

REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES

DUE DATE FOR RESPONSES APRIL 23, 2018 9:00 AM EST



TOWN OF DENTON, MD
4 North Second St., Denton, Maryland 21629
410-479-2050 www.dentonmaryland.com

1.0 Notice to Proposers

The Town of Denton (the "Town") is soliciting sealed proposals for Request for Proposal for Solid Waste and/or Recycling Services.

There will be a pre-bid meeting, held at 4 North Second Street, Denton, MD 21629 on April 9, 2018 at 8am.

All addenda, notices, additional information, etc. will be posted to the Town of Denton website, <http://www.dentonmaryland.com>.

Two (2) printed original copies of proposals must be sealed and returned to the Town of Denton, Attention: Phil Clark, Superintendent of Public Works, 4 North Second Street, Denton, Maryland 21629 by 9:00 am Eastern Standard Time, on Friday, April 23, 2018. All proposals must be plainly marked with the proposal name. "Solid Waste and Recycling Collection Services"

Proposer is responsible for delivery of response by the date and time set for the closing of the proposal acceptance. Responses received after the date and time set for the closing will not be considered.

The Town of Denton reserves the right to reject any and all proposals and waive informalities in proposals received.

All inquiries concerning this RFP must be made in writing and addressed to the Town of Denton Superintendent of Public Works at the address or email address listed below, with e-mail being the preferred method, prior to April 16, 2018 at 4:00 PM, EST. Inquiries should reference the name, page, section and paragraph.

The Town of Denton, Dept. of Public Works, Phil Clark, Superintendent of Public Works 4 North Second Street, Denton, Maryland 21629 Phone: 410-479-5446
philclark@dentonmaryland.com

1.1 Definitions

Town Manager ("TM")/ The Town's Town Manager or a person authorized to act for the TM.

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer's warranty and approved in advance by the CM.

Town. The Town of Denton, Maryland and Town's officers, elected officials, employees, agents, volunteers, and representatives.

Town Council. The governing body of the Town.

Town Facility. A Town owned or operated facility. The Town Staff has the sole authority to add or eliminate Town Facilities to receive Town Services.

Town Services. Solid Waste Services and Recycling Services for Town Events and Town Facilities.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility.

Construction or Demolition Waste. defined as "Waste resulting from construction or demolition projects- includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, Cartons, gypsum board, wood, excelsior, rubber, and plastics/"

Contract. Any agreement resulting from this RFP, including but not limited to, the RFP, the proposal, any subsequent negotiations, any best and final offer, the contractual document, insurance policies and certificates, and amendments.

Contractor(s). The successful proposer(s) receiving award of any Contract resulting from this RFP.

Contractor's Representative/ Contractor's employee designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf as set forth in the Contract.

Curbside. The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in the Contract Area, and that has a Town utility account that is billed for Garbage service on a monthly basis.

Disposal. "The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or not containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater".

Disposal Site or Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

Dwelling Unit. Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage defined as “Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Generator. Any person or entity that produces Solid Waste and/or Recyclable Materials.

Hazardous Waste. “Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended/”

May or Should. Not mandatory but permissible.

Non-Residential Unit. An improved property, located in the City, other than a Residential Unit.

Non-Residential Services. Solid Waste Services, Bulky Waste Services, and Recycling Services for Non-Residential Service Units.

Processing. The Recycling of Program Recyclable Material into Recovered Materials and the composting or mulching of Yard Trimmings.

Recovered Materials. Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered materials as described above are not Solid Waste.

Recyclable Materials. “A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material/”

Recycling or Recycle. “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by Residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use”

Recycling Cart. A Cart exclusively utilized for Recycling Services.

Recycling Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

Recycling Services. Collection of Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for processing.

Refuse. A non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans. Aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including construction debris.

Resident. A person whom resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when water services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential e Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

Residential Services. Solid Waste Services, and Recycling Services for Residential Units.

Single Stream. System in which all Program Recyclable Materials are commingled and that do not require the Generator to separate prior to Collection.

Municipal Solid Waste: Waste materials generated by a household (including a single or multifamily residence); and generated by a commercial, industrial, or institutional entity, to the extent that the waste material is essentially the same as waste normally generated by a household; is collected and disposed of with other municipal solid waste as part of normal municipal solid waste collection services; and contains a relative quantity of hazardous substances no greater than the relative quantity of hazardous substances contained in waste material generated by a typical single-family household. Examples but not limited to of municipal solid waste include food, paper, clothing, consumer product packaging, disposable diapers, office supplies, cosmetics, glass and metal food containers, and household hazardous waste.

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Unit. Residential and Non-Residential Units that qualify for services requested in this RFP.

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of any Contract resulting from this RFP and the carrying out of all duties and obligations imposed by any Contract resulting from this RFP on the Contractor.

2.0 Background and Current Circumstances

2.0.1 The Town of Denton has a population of approx. 4,500 residents. The Town of Denton is not considering any annexations at this time.

2.0.2 The Town bills approximately 1501 residential accounts for solid waste services monthly.

2.1 Description of Current Solid Waste

2.1.1.0 The Town currently has a contract with Chesapeake Waste. Current contract expires June 30, 2018.

2.1.1.1 Residential Curbside Solid Waste Collection, once a week pick up not exceeding four (thirty-two gallon) cans (equaling 128 gallons).

2.1.1.2 Residential Curbside Recycling Collection is currently not provided.

2.2 The provider is responsible for disposal of solid waste and/or processing of the recyclables collected.

2.2.1 The provider will be the exclusive provider of residential and/or recycling, inside of the corporate Town limits.

3.0 Scope of Services

The Town desires to acquire Solid Waste and/or Recycling Services as well as the associated services, from qualified Providers(s). The Town is soliciting proposals for the following packages for Residential and Recycling Services:

3.0.1 Residential Solid Waste Services Only

Proposal 1: Once a week Collection (Without Containers)

- a. Collection shall be once each week on Tuesday's no earlier than 6:00am and placed in resident-provided refuse containers.
- b. Residents will be permitted to use refuse containers with a maximum 32-gallon capacity, water tight, made of plastic or metal, with handles and tight-fitting covers.
- c. There will be a limit of four (4) refuse containers per residential unit. Waste wheelers are limited to 128-gallon capacity.

Proposal 2: Once a week Collection (Solid Waste)

- a. Collection shall be once each week on Tuesday's no earlier than 6:00am and placed in contractor-provided refuse containers not exceeding 96 gallons in size or 75 lbs.
- b. One (1) cart will be provided to each property at no charge. Dwelling units to include apartments and/or suites.
- c. Carts shall be distributed to all residential units. In the event the residence having multi apartments one cart will be provided for each apartment. Each disposal container shall bear the name of the Contractor, be numbered, and each number must be assigned to a generator address. The master list of collection containers, along with the corresponding assigned numbers by the address, shall be updated as necessary by the Contractor, and a copy shall be provided to the City, with a second copy to be maintained by the Contractor.
- d. Residents requesting more than one cart will be charged a nominal fee by the contractor. No residence is to exceed more than two (2) 96 gallon containers or one (1) per apartment.

- e. Proposal shall include the cost, if any, of additional refuse carts

Proposal 3 Twice a week Collection (once for Solid Waste once for Recyclables)

- a. The contractor shall provide collection twice each week as follows: Tuesday for Solid Waste, Thursday for Recyclables and placed in a contractor-provided refuse containers not exceeding 96 gallons in size or 75 lbs.
- b. The Carts (one for solid waste, one for recyclables) shall be distributed to all residential units. In the event the residence having multi apartments one cart each will be provided for each apartment. Each disposal container shall bear the name of the Contractor, be numbered, and each number must be assigned to a generator address. The master list of collection containers, along with the corresponding assigned numbers by the address, shall be updated as necessary by the Contractor, and a copy shall be provided to the Town, with a second copy to be maintained by the Contractor.
- c. One cart will be provided for to each resident at no charge for solid waste, and one for recyclables.
- d. Resident requesting more than one cart maybe charged a nominal fee by the contractor. No residence is to exceed more than two (2) 96-gallon containers each for solid waste and/or recyclables (four (4) in total) or two (2) per apartment.
- e. Proposal shall include the cost, if any, of additional refuse/recycle carts.
- f. Proposal shall include name, address and phone number of recycling center and/or facility the contractor will be utilizing for collected recyclables.

4.2 Deadline for Inquiries to RFP

It is the responsibility of each proposer to examine the entire RFP and seek clarification (inquiries). This RFP may only be modified by written addendum. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP. No verbal agreement or conversation with any office, agent or employee of the Town shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Town or the Proposer.

Requests for clarification (inquiries) of this RFP must be made in writing and addressed to The Town of Denton, Md., Superintendent of Public Works, at the address or email address listed below, with email being the preferred method, prior to April 16, 2018 at 4:00 PM, Eastern Standard Time. Inquiries should reference the RFP number, page, section, and paragraph.

The Town of Denton, Md. Phil Clark Superintendent of Public Works, 4 North Second Street, Denton, Maryland 21629
Phone: 410-479-5446 philclark@dentonmaryland.com.

The Town reserves the right to disqualify any proposer who contacts a Town employee or agent concerning this RFP, other than in accordance with the procedures set forth in this RFP. Nothing in this section shall prohibit the Town from conducting discussions with proposers, after the opening of proposals, as set forth in Section 4.3 of this RFP.

4.3 Proposal Due Date and Opening Date

Proposals shall be due by **9:00 AM, EST** on Friday, **April 23, 2018**. Proposals should be delivered to the reception desk at, 4 North Second Street, Denton, Maryland 21629. Proposals will be dated and time stamped at the desk. Proposals shall be opened at 9:00am EST on Friday April 23, 2018 at 4 North Second Street, Denton, Maryland 21629.

4.4 Council Approval of Contract Award

The Town estimates that recommendations for award will be presented for consideration and possible action by Town Council on May 3, 2018.

4.5 Commencement of Solid Waste and Recycling Services

Successful proposer shall commence Solid Waste and/or Recycling Services at 12:00 a.m. Sunday July 1, 2018.

5.0 Proposal Submission Format

The Department of Public Works will not accept oral proposals, or proposals received by telephone, email or FAX machine. The proposal must be submitted in hard copy. Two (2) printed original copies of proposals must be sealed and returned to the Town of Denton, Attention: Phil Clark, Superintendent of Public Works, 4 North Second Street, Denton, Maryland 21629 by 9:00 a.m. Eastern Standard Time, on Friday, April 23, 2018. All proposals must be plainly marked with the proposal name. "Solid Waste and Recycling Collection Services"

The proposer may also provide supplemental Marketing or technical materials, to be packaged separately from the proposal. No materials provided by the proposer will be returned at any time during or following this procurement.

5.1 Signatures

All required signatures shall be manual, in ink, by an authorized representative of the proposer who has legal authority to bind the proposer in contractual obligations. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title must appear under his/ her signature and the official address of the partnership must be shown below the signature.

5.2 Typed or Ink Corrections

Proposals shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by the person authorized to sign the proposal.

5.3 Proposer Representations and Responsibilities

- 5.3.1** By submitting a proposal in response to this RFP, the proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work. Proposer shall promptly notify the Town of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Failure to make such examination shall be at the proposer's own risk. The Town assumes no responsibility for proposer's failure to examine all documents that make up this RFP.
- 5.3.2** Proposers shall examine the Town including the streets, alleys, overhead trees, wires and such other physical conditions and requirements to be encountered in the work, the quality and quantity of the service to be performed, and materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require method or equipment other than that anticipated in making the proposal. Failure to make such examinations shall be at the proposer's sole risk.
- 5.3.3** The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of systems to be integrated with, shall in no way relieve any proposer from any obligations with respect to its proposal or to the Contract.

5.4 Proposal Withdrawal

- 5.4.1:** A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals. The Proposer shall notify the Superintendent of Public Works, in writing, of its intentions.
- 5.4.2:** If a change in the proposal is requested, the modification must be so worded by the proposer as to not reveal the original amount of the proposal.
- 5.4.3:** Modified and withdrawn proposals may be resubmitted to the Superintendent of Public Works up to the time and date set for the receipt of proposals.

5.5 Late Proposals

All proposals received at the Department of Public Works, on time, shall be accepted. All late proposals received by the Department of Public Works shall be returned, upon request from the proposer, unopened.

5.6 Respondent Questions

Respondents may contact the individual listed in Section 1 with any questions regarding this RFP. Respondents should not attempt to contact other Town staff or management directly during the pre-proposal or post proposal period.

6.0 Proposal Evaluation/Selection Process

6.1 Overview of Proposal Evaluation/Selection Process

The Town has attempted to provide proposers with a comprehensive statement of requirements through this RFP. Proposers are requested to make written proposals which present the proposer's qualifications and understanding of the work to be performed. Proposers must address each evaluation criteria and be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible, so that the Town may properly evaluate your capabilities to provide the required goods/services.

Selection may be made of one proposer deemed to be fully qualified and best suited among those submitting proposals. Demonstrations and possible site visits may be conducted for the proposers so selected. The Town reserves the right to award based on the responses received or to negotiate with any or all of the proposers so selected. Price shall be considered, but will not be the sole determining factor. The Town shall select the proposer which, in its opinion, has made the proposal that is most beneficial to the Town, and shall award the Contract to that proposer. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitations and the proposer's proposal, as negotiated.

6.2 Assessment

The Town shall employ an assessment of the proposals that are received in response to the RFP for Solid Waste and Recycling Services. Initially, each proposal must satisfy the minimum requirements listed below. Failure to comply with or failure to complete any of the minimum requirements will eliminate the proposer from progressing to the evaluation phase of the selection process.

6.2.1 Minimum Requirements

Proposer shall satisfy all minimum requirements, before proposer can advance to the evaluation process. Proposer shall provide the following:

1. Disposal Facility, and Recyclable Processing Facility, Capacity Compliance

Proposer must provide written documentation that the Disposal Facility, and Recyclable Processing Facility will have sufficient capacity to meet the Town's needs throughout the term of any Contract resulting from this RFP.

2. Experience.

Proposer must provide documentation of experience in providing Solid Waste Collection services for a minimum of three (3) municipalities, in Maryland/Delaware. Proposer must have provided services for both curbside Residential collection of solid waste and curbside collection of Recyclables.

3. Insurance.

The proposer will submit documentation to verify the entity's ability to acquire insurance coverage that complies with the insurance provisions described in Section 7.0 General Conditions. Examples of this documentation include a signed letter from an insurance provider certifying the proposer's ability of obtain the required insurance coverage.

4. Evidence, in form of substance satisfactory to the Town, the Contractor has been in existence for at least five (5) years and possess not less than five (5) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.

5. Disclose evidence of any civil or criminal complaints asserted against the contractor or Any of its

principal officers or equity owners within the preceding five (5) years, including any parent or subsidiary companies and their principal officers or equity owners.

7.0 General Conditions

7.1 Mandatory Information

Qualified proposer(s) interested in responding to this RFP must include the following information as part of their proposal. Failure to provide any information requested in this RFP may result in the disqualification of the proposal.

1. Each proposal must designate the individual(s), along with respective email addresses, who will be responsible for answering technical and contractual questions, with respect to their proposal.
2. The Town, in its sole discretion, expressly reserves the right to request and/or require any additional information from the proposer(s) that it deems relevant, with respect to this RFP.
3. Cost for developing proposals is entirely the responsibility of the proposer and shall not be chargeable to the Town.
4. Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP.
5. The contents of the proposal and any clarification or counter proposal thereto submitted by the successful proposer shall become part of the contractual obligation and incorporated by reference into the ensuing Contract.
6. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.
7. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
8. A proposer may withdraw his/her proposal by submitting a written request for its withdrawal, with the signature of an authorized individual, as described in Section 5.4 above, to the Superintendent of Public Works any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner will not be considered, if submitted after the deadline.
9. All proposals become the property of the Town and will not be returned to the Proposer.
10. By submitting a response, proposer certifies that it is a duly qualified, capable and otherwise bondable business entity that it is not in receivership or contemplates same, and has not filed for bankruptcy.
11. Submission of a proposal in response to this RFP shall affirm that the proposer will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual preference, color or national origin and that the firm will make efforts to ensure that employment is offered to applicants without regard to their race, religion, sexual preference, color or national origin.

7.2 Award of Contract

7.2.1 The award of the Contract shall be made to the responsible proposer, whose proposal is determined to be the most advantageous to the Town. All proposals must be valid for a minimum of 180 days from the date of submission.

7.2.2 All proposals submitted in accordance with the requirements of this RFP shall be considered offers to contract on the terms contained in the proposals and in this RFP and at the price offered by the successful proposer. When the Town awards a Contract to the successful proposer, it will constitute an acceptance of that offer and a Contract between the Town and the successful Proposer embodying the terms of this RFP and the proposal will become binding on the date of such award.

7.3 Reservations

7.3.1 The Town expressly reserves the right to the following:

- a. Waive any defect, irregularity or informality in any proposal;

- b. Reject or cancel any or all proposals, or part(s) of any proposal;
- c. Accept proposals from one or more proposers; and/or;
- d. Procure services by other means.

7.3.2 In considering the proposal(s), the Town reserves the right to select the acceptable proposer(s) who will offer contractual terms and conditions most favorable to the Town.

7.3.3 Requirements stated in the RFP shall become part of any Contract with the proposer(s) resulting from this RFP, and any deviations from these requirements must be specifically defined by the proposer in the resulting proposal, request for clarification and/or counter proposal which, if accepted, shall also become part of any Contract resulting from this RFP. The Town, however, reserves the right to modify the specifications of this RFP, and/or negotiate the price and any other terms with prospective proposers, as needed.

7.4 Insurance

Successful proposer shall procure and maintain, at its sole cost and expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work by successful proposer, his agents, representatives, volunteers, employees or subcontractors. Copy of the insurance requirement affidavit, as provided herein, shall be completed and returned with proposal.

7.4.1 Minimum insurance requirements

Proposers must provide evidence of ability to obtain and maintain the following insurance coverage during the term of any Contract resulting from this RFP.

- 1 Certificate of insurance company licensed to do business in the State of Maryland documenting the following insurance must be provided by the successful proposer prior to commencement of work under any Contract resulting from this RFP.
- 2 Workers' Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the Proposer must meet each stipulation required by the Maryland Workers Compensation Commission;
- 3 Commercial General Liability Insurance, at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations. Coverage must be written on an occurrence form.
- 4 Automobile liability insurance shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
- 5 Policies shall be endorsed to provide the of Denton, Md. a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the Town of Denton and the Commissioners of Denton, Md. as an additional insured on General Liability and Auto.
- 6 Waiver of Subrogation, in favor of the Town, with respect to General Liability, Auto, and Workers' Compensation.

7.4.2 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the Town from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "Town" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the Town or to reimburse the Town for its attorney's fees and cost related to the claim. This clause shall

survive the Contract. The Town is prohibited from indemnifying the Contractor and/or any other third parties.

7.4.3 Noncompliance

Noncompliance may result in the termination of any Contract awarded as a result of this RFP and award to another responsive and responsible proposer.

7.5 Safety

The successful Proposer shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Maryland and the United States and in compliance with OSHA and other laws, as they apply to its employees. Successful proposer is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The successful proposer shall be responsible for instructing its employees regarding safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations.

7.6 Terms and Conditions

These terms and conditions or, in the sole discretion of Town, terms and conditions substantially similar, will constitute and govern any agreement resulting from this RFP. If Proposer takes exception to any terms or conditions, Proposer will submit a list of the exceptions as part of its proposal. Proposer's exceptions will be reviewed by Town and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then Town may consider Proposer's exceptions when the Town evaluates the Proposer's proposal.

7.7 Permits and License

Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.

8.0 Scope of Work

8.0.1 Term of Service

The successful proposer(s) shall provide services for the term of the Contract, with an initial term of three (3) years, commencing on July 1, 2018 at 12:00 AM, EST. The Town reserves the option to renew the contract for up to two (2) additional one (1) year renewal terms.

8.1 Schedules and Routes

The successful proposer shall provide collection services to customers on a scheduled collection day. The successful proposer shall maintain the schedules and the routes on file with the Town. Any changes to the schedule and/or routes for residential customers are subject to the approval of the Town.

8.2 Remuneration

The Contactor shall bill residential units, and the Town shall pay the Contractor on a monthly basis to be received by Contractor by the 30th of the month following the month service was rendered.

8.2.1 Year one (1) through three (3) will be for a fixed rate for solid waste and/or recyclable services.

8.2.2 Following the third year of the agreement the Contractor may submit to the Town a written proposal for no rate increase or a rate increase encompassing residential services. Such proposals shall be based upon increases in the Consumer Price Index, landfill fees charged to

the Contractor or cost increases associated with the laws, ordinances or regulations adopted by local, state or federal agencies. The Town shall have the right to accept or reject any or all of the proposed increases.

8.2.3 The Contractor is responsible to pay for all tipping and other disposal fees.

8.3 Minimum Program Recyclable Materials (Proposal 3 Only)

Successful proposer shall, at a minimum, collect the following Program Recyclable Materials:

- 8.3.1** Recyclable Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.
- 8.3.2** Recyclable Plastics: #1 through #7 plastic bottles, containers, jugs and jars.
- 8.3.3** Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.
- 8.3.4** Recyclable Aluminum and Steel: Any food and beverage containers, cans, bimetal cans, or lids with or without paper labels, rings and lids composed primarily of whole iron, aluminum, steel, or other recyclable material of similar nature.

8.4 Spillage and Leakage

- 8.4.1** Successful proposer shall clean up any materials, including leakage of fluids spilled from successful proposer's vehicles.
- 8.4.2** During transport, all materials shall be contained, covered and enclosed so that spilling and leakage of materials does not occur.
- 8.4.3** Successful proposer shall be responsible for the cleanup of any spillage or leakage from its vehicles.
- 8.4.4** Successful proposer shall not leave the spill or leak from its vehicles unattended.
- 8.4.5** Successful proposer will carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks/vehicles.
- 8.4.6** If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by successful proposer, its vehicles or employees, the successful proposer will use all reasonable means available to remove the stain and restore the facility to the satisfaction of the Superintendent of the Dept. of Public Works.

8.5 Personnel

The successful proposer shall provide all personnel required to perform the scope of services. For the term of the agreement, the successful proposer shall maintain the following personnel:

- 8.5.1** 24 hour representative that is authorized to make decisions and act on its behalf, accessible to the Town twenty-four (24) hours a day via a non-toll call from the Town;
- 8.5.2** Operations manager qualified to be in charge of the operations under any Contract between the successful Proposer and the Town;
- 8.5.3** Any other personnel required to provide the scope of services;
- 8.5.4** Successful proposer will hire and maintain qualified personnel to provide the scope of services;
- 8.5.5** Personnel who normally or regularly come into direct contact with the public: the successful

Proposer shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;

- 8.5.6** Personnel operating collection vehicles: the successful Proposer shall ensure such personnel have a valid commercial driver's license;
- 8.5.7** The Contractor agrees to provide a drug free workplace for the Contractor's employees. In accordance with this clause, the employees of the Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- 8.5.8** All personnel shall serve the public in a courteous and helpful manner. The Town may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work in connection with any Contract resulting from this RFP.

8.6 Recordkeeping and Reporting

The successful Proposer shall submit electronic reports of the above records, using software and formats approved by the Town, on a monthly basis. All records shall be available to Town at reasonable times and places throughout the term of any Contract resulting from this RFP and for a period of five (5) years after last or final payment.

The successful Proposer shall create, maintain, and deliver to the Town the following records:

- 8.6.1** Document solid waste tonnage delivered to disposal facility;
- 8.6.2** Document recyclable materials delivered to recyclable processing facility;
- 8.6.3** Identify unaccepted loads by date collected, route, and facility;
- 8.6.4** Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
- 8.6.5** Other recordkeeping and reporting requirements as agreed upon by Town and successful proposer

8.7 Hours of Operation

8.7.1 Hours of Operation for Collection

Curbside collections shall be scheduled by collection routes (provided by the Town) on Tuesdays for once a week solid waste collection (2) twice a week collector with Tuesday for solid waste collection, and Thursday for Recyclable collection. No collection shall be made on Saturdays and/or Sundays unless the Contractor is directed to do so by the Town. Residential collection shall occur between but not before 6:00 a.m. and 5:00 p.m. on the scheduled collection day(s).

8.8 Holidays

Collection shall not be provided in observance of New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day. Suspension of service for any holiday shall not relieve successful proposer of its obligation to provide collection service in frequencies provided for in any Contract resulting from this RFP. Successful proposer shall for the remainder of the calendar week provide collection service to customers one day after their normal collection day as its catch-up day.

8.9 Customer Service Office

- 8.9.1** In order to provide a high quality of Customer service, successful proposer shall, at its own expense, provide and staff an office facility, to receive customer calls and provide face to face service.

- 1 Successful proposer shall maintain, at its own expense, a dedicated, local telephone line to receive Town Customer complaints or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday.
- 2 Successful proposer shall, at its own expense, maintain an internet email address to receive complaints or comments from Town Customers.

8.10 Performance Standards

8.10.1 Successful proposer (and its drivers, employees and agents) shall adhere to the following performance standards:

1. Carts shall be replaced upright within reasonable distance of Customer's placement without obstructing traffic or damaging landscaping;
2. Successful proposer shall not leave loose material, which during collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the collection operations;
3. Successful proposer shall maintain a consistent route schedule and comply with provisions related to hours of service;
4. Collection schedules shall be consistently performed as to morning or afternoon collection times;
5. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies;
6. Successful proposer will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
7. The successful proposer shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the successful proposer and successful proposer shall pick up any spillage.
8. Successful proposer shall comply with the Customer complaint resolution provisions of any Contract resulting from this RFP;

8.11 Customer Complaints.

- 1 Successful proposer shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
- 2 All Customer complaints about services shall be made and routed directly to the successful proposer and shall be given prompt and courteous attention.
- 3 In the case of alleged missed collections, the successful proposer shall make every effort to collect the material on the same day; but it must be collected within twenty-four (24) hours after the complaint is received. Unless otherwise specified in this contract, should the successful proposer for any reason after being notified fail to make any collection, then the Town, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the successful proposer the Town's cost as well as bill or deduct the successful proposer's pro-rata unit charge or rate for providing the service.
- 4 Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the Town. town staff shall contact the successful proposer to review the complaint. Successful proposer shall have five (5) business days from the date Town staff contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in any Contract resulting from this RFP. If the successful proposer cannot demonstrate that it met the performance standards outlined in this Contract within the five (5) business day period, then the complaint shall be considered by the Town to be unresolved, and the

Town shall have the authority to impose an administrative penalty on successful proposer. The successful proposer may appeal a penalty assessment to the TM in writing within five (5) business days of the date of the decision of the Town staff. The TM's decision shall be final.

8.12 Service Yard.

Proposer must identify the location of the service yard they propose to use. The service yard may be the same location as the local office.

9.0 Transition

9.1 Transition Plan.

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (Chesapeake Waste) to the successful Proposer(s). In the transition plan, Proposer must describe the following:

- 1 Individual or group of individuals that will oversee the transition;
- 2 Proposed approach, including equipment, personnel, and schedule, for delivering containers to customers. Proposers shall also describe how the delivery of containers will be conducted. Proposers will describe the procedure for Collection in the event that customers set out materials in both the existing containers and the new containers, (if applicable) for collection during the transition period;
- 3 Overall schedule for the transition, including the timeline in which the proposed schedule will be implemented;
- 4 Proposed strategies for customer service and public education regarding the potential transition of service providers.

9.2 Public Education.

Proposer shall provide the following public education information within their proposals:

- 1 Description of overall public education program to be provided by proposer to customers;
- 2 Strategies to ensure proper setout of materials for collection;
- 3 Description of proposer's personnel that have expertise in public education who will be available to provide technical support for public education efforts;
- 4 Sample public education materials that have been developed by the proposer for use in other municipalities for similar programs or service transition.

9.3 Specific Method of Approach Information Required

All proposers must submit the following information:

9.3.1 Description of Collection Vehicles.

Proposer shall describe collection vehicles proposed for Solid Waste, and Recycling, services, including all front-line and back-up vehicles. Description must include the following:

- a. Make, model, age, and description of each proposed vehicle by type of Solid Waste and Recycling service;
- b. Equipment or technology (GPS, RFID, digital cameras, direct connect phones, etc.) that will be included on each proposed vehicle;
- c. Number of front-line and back-up by type for each of Solid Waste, and Recycling, service;
- e. Description of maintenance program (inclusive of preventative maintenance, cleaning and repairs) and vehicle replacement schedule; and
- f. Timeline for acquisition of vehicles;

9.3.2 Description of Carts.

Proposer shall describe containers that will be used to collect solid waste and/or recyclables.

- a. The description must include the following:
- b. Manufacturer, make, color, and logos on the containers;
- c. Capacity of the containers;
- d. Photos of each type of container;
- e. Timeline for acquisition of containers;

10.0 Experience and Performance History

Proposer must disclose the amount of time that Proposer has been performing service under its current business name. Proposers shall provide a list of communities similar to the Town for which the Proposer or any affiliate has provided similar services to those for which Proposer is submitting a proposal. The Town reserves the right to contact such communities to inquire about performance.

10.01 Proposers must submit the following information regarding each community:

- 1 Description of services;
- 2 Estimated number of Customers serviced;
- 3 Quantity of material collected and disposed;
- 4 Quantity of material collected and recycled; and
- 5 Dates of service.

10.02 Proposer shall disclose any contract in the past five (5) years that ended prior to the Contract expiration date due to any of the following reasons:

- 1 Assignment of the agreement to another vendor;
- 2 Termination of the agreement;
- 3 Mutual agreement with the Customer to discontinue service; and/or
- 4 Other reason.

10.03 Proposers must disclose any litigation that occurred as a direct result of service agreements for similar services for which Proposer is submitting a proposal.

10.04 References

Proposer shall provide a minimum of three (3) references from senior officials at public agencies, cities, or towns served by the proposer or any affiliate of the proposer, since January 1, 2015, with services substantially similar to those for which the Proposer is submitting a proposal. Letters of reference will be accepted.

10.04.1 Proposer must provide the following information:

- 1 Name of the contact person, phone number, and e-mail address;
- 2 Description of services;
- 3 Estimated number of Customers serviced;
- 4 Quantity of material collected and disposed;
- 5 Quantity of material collected and recycled; and
- 6 Dates of service.

10.05 Exceptions to RFP

Proposers who wish to propose modifications to the RFP, including the standard terms and conditions, must clearly identify the proposed deviation and any proposed substitute language. The provisions of the RFP, including the standard terms and conditions, cannot be modified without the express written approval of the City.

10.06 Financial Capacity

Proposers must submit sufficient information to demonstrate the Proposer's financial capacity to handle a Contract for the services for which the Proposer is submitting a proposal. Examples of documentation that may fulfill this requirement include, but are not limited to, letter of credit from a financial institution for a minimum \$375,000, audited financial statements for the last three (3) years etc.; Proposers must also disclose whether they have ever filed for bankruptcy.

11.0 Termination

Subject to the provisions below, this Contract may be terminated upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work or services are completed and accepted.

- a. Termination for Convenience. The Town may terminate this Contract for convenience at any time, in which the case the parties shall negotiate reasonable termination cost.
- b. Termination for Cause. In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination cost.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring cost but not amortized in the price of the supplies or services delivered under the Contract.

PROPOSAL FORM

CONTRACTOR'S PROPOSAL FORM COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLES

The Town of Denton, Maryland (the "Town") is soliciting sealed proposals for Request for Proposal for Solid Waste and Recycling Services. The Town of Denton reserves the right to reject any and all proposals and waive informalities in proposals received.

Two (2) printed original copies of proposals must be sealed and returned to the Town of Denton, Attention: Superintendent of Public Works, 4 North Second Street, Denton, Maryland 21629 by 9:00 a.m. Eastern Standard Time, on Friday, April 23, 2018. All proposals must be plainly marked with the proposal name. "Solid Waste and Recycling Collection Services"

Proposer is responsible for delivery of response by the date and time set for the closing of the proposal acceptance. Responses received after the date and time set for the closing will not be considered.

The undersigned having carefully read and considered the terms and conditions of the contract documents for Solid Waste and Recyclables curbside collection and disposal for the Town of Denton, Md., does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract documents at the rates hereinafter set forth:

A. Residential Solid Waste Services Only

Price quoted is to represent the associated cost per residential unit per month

Proposal 1: Curb Side Residential Once a week Collection (Solid Waste)

Solid waste collection and disposal one (1) time per week, (no containers): \$ _____

Proposal 2: Curb Side Residential Once a week Collection (Solid Waste)

Solid waste collection and disposal one (1) time per week, (containers provided by contractor): \$ _____

B. Residential Solid Waste and Recyclable Services

Price quoted is to represent the associated cost per residential unit per month

Proposal 2: Curb Side Residential Twice a week Collection (once a week for Solid Waste once a week for Recyclables)

Solid waste collection and disposal one (1) time per week, (containers provided by contractor): \$ _____

Recyclables collection and disposal one (1) time per week, (containers provided by contractor): \$ _____

Total cost twice per week, once Solid Waste, once a week Recyclables \$ _____

OTHER ALTERNATE PROPOSAL ITEMS

Residential Household additional cart cost to Customer

1. Solid Waste, per cart: \$ _____

2. Recyclable, per cart: \$ _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the forgoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in false or sham bid, and has not directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of awarding the contract or anyone interested in the proposed contract; that all statements submitted in his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will pay any fee in connection therewith to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

SIGNED:

Signature

Title

Date

Certificate of Acknowledgement

State of _____ County of _____

On _____, before me, _____,
(date) (notary)

personally appeared, _____,
(signers)

personally, known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

(notary signature)

My Commission Expires: _____ (seal)

