



# Invitation for Bids<sup>1</sup>

## Town of Coventry, Rhode Island

**Department:** Public Works

**Description:** “Residential Curbside Solid Waste Collection and Disposal Services” for an initial term of three (3) years

### **Bid Closure & Bid Opening**

Sealed Bid Responses<sup>2</sup> to this IFB shall be received until 11:00 a.m. on December 19, 2023 by the Town Clerk’s Office located within the Coventry Town Hall at 1670 Flat River Road, Coventry, RI 02816. The forgoing date and time shall mean and is the “Bid Closure”, which sets the hard deadline for the submission of all Bid Response documents.

Generally, the normal business hours for the Town of Coventry (hereinafter “Town”) are Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. and Town offices are closed on legal holidays recognized by the Town. Please consult the Town’s calendar on its website ([www.coventryri.gov](http://www.coventryri.gov)) for current information.

Bids shall be opened publicly and read out loud in the Town Council Chambers located at the aforementioned address on December 20, 2023 at 10:00 a.m. Each bid, together with the name of the bidder, shall be recorded and an abstract of each bid made available for public inspection. Subsequent to the awarding of the bid, all documents will be retained in accord with state law concerning public record retention (R.I. Gen. Laws §§ 38-1-1 et seq. and 42-8.1-1 et seq.) as well as all regulations promulgated by the Rhode Island Department Secretary of State ([www.ri.sos.gov](http://www.ri.sos.gov)).

Any bid received after the Bid Closure will not be accepted and will be returned to the bidder unopened. It is the bidder’s responsibility to ensure that its Bid Response is received in a timely manner in the Town Clerk’s office prior to Bid Closure.

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<sup>1</sup> Invitation for Bid may be hereinafter referred to as “IFB.”

<sup>2</sup> “Bid Response” documents or “Bid Responses” shall mean and include the “Bid Response Package”, which is published by the Town as part of this IFB, **and** shall include any supporting documentation prescribed herein or by law, and which may be necessary, ancillary and/or corollary to the bidder’s response being complete and responsive to this IFB.

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## INSTRUCTIONS TO BIDDERS<sup>3</sup>

This IFB and Bid Response form may be obtained in person at the Town Clerk's office during normal business hours or online at [www.coventryri.gov](http://www.coventryri.gov) November 17, 2023.

### **1. Bid Responses**

1. A bidder's Bid Response to this IFB must include: (1) IFB Response – Bid Form; (2) Vendor Responsibility Form with attachments provided by the vendor; (3) Equal Opportunity Employer Statement and Certification; (4) Non-Collusion Statement; (5) any and all supporting documents, as may be specified or required herein, submitted by the bidder to supplement the Bid Response; and (6) any and all documentation required by Coventry Code of Ordinances Chapter 56 § 11. The foregoing documentation shall constitute the bidder's entire, sealed, competitive bid proposal to the Town to provide the service(s) and/or good(s) requested by the Town in this IFB.
2. All Bid Responses must be provided in person, in hard copy, and in the Office of the Town Clerk. All Bid Responses must be in ink and have the original "wet" signature of the bidder or its duly authorized agent on all documents and forms requiring a signature. Under no circumstance will Bid Responses be accepted by any digital or electronic means, including but not limited to telephone, fax, or email.
3. Bid Responses shall be submitted in a sealed envelope large enough to accommodate all Bid Response documents and it shall be clearly marked "**Residential Curbside Solid Waste Collection and Disposal Services**" on the exterior of the envelope.
4. Bid Response documents shall include an original Bid Response, plus three (3) copies.
5. All Bid Responses will be accepted by the Town and reviewed by the Town in accord with all IFB Instructions, General Conditions, and any other specifications stated herein or attached hereto by the Town. Any departure from, exceptions to, or modifications of this IFB by a bidder must be noted by the bidder and fully explained, in its bid response.
6. Any communication of any kind and in any manner or medium with the Town that is not a Bid Response to this IFB should be marked, labeled, designated or entitled - "NOT a Bid Response" or "NOT a Bid" written on the envelope.
7. Bid Responses shall contain all necessary mathematical computations and figures. In

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<sup>3</sup> The terms "Bidder" and "Vendor" as may be used in this IFB and the Response Package are used interchangeably. The use of the term "Vendor" does not imply and is not intended to mean that a contractual or quasi-contractual vendor relationship exists between any Bidder and the Town.

addition, any prices and/or pricing set forth in the Bid Response should be stated in words and in numbers. The Town reserves its right to reject any Response to this IFB on the basis that pricing is not so stated or any Response in which there is a lack of agreement or congruity between the pricing as stated in words and the pricing set forth in numbers.

8. A bidder must itemize the pricing of each aspect of in the Bid Response, where applicable and whenever possible. In addition, the pricing and financial aspects of a Bid Response MUST be totaled when and where applicable by sub-total and by overall total amount. The Town reserves its right to make an award on the basis of total proposed amount of an IFB Response or by individually priced items in an IFB Response.
9. Each bidder's IFB Response shall, for individuals, state the full name and place of residence; and the names of persons or firms with whom the bidder is submitting a joint proposal. All bids made by a legally cognizable entity (i.e., LLCs, corporations, partnerships etc...) shall disclose the names and addresses of senior managers, shareholders, principals and anyone else holding an ownership interest in the entity.

## **2. Bidder and Bid Qualifications; Bid Evaluation**

Bidders and bid qualifications are evaluated by the Town in accord with R.I. Gen. Laws § 45-55-5(b), Coventry Home Rule Charter Art. X § 10.23, and the Coventry Code of Ordinances Chapter 56 § 11. The bid award will be based on the *lowest qualified evaluated bid*.

The Town reserves its right to conduct due diligence as it deems necessary to assess the bidder's performance capability, capacity, qualifications and any other criteria required by the IFB to provide the service(s) and/or good(s) requested in the IFB. At the Town's request, bidders shall furnish and any and all additional information and data as may be requested by the Town for its due diligence.

## **3. Required Attachments to the Bid Response**

Each Bid Response shall include the following:

- a. IFB Bid Response – Bid Form;
- b. Vendor Responsibility form;
- c. Equal Opportunity Employer form;
- d. Non-Collusion Statement;
- e. Vendor's proposed form of contract;
- f. Any other information that may be required due to the nature of the good(s) and/or service(s) to be provided; and
- g. Any and all information required by the Coventry Code of Ordinances Chapter 56 § 11.

## **4. Acceptance or Rejection of Bids; Town's Reservation of Rights**

The Town will accept or reject bids no later than ninety (90) days following the date on which bids are opened. The Town reserves the right to reject or accept any or all bids or portion thereof

where such acceptance or rejection would, in the Town's sole discretion, be in the best interest of the Town, and further reserves the right to reduce or modify the scope of the procurement/purchase of goods and/or services in order to meet funding limits, budget and scheduling constraints.

## **6. IFB Terms, Specifications and Questions**

Bidders must examine the IFB carefully as to the specification of service(s) and/or good(s) the Town is requesting. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, an inquiry shall be made in writing to the Town before the bid is submitted. The submission of a Bid Response shall indicate that the bidder thoroughly understands the terms of the IFB and specifications.

If a bidder has questions, requires additional information, or requires some clarification regarding the IFB, please contact (in writing ONLY via email) the following person at the Town no later than December 5, 2023 at 3:00 p.m.:

Kevin McGee, Director of Public Works, at [kmcgee@coventryri.gov](mailto:kmcgee@coventryri.gov)

## **5. Addenda – Individual and other Bidders**

Any bidder's specific due diligence is addenda that the bidder shall include as a necessary part of the bidder's Bid Response. Any addenda, including response(s) to bidders' questions, issued after the request for bids are distributed shall be covered in the Bid Response.

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## **GENERAL CONDITIONS**

### **1. Reservations**

- a. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- b. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- c. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require.
- d. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new bids; to proceed to do the work otherwise; or to abandon the work.

- e. If a Bid Response is made in collusion with any other bidder, then both bids will be rejected.
- f. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with General Laws of the State of Rhode Island.
- g. In determining the lowest qualified evaluated bid, cash discounts for payments less than thirty (30) days will not be considered.
- h. The Town reserves the right to award to one bidder, or to split the award among bidders.
- i. All bids will be disclosed at the formal Bid opening. After a reasonable lapse of time, tabulation of Bids may be seen on the Town's website ([www.coventryri.gov](http://www.coventryri.gov))
- j. As the Town is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- k. In case of error in the extension of prices quoted, the unit price will be considered.
- l. A vendor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any money hereunder, or its claim thereto without the previous written consent of the Town Manager.
- m. Delivery dates must be shown on the bid proposal. If no delivery date is specified, it will be assumed that an immediate delivery will be made.
- n. A certificate of insurance (hereinafter "COI") shall be required of a successful bidder within ten (10) calendar days of the contract award and shall be provided to the Town. The "Town of Coventry" shall be an *additionally named insured* in the title holder box of the COI.
- o. Bid proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Bidders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
- p. For contracts involving construction, alteration and/or repair work, the provisions of R.I. General Law § 37-13-1 et seq., concerning payment of prevailing wage rates apply.
- q. No goods shall be delivered, services provided or work commenced without Notice from the Town.

## **2. Disputes**

In cases of disputes as to whether a good, service or work quoted or delivered meets the IFB specifications, the decision of the Town shall be final and binding on both parties.

### **3. Failure to Deliver**

In the event the bidder fails to deliver, provide and/or perform the goods, services or work pursuant to the terms of the contract, the Town shall have the right to purchase and procure on the open market such goods, services or work specified in the and the Town shall be entitled to damages as a result of such failure.

### **4. Insurance**

The bidder shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the Town from any and all claims under Workers' Compensation Act, and from any other claims for loss or damages or for general injury or damage to property which may arise from vendor's operations under the contract; whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The COI shall be on an occurrence's basis.

The bidder shall name the Town of Coventry, 1670 Flat River Road, Coventry, RI 02816, as a certificate holder and additional insured to the required insurance policy and will furnish a COI to the Town within ten (10) calendar days from the date of award, but in no event later than the date of execution of the contract.

Specific minimum coverage limits are as follows:

1. Comprehensive Liability Insurance: Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the Town; NOT for supply only Contracts) for commercial general liability and broad form property damage coverage are to be no less than Five Million Dollars (\$5,000,000.00) occurrence/Five Million Dollars (\$5,000,000.00) aggregate personal injury and death and Five Million Dollars (\$5,000,000.00) property damage. Five Million Dollars (\$5,000,000.00) aggregate, where insurance aggregates apply.
2. Automobile Liability Insurance: Motor vehicle insurance meeting the requirements of Rhode Island law and covering every vehicle and driver involved in providing the services, in the following amounts:
  - a. Bodily injury liability with limits of \$500,000.00 each person and \$5,000,000.00 each accident.
  - b. Property damage liability with a limit of \$100,000 for each accident.
3. Workers' Compensation: Contractor shall maintain Worker's Compensation coverage for the duration of the contract. Evidence of coverage must be presented before the final contract is signed by the Town.

Failure to provide current insurance shall result in termination of the contract.

## **5. Indemnification**

The successful bidder/vendor will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons or damage to any property for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the bidder or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the Town in connection with such claim or liability.

Vendor further agrees to indemnify and hold harmless the Town from and against any and all liability in any way arising out of or related to bidder's operation and/or performance of its obligations hereunder. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of the bidder, its agents, subcontractors, and employees.

## **6. Inspections**

The Town has the right to inspect and test all goods, services, materials, equipment and machines called for by the contract, to the extent practicable at all times and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the provision of goods, services or work under the contract. If any of the goods, services, materials, equipment and machines or work do not conform to contract specifications, the Town may require the contractor to perform its contractual obligation again or provide replacement performance of the bidder's contractual obligations in conformity with contract specifications, at no increase in contract amount.

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### **TERMS APPLICABLE TO ALL CONSTRUCTION AND SERVICE IFBs**

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
2. Awards will be made within ninety (90) days of the IFB Response or bid opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
5. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act. If the successful bidder is exempt from compliance under the Worker's

Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.

6. Minority Business Enterprise (MBE) – Bidders must supply an MBE Action Plan which demonstrates that fifteen percent (15%) of the dollar value of the work performed shall be performed by MBE, WBE, or DBE where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available.

Bidders should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Laws § 37- 14.1-1, et seq. The mandate is for a minimum fifteen percent (15%) participation by MBE's in all municipal procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov), or visit website <http://www.mbe.ri.gov/>.

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## **BACKGROUND AND REQUIREMENTS SPECIFIC TO THIS IFB**

### A. General Background and Objectives

The Town is soliciting IFB's from bidders that are ready, willing, able and qualified to contract with the Town to provide **Residential Curbside Solid Waste Collection and Disposal Services** as described in this IFB. The Town and the successful bidder shall enter into a written contract. The Town also reserves the right to expand the scope of services to include additional responsibilities.

The Town currently operates its solid waste, recycling, yard waste; bulk items collection and disposal services in-house with Town employees and equipment. The Town has a population of approximately 35,888. The Town has a residential base of approximately 12,363 households. The size of the Town is approximately (64) sixty-four square miles. The Town averages 1,400-1,600 tons of yard waste, which is collected from mid-April to mid-December, weather permitting. The Town averages 11,000 tons of residential trash disposal and 3,500 to 3,800 tons of residential recycling annually. The Town will retain the operation of its transfer station and the collection of bulk items.

The Town's selection of the *lowest qualified evaluated bid* includes an evaluation component of scoring bids based on a structured point basis. Scoring evaluations account for each bidder's ability to perform the required services, bidder experience and technical expertise, history, corporate and technical resources that will support on-site staff as well as the bidder's ability to implement innovative project delivery approaches. The Town will negotiate with the bidder deemed to have the *lowest qualified evaluated bid* with any eye toward entering into a written contract; however, if negotiations fail to result in a contract, the Town may elect to terminate negotiations and begin negotiations with the next *lowest qualified evaluated* bidder, and so on, or cancel the process.

The Town is issuing this IFB to secure residential curbside solid waste collection and disposal services, which necessarily includes collection of yard waste. With this IFB, the



Town seeks to achieve the following goals:

- Secure the provision of services at the lowest rate (as based on the *lowest qualified evaluated bid*) by consolidating and contracting for its residential waste collection and disposal services; and
- Extend street and road life by minimizing heavy truck traffic throughout the Town; and
- Provide a base level of solid waste management services to meet the waste reduction and disposal needs of Town residents and the State of Rhode Island.

B. Mandatory Pre-Submission Conference

The Town will conduct and bidders must attend a mandatory pre-submission conference on December 4, 2023 at 10:00 a.m. at the Coventry Town Hall in its Town Council Chambers located at 1670 Flat River Road in Coventry to bidder questions regarding the IFB.

C. Bidder Information and Experience

Bidders shall provide the following:

1. Its name, tax identification number, and corporate office address of the responding entity that would ultimately enter into a contract with the Town, if selected.
2. A list of all cities/towns that the bidder provides services requested by this IFB together with a statement of the annual contract amount, start/completion dates, city/town contact, contract term, and operations services performed.
3. Summary of the bidder's experience as well as corporate and technical resources that support its on-site staff at the current projects to address operational, regulatory issues and evaluate recommended improvements.

Bidders Must:

1. Have no less than five (5) years of residential curbside solid waste collection and disposal services experience in the State of Rhode Island. They must provide references for at least three (3) cities/towns, with which they are currently providing this service. The referenced cities/towns must hold a population that is comparable to, or larger than the population of the Town. Each city/town must respond favorably to the reference inquiry with no history of unresolved issues.
2. Demonstrate successful experience in transitioning facilities of comparable size and complexity as the Town's facilities. Cite specific examples of such experience and provide references to the Town.

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## **IFB SPECIFICATIONS AS TO SCOPE OF WORK**

### **1.01 Service Requirements**

The bidder will collect and dispose of curbside residential refuse, recycling, and yard waste materials from each address on the designated weekly collection day.

The bidder will handle all serviced collection containers in a manner that avoids damage to them. Containers shall be returned to the designated setout location at each residence, standing upright, and will not be placed in areas where they may become obstructions to pedestrians or traffic flow. The bidder will make collections with a minimum of noise and disturbance to the households between the specific hours. The collection hours are between 7:00 a.m. and 7:00 p.m. Any container lost in a truck, shall be reimbursed to the Town, at the current replacement rate, as determined by the Town.

All work shall be performed in a sanitary manner. The bidder's employees will pick up refuse or yard waste spilled by the bidder immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited into the truck. All solid waste hauled by the bidder shall be contained, tied, covered, or enclosed such that leaking, spilling or blowing of refuse shall be prevented.

Yard waste shall be collected in Town containers, resident purchased containers/barrels, and/or paper yard waste bags on a weekly basis during the collection season.

The initial Term of the contract shall be for three (3) years and there shall be a Town option for two (2), one-year extensions.

### **1.02 Suspension of Curbside Collection**

Residential curbside solid waste collection may be suspended due to extreme weather or emergencies declared by Town or State government officials empowered by law, necessity or convenience to do so. The bidder will stop all work when so directed by the Town during severe weather. The bidder will complete the work as soon as authority has been granted to proceed. If collection is suspended, bidder will perform collection on the next collection day.

Refuse pickup days will not be reduced by holidays and will be extended to the next Saturday. Refuse pickups normally scheduled on holidays will be rescheduled on the next collection day. The bidder will provide notice, a minimum of two (2) times, to all residents of scheduled changes, due to holidays, weather events, or declared emergencies by an approved media outlet.

The Town must approve all schedule changes. The following is a list of holidays observed by the Town:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

### 1.03 Collection Equipment

Bidder will be required to use only GPS equipped Automated Side Loading Trucks. Trucks shall not be older than seven (7) years old at the beginning of the Contract and no trucks shall be older than ten (10) years old during any point in the Contract. Bidder will keep all trucks in safe operating condition, in proper repair, in a clean and presentable condition. Trucks must be painted uniformly with the name of the bidder, the vehicle identification number and the bidders telephone number printed on each side. All vehicles used for collection of residential refuse and yard waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before the vehicle is placed in motion. Vehicles will not be overloaded so as to scatter refuse, but when refuse is in fact scattered for any reason, it is the responsibility of the bidder to immediately pick up the scattered refuse. Drivers of vehicles which break a hydraulic hose, and any other mechanical breakdown, and leak any fluid on the Town's rights-of-way will be required to immediately stop operation, clean up the fluid with either a compound or cover the area with sand or absorbent to soak up the leakage and sweep up the compound and/or sand, place in a truck, and dispose of in a legal manner. A call for a replacement vehicle or repair of the mechanical issue will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Director of the Town's DPW or his or her designee<sup>4</sup>.

The report will include the address of the area where the spill occurred. If an address is not readily available, the bidder will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the bidder, the damaged area is cleaned, the bidder will contact the Town representative who will be responsible for approving that the cleanup was performed satisfactorily and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition daily. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left idling on streets unattended, except as made necessary by loading

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<sup>4</sup> The Director of the Town's DPW or his or her designee is the Town's "representative" and the successful bidder's point of contact for all operational issues that arise during the course of the contract,

operations. Bidder will promptly repair any damage to any Town property, all private property, roadways, rights-of-way, or bridge caused by the bidder. Such repairs will restore the Town's property, private property, roadway, right-of-way or bridge to a condition at least equal to that, which existed immediately prior to the damage caused by bidder.

#### 1.04 Missed Collections and Complaint Handling

If a collection is missed, the Town will notify the bidder who will return to collect the materials. In all cases, the missed collection will be handled within twenty-four (24) hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection services or any related activities, the bidder will, upon being notified of the complaint, either in writing, email, or by telephone, resolve the complaint with the household and/or Town personnel submitting the complaint.

The bidder will work cooperatively with the households and/or Town to resolve the complaint in a timely manner. The bidder will be accessible to the citizens who wish to register a complaint through local telephone service. The bidder will provide prompt handling of complaints from the Town or its citizens by maintaining a physical office and office staff that can receive, record, and handle complaints. Such staff will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays the bidder must make available a local message service to record citizen complaints. The bidder will ensure that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the bidder is expected to maintain a written complaint log and file it with the Town's representative, on a weekly basis, as well as notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the Town's representative. The report format is to be approved by the Town's representative prior to the award of this contract.

The Town's goal is the resolution of 98% of all complaints within twenty-four (24) hours of the complaint. Should the bidder fail to perform in accordance with the provisions of this contract, the Town shall make a monetary deduction from its next regularly scheduled payment in accord with the contract.

#### 1.05 Payment to Bidder

Invoices submitted to the Town will be paid on a monthly basis according to the terms and conditions of the contract. A copy of the bidders W-9 form must be submitted with contract. There will be no Contract awarded until the W-9 form is submitted.

#### 1.06 Personnel

The bidder will assign a qualified person or persons to be in charge of its operations within the Town and will provide the name, address, and contact numbers of such person to the Town's DPW Director. The person in charge of the bidder's operations with the Town shall not be changed without notice to the Town's representative. The bidder will only employ licensed and qualified drivers who hold at a minimum a Class B Commercial Driver's License.

#### 1.07 Statement of Work

All refuse and yard waste collected in Town will be delivered to Rhode Island Resource Recovery Corporation located at 65 Shun Pike Johnston, RI, unless otherwise directed by the Town to a different location. The bidder shall perform the work outlined in this IFB in a competent, qualified, diligent, and efficient manner. The collection of and disposal of hazardous and commercial waste is not included in the services outlined in the IFB.

#### 1.08 Evaluation of IFB Responses

The Town personnel will conduct the evaluation of bid responses and the Town will make its decision based upon the information gathered during the IFB process – all of which is designed to identify the *lowest qualified evaluated bid*. The scoring criteria outlined in this section is a component of the bid evaluation process. Failure to provide relevant, required and/or requested information will result in penalties being assessed in scoring.

Bids will be evaluated as follows:

- The Town will evaluate each IFB on the points system identified in Scoring Table set forth below.
- The Town will meet to evaluate IFB Response Packages and evaluate bidder scores. The scores will be averaged and these scores will represent the Town's overall evaluation to that point.
- Bidders may further be evaluated based on oral interviews with the Town. The purpose of this interview would be to clarify the qualifications of the bidders and allow the Town to verify its evaluation.

### Scoring Table

Criteria	Maximum Points	Points Scored
Bidder information and history	5	
Bidder references & customer service	5	
Operations and Maintenance Plan	10	
Project delivery, personnel, experience and Transition Plan	10	
Price	40	
Collection Method & Equipment	10	
Bidder acquisition of Town's Trucks/Drivers	<u>20</u>	
	100	

In addition to the data and documentation being submitted by the bidder in response to this IFB, the Town reserves the right to make on-site inspections and evaluations of any facility in which operations, maintenance, and management services are currently being performed by the bidder. If the Town chooses to exercise this right, the bidder shall provide a representative on any on-site inspection. The inspection is not limited to one facility.

The Town will also take into consideration the bidder's willingness: (1) to enter negotiations with and acquisition from he Town concerning the Town's existing nine (9) 2016 Mack Automated Refuse Trucks; and (2) to evaluate and hire any of the existing Town sanitation driver/collectors.

#### 1.09 Negotiations with the *Lowest Qualified Evaluated Bid*

The Town regards the submission of the IFB as the most important factor in selection of a bidder to provide services for the operations, maintenance, and management of the Town's residential curbside solid waste collection and disposal service. The Town reserves the right to reject any and all IFBs and is under no obligation to award a contract. The Town intends to negotiate with and enter into a contract with the *lowest qualified evaluated bidder* as stated herein. The Town shall not be liable to any bidder for costs associated with responding to the IFB or the bidder's participation in any oral interview, or any costs, including any professional fees, associated with the Contract.