

Request for Proposals
Curbside Solid Waste Collection Services
within various neighborhoods of Charles County, Maryland

RFP No. 10-07

Issued: August 4, 2009

by
Charles County, Maryland



Proposals are due by 3:00 p.m., September 17, 2009 in the

Office of the Purchasing Agent
ATTN: Ms. Sonya Williams
Assistant Chief of Purchasing
Charles County Government Building
P.O. Box 2150
200 Baltimore Street, Room B-130
La Plata, MD 20646
Phone: (301) 645-0656

Proposals received after the deadline will be rejected.

An optional pre-Proposal conference will be held in the Commissioners' Conference Room at the Charles County Government Building, 200 Baltimore Street, La Plata, Maryland on August 20, 2009 at 2:00 p.m.

CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services
SONYA WILLIAMS, Assistant Chief of Purchasing



Request for Proposals No. 10-07

Curbside Solid Waste Collection Services
within various neighborhoods of Charles County, Maryland

The County Commissioners of Charles County are hereby requesting sealed proposals for Municipal Solid Waste and Bulky Waste collection services at residences within designated development district neighborhoods in Charles County, with collected wastes to be delivered for disposal at the Charles County Landfill.

Documents pertaining to this Request for Proposals (RFP) may be obtained in the office of the Purchasing Agent, Room B-130, Charles County Government Building, 200 Baltimore Street, La Plata, Maryland, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All proposals should be submitted to the attention of the Purchasing Agent, Room B-130, Charles County Government Building, P.O. Box 2150, 200 Baltimore Street, La Plata, Maryland 20646. Proposals shall be sealed in an envelope marked "Proposal No. 10-07, DO NOT OPEN." Proposals will be received until 3:00 p.m. on September 17, 2009.

Questions regarding the submission of proposals and award process should be directed to the Charles County Purchasing Office. Questions of a technical nature should be directed in writing to Mr. Dennis Fleming, Chief of Environmental Resources, Charles County Public Facilities, 1001 Radio Station Road, La Plata, Maryland. An optional pre-Proposal conference will be conducted at 2:00 p.m. on August 20, 2009, in Commissioners' Conference Room at the Charles County Government Building, 200 Baltimore Street, La Plata, Maryland.

Proposals may not be withdrawn for a period of ninety (90) days from the date of the submission deadline.

The County Commissioners reserve the right to accept or reject any proposal or any item listed therein. The Commissioners further reserve the right to waive any informalities in proposals received.

Certified Minority Business Enterprises are encouraged to respond to this invitation.

Sonya Williams
Assistant Chief of Purchasing

Publish one (1) time issue of August 4, 2009.

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APPENDICES

- Appendix 1: Maps of Individual MSW Residential Collection Districts
- Appendix 2: Solid Waste Collection Cart Specifications
- Appendix 3: Form of Service Agreement

FORMS

- Form A: Proposer Information
- Form B: Representations and Certifications
- Form C: Certification of Nondiscrimination in Employment
- Form D: Charles County Minority Business Enterprise Utilization Affidavit
- Form E: Cost Proposal Form
- Form F: Contractor's Questionnaire
- Form G: Contractor's Affidavits

Request for Proposals Curbside Collection Services for Solid Waste within various neighborhoods of Charles County, Maryland

1.0 GENERAL DESCRIPTION AND BACKGROUND

1.1 Introduction

Charles County, Maryland (County) currently provides curbside recycling collection services, through a private contractor, to an estimated 32,000 residences within a development district. In contrast, Municipal Solid Waste collection is contracted directly by residents and/or home-owners' associations from private haulers or is self-hauled to one of the County's drop-off centers. In an effort to create standardized collection services and price efficiencies, the County wishes to contract with a private hauler, or private haulers, for weekly collection of Municipal Solid Waste from single-family and townhome residences in multiple neighborhoods encompassing an estimated 6,787 customers located within a portion of the County's development district. All of these customers receive curbside recycling services via the County's curbside recycling contract. Additionally, a monthly service for Bulky Waste collection as part of a "call-in" service will be provided. A recent update to the Charles County Solid Waste Management Plan has accommodated the Work on this project.

The details of the specific Work being offered by the County under this Request for Proposal (RFP) is outlined in Section 15.0. Proposals are being solicited for three options described in Section 15.6. However, collection from at least 1,000 Dwelling Units is a requirement.

1.2 Contractor Franchised Municipal Solid Waste and Bulky Waste Collection and Delivery to Charles County Landfill

The County is soliciting Proposals from private contractors to collect and haul Municipal Solid Waste (MSW) and Bulky Wastes from MSW Residential Collection Districts, and deliver such collected MSW to the Charles County Landfill for a period of 3 ½ years starting January 7, 2010. The service period will be January 7, 2010 to June 30, 2013. All MSW collected under this Solid Waste Collection Service Agreement (Service Agreement) must be brought by the contracted private hauler(s) to the Charles County Landfill for disposal. It is intended that each Dwelling receive MSW collection once weekly on Thursday and Bulky Waste collection once per month on a day to be determined prior to the Project Start Date.

Upon delivery of MSW to the Charles County Landfill, the Contractor(s) will pay no tipping fee for the material collected from MSW Residential Collection Districts; the County will provide disposal free-of-charge. As such, the driver must give the scale house personnel an appropriate identifier, indicating the route from which the MSW was collected. Bulky Wastes collected from MSW Residential Collection District Dwelling Units must also be delivered to the Charles County Landfill by the Contractor(s). The Contractor(s) will pay no tipping fee for the Bulky Waste material collected from MSW Residential Collection District Dwelling Units, provided that the Bulky Waste is segregated properly at the Charles County Landfill, keeping

typical CFC (Chlorofluorocarbon)- containing Bulky Scrap Metal items, other Bulky Scrap Metal, and remaining Bulky Waste separated at the point(s) of off-load.

The Contractor(s) shall obtain the applicable local, State and federal permits and approvals for collection, hauling, and delivery of the residential Solid Waste collected.

Collection of materials other than MSW and Bulky Waste are not covered nor requested in this solicitation. The Contractor(s) will not be required to collect hazardous waste as defined in the Maryland COMAR and Solid Waste Management Regulations, friable asbestos, and/or regulated medical wastes. Additionally, collection of source-separated motor oil, certain scrap metal, household hazardous waste, tires, textiles, batteries and Recyclables is not part of this RFP and should be handled separately by the County residents at the County Convenience Centers located throughout the County or through the current curbside collection of Recyclables, as applicable.

Curbside collection of Recyclables and Yard Wastes within the eight (8) MSW Residential Collection Districts are not the subject of this RFP, and will remain the responsibility of a third-party private contractor currently under separate contract to the County.

Figure 1 is a map of the MSW Residential Collection Districts. Table 1 provides a listing of the communities, also referred to as neighborhoods, to be serviced under this RFP and a count of the current number of residential Dwelling Units per MSW Residential Collection District neighborhood, by name.

Figure 1 - Map of the MSW Residential Collection Districts Location

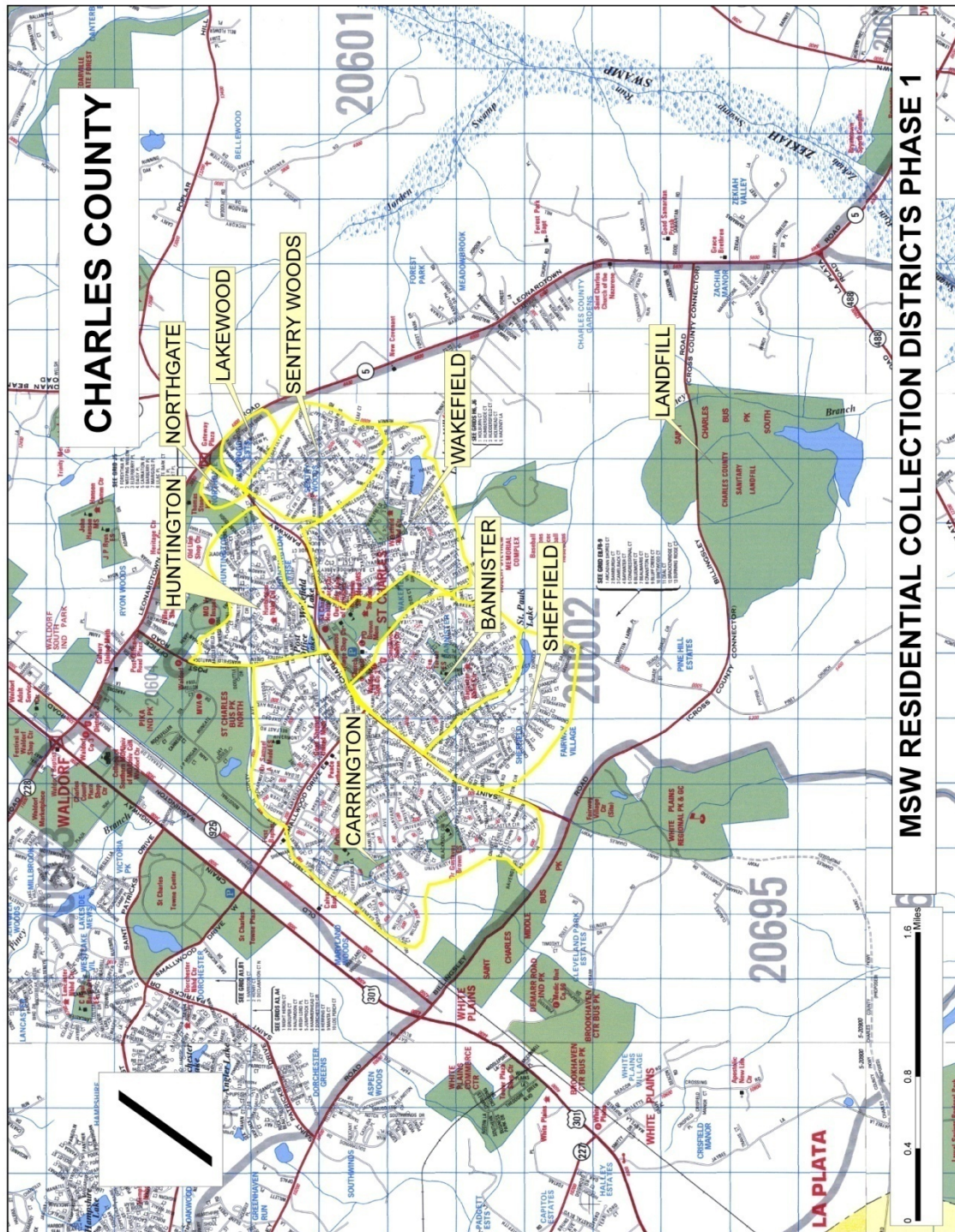


Table 1 – Residences/Dwellings per Neighborhood

NEIGHBORHOOD	TOTAL RESIDENCES	SINGLE FAMILY	TOWN HOUSES	DUPLEX¹	TRI- PLEX¹	QUAD- PLEX¹
Bannister	1,018	770	248			
Carrington	2,170	1,899	147	88	36	
Huntington	809	389	310	110		
Lakewood	264		264			
Northgate	103		103			
Sentry Woods	497	382	51			64
Wakefield	997	718	279			
Sheffield	929	662	267			
TOTAL	6,787	4,820	1,669	198	36	64

*Note 1: Multi-unit housing listed as number of actual residential Dwelling Units
(3 triplex = 3 total residences)*

2.0 PREPARATION OF THE PROPOSAL

The Charles County Purchasing Agent will receive Proposals for this service at the Charles County Purchasing Department, P.O. Box 2150, 200 Baltimore Street, La Plata, MD 20646 until 3:00 pm September 17, 2009.

Each Proposal, together with appropriate attachments, must be submitted in duplicate in a sealed envelope bearing on the outside the name of the Proposer, the Proposer's address and plainly marked "Proposal No, 10-07, Do Not Open." If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. If forwarding by mail, certified mail should be used.

All Proposals will be made on the proposal form attached hereto and must be signed by the Contractor as Proposer. All blank spaces in each Proposal form must be completed in full in ink or typewritten, in both words and figures. In the event of a discrepancy between the figures and the words, the worded dollar value will govern.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. Proposals or unsolicited amendments to Proposals arriving after the closing time and date shall not be considered.

All Proposals shall be valid for a period of ninety (90) days after opening.

3.0 CONTRACT EXECUTION

Within ten (10) days after receiving a notice of award, time being of the essence, the successful Proposer shall obtain a performance bond in accordance with Section 22.7 and certificates of insurance in accordance with Section 22.1. Failure to comply shall entitle the County to the remedies specified in Section 22.1 hereof without further notice to the Proposer.

4.0 POWER OF ATTORNEY

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

5.0 INDEMNITY

If a contract is awarded, the successful Proposer shall be required to indemnify and hold the County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of, any persons arising out of or attributable to the Proposer's performance of the contract award.

6.0 QUANTITIES AND CONDITIONS

The combined number of residential units to be serviced under any contract will be that determined by actual house counts by County staff. In addition to the estimated number of Dwellings in each neighborhood presented in Table 1, Appendix 1 contains a listing of the areas to be served and general map of the streets in each neighborhood. However, each Proposer must determine the exact nature and existing conditions of collection routes and requirements of the specifications for extent and quality of work to be performed. Failure to do so shall not relieve the successful Proposer of the obligation to carry out the provisions of this RFP and ensuing contract.

Each Proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the County.

The Proposer's attention is directed to the fact that all applicable state laws, County ordinances and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they shall be deemed to be included in the contract as though written out in full in the contract.

7.0 ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proposer shall be requested of the Chief of Environmental Resources in writing and, if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded to each Proposer. Every request for such explanation shall be addressed in writing to:

Ms. Sonya Williams
Assistant Chief of Purchasing
Charles County Purchasing Office
P.O. Box 2150
200 Baltimore Street
La Plata, MD 20646
Email: Williams@charlescounty.org

Mr. Dennis Fleming
Chief of Environmental Resources
Department of Public Facilities
1001 Radio Station Road
La Plata, Maryland 20646
Email: FlemingD@charlescounty.org
Phone: 301-932-3599

A copy of any comments or questions should also be sent to:

Mr. Bob Brickner
Executive Vice President
Gershman, Brickner & Bratton, Inc.
8550 Arlington Boulevard, Suite 304
Fairfax, VA. 22031
Email: Bbrickner@gbvinc.com
Phone: 703-573-5800

No oral interpretations will be made to any Proposer. Responses to all questions will be in the form of an addendum, issued to all Proposers. Interpretations, corrections or changes to the RFP made in any other manner will not be binding on the County.

Any verbal statements regarding same by any person prior to the award shall be non-authoritative and not binding.

Addenda issued by the County to known holders of the RFP prior to date of receipt of Proposals shall become a part of the Service Agreement documents and all Proposals shall include the work described in the Addenda.

There will be an optional pre-Proposal conference on August 20, 2009 at 2:00 p.m. in the Commissioners' Conference Room of the Charles County Government Building, 200 Baltimore Street, La Plata, Maryland.

8.0 DISQUALIFICATION OF PROPOSERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of its Proposal:

- Evidence of collusion among Proposers.
- Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- Default on a previous similar contract for failure to perform.

In determining the responsibility of Proposers, the County may require Proposers to furnish additional information or documents not specifically identified in the RFP or these specifications in order to satisfy the County that the Proposer is prepared to perform the work in a satisfactory manner, adhering to the requirements of these specifications.

The County reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make an award or awards in any manner consistent with law deemed in the best interest of the County.

9.0 RIGHTS TO CARBON CREDITS

The County reserves the right to any and all Carbon Credits, Green House Gas reductions, and/or compensation or other financial benefits that may be derived there-from as a result of services provided by any Contractors or all Contractors pursuant to this RFP.

10.0 QUALIFICATIONS

To be deemed qualified, the Proposer must demonstrate requisite experience, skills, and resources necessary to successfully perform and complete the facilities and services requested in the RFP. A minimum of three years' experience in providing solid waste collection services must be demonstrated. The Proposer must have the management, technical and financial qualifications to perform the services outlined herein, which may be acquired through subcontractors.

11.0 EXAMINATION OF SITE AND DOCUMENTS

The MSW Residential Collection Districts proposed for this MSW Collection Service are depicted on the enclosed Appendix 1 maps and the general location of these neighborhoods within Charles County is shown in Figure 1. The locations are part of the existing Charles County Development District and close to major thoroughfares. The Proposer will be responsible for visiting the neighborhoods as part of its response to this solicitation. The Contractor will be responsible for performing all surveys, including but not limited to house counts, collection locations, etc. associated with the MSW Collection Services to be provided to residences in the subject neighborhoods.

Each Proposer is encouraged to visit the MSW Residential Collection Districts and the site of the Charles County Landfill to become acquainted with the conditions related to MSW Collection Services and the delivery of Solid Waste collected to the Landfill, including understanding the existing facilities, and the difficulties and restrictions connected with execution of the Work. Proposers are encouraged to thoroughly examine the available documentation on the sites, including that provided as part of this RFP. Failure or omission to thoroughly examine any document or visit the sites shall in no way relieve the Proposer from any obligation with respect to his Proposal or Service Agreement. Submission of a Proposal shall be taken as a prima facie evidence of compliance with this section.

12.0 INFORMATION NOT GUARANTEED

Information given in this RFP relating to the MSW Residential Collection Districts, including Appendix 1: Maps of Individual MSW Residential Collection Districts, is believed to be from the best information available, but is not guaranteed. All such information and the drawings of existing conditions are furnished only for the information and convenience of the Proposers.

13.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Except as provided in the Charles County Purchasing Resolution, all proceedings, records, Service Agreements and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Maryland Freedom of Information Act.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation of Proposals and negotiations of a Service Agreement are completed, except in the event that the County decides not to accept any of the proposals and to reopen the RFP process. Proposal records shall be open to public inspection after award of the Service Agreement, subject to the provisions of this section.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a Proposer, offeror or contractor in connection with this procurement transaction shall not be subject to public disclosure under the Maryland Freedom of Information Act; however, the Proposer, offeror or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.

14.0 DEFINITIONS

For the purpose of this Request for Proposals the following definitions apply:

Addenda - Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the RFP or the Service Agreement Documents therein.

Bags - Refers to paper yard waste bags designed for leaves and grass with sufficient wall strength to maintain physical integrity when lifted and loaded weight not to exceed 50 pounds.

Bulky Scrap Metal – means metal wastes, including but not limited to metal box springs, metal awnings, metal railings, cast iron tubs and sinks, lawn mowers, bicycles, metal bed frames, metal shelving, furnaces, metal fencing, plumbing pipe, exercise machines, barbeque grills, garage door runners, metal desks, file cabinets, ladders, barbells, metal

playground equipment, audio/visual carts, aluminum siding, metal wheelbarrows, screen doors, car doors; and White Goods, such as residential appliances, including but not limited to, water heaters, washers, dryers, stoves, air conditioners and refrigerators. Bulky Scrap Metal items must be properly segregated at the Charles County Landfill point(s) of off-load, keeping typical CFC (Chlorofluorocarbon)- containing Bulky Scrap Metal items separate from other Bulky Scrap Metal and other Bulky Scrap Metal separate from remaining Bulky Waste items. Typical CFC-containing Bulky Scrap Metal items can include, but are not limited, to refrigerators, freezers, air conditioners, etc.

Bulky Waste – means large items of Solid Waste from residents of the County such as furniture, trees, stumps, Bulky Scrap Metal, other similar bulky materials which, as individual items, are 50 pounds or greater; provided that Bulky Waste shall not include any MSW, which because of its size or weight should be part of the weekly MSW collection. Bulky Waste does include individual Bulky Scrap Metal items, such as White Goods, if the item weighs more than 50 pounds, except when delivered to the Charles County Landfill, at which point Bulky Scrap Metal items must be kept separated from remaining Bulky Waste at the point(s) of off-load.

Bundled Brush - Refers to branches, yard and garden trimmings securely tied together (no metal ties) forming an easily handled package not exceeding 4 feet in length and 50 pounds in weight. Individual branches are not to exceed more than 6 inches in diameter.

Calendar Year – January 1 to December 31 of respective year.

Contractor - A person, firm or corporation with whom County has entered into the Service Agreement.

Commercial Waste - All solid waste generated by establishments engaged in business operations other than manufacturing. This category includes, but is not limited to, solid waste resulting from operation of stores, markets, office buildings, restaurants and shopping centers.

Construction Waste - Solid waste which is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, or other structures. Construction wastes include, but are not limited to, lumber, wire, sheet rock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics, if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases, or semi-liquids and garbage are not construction wastes.

Contractor - Refers to the successful Proposer with whom the Service Agreement has been entered into with the County.

Coordinator - Refers to a representative of Charles County Department of Public Facilities.

County - Charles County, Maryland

County Fiscal Year – July 1 to June 30 of respective year.

Department - Refers to the Charles County Department of Public Facilities.

Designated Disposal Facility - Refers to current Charles County Landfill.

Directive - Refers to a direct written or verbal instruction or warning that is made by the Coordinator to the Contractor. The Contractor shall respond to directives by the County within two (2) hours.

Dwelling Unit or Dwelling - Refers to detached and attached single family homes including townhouses, duplexes, triplexes, and quadplexes located in the MSW Residential Collection Districts.

Front-Porch Pickup - Refers to residences where Solid Waste Collection Containers are marked and the Contractor will be required to retrieve such Solid Waste Collection Containers from the front porch or drive way area and return the Solid Waste Collection Containers to the same location after emptying MSW into the collection vehicles.

FYI - Refers to a specific service condition that warrants attention on behalf of the Contractor.

Hazardous Waste - As described by the Maryland Hazardous Waste Regulations and any other applicable state or federal regulations.

Hot List - Refers to all residences that have reported three or more missed collections of MSW within one year. The Contractor is subject to fines for unsatisfactory service.

Landfill - The Charles County Sanitary Landfill #2, located at 12305 Billingsley Road, Waldorf, Maryland.

Loose Brush - Refers to Yard Waste that can be gathered with two hands.

MDE - The Maryland Department of the Environment.

MSW Collection Services – The services to be provided with the MSW Residential Collection Districts as described in the RFP and as more fully indicated in the definition of Municipal Solid Waste (MSW) contained herein.

MSW Residential Collection District(s) – Any one, combination, or all of the eight (8) Charles County development district neighborhoods, known as either Bannister, Carrington, Huntington, Lakewood, Northgate, Sentry Woods, Sheffield, and/or Wakefield, in which this franchised Work is to be performed under this RFP and the resulting Service Agreement.

Municipal Solid Waste (MSW) - The solid waste normally collected from residential and commercial sources and disposed of in the Charles County Landfill, including but not limited to: garbage, trash, rubbish, refuse, offal, beds, mattresses, sofas, bicycles, baby carriages, excepting, however, Non-Acceptable Waste, Bundled Brush or Loose Brush, Bags of Yard Waste and Recyclables set aside by the residential and commercial sources for separate collection are not part of the MSW stream for purposes of collection and disposal under this Service Agreement. MSW, as used herein, also does not include regulated hazardous waste as described by Maryland Hazardous Waste Management Regulations, or any other applicable State or federal regulation, and will not pose a threat to health or public safety, or cause injury to, or adversely affect the curbside collection of the material or the operation of the County disposal facility. MSW does not include Recyclables, Yard Waste or Special Waste nor dirt, root balls, rocks, sod and sweepings.

Non-Collection Notice - Refers to County-provided stickers which will be used by the Contractor to inform residents within the MSW Residential Collection Districts of unacceptable material or improperly prepared material. Contractor will be responsible for specifying reason for non-collection.

Non-Acceptable Waste - Means explosives, pathological and biological waste; Hazardous Waste, radioactive materials; foundry sand; sanitary sewage and other dilute liquid waste; human and large quantities of animal remains; motor vehicles; agricultural and farm machinery and equipment; liquid wastes; and waste such as cleaning fluids, crank-case oils, cutting oils, paints, acids, caustics, poisons, drugs or other materials that are not accepted at the County Landfill.

Project Start Date – The date on which the MSW Residential Collection Districts will begin receiving Solid Waste Collection Services from the Contractor under the Service Agreement.

Proposal - The offer or Proposal submitted by the Proposer.

Proposer - Any firm, Contractor, corporation, joint venture, or other group of companies or individuals who, singularly or together, develop and submit a Proposal in response to the Request for Proposals.

Public Road or Public Street – Refers to not only County roads, but any road, street or alley determined to be accessible by the County.

RCRA - Resource Conservation and Recovery Act, as it may be amended from time to time and any regulations adopted pursuant thereto. In the event the State of Maryland or the federal government adopts stricter standards for solid waste disposal, such stricter standards shall apply, whether included in RCRA or another act.

Recyclables - Mean the following materials and any future materials that have useful physical or chemical properties including, but not limited to: Aluminum, Tin, and Bi-Metal food and beverage containers, Ferrous (Iron) cans, Aerosol cans; Glass food and beverage containers (brown, clear, and green); PET Plastic containers with the symbol #1

(screw tops), HDPE Natural Plastic containers with the symbol #2 (narrow-neck containers such as milk and water bottles), HDPE Pigmented Plastic containers with the symbol #2 (narrow-neck containers such as detergent and shampoo bottles); and Fiber material including newsprint, magazines, catalogs, telephone books, printer paper, copier paper, office paper, colored paper, and construction paper.

Request for Proposals (RFP) – RFP No. 10-07 issued by Charles County, Maryland.

Route Supervisor - The Contractor's designated employee responsible for front line supervision of the Service Agreement.

Service Agreement - The written agreement between County and Contractor which is entered into pursuant to this RFP.

Service Agreement Date - The date the Service Agreement is executed.

Service Agreement Documents - The Service Agreement, Contractor's Proposal (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Service Agreement, this Request for Proposals, Addenda to the Request for Proposals, together with all amendments, modifications and supplements issued on or after the Effective Date of the Service Agreement.

Service Area - Refers to the collection routes for which MSW collection is to be provided under the terms of the Service Agreement. A map of the service area is provided in the Request for Proposal.

Solid Waste – See Municipal Solid Waste (MSW).

Solid Waste Collection Container(s) or Container(s) – A waste collection cart, meeting the specifications set forth in Appendix 2 for single- or multi-family collection, for the Dwelling Unit collection points within the MSW Residential Collection Districts. Whereas Charles County has negotiated a specified Solid Waste Collection Container supplier and associated pricing, these containers will be provided at the expense of the Contractor who will also be responsible for maintaining an inventory of no less than an average of 3% (three percent) spare carts/containers at their business facility. The Contractor is responsible for delivery of the Containers within the MSW Residential Collection Districts.

Special Waste - Solid wastes that are difficult to handle, require special precautions because of hazardous properties, or the nature of the waste creates waste management problems in normal operations. Examples include, but are not limited to, asbestos, medical wastes, sludges and hot ashes.

Subcontractor - An individual, firm or corporation having a direct contract with Contractor for the performance of a part of the Work.

SWA – Refers to Solid Waste Application, a proprietary internet-based solid waste service tracking system accessible by the County and the Contractor for the purpose of tracking Dwelling Unit residences, MSW collection and Bulky Waste service issues.

Work - Any activity, including procurement of equipment, containers or other activity required of the Contractor by this RFP and the ensuing Service Agreement, to provide the franchised MSW Collection Services and Bulky Waste collection services to the specific MSW Residential Collection Districts noted in the RFP and that becomes part of the Service Agreements, including the delivery of the MSW and Bulky Waste collected to the County Landfill.

Yard Waste - Refers to compostable, organic waste materials such as grass, leaves, garden clippings, branches and brush that are generated from residential units and their surrounding properties. Dirt, root balls, rocks, sod and sweepings are not included in the definition.

15.0 SCOPE OF WORK

15.1 General Specifications

In accordance with the provisions of this RFP, Work shall consist of the curbside collecting of MSW on Thursday of each week from the residential Dwelling Units described in this specification. Collection shall take place throughout the year for the duration of the Service Agreement.

The Work shall also include all supervision, manpower, equipment and materials necessary to provide the services described above. The Contractor will be responsible for weekly MSW collection from residents.

Additionally, (as described in Section 15.9) the Contractor will provide a monthly Bulky Waste collection service during the term of the Service Agreement, based on a “Bulky Waste pick-up list” originating with the County.

All collected MSW materials and Bulky Waste collected by any Contractor under the Service Agreement shall be transported to the County Landfill. The Contractor shall be responsible for the materials covered by the Service Agreement until they are delivered to the Landfill and the Contractor shall bear all risk of rejected materials after notice of rejection. Rejected materials must be removed by and at the expense of the Contractor within twenty-four (24) hours after notification of rejection at the Contractor’s expense.

The Contractor shall not be responsible for the payment of any tipping fees at the landfill for MSW and Bulky Waste specifically collected under the terms of the Service Agreement, provided the material(s) are delivered properly segregated.

15.2 Personnel

The Contractor shall maintain a fully qualified work force throughout the period of this Service Agreement with a sufficient number of workers to perform all required services within the hours indicated in these specifications. If necessary, to fulfill the terms of this Service Agreement, the number of workers performing the contracted services shall be increased to exceed the manpower requirements identified in the Contractor's Proposal. The workers shall be thoroughly instructed by their supervisors as to the required duties and methods of performance. All personnel must receive close and continuing front line supervision during the course of each service day.

The Contractor's workforce shall be required to daily monitor all reported curbside collection issues and respond appropriately within the designated time frames. Equipment failure shall not relieve the Contractor of his obligation to perform work in the specified response time frame.

All personnel shall maintain a courteous and respectful attitude toward the public at all times. Service is to be conducted quietly and without the use of loud or profane language. At no time shall there be any soliciting or requesting of gratuities of any kind.

While collection under this RFP is only to be completed on Thursdays during the Year, the Contractor's Route Supervisor will report to the Coordinator or his/her designee, Monday through Friday by 8:00 am and again between 3:00 & 4:00 p.m. The Route Supervisor shall maintain an active cell phone Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturday from 7:00 a.m. to 4:00 p.m. Voice messages from the Coordinator or his/her designee shall be responded to by the Contractor's Route Supervisor within one hour.

15.3 Equipment

The Contractor shall provide reliable and efficient motor equipment to remove the MSW materials from the service areas in accordance with the collection schedule. Each vehicle used by the Contractor in the collection of MSW shall be kept clean and presentable and shall be clearly marked on both sides of its exterior with the name of the Contractor as well as temporary, County-approved signs depicting the Charles County MSW service. The County signs are to be removed when the collection vehicles are not being used to service the County's MSW Residential Collection District(s).

It is intended that the Contractor utilize vehicles suitable for the type of collection in this Service Agreement; conventional packer trucks or semi-automated collection vehicles for MSW, as an example. The design and integrity of the vehicles shall facilitate the expedient collection of material and minimize spillage material falling out of vehicle.

Collection vehicles shall be equipped with covers, tarpaulins and/or other features to prevent collected MSW from blowing from or otherwise spilling from the collection vehicle. Vehicles shall be designed to prevent leakage of liquid wastes. The Contractor shall carry litter cleanup equipment and shall use it to clean up materials which are spilled, dropped or broken by the collection personnel.

Mobile equipment failure or other factors resulting in a delay of collection must be reported to the Coordinator within one half hour of notification from the field unit. The Contractor shall be required to dispatch his back-up equipment and continue the route within one (1) hour of notification of a breakdown. All vehicles used by the Contractor shall be equipped with a means of communication. This may include two-way radios, cellular phones or audible pagers capable of signaling field units of a need to communicate with the Contractor's office.

The Contractor shall be responsible for all maintenance of equipment and for the provision of all gasoline, oil, lubricants, parts and service. The Contractor shall register all equipment to be used in the performance of the Service Agreement with the County. The Contractor shall provide the County with the year, make and model of chassis and body, registration and license number of each vehicle/trailer and shall have each vehicle weighed and identified by the County.

15.4 Solid Waste Collection Containers

Prior to initiating collection service on each route on a date designated by the Coordinator, the Contractor shall distribute a Solid Waste Collection Container and County-provided printed informational material to each new and existing Dwelling Unit. Appendix 1 provides maps and a street listing of the MSW Residential Collection Districts requiring delivery of Solid Waste Collection Container(s) and MSW Collection Services. Whereas Charles County has negotiated a specified Solid Waste Collection Container supplier and associated pricing, Appendix 2 provides the general specifications for the Solid Waste Collection Containers desired to be purchased for the County by the Contractor, and to be utilized by the residences. In addition, during the forty-two (42) month term of the Service Agreement, the Contractor will be responsible for delivering additional Solid Waste Collection Containers to the appropriate Dwelling Unit(s) within the neighborhoods of their service area due to lost Solid Waste Collection Containers, new homes built and occupied after the Project Start Date, or new residents of existing homes where the previous dweller might have left with the Solid Waste collection Container. Such deliveries of new Solid Waste Collection Containers will be completed by the Contractor on an ongoing basis within five (5) days of notification by the County.

There will be no limit to the amount of MSW which a resident may place at the curb for collection and the distributed Solid Waste Collection Container only provides a certain level of controlled volume. However, any and all MSW set out by the dweller, will be collected by the Contractor. The Contractor shall not pick up Recyclables, Yard Waste, or Bundled Brush also set out for collection unless otherwise directed by the Coordinator.

The Contractor shall be required to provide input to the County documenting: (1) the number of Solid Waste Collection Container(s) delivered within each residential district contracted, (2) the address and residential district where each Solid Waste Collection Container was delivered, (3) the serial number of each Solid Waste Collection Container, and (4) the date of delivery.

15.5 Inspection

All services to be performed under this Service Agreement and related records shall be subject to inspection, approval and acceptance by the Coordinator. The Contractor shall allow the Coordinator access at any reasonable time to the equipment and facilities utilized in performance of the contracted services for the purpose of inspecting the Contractor's performance and adherence to the Service Agreement. Failure by the Contractor to provide access to equipment, facilities or records shall, at the County's option, operate as cause for termination of the Service Agreement.

15.6 Specifications for MSW Collection-Based Proposals

This Section defines the MSW collection services subject to the proposal process. Proposers are free to propose on all three or any single part of the MSW Collection services. Each service is described, and the RFP forms related to each service are identified. The work to be performed under the "MSW Collection-Based Requirement" portion of this RFP includes the following:

Furnishing all labor and collection-related equipment required to load and transport municipal solid waste material, from one (1) to all eight (8) of the neighborhoods, with delivery to the County Landfill as clearly described in this RFP. However, at least 1,000 residential pickups must be provided by the Proposer.

In keeping with the current contracted collection day for Recyclables and Yard Waste, all collection within the MSW Residential Collection District borders for this proposal related to the conventional MSW Collection-Based Services (as described above), must be provided on Thursday by a Contractor or Contractors , as follows:

- **Option 1:** Individual Neighborhood MSW Collection-Based Services – Proposed Cost entries for each MSW Residential Collection District greater than 1,000 residences (one-by-one) desired to be serviced by the Proposer "without impact of clustering". The proposal must describe the neighborhood(s) desired to be serviced and include individual costs for weekly MSW collection on Thursday with the disposal destination to be the County Landfill.
Note: This Option 1 allows any Proposer to isolate any of the two individual neighborhoods with more than 1,000 residences and make a proposal on an individual neighborhood basis. Service of every neighborhood by the Proposer under this option is not requested.
- **Option 2:** Clustering Neighborhood MSW Collection Services – Proposal for servicing "each" individual MSW Residential Collection District (one-by-one) that are desired to be serviced by Proposer "with clustering of economical routes between these neighborhoods." This proposal must still aggregate at least 1,000 residences and include the individual costs for MSW Collection for each cluster of County neighborhoods noted, all collected on Thursday, and with the disposal destination to be the County Landfill.

Note: This Option 2 allows any Proposer to merge any neighborhoods where economy of scale collection/hauling is deemed cost effective. As with Option 1, service of every County neighborhood by the Proposer under this Option 2 is not required.

- **Option 3:** All-Neighborhood Full MSW Collection Services – Proposal for servicing “all” of the County MSW Residential Collection Districts (as one master collection contract, for Thursday only collection, with no neighborhood boundaries) which allows the Proposer to achieve “ideal clustering and most economical routes within the eight (8) County neighborhoods to be serviced. While intended to ultimately be considered as one master collection contract, the Proposal must include individual costs entries for each County neighborhood for MSW Collection with the disposal destination indicated to be the County Landfill.

Note: This Option 3 would allow any Proposer to consolidate and service all eight (8) County neighborhoods and determine the most cost-effective hauling routes and propose the Thursday collection schedules deemed most appropriate by the Proposer.

Proposers interested in providing MSW collection to one, a cluster, or all of County neighborhoods shall provide pricing on Cost Proposal Forms CP-1, CP-2, and CP-3 that are located in Form E. Proposers are not discouraged from filling out more than one form. While it will ultimately be the Contractor’s responsibility to accurately count the Dwelling Units within each MSW Residential Collection District if it disagrees with the Table 1 County Information, for Proposal purposes, use of the data in Table 1 is required. However, the County makes no warranty or guarantee of the number of Dwelling Units.

Depending upon the number of Contractors selected as a result of this RFP, the ensuing negotiations and the neighborhood locations so selected, the County reserves the option to include additional Dwelling Units within a MSW Residential Collection District at the then-current pricing upon the discretion of the Coordinator. Additional homes will be added to the official house count quarterly of each year of the Service Agreement.

15.7 General MSW Curbside Collection Operations

Each Dwelling Unit in the service area shall receive MSW Collection Services one day per week, on Thursday. Each Dwelling Unit must be passed by the Contractor either by collection vehicle or by foot and checked for MSW material set out. All MSW which is placed in the Solid Waste Collection Container along a Public Road or street curb line or is otherwise placed as allowed by these specifications shall be collected from the Dwelling Units from which the MSW originated on this scheduled collection day. In such cases, however, where this would create a traffic hazard or in some other manner create a menace to the community, the Coordinator shall designate a point where such pickup shall be made.

The Contractor shall travel such Public Roads or streets or sidewalks, by either vehicle or foot, to make collections at all Dwelling Units that have placed MSW at the curbside or sidewalk for collection. This shall include dead end roads, streets and alleys. Wherever it is necessary to back the collection truck and two or more crew members are present, a crew member shall walk to the rear of the truck and precede it when and as long as it is in motion. The driver of the

collection truck shall travel all roads, streets and alleys as specified unless such roads are declared by the Coordinator to be impassable.

Exceptions to this standard for the placement of Solid Waste Collection Containers shall be those residences designated for "Front-Porch Pickup." Such "Front-Porch Pickup" (i.e. senior citizens and the handicapped) shall be identified on a separate listing for each collection area by the County and provided to the Contractor. This will be specific "requested services list" and thus should be a limited number per neighborhood. However, for purposes of this RFP, the total number of "Front-Porch Pickup" residences in any neighborhood should be considered as not exceeding three percent (3%) of the residences subject to the Service Agreement.

Collections shall not interfere unduly with traffic. Loaded vehicles shall not be left standing on streets. Collection shall be performed quietly so as not to create a nuisance.

If road resurfacing or other unusual circumstances inhibit collection on the scheduled collection day, the Contractor must report such to the Coordinator and/or his/her designee and return by the start of the next workday to complete collections in this area.

Collection shall not begin before 7:00 am nor shall it continue after 6:00 pm, unless authorization is provided by the Coordinator. Collection may be made on Fridays between the hours of 7:00 am and 6:00 pm in the event of an emergency, holiday or adverse weather conditions with the approval of the Coordinator. MSW service will be suspended due to inclement weather only upon order of the County, as stated in Section 17.2.

In order to promote the best interest of the County and to protect the health and welfare of its residents, the Coordinator shall have full authority to establish route priority when the pickup of MSW is delayed or does not occur on the specific collection day scheduled. The Contractor shall not collect unauthorized items set at curbside with the MSW or other wastes which are intermixed in the Solid Waste Collection Container. The Contractor shall not pick up Recyclables, Yard Waste, or Bundled Brush also set out for collection unless otherwise directed by the Coordinator.

If the Solid Waste Collection Container is full, or even if the Solid Waste Collection Container is not used, the Contractor shall collect all MSW that is placed at curbside in the immediate vicinity of the Dwelling Units' regular collection area. The Contractor shall accept MSW brought to the truck by residents as the truck passes the Dwelling Unit. Habitually late residents may be referred to the Coordinator. Upon emptying Solid Waste Collection Container(s), the Contractor shall use care when returning the Solid Waste Collection Container to its original spot.

Solid Waste Collection Containers shall not be placed back in driveways, in front of mailboxes, on paved portions of roadways or any locations where they become obstructions. Spillage of MSW caused by the Contractor shall immediately be cleaned up by the Contractor. The Contractor shall be courteous with the public at all times. Disputes shall be referred to the Coordinator.

Due care shall be taken in handling the collected MSW and MSW Collection Containers such that the contents are not littered from the Solid Waste Collection Containers or vehicles and such that damage to the Solid Waste Collection Containers is avoided. Where the Contractor has littered along a street or damaged Solid Waste Collection Containers, the County reserves the right to collect such litter and replace damaged Solid Waste Collection Containers and deduct the actual cost to the County of such collection or replacement from any monies due the Contractor (Refer to Section 15.20). The Contractor shall equip each vehicle with litter cleanup equipment to be used in the event that any materials are spilled or scattered during the process of collection.

Absorbent material shall be placed on the roadway by the Contractor in the event of any engine or hydraulic oil leak from the vehicle as a result of hose breakage, etc.. This material shall be cleaned up and removed by the Contractor. The Contractor shall comply with all requirements of the Maryland Department of the Environment (MDE) pertaining to spills which includes proper reporting.

There is no limit on the amount of MSW which a resident may place at the curb by a resident for collection. If additional trucks are placed on the service area, these trucks shall service the area in a manner consistent with the collection sequence.

The Contractor shall contact the Coordinator immediately in the event MSW is rejected at the County Landfill disposal site. The Coordinator will then direct the Contractor on how to proceed. Inspections and acceptance of MSW materials to assure that all of the MSW is from the MSW Residential Collection Districts may be periodically made by County staff at the Landfill after delivery by the Contractor. Final inspection and acceptance or rejection of the materials will be made as promptly as practicable, but failure to inspect and accept or reject materials shall not impose liability on the County for such materials that are not in accordance with the specifications.

15.8 Failure to Handle MSW Collection

Where MSW has been placed out by residents at the proper times and in proper Solid Waste Collection Containers and/or area, it shall be the Contractor's responsibility to successfully complete collection in accordance with the approved collection schedule. If all collection is not accomplished within the scheduled period due to weather conditions, equipment breakdown or factors beyond the Contractor's control, the Contractor shall notify the Coordinator as required by Section 15.10 and provide the reason for non-collection, the means to correct the problem and the projected completion time.

If the Contractor fails to notify the Coordinator or if for any cause the County must provide collection to areas neglected by the Contractor using County owned equipment or any other means necessary, any and all reasonable costs shall be deducted from the amount due to the Contractor as described in Section 15.20. Note: A designated amount of 30 misses shall be assessed to the Contractor by the Coordinator for any and all incomplete routes.

If at any time during the life of the Service Agreement performance does not meet the specifications as incorporated in the Service Agreement, the Contractor shall increase the work force, tools, or equipment and supply all resources required to provide service meeting the

Service Agreement requirements. Failure of the County to direct such improvement of performance shall not relieve the Contractor of his obligation to perform the work in the manner specified in the Service Agreement and in accordance with the approved collection schedule.

15.9 Collection of Bulky Waste

The large and heavy individual items constituting Bulky Waste will be collected as part of the Work under the Service Agreement but handled differently than MSW. These large single items, such as a stove, refrigerator, couch, and/or large pieces of furniture deemed to be in excess of fifty (50) pounds, will be part of an organized call-in service to the County and collections provided once per month by the Contractor(s) as a special collection.

The County-provided MSW Collection Services educational information distributed by the Contractor, and any other County information provided to the eight (8) MSW Residential Collection District(s) will explain this monthly service offered to each Resident and provide a call-in number to the County for the County to compile. This “Bulk Waste pick-up list” will include the type of item to be collected at that address for the Contractor.

At least 36 hours prior to the monthly Bulky Waste collection day, County staff will provide the list of addresses, telephone numbers and items to be collected to the respective Contractor, organized by the neighborhood list provided in Table 1. In this way, the Contractor can organize the route(s) and vehicle(s) needed for this monthly collection practice.

The specific collection day of the month designated for the Bulky Waste collection will be established at least sixty (60) days prior to the start of the January 7, 2010 services.

Note: The actual payment for the Bulky Waste collection will be handled between the Contractor and the resident directly. No charges for this Bulky Waste service will be allowed on the Contractor’s monthly invoice to the County. However, the resident charge for the removal of the Bulky Waste item from curbside will be established between the County and Contractor using Form E – Item 5. Any additional services provided by the Contractor to the resident, at the request of the resident while on-site, such as the moving of any Bulky Waste item from a garage to the curb, will be between the Contractor and resident and is not part of this RFP.

The Contractor(s) will pay no tipping fee for the Bulky Waste material collected from MSW Residential Collection District Dwelling Units, provided the Bulky Waste is segregated properly at the Charles County Landfill, keeping CFC (Chlorofluorocarbon)- containing Bulky Scrap Metal items, other Bulky Scrap Metal, and remaining Bulky Waste separated at the point(s) of off-load. Proper segregation of Bulky Wastes includes placing typical CFC (Chlorofluorocarbon)- containing items (such as refrigerators and freezers) at the appropriate CFC-item location specified by Charles County Landfill personnel, depositing Bulky Scrap Metal items at the appropriate scrap metal recycling location specified by Charles County Landfill personnel, and disposing remaining Bulky Waste items in the Charles County Landfill at the location specified by Charles County Landfill personnel.

15.10 Contract Monitoring

The County has designed a proprietary Internet based software program for communicating MSW and Bulky Waste collection misses, complaints, FYI's, hot lists, and Solid Waste Collection Container deliveries. This is the primary means of communication between the County and the Contractor(s) and allows for accurate transfer of information that benefits the County, the Contractor, and residents. This program is accessed by the County and the Contractor simultaneously and is available 24 hours per day. The County will be responsible for logging all citizen requests and complaints into the SWA. The Contractor(s) will be responsible for continuous monitoring of the SWA and logging the course of action taken to address each SWA entry, listing the day, time, and driver involved in the corrective action. SWA responses must be completed by 6:00 pm on the specified due date. SWA time frames are listed below:

Misses reported by 4:00 pm	Same day service
Misses reported after 4:00 pm	1 day after the date of entry
Contractor Issues reported by 4:00 pm	Same day service
Contractor Issues reported after 4:00 pm	1 day after the date of entry
New Dwelling Unit Solid Waste Collection Container Requests	5 days from the date of entry
New Dwelling Unit Service Initiation	Next service date after delivery
Solid Waste Collection Container Maintenance Requests	5 days from the date of entry
FYI's	Manually entered in due date field
Bulky Waste pick-up Requests	Manually entered in due date field

15.11 Public Awareness Program

The County and the Contractor(s) shall jointly develop and implement a public awareness program designed to accomplish the following:

- Enhance the public's knowledge of the existence of the County's MSW and Bulky Waste collection program and the collection schedule.
- Enhance the public's awareness of the benefits of participating in the County's MSW and Bulky Waste collection program.

As a part of this public awareness program, the County shall:

- Use reasonable effort to inform residents of the existence of the County's program and the MSW collection schedule.
- Use reasonable efforts to enforce the rules and regulations relating to the materials to be collected from the residents.
- Design and print copies of program promotional materials, and make appropriate numbers of copies available to Contractor(s).

As part of this public awareness program, the Contractor(s) shall:

- Cooperate with the County in its efforts to promote the goals of this program. This can include joint advertising campaigns and community outreach programs such as the County Fair, Potomac River Watershed Cleanup, and Community Cleanups.
- Allocate funds to promote the goals of this public awareness program. The Contractor(s) shall make available no less than \$500/year per 1,000 homes collected per year in promotional materials or services to enhance the public awareness program. The Contractor(s) will provide copies of invoices to the Coordinator verifying expenditures.
- Distribute County-provided program promotional material(s) with the initial Solid Waste Collection Container(s) delivered to each Dwelling and at other times during the term of the Service Agreement as directed by the Coordinator.
- At no time distribute promotional or educational material to residential units within the MSW Residential Collection Districts without the express direction of the Coordinator.

15.12 Complaints and Instructions

The Contractor shall maintain an adequate office with telephone facilities to handle complaints and/or instructions received from the Coordinator. The Contractor shall designate a knowledgeable field agent capable of responding to a call who shall be responsible for receiving instruction and rectifying complaints. The Contractor shall advise the Coordinator of any change in said agent or the mailing address or telephone number of said office.

The Contractor shall provide qualified personnel in the office each day between the hours of 7:00 am and 4:30 pm or to the completion of the MSW collection scheduled for each Thursday.

Knowledge and operation of the SWA will become a requirement of the Service Agreement. Initial training will be provided by County staff to the Contractor(s). Daily records of complaints shall be logged by the Coordinator and monitored and satisfied by the Contractor daily. Any delays in collection as a result of weather, truck failure, or personnel issues will be communicated to the County via the SWA. When the issue(s) are resolved, the Contractor shall log this information into the SWA noting the time that collection resumed. If numbers or severity of such complaints is determined by the Coordinator to indicate an unsatisfactory level of service, a warning shall be issued to the Contractor. Three such warnings may, at the County's option, result in termination of the contract by default. Contractor shall respond to collection directives by the County within SWA specified response time frames as specified in Section 22.6.

In case of a missed collection reported by the County by 4:00 p.m., the Contractor shall collect the MSW materials no later than the same business day of notification. The County will maintain a monthly performance evaluation of the Contractor. The Contractor shall maintain performance ratings of at least satisfactory. Three consecutive months of unsatisfactory performance ratings or four or more unsatisfactory performance ratings within a twelve month period are considered a violation and subject to a fine (Refer to Section 15.20 for performance deductions).

15.13 Refusal to Serve

The Contractor's refusal to serve any portion of the MSW Residential Collection Districts service area that are as described in their respective Service Agreement, shall be cause, at the County's option, for termination of the Service Agreement by default.

15.14 Service Agreement Period

The period of the Service Agreement shall be for forty-two (42) months beginning on or about January 7, 2010 and shall end on June 30, 2013 with an option for two (2) one-year extensions upon the mutual consent of the County and the Contractor. The County reserves the right to terminate the Service Agreement upon thirty (30) days notice in the event of a default under Section 15.20 of these specifications.

15.15 Non-assignment of Contract

The Contractor shall not sell, assign, transfer or sublet this contract, or any portion thereof, except upon the express written approval of the Coordinator.

15.16 Contract Pricing

The Contractor shall compute pricing on the Contractor's Proposal sheets provided on Form E on a unit price basis to cover all services to be provided as part of this Service Agreement for the initial period through June 30, 2010. The Contractor, being familiar with the Service Area to be served under this Service Agreement, agrees to serve all roads dedicated to public use which are in the contracted neighborhoods of the designated MSW Residential Collection Districts as presented in Appendix 1 in Charles County, Maryland and any additional Dwelling Units and roads as directed which (1) may be constructed within the MSW Residential Collection Districts after the Service Agreement period begins, or (2) which were erroneously omitted from the Service Area of the MSW Residential Collection Districts as originally specified.

The Service Area shall be initially specified through the RFP process and Service Agreement(s) such that the estimated total number of Dwelling Units from which MSW materials shall be collected is 6,787 units (See Table 1). The total number of Dwelling Units has been determined by actual house counts conducted by County staff in June 2009. Additional Dwelling Units in any neighborhood of the Service Area shall be given immediate collection service when directed by the Coordinator.

The monthly payment amount to the Contractor(s) under the Service Agreement shall be computed by first multiplying the unit price (\$/Unit/Month) by the County's most recently completed count of Dwelling Units to be serviced under the Service Agreement.

The number of Dwelling Units for the purpose of computing the monthly payment amount under the Service Agreement shall only be adjusted annually during the period of the Service Agreement based on the County's annual field count, if any is conducted. At any time during the Service Agreement, the Contractor(s) may provide new information to the Coordinator if a difference of opinion in the count exists. The Coordinator will carefully review

all such data. Adjustments shall become effective on the first day of July in conjunction with the CPI increase/decrease described in Section 18.7. A change order shall be issued based upon any increase or decrease in the number of Dwelling Units counted by the County and confirmed by the Coordinator. No retroactive payments shall be made for any new or additional Dwelling Units for which immediate service is provided as directed by the Coordinator. If the Contractor has information that supports an adjustment in the number of Dwelling Units being serviced, the Contractor should bring such information to the immediate attention of the Coordinator.

15.17 Billings and Payments

Bills for Contractor services provided in accordance with the Service Agreement during a given month shall be presented to the County by the 10th day of the following month. Such billings shall be based on the number of Dwelling Units serviced, and the contract prices and price adjustments as provided in the Service Agreement documents. All bills must be accompanied by all documentation and reports as required by the Service Agreement documents and a bill shall not be considered complete if these reports are not attached. The County shall pay the Contractor on or before the 30th day following receipt of a complete bill.

15.18 Laws and Regulations

In all operations related to the Service Agreement, these specifications, all ordinances, regulations and laws of the United States, State of Maryland, Charles County and any other jurisdiction which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Agent, must be respected and complied with strictly. The Contractor shall protect and indemnify the County and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, whether by him or his employees.

15.19 Damages

The Contractor shall be charged a \$150/hour rate for each hour or fraction thereof the County has committed its resources to MSW collection (or has to hire a third-party collection Contractor) whether or not actual collection occurs. This hourly rate shall include costs related to equipment, personnel, mileage and other resources utilized by the County to accomplish MSW collection otherwise to be performed under the Service Agreement.

15.20 Performance and Cost Deductions

If the Contractor fails to perform, or fails to perform in a satisfactory manner as determined by the County, or fails to perform in strict compliance with the Service Agreement, deduction for performance deficiencies shall be made by the County from any contractual payment due to the Contractor as occasioned by a violation of the Service Agreement documents.

Deductions shall not be considered as a substitute for proper performance by the Contractor, will not indicate acceptance by the County of any portion of the Contractor's liability arising from any improper performance by the Contractor and shall not relieve the Contractor of

responsibility to immediately correct any deficiencies in operation or noncompliance with the requirements of these contract documents.

Performance Deductions - The following contract violations may result in a performance deduction in the amount of five hundred dollars (\$500) per violation.

- Missed collection of MSW on the scheduled collection day. As discussed in Section 15.8, violation is defined as multiple missed collections that occurred on a single service day:
- Failure to respond to complaints by a resident or the County by the end of the business day.
- Unacceptable performance of the service by the Contractor.
- Operating outside the specified hours of collection operations as specified herein.
- Falsification of manifest by the Contractor or his employees.
- Unsatisfactory performance for three (3) consecutive months as determined by the County based on the monthly performance evaluation.
- All other service related failure to perform in accordance with the contract documents.

Performance Deduction - The following contract violations may result in a performance deduction in the amount of one thousand dollars (\$1,000) for violation per day:

- Collection of MSW from commercial sources or any sources other than from the residential units designated herein in conjunction with this contract. In addition to the \$1,000 penalty that will be imposed, Contractors will also be charged the prevailing commercial tip fee at the County Landfill for the entire load.

Cost Deductions - Costs incurred by the County as a result of the following situations will be recovered through deductions from any contractual payments due to the Contractor:

- Costs incurred by the County as a result of the Contractor's failure to perform including the resultant cost incurred by the County to provide services.
- Costs incurred by the County as a result of the commingling of Recyclables or separated Yard Waste with the MSW.
- In the event legal action is necessary by the County in order to enforce provisions of Section 15.20, the County shall be entitled to reimbursement from the proposer of reasonable legal costs to include attorney's fees, litigation expenses and court costs.

15.21 Deviation of Methods

The Contractor(s) shall be obligated to provide required services and to conduct operations as described in their respective Service Agreement and in these specifications. Any proposed deviation from the methods detailed in the RFP and the Service Agreement Documents must be submitted in writing to the Coordinator for prior approval. Failure to obtain prior express written approval shall, at the County's option, be cause for termination of the Service Agreement.

15.22 Changes

If any new State of Maryland, County or municipal regulations are promulgated which require an increase or decrease in services rendered by the Contractor, an adjustment to these specifications and the cost will be negotiated with the Contractor.

The County may at any time by written order, make changes within the general scope of this agreement. If such changes cause an increase or decrease in the Contractor's cost of or time required for performance of any services under the Service Agreement, an equitable adjustment, if applicable, shall be made and the Service Agreement shall be modified in writing accordingly.

Any claim of the Contractor for adjustment under this Section must be asserted in writing within fourteen (14) days from the date of receipt by the Contractor of the notification of change unless the County grants a further period of time before the date of final payment under the Service Agreement.

No services for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the County.

Except as otherwise specifically provided in the Service Agreement, all disputes concerning any and all issues arising out of or touching upon the Service Agreement shall be decided by the Chief of Environmental Resources subject to written appeal by the Contractor within thirty (30) days to the County Administrator, whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the Work as directed. It is further agreed that the above procedures will be considered a condition precedent to litigation and payment.

15.23 Acceptance

The Contractor, by submitting a Proposal for the Work specified, agrees and accepts the specifications established in this RFP as a condition of award of the Service Agreement.

15.24 Other Requirements

In addition to the Work indicated in Section 15, the Contractor is also responsible for supplying all equipment and personnel necessary to perform the Work, providing Solid Waste Collection Container(s), creating efficient collection routes, distribute County-provided education and enforcement information and literature (print and other media), responding to resident complaint calls, and providing reports to the County on various aspects of the Work.

The Contractor must include all appropriate requisite skills to perform all services required. The County expects the Contractor to include any appropriate Subcontractors that may include, among others, Solid Waste Collection Container maintenance companies, MBE firms, etc., all of whom must be appropriately bonded for the work proposed by this RFP, and all project team members shall be identified in the Proposal.

Whereas Charles County has negotiated a specified Solid Waste Collection Container supplier and associated pricing, the Solid Waste Collection Container(s), in the form of 95 gallon

carts (nominal size) are to be provided by the Contractor to all residential Dwelling Units in the MSW Residential Collection Districts specified herein, and must conform to the specifications provided in Appendix 2.

The Contractor shall be responsible for the initial financing of these Solid Waste Collection Containers within the service fees presented, as well as all associated rolling stock and equipment necessary to satisfactorily perform the services requested in this RFP, including Solid Waste collection, hauling, delivery to the County Landfill, and responding to complaints. At the end of the initial term of the Service Agreement, the ownership of all Solid Waste Collection Containers provided by the Contractor (s) will revert to the County without any additional payments to the Contractor.

If the County cancels the Service Agreement for Termination for Convenience or Non-appropriation prior to its expiration date, it shall buy the Solid Waste Collection Containers on the basis of forty-two (42) month straight line depreciation based on the unit price set forth in Form E – Item 5 of the Contractor’s Proposal for the MSW Collection Services for Solid Waste (i.e., after 36 months of the 42 month term, the remaining 15 percent of the price shown on Form E). If the Service Agreement runs full term, the County shall be given title to the Solid Waste Collection Containers free of charge.

Based on the Proposal presented and number of neighborhoods proposed, the proposer must indicate how MSW collection routes are going to be developed in serving the neighborhoods of this development district covered by the Proposal to take advantage of collection and routing efficiencies. The collection routes designed for this Work must not include the pickup of any MSW or Bulky Waste from outside the MSW Residential Collection District area under contract with the County before delivering wastes to the Charles County Landfill, and in order to preserve appropriate Contractor billings and recordkeeping from only these residences, the Contractor will be asked the origin.

All Contractors will distribute, at the Contractor’s expense, County-provided solid waste collection education and compliance materials. An initial brochure, describing the MSW program, acceptable materials, collection schedule, and information/complaint reporting instructions will be provided by the County to be distributed to each Dwelling Unit by their respective Contractor or its representative, concurrent with delivery of the initial Solid Waste Collection Container. Contractor will distribute County-provided Non-Collection Notices to Dwelling Units as appropriate.

The Contractor shall produce electronic graphics files of route maps, compatible with Adobe Acrobat and/or Microsoft Word, in large- and small-format (such as approximately 36” x 42” and 8.5” x 11” or 5.5” x 8.5”), for use by the County in public education venues, including information fairs, etc.

The Proposer is responsible for determining the applicability of the Maryland Financial Assurance Regulations for its own proposal for each option proposed and describe the implications to the County, if any, in the Proposal.

For the purposes of this RFP, ownership of the waste is defined as follows: Since the Contractor will collect the waste, title to the waste passes to the Contractor once it is placed at the curb for collection or otherwise is in the possession of the Contractor. Once the waste is landfilled at the County Landfill, it will become the property of the County.

16.0 RESPONSIBILITIES OF COUNTY AND CONTRACTOR

Listed below are the major responsibilities the County believes each party can best address. Any exceptions to these respective duties and responsibilities must be clearly identified in the Proposer's proposal.

16.1 The County

The County will:

- Negotiate in good faith to enter into a Service Agreement or Service Agreements, as the proposals dictate;
- Receive and weigh all waste entering the Landfill that is delivered from MSW Residential Collection Districts by the Contractor;
- Bill and collect from County customers;
- Report and keep records;
- Provide scale data to the Contractor, as and if requested, in a timely manner for Contractor use as needed;
- Produce County- provided education and enforcement information and literature (print and other media) including Non-Collection Notices, for Contractor distribution;
- Receive calls from citizens requesting Bulky Waste collections, and log them into the SWA
- Publicize the MSW Residential Collection Districts and educate appropriate residents on proper waste set-out and collection procedures; and
- Continue to develop the community information and education program for both recycling and proper solid waste disposal in Charles County.

16.2 The Contractor(s)

The Contractor(s) will:

- Negotiate in good faith to enter into a Service Agreement;
- Provide financing of all required equipment (as and if applicable) for the collection, hauling, and delivery of Solid Waste from the MSW Residential Collection Districts to the Landfill;
- Obtain all required State, local, and federal permits and approvals for collection, hauling and delivery of Solid Waste;
- Design collection routes, for approval by County, serving only the awarded neighborhood(s) of MSW Residential Collection Districts;
- Guarantee, deliver and maintain Solid Waste Collection Containers and associated program informational pieces by the scheduled Project Start Date;
- Accept title to the waste upon collection at each residence within the MSW Residential Collection Districts;

- Operate collection routes to include only the awarded neighborhoods of the MSW Residential Collection Districts residential customers before tipping at the County Landfill;
- Regularly monitor the SWA to retrieve “Bulky Waste pick-up list”;
- Deliver only MSW and Bulky Waste collected from awarded MSW Residential Collection Districts routes to the Landfill, during any single delivery;
- Properly segregate Bulky Wastes at the County Landfill, keeping CFC (Chlorofluorocarbon)- containing Bulky Scrap Metal items, other Bulky Scrap Metal, and remaining Bulky Waste separated at the point(s) of off-load;
- Report and keep records;
- Assist the County with development and implementation of a community information and education program for the neighborhood(s) awarded;
- Obligate itself to a time schedule containing milestone events for the transition of residential customers from current privately contracted collection services to this public collection contract, including the delivery of Solid Waste Collection Containers to each residential customer, and initiation of Solid Waste Collection by the Contractor;
- Provide performance guarantees, performance bonds and other financial guarantees to secure compliance of its obligations pursuant to the Service Agreement;
- Indemnify the County from liability, including all legal fees, with regard to environmental impairment and remedial actions of any nature, which may be required as a result of the Contractor’s Solid Waste collection services in the MSW Residential Collection Districts and during delivery of collected wastes to the Landfill, including any accidents or spills during the transportation of waste from the MSW Residential Collection Districts by or on behalf of the Contractor; and
- If applicable, cause the Contractor’s parent company to execute an unconditional guarantee of the Contractor’s performance and payment obligations pursuant to the Proposal and Service Agreement.

17.0 SCHEDULING

Table 2 provides a summary of the project deliverables during the collection operations.

Table 2 - Summary of Project Deliverables during Collection Operation

<u>Deliverables</u>	<u>Scheduled Delivery Date</u>
Monthly Reports with Invoice	10 days following the end of each calendar month
Records and Accounts	Kept continuously during operations; available upon request
Log of Maintenance Activities	Kept continuously during operations; available upon request
Schedule of Major Equipment Replacements	Included in Operations & Maintenance Plan (see Section 18.4)
Annual Report	Annually, by July 31 of each year (for previous County Fiscal Year ending June 30, or portion thereof))

17.1 Collections

Solid Waste collection shall be scheduled in the service area by the Contractor with the schedule to be approved by the Coordinator. It is intended that each Dwelling receive MSW Collection once weekly on Thursday. Bulky Waste Collection will be as described in Section 15.9.

The Contractor will be responsible for maintaining an up-to-date database of all neighborhood routes to be submitted quarterly to the Coordinator.

The Contractor shall collect Solid Waste in the same sequential order of streets each and every service day after January 7, 2010. Any changes in routing will require advance approval from the Coordinator.

17.2 Holidays and Route Schedule Changes

Solid Waste material collection will not be performed on the following County holidays:

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

The occurrence of a holiday on a scheduled MSW collection day will result in the suspension of collection that day and collection will resume the following day. The County will be responsible for advising the public of upcoming disruptions to their service via a local newspaper.

Holiday make-up collections will be scheduled such that:

If holiday occurs on a Thursday, MSW collection will take place on Friday.

The Contractor, in concert with the Coordinator, will determine the initial routing for each of the neighborhoods selected to be part of the Service Agreement.

In case of storm, flood, hurricane, snow conditions resulting in "snow emergencies" or other disasters or Acts of God, the Contractor shall request permission from the County for any variance from the regular Thursday schedule and routes. All variances will be at sole discretion of the County. In this instance, the Contractor will resume collection as per this Section.

The Coordinator shall have the authority to perform periodic reviews of the route and pickup schedules.

18.0 PROPOSAL CONTENT

Requirements for the Proposal are listed below. To be considered responsive, Proposers must use the following format. Proposers shall complete Proposal Forms A-G and address the following areas at a minimum:

18.1 Executive Summary

The Proposer shall provide an Executive Summary of the Proposal.

The Executive Summary must recapitulate the information contained in all other parts of the Proposal, except the price Proposal, in concise language. The section is limited to three (3) pages, including tables and graphs, and must describe which neighborhoods are being proposed for service.

The County may distribute the Executive Summary to public officials, representatives of public interest groups, and others; therefore, the Proposer should not include any data that the Proposer judges to be confidential, as previously discussed. The Executive Summary must not contain any price, cost, or economic data. The County assumes no liability for disclosure or use of any data presented in the Executive Summary.

The County seeks to obtain the most reliable, cost effective and environmentally sound approach. Proposers are expected to give a complete and thorough description of their waste-handling approach from the receipt of waste at each residential collection location to the eventual disposition of waste at the County Landfill.

18.2 MSW Residential Collection Districts Collection Implementation

One of the key elements to the Proposal submission is a clear and readily understandable description of the transition and implementation of the selected neighborhoods of these MSW Residential Collection Districts from current privately-contracted Solid Waste collection to the Work under this public Service Agreement for both MSW and Bulky Waste collection. In addition, the Proposer shall include their proposed notification distribution method(s), informing residents of this service change. (The actual notification(s) and method(s) are to be approved by the County prior to implementation.) An organizational chart identifying supervision and staffing of the collection crew staff, including any management, maintenance, and customer service personnel, shall be included in the Proposal.

18.3 MSW Residential Collection Districts Collection Routing

The Proposal shall describe the proposed method of routing each neighborhood location within these MSW Residential Collection Districts and routing of the collection vehicle directly to the Landfill for efficiencies and recordkeeping purposes.

18.4 Management and Operations & Maintenance Plan

The Proposer shall describe the intended operations plan, including the ability to efficiently handle all waste quantities to be collected and delivered to the Landfill.

The plan must include a statement of the problems the Proposer believes are likely to arise during the long term operations and the methods proposed to deal with them. This should include, at a minimum, such problems as equipment breakdowns and back-up collection plan for neighborhoods; diversion of waste to a backup disposal site; transportation disruptions; major equipment replacement; weather-caused disruptions; employee absenteeism; fluctuations in waste quantities; and ability to handle additional materials in the future.

18.5 Financing of the Work

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and meet qualifications in Section 18.6. The Proposer is responsible for financing the Solid Waste Collection Container(s), all associated operating equipment, and any other items required to successfully meet the requirements of this RFP. The Proposer at its sole expense shall provide and finance all other associated equipment. The Proposer shall present its financing plan for each proposal (i.e., Option C-1, Option C-2 and Option C-3, if elected) with assumptions appropriate to the type of financing contemplated.

As noted in Section 15.1, no landfill tipping fees will be charged to the Contractor for the MSW or Bulky Waste collected from the neighborhoods under the Service Agreement.

The County will not provide indemnification to the Contractor for loss in connection with any matter associated with the tax ownership of the Solid Waste Collection Containers or any associated equipment, including the following:

- Adverse Internal Revenue Service (IRS) determinations that the Contractor is not in fact the tax owner for federal income tax purposes.
- Loss of the capacity of the Contractor to use the tax benefits.
- Various changes in law affecting either the tax benefits or the Contractor.
- Recapture of any tax benefits by the IRS due to a presumed disposition of the Solid Waste Collection Containers or associated equipment where a permanent shutdown occurs following an uncontrollable circumstance or change in law.

18.6 Qualifications

To be deemed qualified the Proposer must demonstrate requisite experience, skills, and resources necessary to successfully perform and complete the facilities and services requested in the Request for Proposals. A minimum of three years experience in providing solid waste collection services must be demonstrated by the Proposer. A list of proposed subcontractors and their qualifications, including those of key staff expected to be assigned to this Service Agreement through the Project Start Date, shall be provided. This list of key staff shall include supervisors, drivers, customer services staff, and subcontractors proposed to be used for the Work.

18.6.1 Experience and Management Capability

Proposers will be evaluated on experience in providing all services necessary for the collection of Solid Waste and Bulky Waste from MSW Residential Collection Districts and the provision, delivery, maintenance, and upkeep of Solid Waste Collection Containers. The

Proposer shall demonstrate the ability to perform all required tasks successfully, and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer to demonstrate experience will define both technical and managerial capabilities.

18.6.2 Technical Reliability

To be deemed qualified, Proposers must demonstrate that the approach to be used in the project is technically reliable. Operating data from a similar residential solid waste collection services, including provision and maintenance of Solid Waste Collection Containers and monthly Bulky Waste collection, are favored to demonstrate technical reliability.

18.6.3 Operational Experience

Within the closest proximity to Charles County, the Proposer will describe a minimum of three residential MSW and Bulky Waste collection services, or similar waste handling and transportation services in which their organizations have been involved for the past three years, including but not limited to the following:

- Owner, operator, and nature of service(s);
- Places of service(s);
- Date work commenced and ended;
- Type of materials handled;
- Tons of materials received, transported, and/or handled and delivered for disposal (daily and annually);
- Number of employees involved in collection and customer service, by type; and
- Number and type of equipment in use in collection operations;

18.6.4 Financial Condition and Resources

The proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP, as measured by overall financial strength, liquidity, total assets, financial leverage, creditworthiness, and tangible net worth. If available, this information shall be in the form of 10-K forms, financial statements, and annual reports for 2007 and 2008 or the most recent consecutive two operating years. If the Proposer is a newly formed joint venture which lacks sufficient history to have generated the financial statements, the financial statements for each company making up the joint venture must be submitted. If the Proposer is a private company, sufficient financial information will still be required. Financial statements to be submitted, at a minimum, shall include a balance sheet, income statements, and statement of the sources and uses of funds.

18.7 Basis for Contract Price Adjustments (i.e., Cost Adjustment Proposal or CAP)

Unit prices used to compute monthly payments under this Service Agreement shall be adjusted on July 1st of each subsequent year of the Service Agreement. Due to the start of this Service Agreement on January 7, 2010, the initial adjustment will be July 1, 2010. The unit price shall be the contracted price adjusted by 75% of the increase or decrease in the CPI during the previous year, or portion thereof in case of the first adjustment only covering six months. For the

purposes of the Service Agreement; the CPI is defined as the Consumer Price Index for all urban consumers, as published by the United States Department of Labor, Bureau of Labor Statistics. The base index shall be established at the time of the execution of the issuance of the notice to proceed and shall be the last published index closest to the date of the Service Agreement. For purposes of adjustment, the CPI used for each subsequent year shall be that published for the corresponding date of each subsequent year (e.g. twelve-month period).

A review of the Consumer Price Index shall be made each year on or about June 1st. The price adjustment shall be effective on July 1st of each subsequent year of the Service Agreement.

Adjustment shall be calculated by comparing the base index specified above with the index in effect for each Service Agreement, rounded to the nearest tenth of a percentage point.

The successful Contractor(s) hereby agrees to accept payments adjusted in this manner as full compensation for services and/or materials delivered.

19.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

In addition to County staff, the County has retained the solid waste management consulting firm of Gershman, Brickner & Bratton, Inc. (GBB), based in Fairfax, Virginia, to help evaluate the Proposals. All Proposals will be evaluated according to the following criteria and point value. Within the content of the information requested in Section 18 of the RFP, the Proposers are welcome to submit any and all supporting information which describes their ability to meet and exceed the criteria.

1. Prior experience in solid waste services including, but not limited to, MSW and Bulky Waste collection and hauling. This will include the ability to safely and efficiently collect and haul waste (Point Value: 30 max.).
2. Favorable references from and satisfactory record of prior experience in similar work performed (Point Value 10 max.).
3. Acceptability of equipment and qualifications of personnel proposed to be included in completing the Work (Point Value 15 max.).
4. Proposed monthly fee schedule per Dwelling for MSW collection, the proposed monthly per Dwelling price of Solid Waste Collection Containers and the charge per item for Bulky Waste Collection.
5. Specifics of the proposals regarding the Proposer's financial stability (Point Value 10 max.)
6. Overall benefit to the County (Point Value 5 max.)

However, since this RFP allows for three different options to be proposed, and the need exists to provide competitive services to eight different neighborhoods, the County reserves the right to select the most favorable proposals received and negotiate, if needed, services for all areas that are deemed to be in the best interest of the County, including the potential of multiple Contractors being selected.

20.0 GENERAL PROCUREMENT INFORMATION

20.1 Schedule

The County anticipates adhering to the schedule set forth in Table 3.

Table 3 – Procurement Schedule

<u>Milestone</u>	<u>Date</u>
Final RFP Prepared and Issued	Tuesday, August 4, 2009
Pre-Proposal Conference (optional)	Thursday, August 20, 2009, 2:00 pm
RFP Addendum Issued of Pre-Proposal Question/Answers	Wednesday, August 26, 2009
Questions on RFP Due to County	Friday, September 4, 2009, 12:00 noon
Proposals Due to County	Thursday, September 17, 2009, 3:00 pm
Interview of Proposers, if needed	Thursday, September 24, 2009
Service Agreement(s) Awarded, Projected Date	Wednesday, October 28, 2009
Service Start Date	January 7, 2010, depending on approach of proposal

Six (6) copies of each Proposal shall be submitted in a single sealed envelope or package, bearing on the outside the name of the Proposer and the words, “Proposal for Curbside Solid Waste Collection Services.”

20.2 Scheduled Start Date

The Proposer shall provide a “Scheduled Start Date,” which shall not be later than January 7, 2010, upon which date the Proposer guarantees the delivery of Solid Waste Collection Container(s) and commencement of collection of Solid Waste from MSW Residential Collection District residences. If the “Scheduled Start Date” is not met except for County fault or a “force majeure” event, the Contractor shall be required to pay liquidated damages to the County in the amount of \$1,500/day per 1,000 households under Contract.

20.3 Proposal Guarantee

The Proposer must certify that proposals are valid for at least 90 days.

Each proposal must be accompanied by a proposal guarantee, in the form of a bid bond, a certified check or a cashier's check in an amount equal to five (5) percent of the amount proposal on Item I of Form E of the Proposer's proposal multiplied by the maximum Dwelling Units proposed to be serviced multiplied by 52 (weeks per year). No proposal shall be considered by the County unless accompanied by such check or bond.

Checks and bonds shall be returned promptly after the County and the selected Proposer have executed the Service Agreement, or, if no Proposer's proposal has been selected within ninety (90) days after the date of the opening of proposals, upon demand of the Proposer at any time thereafter, as long as the Proposer has not been notified of the acceptance of his proposal.

The Service Agreement shall be deemed as having been awarded on the date on which formal notice of an award shall have been faxed or mailed by the County to the Proposer. The Proposer to whom the Service Agreement shall have been awarded shall be required to execute the Service Agreement on the form attached hereto (or such form as may mutually be agreed upon by the County and the selected Proposer) and shall furnish insurance certificates and performance bond, all as required.

In case of Proposer's refusal or failure to fully comply with the requirements of Section 20.7 within ten (10) days after its receipt of formal notice of award, time being of the essence, the Proposer may be considered to have abandoned all rights and interests in the award and the Proposer's proposal security may be declared forfeited to the County as liquidated damages and the award may then be made to the next best qualified Proposer or the work re-advertised for proposals as the County may elect. Such forfeited security shall be the sole remedy of the County.

20.4 Selection of Contractor(s) for Negotiations

This RFP establishes general evaluation principles governing the review of Proposals submitted hereunder. Notwithstanding those general principles, the County reserves the right, at its sole discretion, to select as the preferred Contractor(s) for negotiations, the individual or entity who or which, in the County's judgment, is deemed to be fully qualified and best suited among those submitting proposals, taking into account all considerations deemed relevant. The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals and/or cancel the procurement in its discretion. The County will not have any liability or other obligation whatsoever for any costs or expenses incurred by any Proposer in the analysis and preparation of a Proposal or for a Proposal Guarantee hereunder or for any interviews, meetings, Service Agreement negotiations, site visits, or other deliberations concerning the same.

20.5 Withdrawal from Negotiations

The preferred Contractor(s) may withdraw from the negotiation process at any time prior to the projected date for award of Service Agreement(s), and will forfeit their Proposal Guarantee. The withdrawal shall be in writing, signed by the same individual who signed the Proposal cover letter, and delivered to the County by certified mail. All materials made available to the County up to the date of withdrawal shall become the sole and exclusive property of the County, even if withdrawal occurs.

20.6 Representations

In preparing this RFP, reliance has been placed on written and oral information from third parties. The County makes no representation or warranty concerning the accuracy or completeness of any such information or of any projections or estimates contained herein.

20.7 Performance Bond

The successful Proposer shall be required to furnish a performance bond or other surety acceptable to the County as security for the faithful performance of this Service Agreement. Said performance bond or other such security must be in an amount equal to 100% of the annual value of the Service Agreement award and be presented to the County within ten (10) days after its receipt of formal notice of award and before signing of the Service Agreement.

Premiums for the bond described above shall be paid by the Contractor and assumed to be part of the Service Fee presented for each option proposed using Form E. The bond shall contain a provision that it will not be canceled, non-renewed or materially altered without at least 60 (sixty) days written prior notice to the County.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Maryland and acceptable to the County.

20.8 Notice to Proposers

Companies not incorporated in the State of Maryland must be registered with and qualified to do business in Maryland by the Maryland State Corporation Commission and otherwise be in compliance with the appropriate Maryland Code in order to enter into a Service Agreement with the County.

Proposers must supply with their Proposals their Federal Tax Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return which shall be inserted on Form E, the Cost Proposal Form.

20.9 Other Procurement Information

- The County reserves the right to waive immaterial deviations from the RFP requirements;
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information;
- All Proposals submitted in response to this RFP become the property of the County and may be made available to the public;
- The County (including its staff and advisors) reserves the right to contact and/or visit any facilities referenced in the Proposals. Visits shall be made at a mutually agreeable time and the County's cost of such visits shall be borne by the County;

- The formation of a joint venture by a Proposer, or any change in the joint venture of a Proposer, or any change in team members used by the Proposer, shall be subject to the written approval of the County; and
- Proposals having any erasures or corrections must be initialed by the offeror in ink. Proposals must be signed in ink.

21.0 SPECIAL PROVISIONS

The Contractor chosen will be required to execute a Service Agreement, the terms of which will be negotiated based on this Request for Proposals and the Proposer's Proposal. The County anticipates incorporating the entire RFP as well as the following general terms and conditions in the Service Agreement documents. The County expects any comments or exceptions from Proposer's on the Service Agreement provisions, if unacceptable, otherwise they will be deemed acceptable as written.

21.1 Insurance

The Contractor shall maintain insurance sufficient to protect the Contractor, the County and the public, and shall be in levels set forth below. Proof of all insurance shall be furnished by the Contractor to the County by certificates of insurance showing the County as an additional insured within ten (10) days after its receipt of formal notice of award. Such certificates shall be kept up to date and show the current insurance of the Contractor. They have a minimum cancellation time of thirty (30) days, said time to commence after delivery of said notice to the County at the address shown above.

The Contractor shall carry with a company authorized to transact business in the State of Maryland, an insurance policy fulfilling all requirements of the Worker's Compensation Act of the State of Maryland, including all legal requirement from occupational disease.

Unless otherwise required by special conditions of this Request for Proposals, if a Service Agreement is awarded the Proposer shall be required to purchase and maintain during the life of the Service Agreement, commercial general liability insurance, business automobile liability insurance and workers compensation and employers liability insurance with limits of not less than those set forth below:

Workers Compensation Insurance:
Statutory Requirements.

Employers Liability Insurance:
\$100,000 each accident for injury
\$100,000 each employee, \$500,000 aggregate for disease.

Comprehensive General Liability Insurance:
\$500,000 each occurrence bodily injury and property damage liability limit of \$100,000.

Personal Injury Liability Insurance:
\$1,000,000 each offense.

Business Automobile Liability Insurance:

\$3,000,000 each occurrence bodily injury and property damage liability, including the Motor Carrier Act of 1980 endorsement.

The providing of any insurance required herein does not relieve the successful Proposer of any of the responsibilities or obligations assumed by the Proposer in the Service Agreement awarded or for which the Proposer may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Service Agreement and shall operate as an immediate termination thereof.

* The County reserves the right to review this insurance coverage annually or at least every three (3) years for a possible upward revision which increase the Contractor agrees to provide if commercially available.

21.2 Operating Term and Extensions

It is the intention of the County to offer this Service Agreement for an initial operating term of forty-two (42) months with two renewals of one (1) year as options. The Service Agreement Date will occur when the Service Agreement has been signed by both parties; however, the start date of the initial operating term will be January 7, 2010. The final terms and conditions for extension and termination will be established during contract negotiations of the Service Agreement.

21.3 Non-appropriation

All funds for payments by the County under the Service Agreement documents are subject to the availability of an annual appropriation for this purpose by the Charles County Board of Commissioners ("Board"). In the event of non-appropriation of funds by the Board for the services provided under the Service Agreement documents, the County will provide three (3) months notice prior to the close of the Fiscal Year, and terminate the Service Agreement, without termination charge or other liability to the County, on the last day of the then current fiscal year. If funds are not appropriated at any time for the continuation of this Service Agreement, cancellation will be accepted by the Contractor on three (3) months prior written notice, but failure to give such notice shall be of no effect and the Board shall not be obligated under the Service Agreement Documents beyond the date of termination. If the County cancels the Service Agreement, except for Contractor default, prior to its expiration date, Charles County shall have the right to buy the Solid Waste Collection Containers as noted in Section.

21.4 Indemnification

The Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County covenants with the County as follows:

The Contractor covenants to save, defend, keep harmless and indemnify the County, and all its agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or

exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's intentional, negligent or grossly negligent performance or nonperformance of its Work or obligations called for by the Service Agreement Documents. This indemnification shall survive the termination of the Service Agreement.

21.5 Applicable Law

The Service Agreement and Work performed hereunder shall be governed in all respects by the laws of the State of Maryland and the venue for any litigation with respect thereto shall be in the Charles County Circuit Court or as otherwise required by law. The Contractor shall comply with applicable federal, State, and local laws and regulations.

21.6 Project Officer

The performance of the Contractor required by the Service Agreement Documents is subject to the review and approval of the Charles County Director of Public Facilities ("Project Officer"). However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under the Service Agreement Documents.

21.7 County Taxes

The Contractor shall be current in its payment of all applicable County taxes including, but not limited to, personal property and real estate, and shall pay County tax bills when due. If the Contractor shall fail to pay any applicable County tax when due, the County is authorized to offset the amount of taxes owed by the Contractor against the Service Agreement Amount until the taxes are paid in full.

21.8 Time of the Essence/Liquidated Damages

The County specifies that time is of the essence under the Service Agreement. Time being of the essence, it is essential that the Work be performed in a timely fashion as provided in the Service Agreement Documents from the date specified in the Service Agreement. The County and the Contractor agree that damages for failure to start the work in a timely fashion as agreed are not susceptible to exact determination but that the County would suffer from such delay through availability but not use of the County Landfill. Therefore, in the event the Project Start Date is not met, the Contractor will compensate the County as indicted in Section 20.2 for the effect of such failure to meet the Project Start Date, through payment of liquidated damages until the Project Start Date is met, subject to relief due only to County fault or "force majeure."

21.9 Employment Discrimination by Contractor Prohibited

During the performance of the Service Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex age, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor

agrees to post in conspicuous places, available to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.
4. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
5. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order associated with this Service Agreement over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

21.10 Termination for Cause

The Service Agreement will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Service Agreement, including warranty and guarantee periods. However, the County will have the right to terminate the Service Agreement sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion. In the event the County decides to terminate the Service Agreement for failure to perform satisfactorily, the County will give the Contractor at least forty-five (45) days written notice before termination takes effect. Such forty-five (45) day period will begin upon mailing of notice by the County. The Contractor shall have the right to cure within the forty-five (45) days specified in the notice. If the Contractor cures the failure to perform within that period, the termination shall not take effect. If the Contractor fails to cure the default within the forty-five (45) days specified in the notice, (1) the Service Agreement will be terminated, but the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the County prior to such termination, less any damages or offsets for expenses incurred by the County due to the Contractor's failure to perform or neglect of its obligations under the Service Agreement; and (2) in the event the termination for default occurs after the Project Start Date, the County will have the first right of refusal to buy the Solid Waste Collection Containers, with the maximum price being set on the basis of a forty-two (42) month straight line depreciation based on the price set forth in Form E of the Contractor's Proposal.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

21.11 Termination for Convenience of County

The Service Agreement may be terminated by the County in whole or in part if the County shall determine that such termination is in the County's best interest or the County shall fail to appropriate funds for service to the County by the Contractor. Any such termination shall be effected by the delivery to the Contractor of a written notice at least one year before the date of termination, specifying to the extent to which performance of the Work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination for convenience, the Contractor shall continue the work until the date of termination specified in the notice as directed by the Project Officer; make arrangements for the transfer of any remaining work to another party; make arrangements to transfer all documentation and paperwork for terminated work to the County; and make arrangements to terminate all vendors and subcontractors and settle all outstanding liabilities and claims.

If termination of the Service Agreement is for the convenience of the County, the County will pay the Contractor any remaining debt service for the Solid Waste Collection Container(s) distributed based on an annual drawdown of the invested capital negotiated in the Service Agreement, whereupon the County will own the Solid Waste Collection Containers.

In the event the termination for convenience occurs after the Project Start Date, the County will have the first right of refusal to buy the Solid Waste Collection Containers, with the maximum price being set on the basis of 42 month straight line depreciation based on the price set forth in Form E of the Contractor's Proposal.

21.12 Taxes

All tax liabilities of any kind whatsoever arising under the terms of the Service Agreement are the responsibility of the Contractor and must be included in any prices quoted in response to this RFP.

21.13 Audit

The Contractor agrees to retain all books, records and other documents related to this procurement for three (3) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records after the County's audit but within three (3) years after final payment, the Contractor shall notify the County at least thirty days prior to such disposal, and if the County objects, shall not dispose of the records.

21.14 Reporting

The Contractor will provide the County with monthly reports within 10 calendar days after the end of each month, including but not limited to the following operating data:

- The Contractor shall be responsible for recording the actual weight of Solid Waste collected. Written reports of weights collected and transported shall be submitted to the Coordinator and shall include copies of weigh tickets or other original records.
- The Contractor shall cooperate with the County in determining participation rates by Dwelling Unit. The Contractor, at the request of the Coordinator, shall keep records identifying the number of Dwelling Units placing Solid Waste at the curbside for collection each collection day.

All reports shall be prepared and submitted using formats approved by the Coordinator on no less than a monthly basis. The Contractor shall maintain the reporting requirements on a daily basis as specified in Section 22.14.

In addition to monitoring daily complaints and deliveries, the Contractor shall also be responsible for logging into the SWA each morning by 7:00 am and list the following information for each route: the time collections began, the truck number, neighborhoods to be serviced, and number of personnel on the collection vehicle.

Subsequently, the Contractor shall log onto the SWA at 4:00 pm with the status of each route, and if a route has not been completed, the estimated time of completion. For routes not completed by 4:00 pm, a second entry by the Contractor will be required with exact route completion time.

Annually, the Contractor will prepare a report summarizing the data from the monthly reports. The annual report will describe any suggested operational changes planned for the coming Fiscal Year. The annual report will be due by July 31 of each year, for activity completed in the County previous Fiscal Year.

21.15 Safety

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards related to safety and health, including, by way of illustration and not limitation, the standards of the Maryland Occupational Safety and Health Administration for the General Industry and for the Waste Collection Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and Subcontractor(s). The Contractor shall provide suitable operating and safety training for all persons performing work on the site.

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, authorized person on the work site and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified, authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety

regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

21.16 Damages to County Property

Any damage to County property resulting from Work performed under the Service Agreement shall be repaired to the County's satisfaction at the Contractor's expense.

21.17 Unsatisfactory Work

If any of the Work done or material provided by the Contractor is unsatisfactory to the County and impairs the collection of Solid Waste in the MSW Residential Collection Districts in any way, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory Work or material and replace the same with Work or material or equipment satisfactory to the County and, in the event the Contractor fails within five days after receipt of written notice to remove improper or unsuitable Work or material and replace it with suitable and satisfactory Work or material, the County shall have the right to remove the rejected Work or material and replace it with proper Work or material at the expense of the Contractor. This paragraph applies during the Service Agreement and during any warranty or guarantee period, and is in addition to any other County remedy.

21.18 OSHA Requirements

The Contractor certifies that all material supplied or used under this Service Agreement meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both federal and those of the State of Maryland; and further certifies that, if the material delivered or used in the performance of the Work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

21.19 Subcontracting of Work

The Contractor shall not subcontract portions of the Work defined in the Service Agreement without the express written consent of the County. A description of any Work that the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed Subcontractor and a schedule of its costs, fees, rates, and charges. The Proposal shall also include a list of the key personnel that the subcontractor will assign the project. All work performed by the Subcontractor shall be coordinated by the Contractor, and the Contractor will be responsible to the County for all work performed by any Subcontractor or special consultant.

21.20 Independent Contractor

The Contractor is an independent contractor and nothing contained in the Service Agreement Documents shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the County. If the successful Contractor is a corporation, the corporation must be registered to do business in the State of Maryland.

21.21 Contractual Claims

Written notice of the Contractor's intention to file any claim for money or other relief shall be given within ten (10) days after the occurrence of the event giving rise to the claim, or before proceeding with the work upon which the claim is based, if additional work is required. The written notice shall include an estimate of additional cost, number of days of delay, or other description of the nature of the claim. In the event of claims relating to an emergency endangering life or property, written notice shall be given within ten (10) days of the occurrence or no later than five (5) days after commencement of the work, if additional work is required. Contractual claims, whether for money or other relief, shall be submitted, in writing, to the Charles County Director of Public Facilities no later than 60 days after final payment.

21.22 Delivery, Including Cart Distribution

All goods and services are purchased F.O.B point of delivery in Charles County. All costs for handling and transportation charges to the designated point of MSW delivery shall be borne by the Contractor. Transportation, handling and all related charges, including the distribution and maintenance of the carts to the residents, shall be included in the unit prices proposed by the Contractor for each item on E, as applicable.

21.23 Cleaning Up

The Contractor shall remove, upon servicing each residence, all refuse, rubbish, scrap materials and debris from in and around the Solid Waste Collection Container to the extent they are the result of the Contractor's operations and to the end that the site of the work shall present a neat, orderly, and workmanlike appearance at all times. If the Contractor fails to do so, the County shall have the right to remove the material or debris, put the residence in a neat, orderly condition, and charge the cost to the Contractor.

21.24 Ethics in Public Contracting

The Contract Documents incorporate by reference any County, state or federal law related to ethics, conflicts of interest, or bribery. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21.25 Liability

Neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or an Act of God beyond the control of the Contractor or the County, that make performance impossible or illegal, unless otherwise specified in the Contract Documents.

21.26 Minority Business Enterprise Utilization

Proposers are advised that the Charles County Local Government has established a Minority Business Enterprise (MBE) Program which applies to all formal solicitations. This is a goal oriented program with a minimum 15% MBE participation goal for each project.

The County recognizes, as Minorities, the following groups as defined in the Maryland State Highway Association's MBE program and include: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland State Highway Administration, Federal 8-A registration or the Charles County Local Government. Information concerning the Charles County MBE Certification Process may be obtained by contacting the Charles County Purchasing Office, phone (301) 645-0656.

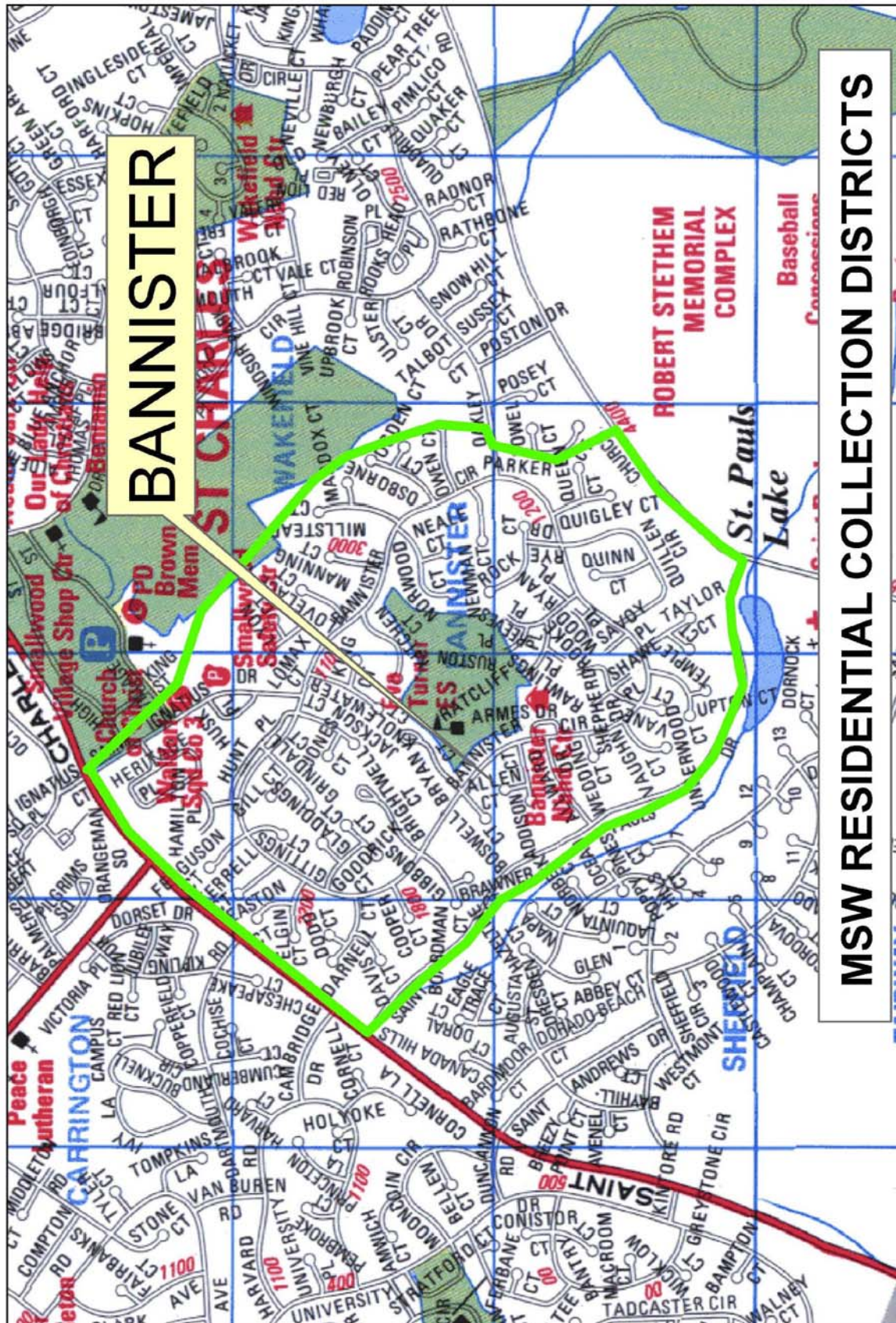
Proposal Form D, included herein, is entitled "Minority Business Enterprise Utilization Affidavit". This document indicates the MBE certification status of the Proposer, as well as, the level of MBE participation of any sub-contractor or suppliers. Proposers are requested to complete the form and submit it with their Proposal.

APPENDIX 1

MAPS OF INDIVIDUAL MSW RESIDENTIAL COLLECTION DISTRICTS (Including Individual Streets)

(Note: Information not guaranteed, Proposer is encouraged to field-verify street and house-count information)

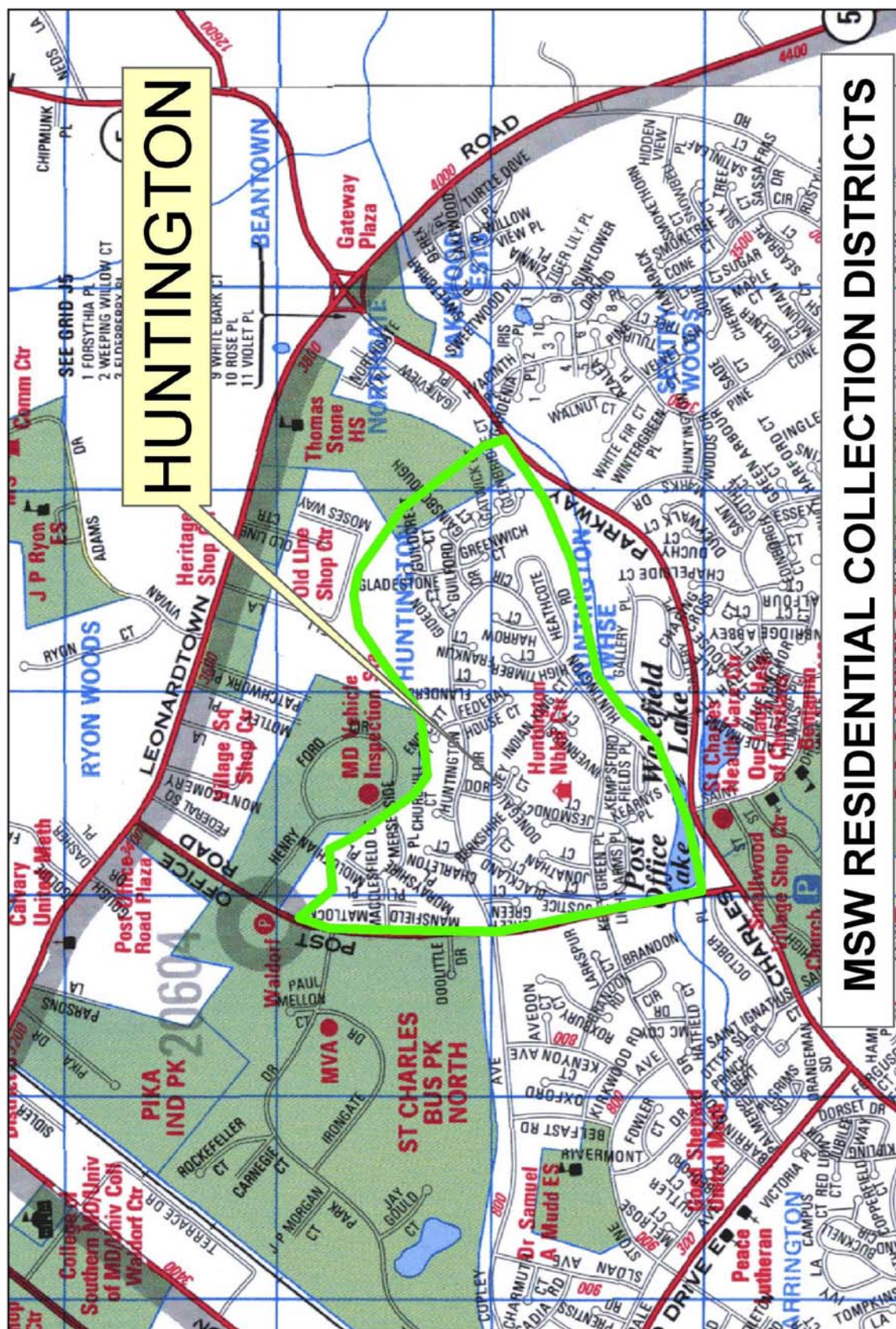
1. Bannister
2. Carrington
3. Huntington
4. Lakewood
5. Northgate
6. Sentry Woods
7. Sheffield
8. Wakefield

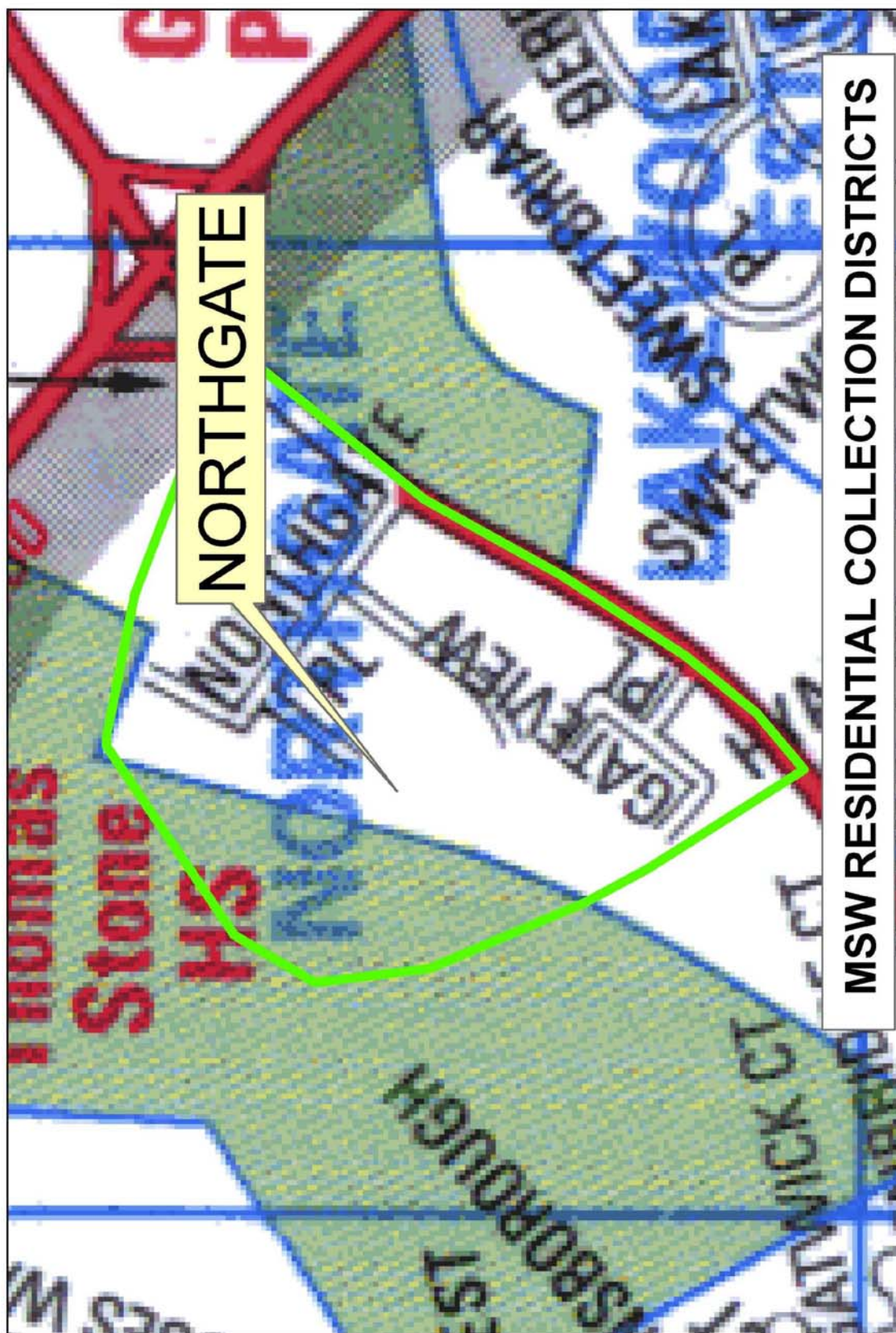


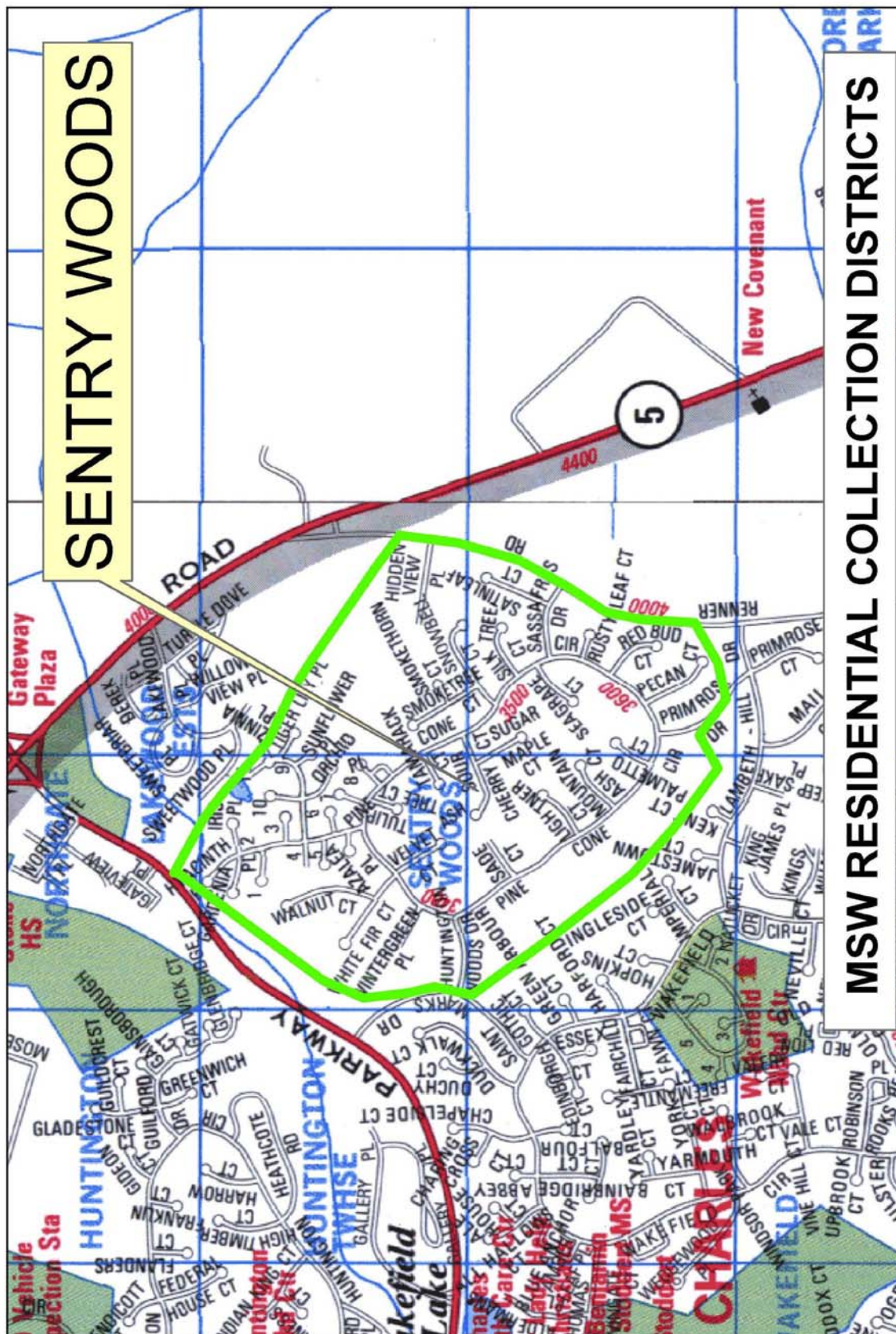
MSW RESIDENTIAL COLLECTION DISTRICTS

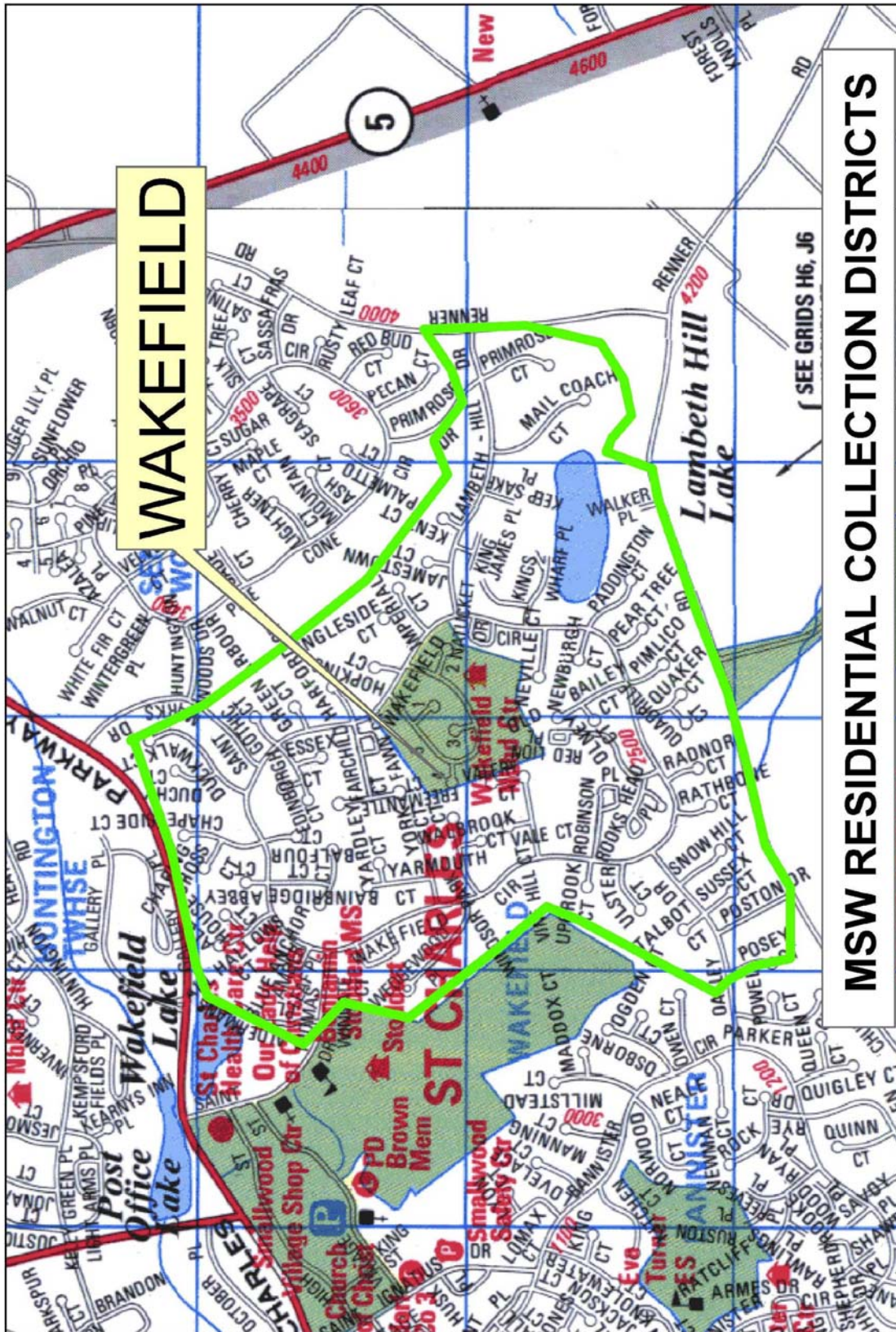


MSW RESIDENTIAL COLLECTION DISTRICTS









APPENDIX 2

SOLID WASTE COLLECTION CART SPECIFICATIONS

Whereas Charles County has negotiated a specified Solid Waste Collection Container supplier and associated pricing, containers for the Charles County refuse program must only be purchased from Rehrig Pacific Company. The following specifications are to be considered when purchasing these containers:

1. The Cart is compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. The Cart shall have lift points compatible with the standard American semi-automated bar-locking lifters. The lower bar shall be one-inch in diameter, galvanized steel or integrally molded plastic catch bar.
3. The Cart is designed to contain residential Municipal Solid Waste materials including garbage, refuse, and rubbish.
4. The Cart is provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
5. The body of the Cart is composed of recyclable, linear, medium or high-density polyethylene with no bolt on attachments except the lid. The bottom shall have molded-in wear strips. Contractor shall provide a copy of Cart specification sheets.
6. The capacity of the Cart is (approximately) 95 U.S. gallons, excluding domed lid.
7. The Cart is designed to accommodate a load of three hundred thirty (330) pounds, excluding the weight of the Cart.
8. The Cart has wheels and galvanized, steel axles that are designed to support the weight of the cart and its contents up to 330 pounds.
9. The Cart is made with plastic materials using hot melt compounding that are specifically prepared to be colorfast so that they do not alter appreciably in normal use.
10. The Cart will have a color of Black; the Cart color must be stabilized against ultraviolet light attack with not less than one half of one percent (1/2 of 1%) UV 531 or equivalent.
11. The lid of the Cart (Lid) is designed to facilitate water run-off and configured so that it will not warp, slump or distort during container life. Lid shall open 270° using hinges. Living hinges and counterweights are unacceptable.
12. The Lid is held closed by its weight only. No latches are used or required.

13. The Lid is designed to allow opening without having to touch the bottom edge of the lid.
14. The Cart, when empty, will not overturn when the Lid is thrown fully open.
15. The Cart is designed to prevent being turned over by winds of up to 35 mph in any direction.
16. The Cart will be hot stamped with the words "Property of Charles County Government" and below that, the numbers "301-932-3599, representing the County's solid waste collection customer service telephone number on at least one side of the cart. Stamping will be done in at least one (1) inch tall white block letters. SERIAL NUMBERS shall be hot stamped on the front of the Cart body using a numbering system, in at least one (1) inch tall white block letters. A list of the serial numbers of Cart(s) supplied under this procurement and the address to which each cart was initially delivered shall be supplied to the County.
17. The Cart will be hot stamped with the words "Trash Only", on the lid of the Cart. Stamping will be done in at least one (1) inch white block letters.
18. No Contractor Company Logo is allowed on any Cart or sticker affixed to the Cart(s).
19. Each container must be equipped with an Ultrahigh Frequency RFID tag, installing into the cart body (with no exposure to the outside elements) along with a 9 digit serial number and associated bar code that is installed using coditherm on the front of each container ONLY. No adhesive or sticker RFID tags allowed. RFID tags must be imbedded in the container; therefore tags placed inside or outside containers are unacceptable.
20. An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at cart manufacturing facility. It is the manufacturer's responsibility to provide and maintain a data base for Charles County that includes the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the cart manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.
21. The RFID inlay is passive UHF and has an optimal operating frequency of 860 - 960 MHz and has an operating temperature of -40°F to +149°F. The dry inlay meets ISO/IEC 18000-6C and EPCglobal C1G2 protocol. The antenna dimensions are 3.741 in x .302 in. with a thickness over chip of 11 mills. The inlay substrate is heat treated PET. The inlay is sandwiched between a minimum of two-0.005" polyester SmartCard material using a heavy duty P7 permanent adhesive. The RFID tag is fully compatible with the Intermec IF61 RFID Smart Reader.

Price Proposal using Form E must include preparation and delivery of Carts by Contractor to each individual residential customer location within the limits of the County's MSW Residential Collection Districts served by Contractor under the Service Agreement.

Cart Warranty

The entire Cart is to be covered by a minimum ten (10)-year, full and non-prorated warranty. The County and/or residential customers will not be charged for any repairs or maintenance to any Cart during the life of the warranty and/or maintenance period. Warranty includes, but is not limited to, the conditions listed below:

- Failure of the lid to prevent rainwater from entering the container when closed on the container body.
- Damage to the container body, the lid, or any component parts through opening or closing the lid.
- Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.
- Failure of any metal components to remain free of excess rust and corrosion.
- Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Cart vendor.
- Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces.
- Failure or damage to Cart assemblies caused by any incompatibility of the Cart and Contractor's hydraulic dumping units, as long as these units comply with ANSI standards.

APPENDIX 3

FORM OF SERVICE AGREEMENT

CURBSIDE SOLID WASTE COLLECTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT is made this _____ day of _____ by and between Charles County, Maryland (COUNTY) and _____, (CONTRACTOR), to provide solid waste collection services by CONTRACTOR for MSW and Bulky Waste to the residential units within the designated MSW Residential Collection Districts of the COUNTY.

The purpose of this Services Agreement is to set forth terms and conditions for these services by CONTRACTOR for the COUNTY. This Service Agreement consists of the Request for Proposal attached hereto, the CONTRACTORS Proposal including all completed Proposal Forms attached hereto, and any additional information provided by the COUNTY or the CONTRACTOR relevant to the RFP and PROPOSAL during the evaluation and negotiations phase.

The COUNTY and CONTRACTOR agree as follows:

Section 1: TERM

Unless terminated as a result of an Event of Default by the COUNTY or the CONTRACTOR as described in Section 5, the term of this Agreement shall be from **January 7, 2010 (the Project Start Date) through June 30, 2014**, the date of signature by the parties notwithstanding. The COUNTY grants to the CONTRACTOR the exclusive right to collect within the COUNTY'S MSW Residential Collection Districts as defined herein for the term of this Service Agreement. The COUNTY shall have the option, upon written notice sent not less than sixty (60) days before the end of the initial term, to extend the term of this Service Agreement for one year. In the event the COUNTY exercises this option, the COUNTY shall have a second option, upon written notice sent not less than sixty days before the end of the then term, to extend the term of this Service Agreement for a successive one-year term.

Section 2: CHARGES AND PAYMENT

COUNTY shall pay CONTRACTOR for its services in accordance with the Proposal Cost Form provided as Form E. All MSW and Bulky Waste from the MSW Collection Services will incur no disposal costs to the CONTRACTOR for material delivered to the COUNTY Landfill; no MSW or Bulky Waste collection costs will be paid by the COUNTY to the CONTRACTOR for any MSW or Bulky Waste material disposed elsewhere, unless expressed written consent is obtained from the COUNTY by the CONTRACTOR prior to delivery of the Solid Waste to the alternate disposal facility approved by the COUNTY and utilized by CONTRACTOR.

Except for the fees and other amounts expressly set forth in Form E of this Agreement as the responsibility of the COUNTY, the COUNTY shall not be responsible for the payment of any expenses incurred by the CONTRACTOR in connection with the performance of the CONTRACTOR'S obligations as described in this Agreement.

Section 3: TERMINATION

A. TERMINATION ON DEFAULT

1. Either party shall have the right to terminate this Agreement upon the occurrence of an Event of Default of the other party. The party seeking to terminate this Agreement shall do so by delivering to the other party a written notice of termination, and this Agreement shall terminate on the 10th day following the date of such notice, provided that a default of the character described in Section 5.C.3. shall terminate this Agreement automatically.

2. In the event that the COUNTY breaches this Agreement or the CONTRACTOR terminates this Agreement for an Event of Default by the COUNTY in accordance with Section 7.A.1., as the CONTRACTOR'S sole remedy, the COUNTY shall pay to CONTRACTOR as liquidated damages the sum calculated as follows: (1) if the remaining Term under this Agreement is more than six months, the COUNTY shall pay to the CONTRACTOR the equivalent of the COUNTY 'S most recent monthly billing multiplied by six; or (2) if the remaining Term of this Agreement is less than six months, the COUNTY shall pay to the CONTRACTOR the equivalent of the COUNTY'S most recent billing charge multiplied by the nearest whole number of full calendar months remaining in the Term, with a minimum payment due of at least the most recent billing month.

In the event that the CONTRACTOR breaches this Agreement or the COUNTY terminates this Agreement in accordance with Section 7.A.1. for an Event of Default by the CONTRACTOR, as the COUNTY'S sole remedy, the CONTRACTOR shall pay to the COUNTY as liquidated damages a sum calculated as follows: (i) the most recent monthly billing multiplied by six or (ii) if the remaining Term of this Agreement is less than six months, the CONTRACTOR shall pay to the COUNTY the equivalent of the COUNTY 'S most recent monthly billing multiplied by the nearest whole number of full calendar months remaining in the Term, with a minimum payment due of at least the most recent billing month.

B. SURVIVAL OF CERTAIN RIGHTS AND OBLIGATIONS

The agreements, rights and obligations that have accrued prior to the date of termination shall survive any termination of this Agreement.

Section 4: INDEMNIFICATION

COUNTY and CONTRACTOR agree to indemnify, save harmless and defend the other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees),

which said other party may hereafter incur, become responsible for or pay out resulting from, related to or arising out of this Agreement, including, without limitation, those resulting from death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by a breach of any term, provision, representation or warranty of this Agreement.

Each party shall promptly notify the other of the assertion of any claim against which it is indemnified hereunder, shall give the other the opportunity to defend such claim, and shall not settle such claim without the approval of the other. These indemnification provisions are for the protection of the COUNTY and the CONTRACTOR only and shall not establish, of themselves, any liability to any other Person. The provisions of this Section 5 shall survive termination of this Agreement.

Section 5: MISCELLANEOUS

A. ENTIRE AND COMPLETE AGREEMENT

This Agreement, together with the Attachments hereto, constitutes the entire and complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, arrangements, commitments, and representations pertaining to the subject matter hereof, all of which, whether oral or written, are merged herein.

B. APPLICABLE LAW: JURISDICTION; VENUE

The law of the State of Maryland shall govern the validity, interpretation, construction, and performance of this Agreement. The CONTRACTOR represents and warrants that it is subject to service of process in the State and covenants that it will remain so subject throughout the Term of this Agreement. The COUNTY and the CONTRACTOR irrevocably and unconditionally (i) agree that any suit or other legal action arising from this Agreement may be brought in the Circuit Court of Charles County, Maryland; (ii) consent to the jurisdiction of such court in any such suit or action; and (iii) waive any objection or claim which they may have to any such suit or action in any of such courts, based on improper venue, forum non conveniens, or any other ground relating to the appropriate forum for such suit or action.

C. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

D. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

E. AMENDMENT OR WAIVER, ETC.

Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, or terminated except by a written instrument signed by the COUNTY and the CONTRACTOR.

F. NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given three days after delivery in person or mailing by first-class or registered U.S. Mail, postage pre-paid and addressed,

If to the COUNTY, to:

Charles County Finance Department
P.O. Box 2150
200 Baltimore Street
La Plata, MD 20646

Or to such other address as the COUNTY may give notice of to the CONTRACTOR;

If to the CONTRACTOR, to:

THIS AGREEMENT IS ACCEPTED AND APPROVED BY THE PARTIES AS
SIGNED BELOW:

CHARLES COUNTY:

Name

Position/Title

Date

WITNESS FOR CHARLES COUNTY:

Witness

Name

Position/Title

Date

CONTRACTOR:

Name

Position/Title

Date

WITNESS FOR CONTRACTOR:

Witness

Name

Position/Title

Date

FORM A

PROPOSER INFORMATION

THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE
OFFEROR, DETACHED, AND MADE A PART OF ITS PROPOSAL.

A. Firm's Transmittal

Date: _____

The County Commissioners of Charles County, Maryland
Charles County Government Building
Post Office Box 2150
200 Baltimore Street
La Plata, Maryland 20646

Honorable Commissioners:

This proposal is submitted in accordance with your Request for Proposals inviting proposals to be received for the work as outlined in the "Scope of Services" attached hereto for Proposal No. 10-07

Having carefully examined the proposal documents, the undersigned herein agrees to furnish all services as outlined in the RFP and our Proposal documents attached.

The undersigned is duly authorized and has caused this Proposal to be executed as of the day and year indicated above.

(Authorized Signature)

(Title)

B. General Information

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____

Type of organization (corporation, joint venture, partnership, individual):

FORM A

PROPOSER INFORMATION (Continued)

C. Reference Services

Similar Franchised Solid Waste Collection Services provided as reference services* (provide type of services, location, number of customers, entity and contract structure, service status, initial service date). A maximum of five reference services most similar in scope to that being requested by the County may be supplied.

D. Business Information

1. Have you ever failed to complete any contract awarded to you? _____

If so, where and why? _____

2. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract?

If so, state name of individual, other organization, reason therefor, and bonding company:

3. Has any officer or partner of your organization ever failed to complete a contract handled in his or her own name?

If so, state name of individual, name of owner, reason therefor, and bonding company:

4. With what other lines of business are you directly or indirectly affiliated?

FORM A

**PROPOSER INFORMATION
(Continued)**

5. As it pertains to this project and transfer stations in general, with what individuals or entities have you been associated as partner or otherwise during the past three years?

6. Describe the nature of your current business:

7. State the length of time you have been in that business under your present name:

8. Has any facility that you have operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations? If so, state the details and disposition. Attach additional sheets as necessary.

9. Have you, your partners, members, joint venturers, parent corporation, or subsidiaries been a party to any lawsuits within the last three years that may affect your ability to perform the obligations described in your proposal?

If so, list these lawsuits and their potential implication on this project. Attach additional sheets as necessary.

FORM B

REPRESENTATIONS AND CERTIFICATIONS

THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE OFFEROR, DETACHED, AND MADE A PART OF ITS PROPOSAL.

The offeror makes the following representations and certifications as part of this proposal (check or complete all appropriate boxes or blanks).

1. TYPE OF ORGANIZATION

It operates as () an INDIVIDUAL, () a PARTNERSHIP, () a JOINT VENTURE consisting of _____ and _____, () a CORPORATION incorporated under the laws of the State of _____, or () _____, organized and existing under the laws of the State of _____.

2. CONTINGENT FEE REPRESENTATION

Offeror represents (a) that it () has () has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract and (b) that it () has () has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract and agrees to furnish information relating to (a) and (b) above as requested by the County.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The undersigned deponent, of lawful age, being duly sworn, upon oath deposes and says that he or she has lawful authority to execute the within and foregoing proposal; that he or she has executed the same by signing hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or farming out to any proposer or Proposers or other persons of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof; and that he or she has not and will not divulge the sealed proposal or proposals or to the profits thereof; and that he or she has not and will not divulge the sealed proposal to any person except those having a partnership or other financial interests with him or her in said proposal or proposals until after the said sealed proposal or proposals are opened.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition by agreement to make a proposal at a fixed price or to refrain from submitting a proposal or with any other terms of said prospective contract or in any discussions between Proposers and any County official concerning exchange of money or other things of value for special consideration in the letting of a contract and that the Proposer/Contractor has not paid,

FORM B

**REPRESENTATIONS AND CERTIFICATIONS
(Continued)**

given, donated, or agreed to pay, give, or donate to any official, officer, or employee of the County any money or other thing of value, either directly or indirectly.

4. PLACE OF PERFORMANCE AND MAIN OFFICE

Following is the name and location of the main office and of the plant or place of business where the item(s) will be produced or supplied from stock where the services will be performed.

a. Name of Company/Place of Performance: _____

City, **County**, and State and Congressional District Number: _____

b. Main Office: _____

City, County, and State and Congressional District Number: _____

5. ACCEPTANCE PERIOD

The offeror agrees that he or she will allow ninety (90) days from the date of this Proposal for acceptance thereof by the County.

6. AMBIGUITY

In case of ambiguity or lack of clarity in stating prices in the proposal, the County shall have the right to construe such prices in a manner most advantageous to the County or to reject the Proposal.

Authorized Signature

Title

Date

FORM C

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE OFFEROR, DETACHED, AND MADE A PART OF ITS PROPOSAL.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor shall include the provisions of the foregoing Paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions shall be binding upon each subcontract or vendor.

Authorized Signature

Title

Date

FORM D

CHARLES COUNTY MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

ALL PROPOSERS ARE REQUESTED TO COMPLETE THIS FORM
AND SUBMIT IT WITH THEIR PROPOSAL.

RFP NO.10-07

Name of Proposer: _____

Please respond to the following questions:

- | | Check One | |
|--|------------|-----------|
| | <u>Yes</u> | <u>No</u> |
| 1. Certified Minority Business Enterprise? | _____ | _____ |
| a. Certified by State of Maryland? | _____ | _____ |
| b. Federal 8-A Registration? | _____ | _____ |
| c. Charles County Local Government? | _____ | _____ |
| d. Other (please list) _____ | | |
| 2. Principal Owner's Minority Class (please check): | | |
| African American _____ Asian American _____ Hispanic American _____ | | |
| Native American _____ Women _____ Other (please list) _____ | | |
| 3. If the response to Question 1 is no,
have Minority Business Enterprises
provided services, or supplied any items
associated with your response to this
Request for Proposals? | _____ | _____ |

NOTE: If the response to Question 2 is yes, please include a list of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall Service Agreement amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Proposal \$ _____

Total Minority Business Enterprise Proposal \$ _____

Percent of Total Minority Business Enterprise Service Agreement _____%

Signature

Title

FORM D

CHARLES COUNTY MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT
(Continued)

PROPOSED MBE SUB CONTRACTORS

COMPANY NAME & ADDRESS: _____
(Include City, State, Zip Code
and County) _____

PRODUCT/SERVICES _____

MINORITY CLASS * _____ PERCENT OF PARTICIPATION _____
=====

COMPANY NAME & ADDRESS: _____
(Include City, State, Zip Code
and County) _____

PRODUCT/SERVICES _____

MINORITY CLASS * _____ PERCENT OF PARTICIPATION _____
=====

COMPANY NAME & ADDRESS: _____
(Include City, State, Zip Code
and County) _____

PRODUCT/SERVICES _____

MINORITY CLASS * _____ PERCENT OF PARTICIPATION _____
=====

If additional space is needed, please submit information on a separate sheet and attach hereto.

** See Form D, Page 1, Section 2, for list of Minority Classes*

FORM E
COST PROPOSAL FORM

To receive consideration, Proposers shall respond by providing unit pricing as specified below.

The County reserves the right to award one or more contracts for the curbside collection of MSW materials and the associated Bulky Waste collection services. Such award will be, at the County's sole discretion, for weekly service provided on Thursdays.

The undersigned, having carefully read and considered the terms and conditions of the contract documents for curbside collection of MSW and Bulky Waste materials within each of the eight (8) neighborhoods identified as the MSW Residential Collection Districts of Charles County, Maryland, and does hereby offer to perform such services for a neighborhood or various neighborhoods of Charles County 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 RFP at the rates hereinafter set forth:

ITEM 1: Option C-1

In this option, and with a minimum requirement of 1,000 Dwellings to be collected, the Proposer can “pick and choose” the neighborhood, or neighborhoods, that it wishes to service from the two currently greater than 1,000 residences. Prices are to be provided on Form CP-1 on a \$/Unit/month basis under all headings for the neighborhoods of interest. Under this option, the following note to form CP-1 is offered:

Column A pricing is to reflect per-Unit cost of **MSW collection** with carts provided by the Contractor for the number of Units presented in Table 1. The Proposer must provide pricing via semi-automated collection technology by noting such in Proposer’s accompanying narrative.

FORM CP-1 OPTION 1 COST PROPOSAL – INDIVIDUAL NEIGHBORHOOD COLLECTION SERVICES

Year 1 Base Proposal (\$/Unit/Mo.) (1)

Complete Turnkey Collection Services (With Haul from neighborhood to County Landfill for Disposal)

PROPOSED PRICE (Basis: \$/Unit/Month)

NEIGHBORHOOD	TOTAL RESIDENCES	MSWCOLLECTION ^(A)
Bannister	1,018	\$ ____/Unit/Mo.
Carrington	2,170	\$ ____/Unit/Mo.
Huntington	809	Not Applicable
Lakewood	264	Not Applicable
Northgate	103	Not Applicable
Sentry Woods	497	Not Applicable
Wakefield	997	Not Applicable
Sheffield	929	Not Applicable

Note: (A) Year 1 of the proposed contract term covers the end of the County Fiscal Year 2010 (i.e., Year 1 runs from January 7, 2010 through June 30, 2010; with annual escalation thereafter per Contract).

ITEM 2: Option C-2

In this option, Proposer shall provide pricing for a larger segment of work, referred hereto as a “cluster of neighborhoods,” than in Option C-1. Prices, which must be provided for any combination of neighborhoods as long as they total at least 1,000 Dwellings, are to be provided on Form CP-2 on a \$/Unit/month basis under all headings for the neighborhoods of interest. Any Proposer wishing to propose on several clusters should copy this page and make unique submittals as appropriate. Under this option the following note is offered:

Column A pricing is to reflect per-Unit cost of **MSW collection** with carts provided for the Contractor for the number of Units presented in Table 1. The Proposer must provide pricing via semi-automated collection technology by noting such in Proposer’s accompanying narrative. Similar to Option C-1, delivery of collected MSW shall be to the County Landfill.

FORM CP-2

OPTION 2 COST PROPOSAL – “CLUSTER” OF SEVERAL NEIGHBORHOODS COLLECTION SERVICES

Year 1 Base Proposal (\$/Unit/Mo.) (1)

Complete Turnkey Collection Services (With Haul from neighborhoods to County Landfill for Disposal)

PROPOSED PRICE (Basis: \$/Unit/Month)

NEIGHBORHOOD	TOTAL RESIDENCES	MSW COLLECTION ^(A)
Bannister	1,018	\$____/Unit/Mo.
Carrington	2,170	\$____/Unit/Mo.
Huntington	809	\$____/Unit/Mo.
Lakewood	264	\$____/Unit/Mo.
Northgate	103	\$____/Unit/Mo.
Sentry Woods	497	\$____/Unit/Mo.
Wakefield	997	\$____/Unit/Mo.
Sheffield	929	\$____/Unit/Mo.

Note: (A) Year 1 of the proposed contract term covers the end of the County Fiscal Year 2010 (i.e., Year 1 runs from January 7, 2010 through June 30, 2010; with annual escalation thereafter per Contract).

ITEM 3: Option C-3

In this option, Proposer shall provide pricing for the entire Work from all eight (8) County neighborhoods for the basic services noted herein. Prices are to be provided on Form CP-3 on a \$/Unit/month basis under all headings for all neighborhoods. Due to size or location, unique prices may be proposed if warranted. However, the County prefers a common price under this Option C-3. Under this option, the following note is offered:

Column A pricing is to reflect per-Unit cost of **MSW collection** with carts provided by the Contractor for the number of Units presented in Table 1. The Proposer must provide pricing via semi-automated collection technology by noting such in Proposer's accompanying narrative. Delivery of collected MSW shall be to the County Landfill.

FORM CP-3

OPTION 3 COST PROPOSAL – MASTER COLLECTION SERVICE FOR “ALL NEIGHBORHOODS”

Year 1 Base Proposal (\$/Unit/Mo.) (1)

Complete Turnkey Collection Services (With Haul from neighborhoods to County Landfill for Discharge)

PROPOSED PRICE (Basis: \$/Unit/Month)

NEIGHBORHOOD	TOTAL RESIDENCES	MSW COLLECTION ^(A)
Bannister	1,018	\$_____/Unit/Mo.
Carrington	2,170	\$_____/Unit/Mo.
Huntington	809	\$_____/Unit/Mo.
Lakewood	264	\$_____/Unit/Mo.
Northgate	103	\$_____/Unit/Mo.
Sentry Woods	497	\$_____/Unit/Mo.
Wakefield	997	\$_____/Unit/Mo.
Sheffield	929	\$_____/Unit/Mo.

Note: (A) Year 1 of the proposed contract term covers the end of the County Fiscal Year 2010 (i.e., Year 1 runs from January 7, 2010 through June 30, 2010; with annual escalation thereafter per Contract).

ITEM 4: While Item 1 through Item 3 is an all in collection costs, including the purchasing and distribution of carts, the specific cost that is charged in the above per residence \$/Unit/Month fee for the individual Solid Waste Collection Container is

\$_____/Unit/Month based on a forty-two (42) month Service Agreement. For purposes of this RFP and the Proposal, the capital cost of each Solid Waste Collection Container is to be assumed to be \$50/ Solid Waste Collection Container. If the Service Agreement were terminated, this price would be prorated back to the Contractor in accordance with Section 15.24 as noted herein.

ITEM 5: The unit cost proposed by the Contractor for providing once per month Bulky Waste curbside collection and hauling of such collected Bulky Waste to the Landfill is \$_____/item.

If there is a cost differentiation between neighborhoods, that should be clearly described in the Proposal.

Note: Such fee will be included in the Service Agreement, but the collection of this fee for the service provided to any neighborhood resident will be between the Contractor and resident.

Submitted by:

Firm: _____

Signature: _____

Name: _____

Title: _____ Date: _____

FORM F
CONTRACTOR'S QUESTIONNAIRE

PROPOSAL OF: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

DATE: _____ TELEPHONE: _____

1. Have you failed to complete work under any contract awarded to you? If yes, state for whom and under what conditions.

2. Has any officer, director, partner or other principal of your organization ever been an officer or partner in another organization that failed to complete work under a contract awarded to it? If yes, state name of individual, organization and the conditions of the failure to complete.

3. Has any officer, director, partner or other principal of your organization failed to complete work under a contract awarded to that individual? If yes, state name of individual and the conditions of the failure to complete.

4. Name the surety company to whom you intend to apply for a performance bond.

5. Name the insurance company you expect to provide your certificates of insurance for this contract.

6. If awarded this contract will you be able to start on July 1, 2008 If not, what date would you be able to commence service?

FORM G
CONTRACTOR'S AFFIDAVITS

PROPOSAL OF: _____

ADDRESS: _____

TELEPHONE NO.: _____

ABOVE NAMED PROPOSER AFFIRMS AND DECLARES:

1. That said Proposer is of lawful age and the only one interested in this Proposal. That no person, firm or corporation other than herein above named has any interest in this Proposal or the contract proposed to be entered into.
2. The prices in this Proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
3. That said Proposer has carefully examined the area to be served and from said Proposer's own investigations has satisfied itself as to the nature and character of the location, the equipment and manpower requirements to perform the specified work and all other items which may, in any way affect the work or its performance.
4. That said Proposer is not in arrears upon debt or contract to the County or any other government jurisdiction and is not a defaulter, as surety or otherwise, upon obligation to any government jurisdiction.
5. On acceptance of this Proposal for the specified work the undersigned does bind the person or persons to enter into written contract with the County to provide services as specified in the Invitation to Proposal and specifications.

BY: _____ DATE: _____

TITLE: _____