

RFP No. 2024-01
Residential Solid Waste Collection Services
Request for Proposals



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I. INVITATION TO SERVICE PROVIDERS

The Town of Brentwood (the Town) will receive sealed technical and fee proposals until _____, for the above-referenced services which are described in the schedules attached hereto. The Town invites service providers to submit proposals responsive to the specific requirements outlined in this request for proposals (RFP).

Any questions and/or specifications that may need clarification should be submitted in writing, **according to the attached schedule**, and submitted to the Town's representative electronically only at town.administrator@brentwoodmd.gov. The Service Provider shall be responsible for seeking clarification as early as possible before the opening of the Proposals.

The envelopes containing the Proposal must be **sealed** and addressed to:

Town Administrator
Town of Brentwood, 4300 39th Place, Brentwood, MD 20722

And marked ***Residential Solid Waste Collection Service*** The envelope must bear on the outside the name of the Service Provider, the Service Provider's address, and the number assigned to this RFP. No proposal may be withdrawn or modified in any way after the deadline for proposal openings. The envelope should also contain one electronic version of the submittal on a flash drive.

Proposals must be valid for ninety (90) days following the opening date. The Service Providers' response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP).

The Town may request additional information from suppliers, including a presentation if needed, to clarify elements of their bid proposals. The Town also reserves the right to make independent investigations as to the qualification of each Bidder, including contacting existing customers or site visits to existing operations.

The Town anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the Town. Such an award, if any, is projected to be accomplished within 30 days from the proposal's due date.

The Town reserves the right to reject any or all proposals, waive technicalities, and make the award in the town's best interest.

II. BACKGROUND

The town currently has a residential customer base of approximately 725 residences with three services per week for waste collection service; bulk waste (call-in schedule) combined with Yard waste collection and recycling. Schedule as follows:

Monday	Yard Waste
Wednesday	Bulk trash (call-in for pick-p) and trash
Friday	Recycling

III. INSTRUCTIONS TO SERVICE PROVIDERS

A. INTENT

It is intended that the Instructions to Service Providers, General Conditions, and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

B. EXAMINATION

The Service Provider is advised to examine all documents and current parameters of the services to become fully informed as to their conditions. This includes conformity with specific standards and the character, quality, and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

C. DETERMINATION OF SUCCESSFUL SERVICE PROVIDER

An award will be made to the responsible contractor whose proposal is most advantageous to the town, taking into consideration the factors outlined in this RFP.

D. RESPONSIVENESS

The Town will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

E. INSTRUCTIONS FOR PROPOSAL

The Service Provider will submit an original and two (2) copies of its technical proposal and an original and one (1) copy of its price proposal, as well as an electronic version of both on a separate flash drive. Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP or to provide complete responses to all options may result in disqualification.

SUBMISSION OF PROPOSALS

All proposals are to be sealed and delivered before 4 PM EST.

The following address should be used on the outside of the envelope containing the proposals:

TOWN ADMINISTRATOR

TOWN OF BRENTWOOD, 4300 39TH PLACE, BRENTWOOD, MD 20722

IV. SCHEDULE FOR RFP 2024-01

Advertise RFP	Wednesday, April 3, 2024
Submission of questions via email by	Friday, April 10, 2024
Proposals due	Tuesday, April 17, 2024
Possible award recommendation	Wednesday, May 7, 2024

V. TERMS AND DEFINITIONS

- Bulk Waste: Large furniture and other waste materials other than construction debris (C&D Material), or hazardous waste with weights or volumes greater than those allowed for containers or carts.

- C&D Material: Waste materials generated by the construction, remodeling, repair, or demolition of residential, commercial, or other structures.
- Town: The Town of Brentwood
- Town Employee: An employee of the Town subject to its personnel policies
- Collection Schedule: Refers to the defined days of collection authorized by the Town
- Commercial Hand Load Customer: All commercial premises utilize a cart for the placement of their solid waste for collection by the contractor
- Commercial Premises: All non-residential Premises, public or private, require solid waste collection within the incorporated area of the Town, including commercial, industrial, institutional, and governmental premises
- Commercial Solid Waste: All Garbage, Rubbish, and other acceptable waste generated by Commercial Premises and all C&D Materials, excluding Hazardous Waste
- Contractor: Refers to a Service Provider that has been selected by the Town to provide the Services required by this RFP
- Contract Area: Refers to the area(s) of the Town, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
- Contract Documents/ Agreement: The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the town and the Contractor.
- Contract Monitor: Refers to a Town employee(s) who observes the operation of the Collector's Refuse, Yard Waste, Recycle, and Bulk Items services to ensure that such services are performed in compliance with the contract agreement and Town Code
- Contract Representative: Refers to a contractor employee responsible for managing service agreements between the Town and the Contractor
- Curbside: That location, for a residence, is most immediately adjacent to a Town street or State or Federal highway and accessible by the Company's equipment.
- Customer: Refers to the recipient of collection services, specifically referring to the resident in the Contract Area.
- Disposal Site: A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted, or approved by

all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal

- Open Top: An all-metal container, with lidded or non-lidded cover, of not less than twenty cubic yards, or more than forty cubic yards in capacity
- Effective Date: Refers to the date found on the first page of the Contract as the date that the Contract between the Town and the Company is in effect
- Evaluation Committee: Refers to person or persons, as appointed by the Town Manager, responsible for determining the best Service Provider for the Services described in this RFP
- Extraordinary Circumstances: Defined as a significant event or condition(s) that result in. an excessive amount of debris as determined by the Town
- Fee: A dollar amount inclusive of all Service provider's costs (overhead, insurance, labor, equipment, advertisements, etc.) general and accounting, and profit charged for a specific service(s)
- Hazardous Waste: Materials (whether solids, liquids or gases) that constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- HDPE: High-Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka, No. 2 Plastics)
- Holidays: the following Town holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas
- Landfill: a disposal site for disposing of municipal solid waste
- LDPE: low-density polyethylene, a type of plastic resin (aka, No. 4 Plastics)
- Missed Collection: Refers to properly prepared garbage, Yard Waste, and/or Bulk Items not picked up on the scheduled collection day.
- Mixed Paper: Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard, and paper board packaging. This does not include tissue

paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.

- Multi-Family Unit: Individual residential units in a multi-family structure (i.e., apartment or condominium building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.
- NTE: Amount of fee Not to Exceed regardless of the number of transactions ordered.
- Producer: An occupant of a Residential Unit or Commercial and Industrial Unit who generates refuse.
- Proposal: An offer or statement of a price and project description in response to a request for materials or services to be rendered to the Town or its employees.
- Service Provider: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid that conforms in all material respects to the requirement outlined in the RFP.
- Refuse: Refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Maryland law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- Request for Proposal (RFP): Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein
- Residential Unit: Free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- Roll-Off Containers: To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. Yd., either open top or enclosed compactor type.
- Service Provider: Refers to a Company that has an interest in and the ability to provide the Services required by this RFP.
- Solid Waste: Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building materials, trees, brush, and other materials resulting from

the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt, and trash from land clearing, and other materials requiring special handling.

- **Staff:** Refers to all employees of the Contractor who perform Services for the Town
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for this RFP are due to the Town.
- **White Goods:** Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- **Yard Waste:** Refers to grass, weeds, leaves, tree and shrubbery pruning, and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

VI. INTRODUCTION

A. General:

- The Town is advertising for qualified Service Providers to provide Solid Waste Collection and Yard Waste Services for the Town of Brentwood.

B. INTRODUCTION:

- The Town is issuing this RFP to secure curbside collection services for residential household garbage, bulk waste, recycling, and yard waste in the incorporated areas of the Town. The RFP is also to secure two (2) bi-annual 30-yard Dumpster (front-end load or roll-off) services for Town facilities, and one (1) Annual Shred Day for special town-sponsored solid waste collection events.

C. TERM OF CONTRACT:

- The initial term of this Agreement shall be three (3) years, ending Wednesday, June 30, 2027. At the Town's option, the contract may be extended for two (2) additional one (1) year terms, on the same terms and conditions as set out in the Contract Documents. Provision for liquidated damages for failure to comply with contract requirements is outlined in the Work Requirements. The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the Town or future Commissions to renew the contract.

D. USE OF SUBCONTRACTORS:

- If one or more subcontractors are to be used, the subcontractor must be identified and noted in the proposal when it is submitted. The Town must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the Town a party to such subcontract or subjecting the Town to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. The subcontractor is subject to the same contractual conditions as the Contractor including all federal, state, and local regulations and ordinances.

E. ADDENDA TO RFP:

- The Town reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten days before the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be posted to the Bid Page on the Town's website. The successful bidder will be required to provide a statement that he/she has received all addenda before submitting the bid.

F. SELECTION OF SUCCESSFUL SERVICE PROVIDER:

- The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the Town. The Town will select the Service Provider that best serves the interests of the Town of Brentwood and the residents of the Town. The Town of Brentwood reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

G. COST OF RFP PREPARATION AND NEGOTIATION:

- Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the Town or its advisors for the cost associated with this process. The Town reserves the right to terminate the proposal proceedings at any time.

H. DISCLAIMER:

The Town and its advisors have, to the best of their knowledge, presented information and data that are current and applicable to this project. The Town is providing the information contained herein as a courtesy to the Service Provider. The Town and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The Town and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its due diligence.

I. NO LOBBYING:

To ensure fair consideration for all prospective bidders throughout the solicitation process, the Town prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever whether oral or in writing with any elected official or staff member from the issuance of specifications until Commission makes the award. Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of the award or any future bids. The Town Manager has the authority and right to contact potential bidders as needed to meet the goals of the Town.

J. PERFORMANCE BOND

The successful Bidder will be required to give a Performance Bond within ten (10) business days after the date of the award of the Contract. The Performance Bond shall be in the amount of 10% of the Contract Price, shall name the Town as insured, and shall be in a form and with a surety acceptable to the Town.

K. PERMITS AND LICENSES

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

VII. Scope of Services

A. SERVICE REQUIREMENTS

The Contractor will collect all properly prepared garbage, yard waste, and prescheduled Bulk waste from each residence on the designated collection day.

The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow.

The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7 AM. and 7 PM. The work will be done in a sanitary manner. The Contractor's employees will pick up trash, or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any leaking fluids from the trucks of the Contractor will be cleaned up within 24 hours, and notification must be sent to the Town's staff member in charge of the contract.

B. HOLIDAYS

Pickup days will not be reduced by holidays but may be rescheduled. The contractor will advertise to all customers schedule changes of holidays at least 7 days before any observed holidays. The Town must approve any schedule changes in writing.

C. COLLECTION EQUIPMENT

The contractor will keep all equipment in safe operating condition and proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor. Any equipment not functioning properly shall be replaced or repaired before returning to operations

D. MISSED COLLECTIONS AND COMPLAINT HANDLING

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the garbage to be collected for the residential or commercial premises within 24 hours after the complaint has been received. The contractor will submit to the Town monthly the report of missed collections.

THE TOWN'S GOAL IS THE RESOLUTION OF 99% OF ALL COMPLAINTS WITHIN 24 HOURS OF THE COMPLAINT.

If the contractor fails to complete a route on more than two (2) consecutive scheduled collection days or gives evidence of repetitive missing of certain homes or areas on his schedules, the Town Administrator may assign the Public Works Department equipment and labor to complete failed routes or make collections from individually missed homes. In such instances, the contractor will be back charged by the Town based on the actual cost to the Town for equipment and labor plus twenty percent (20%) for overhead.

E. PAYMENT TO CONTRACTOR

The Town will be responsible for billing its residential customers and collecting all payments for the collection, transportation, and disposal of the materials collected. Invoices submitted to the Town will be paid monthly according to the terms and conditions of the Agreement resulting from this proposal.

F. EDUCATIONAL AND PROMOTIONAL PROGRAMS

The Contractor, as a part of its proposal, shall describe the outreach, educational, and promotional programs for recycling that will be provided to the Town at the Contractor's expense. The contractor shall include samples of promotional and educational materials and detail any additional offered Contractor-sponsored events. Any printed materials approved by the Town after the contract has been executed will be provided for distribution at the Town Hall at the Contractor's expense. Other programs available and proposed by the Contractor will be used in the evaluation of each Contractor's proposal.

G. PERSONNEL

The Contractor will assign a qualified person or persons to oversee its operations within the Town and will provide the name, address, and telephone numbers of such person to the Town.

H. STATEMENT OF WORK

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent, and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

I. REGULAR SERVICE PROVISION FOR RESIDENTIAL COLLECTION

The Contractor will be required to pick up, weekly, all garbage and household trash generated at each household, provided the material is placed in an approved collection container. Any materials set out for collection that are not in an approved container will be left at the curb. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the Town and Customers ten days in advance of the effective date.

J. BULK WASTE

The contractor shall collect Bulk Waste weekly, from Residential Premises one (1) time per week at a curbside Limit of four (4) acceptable items per week. The occupant of the residence shall place bulk waste items curbside before 6 am on the scheduled collection day.

K. COLLECTION OF YARD TRIMMINGS

The Contractor will be required to pick up all garden and yard trimmings generated at the Customer's household from the curb, provided the materials are set out based on the Town's Solid Waste Management Ordinance, attached herein.

- All vehicles used for collection of yard trimmings will be either covered or secured to prevent trimmings from being scattered or spilled.

- The Service Provider shall collect all Yard Waste such as tree limbs not larger than four (4) inches in diameter nor longer than four (4) feet bundled with rope or string and stacked in piles not to exceed four (4) feet in height and four (4) feet in width and maximum 10 bags per week. Tree trunks larger than four (4) inches in diameter will not be collected. The contractor will not be responsible for the collection of yard trimmings produced by professional lawn maintenance, landscaping, or tree companies.
- It is the Service Provider's responsibility to properly dispose of all Yard Waste collection bags at no additional cost to the Town. Each bag or container placed out for collection may weigh no more than twenty-five (25) pounds.

L. TOWN FACILITIES:

The following equipment and service levels shall be provided at no charge to the Town. The contractor is to empty all containers put out by the town at the same interval as regular residential pickup. The Contractor will also supply (2) 30-yard dumpsters twice a year – once in the spring and once in the fall--at no extra charge. The Contractor will provide an annual shred event at no extra charge.

M. SERVICE PROVIDER

The service provider or its personnel must not engage in altercations with homeowners being served under this contract. The service provider must contact the Town immediately should problems arise with a homeowner or when the contractor has determined that items placed for collection are not a part of this contract. The contractor may contact the Town by calling (301) 779-2161 and requesting assistance.

VIII. FEE SCHEDULE

RESIDENTIAL FEE SCHEDULE:

- Specify the day(s) of the week for Trash Collection and Bulk collection: **Wednesday**
- Specify the day(s) of the week for Yard Waste Collection: **Monday**
- Specify the day(s) of the week for Recycle Collection: **Friday**

- Cost per month, per residence \$ _____ Total Annual Cost \$ _____

- Contractor to provide 1X weekly trash service and four (4) bulk items, per week, per residence

- Cost per month, per residence \$ _____ Total Annual Cost \$ _____

- Contractor to provide 1X weekly yard waste service, per residence

- Cost per month, per residence \$ _____ Total Annual Cost \$ _____

- Contractor to provide 1X weekly recycling service, per residence

- Cost per month, per residence \$ _____ Total Annual Cost \$ _____

***Proposed pricing must include all fees, charges, and surcharges

***Current yard waste collection day is Monday; trash and bulk collection (call to schedule bulk trash pick-up) day is Wednesday; and recycle collection day is Friday.

IX. TECHNICAL AND FEE PROPOSAL REQUIREMENTS

A. OVERVIEW

The Service Provider shall provide detailed information to demonstrate its understanding of the services requested.

B. DOCUMENTS

All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the Town's ability to accurately evaluate the proposal.

C. COVER LETTER

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Service Provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with the Town. The cover letter shall present the Service Provider's understanding of the Project and a summary of the approach to be undertaken to perform the Services.

D. EXECUTIVE SUMMARY

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the Town.

E. SUBMISSION

The Service Provider shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal. Service Providers are reminded that under Maryland law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted to the *Instructions to Service Providers* section.

X. Approach

A. PROJECT METHODOLOGY

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section D, Program Services. Methods for all areas of Section D, Program Services, must be described.

B. MANAGEMENT OF COLLECTED MATERIALS

The Service Provider will provide, in this section, the various disposal facilities it intends to use during the contract period(s.)

- **Solid Waste**
The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the Town. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility listed.
- **Yard Trimmings**
The Service Provider will identify how it will manage the yard trimming material collected and provide a list of the proposed facilities it intends to use. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility listed.
- **Local Presence**
The Service Provider will list the addresses of the locations where the Service Provider maintains an office or operating facility that will be responsible for providing services to the Town.

XI. COMPANY EXPERIENCE AND CAPABILITIES

REFERENCES

- Provide no less than three (3) municipal references similar in size and scope to the town. Include the municipality's name, the contract start date, and the name, position, phone number, and email address of the primary contact at each municipality.

COMPANY ORGANIZATION

COMPANY HISTORY

- Provide pertinent company historical information that will demonstrate your capability to accomplish this project.

FEE PROPOSAL

REASONABLENESS

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The Company whose technical score ranks among the top two proposals will have their Fee Proposals opened and scored. These Fee Proposals will be evaluated for completeness and reasonableness as they relate to the technical proposal.

BEST VALUE

The Fee Proposal is important; however, it will not be the determining factor in the selection process. It is not the intent of the Town to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential to provide the best value for the services required.

PROPOSAL EVALUATION FACTORS

The Town intends to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the Town. The Town reserves the right to waive any irregularities and reject any and/or all proposals, in whole or in part, when, in the Town's opinion, such rejection is in the best interests of the Town.

EVALUATION METHOD

Each proposal will be reviewed by an evaluation team assigned by the Town Manager. The evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no order):

- Service Provider's innovative approach to encouraging and maintaining service
- Service Provider's proven ability with similar projects. The expertise of key personnel to be assigned to the contract
- Service Provider's proven ability to provide innovative, cost-effective service
- Service Provider's proven track record of responsiveness to time limitations and deadlines
- Service Provider's proven track record of quality of performance
- Service Provider's capacity to perform.
- Service Provider's cost proposal.
- **NOTE:** The Town reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, all submittals must contain both the best technical and fee proposals in their initial submission.
- **Oral Presentations**
Following the evaluation of the proposals, the Town may request the top-ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.
- **Negotiations**
Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be most advantageous to the Town. If negotiations with the highest-ranking Service Provider fail, negotiations shall be initiated with the next highest-ranking Service Provider, and so on, until an agreement is reached. The Town reserves the right to reject all offers and end the process without executing a contract.

Contract Formation

If the negotiation process produces mutual agreement, a draft shall be constructed and forwarded to the successful Service Provider for execution and then to the Town's Mayor and Council for acceptance. The draft contract format will be the only acceptable document for execution. The Service Provider is cautioned not to introduce its format or suggest an association's format, e.g. A/A.

XII. GENERAL CONDITIONS

A. CONTRACT ADMINISTRATION

The Contract Administrator for this Request for Proposals (RFP) is James D. Gaston, III Town Administrator. The Town Administrator shall act as the Town's representative during the execution of any subsequent contract and related amendments. He/She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be finally conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period, or the contract period(s) are to be addressed to the

Contract Administrator at the following address:

Town Administrator

Town of Brentwood, 4300 39th Place, Brentwood, MD 20722

Town.administrator@brentwoodmd.gov

B. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within 90 days after receipt of the proposals, the Town shall notify the successful Service Provider of its intent to enter into a contract agreement. Should the Town require additional time to award a contract, the time may be extended by mutual agreement between the Town and the successful Service Provider. If an Award of Contract has not been made within 90 days of the proposal opening date or within the extension mutually agreed upon, the Service Provider may withdraw its proposal without further liability on the part of either party.

C. EXECUTION OF CONTRACT DOCUMENTS

- Within fifteen (15) days after successful contract negotiations and the Mayor and Town Council approval, the Town shall furnish the successful Service Provider the conformed copies of the Contract Documents for execution.
- Within fifteen (15) days after receipt of the Contract Documents, the successful Service Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.
- Within thirty (30) days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the Town shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

D. INSURANCE

A. LIABILITY

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Town.

*The limits of insurance are as follows:

Comprehensive General Liability -The successful service provider shall always exercise proper precaution for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- | | |
|----------------------------------|---------------------------------|
| • Worker's Compensation: | Statutory-minimum \$1,000,000 |
| • Employers Liability | \$1,000,000 each accident |
| • General Liability: | |
| • Bodily Injury/ Property Damage | \$5,000,000 for each occurrence |
| • Automobile Liability: | |
| • Bodily Injury/Property Damage | \$5,000,000 for each accident |
| • Excess Umbrella: | \$10,000,000 each occurrence |

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

The Town shall be named as an Additional Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

A Certificate of Insurance and additional insured endorsement shall be provided to the Town by the Contractor within ten business days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the Town.

B. CERTIFICATES OF INSURANCE

Certificates acceptable to the Town shall be attached to the signed Contract Documents when they are transmitted to the Town for execution. These certificates shall contain the statement that *Coverage afforded under the policies will not be canceled unless at least thirty (30) days before cancellation written notice has been given to the Town, as evidenced by receipts of Registered or Certified mail.*

C. PERFORMANCE BOND

If awarded, the Contract shall furnish a corporate surety bond as security for the performance of the Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the contract. The Contractor shall pay a premium for the bond(s) described above. A certificate from the surety showing the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Maryland. Attorneys fact, who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

D. BID BOND

If awarded, the Contractor shall furnish a corporate surety bid bond as security for the prices included in the bid, good for 12 months following the due date for this RFP.

E. QUANTITIES

None of the various Town Departments, Agencies, or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, because of this RFP.

F. INDEMNIFICATION

The successful Service Provider will indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the successful Service Provider and anyone directly or indirectly employed by the Service Provider or anyone for whose acts any of them may be liable. In any and all claims against the Town or any of its agents or employees, by any employee of the successful Service Provider, directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for the successful Service Provider or under the Worker Compensation Acts, Disability Benefits Acts or other employee benefits acts.

G. NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the Town. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the Town and the successful Service Provider. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Service Provider may terminate the Contract Agreement without further liability on the part of either party.

H. ASSIGNMENTS

The successful Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of the Town. In case the successful Service Provider assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Service Provider shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

I. LAWS & REGULATIONS

The successful Service Provider's attention is directed to the fact that all applicable Federal, State, and Town laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances, and regulations of the Federal, State, Town, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, the Service Provider shall herewith report the same in writing to the Town.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances, and regulations, and shall protect and indemnify the Town and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

J. FORCE MAJEURE

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order. Upon the occurrence of an event that satisfies all of the conditions set forth above (a "Force Majeure

Event"), the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force, Majeure Event, the Company shall immediately notify the Town by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

E. STORM DEBRIS

The collection of additional volumes of yard waste/debris generated by severe weather such as hurricanes, tornados, ice storms, etc., is not included in the rates outlined in this RFP. In the event the Town is impacted by such weather; the Contractor shall be entitled to additional compensation for the collection and disposal of such waste.

F. NOTICE & SERVICE THEREOF

- All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in this proposal (or at such other office as the Contractor may from time to time designate to the Town in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the Town shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the Town or such other address as the Town may subsequently specify in writing to the Contractor for such purposes

G. SCHEDULE, REPORTS, AND RECORDS

The Contractor shall submit to the Town schedules, reports, estimates, records and other data as the Town may request concerning services performed or to be performed.

XIII. CHANGES IN THE CONTRACT

A. CHANGES IN THE SERVICE

The Town may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for the performance of the services, an equitable adjustment shall be negotiated and culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract

Amendment, make changes in the details of the services. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles a change in the fee time or both, in which event the Contractor shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the Town

The Town may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the Town shall indicate this intent in a written notice to the Contractor.

B. CHANGES IN FEE

There shall be no Fee adjustments allowed for fluctuations in fuel prices unless the cost of diesel fuel is above \$4.00/gallon. At such time, the contractor shall present evidence of the fuel surcharged needed, which shall not be unreasonably withheld.

C. CHANGES IN CONTRACT PERIOD

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described above, and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the Town and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

D. PERMITS AND REGULATIONS

The Contractor shall obtain and pay for all permits, licenses, and any other regulatory requirements, necessary for the prosecution of these services. The contractor shall pay all governmental charges and inspection fees necessary for the execution of these services.

XIV. RESPONSIBILITIES OF THE CONTRACTOR

A. SUBCONTRACTORS, MANUFACTURERS, AND SUPPLIERS

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of subcontractors, manufacturers, suppliers, and their employees. This includes the responsibility for conducting operations in such a manner as to cause the minimum damage possible to existing private property and improvements and the public and private infrastructure.

B. CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

C. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct his work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.

D. DISPOSAL FACILITIES

After the original approval of disposal facilities by the Town, any additional solid waste disposal facilities anticipated to be used by the Contractor will require prior written approval of the Town.

E. COMPLIANCE WITH LAWS

- The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Maryland, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- The contractor shall at all times observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Town, its officers, employees and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

XV. REPRESENTATION

A. NON-DISCRIMINATION

- The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination based on race, color, religion, sex, age, national origin, or disability.
- Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department, or any other federal or state compliance agency. The Company will also inform the Town of the final disposition of such cases.

B. DRUG-FREE WORKPLACE

The Town is a drug-free workplace employer. The Town Council has adopted a policy requiring Town Service Providers to provide a drug-free workplace in the performance of any Town contract. The Company hereby certifies that it has, or it will within thirty (30) days after execution of the Contract:

- Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specify actions that will be taken for violations of such prohibition.
- Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations.

- Notify each employee that as a condition of employment, the employee will
 - (i) abide by the terms of the prohibition outlined above, and
 - (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
- Notify each employee that as a condition of employment, the employee will
 - abide by the terms of the prohibition outlined above, and
 - notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
 - Impose a sanction on, or requiring satisfactory participation in a drug counseling, rehabilitation, or abuse program by, an employee convicted of a drug crime
 - Make a good-faith effort to continue to maintain a drug-free workplace for employees; and
 - Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.
 - A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination, or debarment.