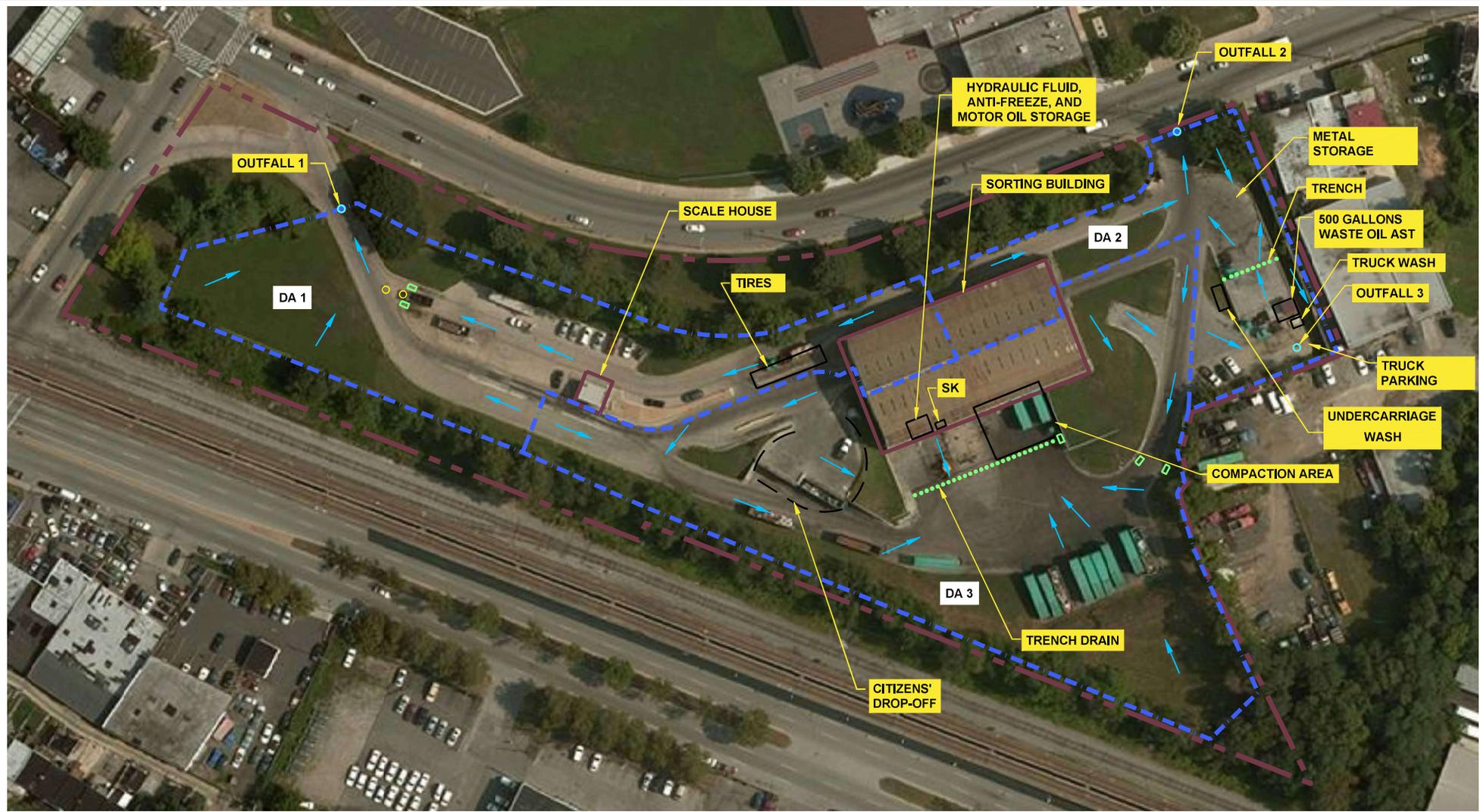
Print Name & Title

FEDERAL TAX ID NO. _____

DATE: _____

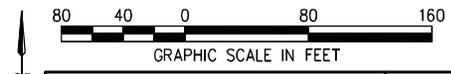
**ATTACHMENT II
SITE MAPS**

P:\Baltimore\City\170675 On-Call Solid Waste Services\170675 Phase 7 2019 SWPPP\Development\N\TS SWPPP\Drawg\Production\Figures\FIGURE-B-1_EXISTING CONDITION.dwg, Photoed: May 8, 2020



LEGEND

- | | | | |
|--|------------------------|--|--------------|
| | PROPERTY BOUNDARY | | INLET |
| | BUILDING BOUNDARY | | OUTFALL |
| | DRAINAGE AREA BOUNDARY | | MANHOLE |
| | FLOW ARROW | | TRENCH DRAIN |
| | | | SK |
| | | | SPILL KIT |



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SITE MAP
 STORMWATER POLLUTION PREVENTION PLAN
 NORTHWEST TRANSFER STATION

MARCH 2020
 1" = 80'
 170675-7

Figure
B

P:\Baltimore-City\170675 On-Call Waste Services\170675 Phase 7 2019 SWPPP Development\Sisson St SWPPP\Development\Figures\FIGURE-B-2_EXISTING CONDITION.dwg, Plotted: May 19, 2020



LEGEND

-  BUILDING BOUNDARY
-  DRAINAGE AREA BOUNDARY
-  FLOW ARROW
-  OUTFALL
-  INLET
-  SK
-  SPILL KIT



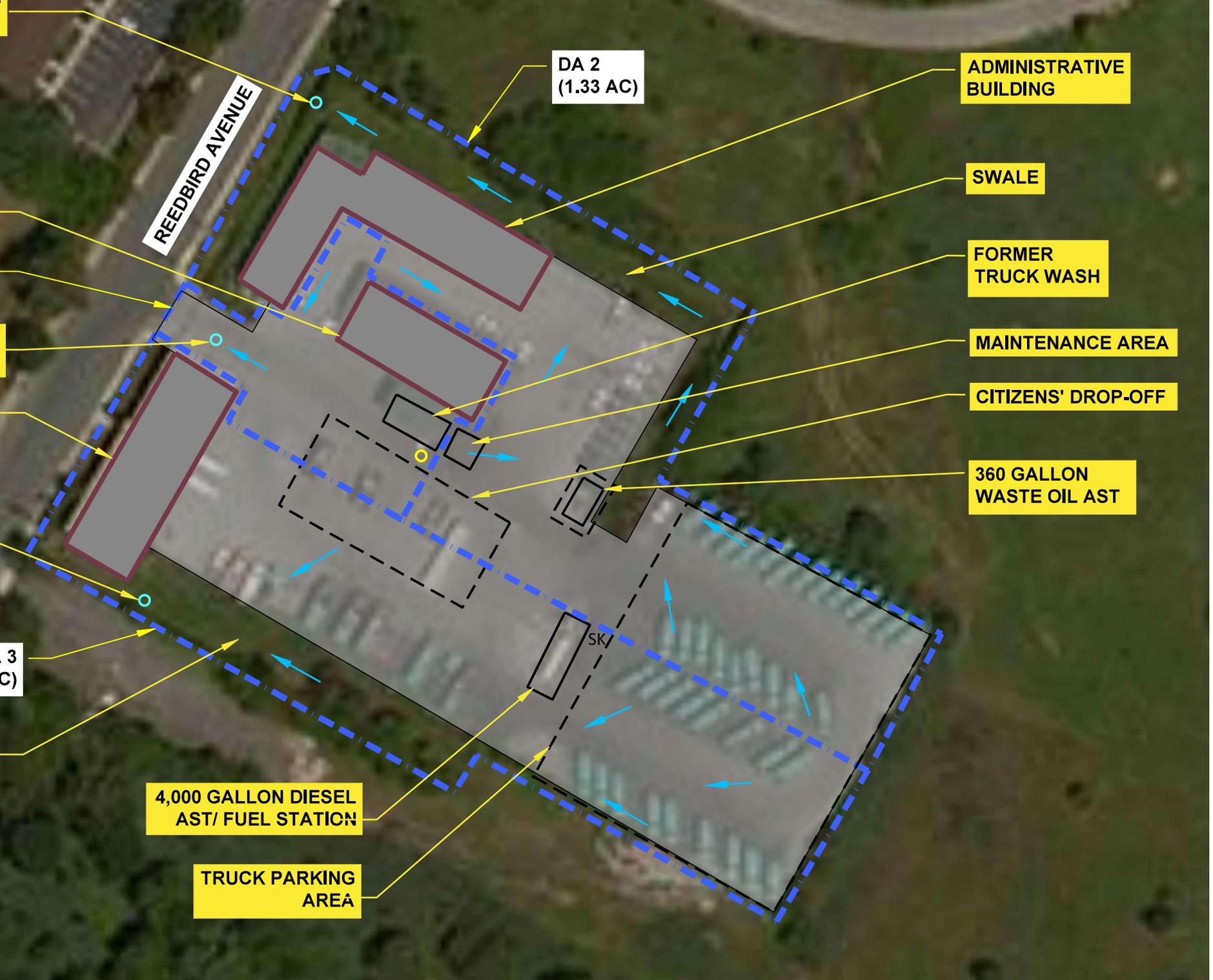
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SITE MAP
STORMWATER POLLUTION PREVENTION PLAN
SISSON STREET TRANSFER STATION

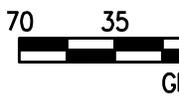
MARCH 2020
1" = 70'
170675-7

Figure
B-2

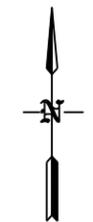
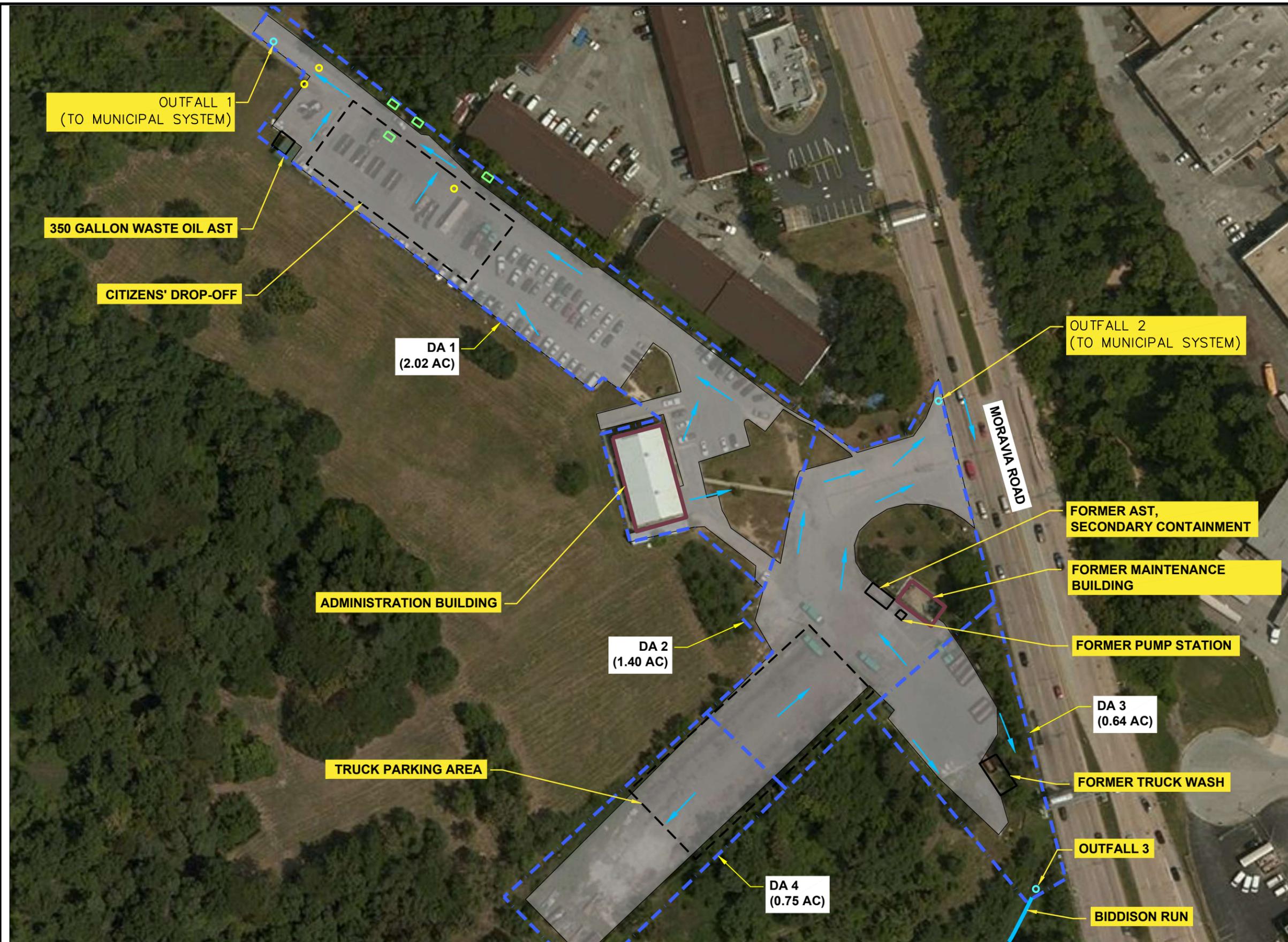


LEGEND

-  (Red line)
-  (Blue dashed line)
-  (Black dashed line)
-  (Blue arrow)
-  (Light blue circle)
-  (Yellow circle)
- SK**



P:\Baltimore City\170675 On-Call Solid Waste Services\170675 Phase 7 2019 SWPPP development\Bowleys Lane SWPPP(Drugs)\Production\Figures\FIGURE-B-2_EXISTING CONDITION.dwg Plotted: June 3, 2020



| LEGEND | |
|--------|-----------------------------|
| | BUILDING BOUNDARY |
| | DRAINAGE AREA BOUNDARY |
| | CITIZEN'S DROP OFF BOUNDARY |
| | FLOW ARROW |
| | OUTFALL |
| | MANHOLE |
| | SPILL KIT |

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SITE MAP
 STORMWATER POLLUTION PREVENTION PLAN
 BOWLEY'S LANE LANDFILL

| | |
|------------|------------|
| MARCH 2020 | Figure |
| 1" = 100' | B-2 |
| 170675-7 | |

ATTACHMENT III
PREVAILING WAGE RATE TABLE FOR CITY OF BALTIMORE

FISCAL YEAR 2023 PREVAILING WAGE RATES

CLASSIFICATION NO. 5

The following minimum hourly wage rates shall apply on all contracts in excess of Five Thousand Dollars (\$5,000), but not more than Three Hundred Fifty Thousand (\$350,000) for services, maintenance, repair and minor remodeling. All "Requirement Contracts" of the Bureau of Purchases shall also be performed under this classification regardless of amount. This classification applies to contracts for work described in Classification No. 1 that are in excess of Five Thousand Dollars (\$5,000), but less than One Hundred Thousand Dollars (\$100,000).

| JOURNEYMEN | HOURLY RATE | FRINGE BENEFITS | TOTAL |
|--|--------------------|------------------------|----------------|
| Asbestos Workers (Insulation Mechanics) | \$39.27 | \$18.77 | \$58.04 |
| Boilermakers | \$17.62 | \$6.96 | \$24.58 |
| Bricklayers & Stone Masons | \$34.00 | \$12.84 | \$46.84 |
| Carpenters/Piledriver/ Resilient Soft Floor | \$24.84 | \$11.90 | \$36.74 |
| Millwrights | \$27.96 | \$11.90 | \$39.86 |
| Concrete Mason/ Plasters | \$19.65 | \$3.24 | \$22.89 |
| Electricians | \$41.00 | \$18.84 | \$59.84 |
| Elevator Construction Mechanic | \$29.91 | \$14.23 | \$44.14 |
| Elevator Constructors | \$20.93 | \$14.23 | \$35.16 |
| Ironworkers | \$26.73 | \$14.29 | \$41.02 |
| Laborers | \$13.24 | \$9.42 | \$22.66 |
| Marble Masons | \$14.48 | 2.17 | \$16.65 |
| Painters | | | |
| - Bush & Trim | \$25.06 | \$9.86 | \$34.92 |
| - Spackling, Taping, Wall Covering | \$25.06 | \$9.86 | \$34.92 |
| - Spray, Structural Steel, Steam Cleaning and Sandblasting, Bridge | \$30.20 | \$9.40 | \$39.60 |
| Plumbers/Steamfitter/Pipefitter | \$41.92 | \$22.09 | \$64.01 |

APPROVED BY THE BOARD OF ESTIMATES

M. Amato

3/15/2023

Clerk to the Board of Estimates

MEMORANDUM

TO: Interested Parties

FROM: James Woods *JW*
Project Manager

DATE: February 15, 2024

RE: Addendum No. 1 to the Invitation for Bids – Baltimore City Litter Abatement at Various City-Owned and Operated Solid Waste Facilities, issued on January 31, 2024

A non-mandatory pre-bid meeting took place at the Northwest Transfer Station on February 08, 2024. The sign-in sheet from that meeting is attached.

Below are responses to questions from interested contractors:

1. On page 10 it states, "This is a Lump Sum Job for a daily call-out, each with a duration of one (1) to five (5) consecutive workdays for each event." So when filling out attachment 1 bid form for pricing is this contract only 20 days, or 20 call outs with the potential of working more than 20 days?

Response: The calculation on the bid form is the Crew Cost per Day (Column B) x 20 days = Extended Price - Basis of Award (Column D). The basis of award is based on days worked (estimated at 20 workdays), not on the number of call-outs.

2. For the PPE, does the crew require safety vests? If so, any specific class of safety vest? Also, as far as "suitable head covering", does this mean a hard hat?

Response: Any reflective safety vest meeting ANSI Class 2 or 3 standards is acceptable. Hard hats are required for all crew members at Northwest Transfer Station. Hard hats are not required for the other three sites.

3. Under "sequence of work schedules" specifically "the contractor and the site supervisor will discuss the sequence of operation prior to commencing litter pick-up operations". Is this just saying the site supervisor would tell the contractor where trash needs to be picked-up?

Response: Yes. And it may include information about areas to prioritize, or City operations or other Contractors on site that may impact the litter pickup operation that day.

410.333.2730 / 410.333.2721 fax / authority@nmwda.org
nmwda.org / Business-to-Business Recycling: mdrecycles.org
Tower II – Suite 402, 100 S. Charles Street, Baltimore, MD 21201-2705

Comprehensive Waste Management Through Recycling, Reuse, Resource Recovery and Landfill

MEMBERS:

Rhody R. Holthaus, Anne Arundel County / Vacant, Baltimore City / D'Andrea L. Walker, Baltimore County / Clifford J. Engle, Carroll County
Phillip S. Harris, Frederick County / Joseph J. Siemek, Harford County / Mark A. DeLuca, Howard County / Guillermo Wainer, Montgomery County
Charles Glass, Maryland Environmental Service / Andrew Kays, Executive Director



4. Please explain the “fringe benefits” in the prevailing wage rates.

Response: For reference, please see Baltimore City Code Article 5 Section 25-17 (a)(1)(ii) linked here:

[https://legislative.reference.baltimorecity.gov/sites/default/files/Art%2005%20-%20Finance_\(rev%2004-26-22\).pdf](https://legislative.reference.baltimorecity.gov/sites/default/files/Art%2005%20-%20Finance_(rev%2004-26-22).pdf)

5. Can the supervisor of the litter crew be paid the same as the crew or do they need to be paid more?

Response: *The Prevailing Wage job classification list does not have a classification for supervisor, therefore there is not a wage requirement for the supervisor.*

6. Under “inspection of work” it discusses deficiencies and how & when they will be corrected. Will the contractor be compensated once deficiencies are corrected, as long as they are within the guidelines of how and when?

Response: *The Contractor will only be paid for workdays completed and accepted by the Site Supervisor. The Contractor will not be paid for re-works when the cleanup is reported as deficient by the Site Supervisor. However, if more time is needed to complete the work than was estimated at the beginning of the call-out, the Contractor and Site Supervisor will discuss and agree to the extra time before the Contractor leaves at the end of a workday.*

7. Under “unsatisfactory work” it discusses the work performance of the contractor is unsatisfactory; the contractor will be notified.... Is this the same as above “inspections of work and deficiencies”?

Response: *See response to Question #6.*

8. Please clarify “lump sum job”. Does this mean the contractor would get a lump sum once the number of days is determined each time there is a call out?

Response: *The term “Lump sum” in this context means that all costs for crew labor, supervision, materials, transportation, etc. shall be included in the daily crew rate provided on the bid form.*

9. If one call out takes 5 days, does that count towards the potential 20 workdays, or is that considered one time?

Response: *Yes, a 5-day call-out would count 5 days against the 20 day contract total.*

10. Under the “inspection of work” where it talks about an improvement project being under construction or will be under construction during clean up, “that portion of a cleaning cycle will be deleted from the required cleaning at the direction of the site supervisor.” Does deleted mean the contractor just doesn’t get paid or does this basically negate the call out meaning that it doesn’t count towards a call out?

Response: *This paragraph refers to the case where another contractor has a different project on site, and they are responsible for the work and cleanup in their own work area. If that is happening when the Contractor is called out to cleanup a site, they would just avoid the area where the other contractor is doing their work.*

11. Under the same section, what constitutes a “re-entered road”?

Response: *The following sentence is deleted from page 9 of 16 of the IFB as it has no bearing on the work: “In no event will the Contractor be allowed additional compensation by the Authority for initial cleaning of a reentered road following rehabilitation or construction.”*

12. Is this the first time this solicitation went out for bid?

Response: *This is the second time this solicitation is out for bid.*

13. When was the last time this solicitation went out for bid?

Response: *The first solicitation was advertised Dec. 22, 2023. It was cancelled Jan. 22, 2024.*

14. How long has the current vendor had this contract?

Response: *This is a new contract.*

15. What is the current contract amount?

Response: *This is a new contract.*

Attachment

Northwest Transfer Station
 5030 Reisterstown Road
 Baltimore, MD 21215, 10 AM

**Baltimore City – Litter Abatement at Various City-Owned and Operated Solid Waste Facilities
 Pre-Bid Meeting at Northwest Transfer Station (Non-Mandatory)**

With subsequent visits to
 Sisson Street Yard 2840 Sisson St. 10:40 AM
 Reed Bird Yard – 701 Reedbird Ave.: 11:20 AM
 Bowleys Lane Yard – 6101 Bowleys Lane: 12:00 PM

| Name | Organization | E-mail | Phone |
|---------------------------------|--------------------------|-------------------------------|-----------------------------|
| JAMES WOODS | NMWDA | | 410-333-27030 |
| Kenneth Eyle Garrett masters | Eagle TRANSFER | tsisk@etsmd.com | 410-239-9366 |
| Sherree Rogo | SSMP | althea.sherree@gmail.com | 410-501-7286 |
| David CARTER | CARTER LANDSCAPING | cdarter1ndiscapesbo@gmail.com | 443-320-3474 |
| Michael Blater | Sparks Out STEEL, I.E | | 410 310-926-2977 |

Northwest Transfer Station
5030 Reisterstown Road
Baltimore, MD 21215, 10 AM

| Name | Organization | E-mail | Phone |
|--------------------|----------------------|----------------------|--------------|
| Jake Rosaschi | Bumble Junk | Jake@bumbleJunk.com | 443-292-9614 |
| E Diggs | Remac | Eric@Remac | 290-918-7300 |
| Michael Washington | WEG Construction LLC | INFO@THEVEG.LLC.COM | 443-651-9610 |
| Sten Manadey | ELIS | SMariadany@gmail.com | 443-392-1855 |
| | | | |
| | | | |