

Request for Proposals

for

BULK MATERIAL COLLECTION SERVICE

by

**Northeast Maryland Waste Disposal
Authority**

for

Baltimore County, Maryland

Date of Issue: May 17, 2024

Table of Contents

1. BACKGROUND AND PURPOSE.....	1
2. GENERAL INFORMATION	3
2.1 PROCUREMENT	3
2.2 RFP AVAILABILITY	4
2.3 INFORMATION OR CLARIFICATION REQUESTS.....	4
2.4 SUBMITTAL REQUIREMENTS	4
2.5 CONFIDENTIAL INFORMATION.....	5
2.6 EQUAL EMPLOYMENT OPPORTUNITY	5
2.7 IRREVOCABILITY OF PRICE PROPOSAL.....	5
2.8 UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT, MBE/WBE/SBE AND/OR ECONOMIC BENEFIT FACTOR PROGRAMS.....	5
3. SCOPE OF SERVICE	6
3.1 PROJECT DESCRIPTION	6
3.2 SERVICE CONTRACT TERM	6
3.3 ACCEPTANCE OF TERMS OF SERVICE CONTRACT	7
3.4 PRICE PROPOSALS	7
4. MINIMUM QUALIFICATIONS	7
5. REQUIRED CONTENT OF PROPOSALS	7
5.1 GENERAL INFORMATION ABOUT PROPOSER	8
5.2 EXPERIENCE WITH BULK MATERIAL COLLECTION SERVICES	9
5.3 PROPOSAL REQUIREMENTS.....	10
5.4 FINANCIAL QUALIFICATIONS	11
5.5 PROPOSAL BOND	12
5.6 PERFORMANCE BOND OR LETTER OF CREDIT	12
5.7 OTHER PROPOSAL REQUIREMENTS	12
6. EVALUATION PROCESS AND CRITERIA	13
6.1 EVALUATION PROCESS.....	13
6.2 EVALUATION CRITERIA.....	13
6.3 PROCUREMENT METHOD	14
6.4 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE	14
7. ADA COMPLIANCE.....	14
7.1 ALTERNATIVE FORMS:	14

RFP for Baltimore County Bulk Material Collection Service
May 17, 2024

APPENDIX A	15
SERVICE CONTRACT	15
APPENDIX B	16
ADDENDA RECEIPT FORM.....	16
APPENDIX C-1	17
PRICE PROPOSAL FORM	17
APPENDIX D	19
FORM D-1	19
BULK MATERIAL COLLECTION SERVICE FOR BALTIMORE COUNTY	19
REQUEST FOR PROPOSALS.....	19
PROPOSER’S CONTACT INFORMATION FORM	19
APPENDIX D	20
FORM D-2	20
WAIVER OF DAMAGES	20
APPENDIX E.....	21
PROPOSAL ITEM CHECKLIST	21

BULK MATERIAL COLLECTION SERVICE REQUEST FOR PROPOSALS (“RFP”)

1. BACKGROUND AND PURPOSE

Baltimore County, Maryland is a body corporate and politic, and a political subdivision of the State of Maryland. As such, Baltimore County (“County”) encompasses 682+/- square miles of territory with a County Road network of 3,352+/- miles of County roadways, with 243,672 +/- individual Residential Units that will qualify for Bulk Material Collection Services and Special Collection Services (“Services”) under this Service Contract.

The Northeast Maryland Waste Disposal Authority (“Authority”) on behalf of the County is requesting Proposals from vendors (“Proposers”) for two (2) distinct and different types of collection, which are separate types of Service. The Proposer must submit Price Proposals for ALL Bulk Material Collection Services, as detailed below.

Please note, the Appendix C-1 Price Proposal Form acts as the base cost for the County’s calculation, for once per year Bulk Material Collection Service for qualifying Residential Units of up to three Bulk Material items, that fall under the Acceptable Material definition. The County desires to be able to offer more than once per year collection as described below and will calculate the base cost as proposed in the Appendix C-1 Price Proposal Form with the budget allocated, in order to determine the number of collections per year it will utilize for each qualifying Residential Unit.

Proposals for the **Service Area Bulk Material Collection**, with approximately 1,900-2,200 +/- residences to be collected from daily when performing two (2) collection runs per year per residence (see Section 2.1.1 of the Service Contract). The Contractor (defined below) shall drive a daily route (ride past/collect from +/- 1,900-2,200 residences per day) when performing two (2) collection runs per year per residence, collecting up to three Bulk Materials per Residential Unit along the route, as long as they are properly set out by the Participating Resident and fall under the Acceptable Materials definition. The County will provide the Contractor a route, i.e. a Service Area Bulk Material Collection Service Calendar (geographic map/zone and list of qualifying residences) to be serviced under the Service Contract. The Contractor must perform its daily Service Area Bulk Material Collection. The geographic map/zone of qualifying residences will be driven by and collected by the Contractor, regardless of how much Acceptable Material is set out on a given day, per the applicable Service Area per day, in the amount of +/- 1,900-2,200 residences for each Service Area when performing two (2) collection runs per year per residence. The County intends for the Contractor to provide Bulk Material Collection Service up to two (2) times per year per residence. There is no guarantee of usage by the County or Authority for this Service.

Price Proposals in Appendix C must include additional Contractor diversion/recycling Services, using the County’s Acceptance Facilities, if requested by the Authority or County in writing. These Price Proposals will incorporate any potential added Contractor effort of diverting reusable/recyclable Bulk Material to the designated areas onsite the County Acceptance Facilities for these programs, if requested by the Authority or County in writing. These Price Proposals require Contractor collection vehicles that will not damage/compact reusable/recyclable Bulk Material in

**RFP for Baltimore County Bulk Material Collection Service
May 17, 2024**

transport to the diversion/recyclable programs at the County Acceptance Facilities (meaning no packer trucks or trucks of any kind that have a compressing device that would crush or damage the structural makeup of the Bulk Material). The collection vehicles need to be capable of transporting Bulk Material securely without damage, and the Contractor's collection crews must be capable of routing to the applicable diversion/recycling area at each Acceptance Facility and unloading (manually, as needed) the reusable/recyclable Bulk Material at those specific areas in coordination with County staff onsite, as applicable. The Price Proposals must assume a mix of some additional diversion/recycling efforts (in both collection and unloading) when performing these Bulk Material Collections, as well as some standard collection and unloading of un reusable/unrecyclable Bulk Material at the County's Acceptance Facilities. For clarity, the Contractor shall not charge additional fees for any applicable diversion/recycling Services using the County's Acceptance Facilities.

Proposals for a **Special Collection Service** basis within the geographic borders of the County are also being sought. This will be a material collection on-call "request" by the Baltimore County, Department of Public Works and Transportation, Bureau of Solid Waste Management ("Bureau") to be performed within seven (7) Business Days of the request (see Section 2.1.2 of the Service Contract). There is no guarantee of usage by the County or Authority for this Service.

The Proposer is allowed to use the County's three Acceptance Facilities (at no cost) to perform these Services during their hours of operation, as listed below:

Central Acceptance Facility ("CAF"), 10275 Beaver Dam Road, Cockeysville, MD 21030. Open from 7:00 a.m. – 5:00 p.m. Monday through Saturday.

Eastern Sanitary Landfill ("ESL"), 6259 Days Cove Road, White Marsh, MD 21162. Open from 7:00 a.m. – 3:30 p.m. Monday through Saturday.

Western Acceptance Facility ("WAF"), 3310 Transway Road, Halethorpe, MD 21227. Open from 7:00 a.m. – 3:30 p.m. Monday through Saturday.

Upon the award of the Service Contract to the successful Proposer (the "Contractor"), it is anticipated that the residential curbside Bulk Material Collection Services will begin on or about January 1, 2025, via the method as selected by the County and Authority. The Service Contract shall have an initial term ending June 30, 2030. The County and Authority may extend this Service Contract for one (1) five (5) year renewal, through June 30, 2035, on the same terms and conditions as set forth in this Service Contract. See Section 3.2 of the RFP and Section 7.1 of the Service Contract.

The Special Collection Service method will be used by the County only as requested by the County for special circumstances. More specifically, the County has an in-house workforce that performs "Special Collections" of many and diverse kinds; however, the number of Special Collections has not been tallied by the County. This workforce sometimes, during peak demand, cannot handle all of the work requested. Special Collection under the Service Contract is meant to provide relief for those times when the County's in-house workforce has more work than it can perform. More specifically, a Special Collection could include Service such as collection from: a whole house clean-out from a hoarder, a stream clean-up, clean-up of a homeless encampment, a park clean-up after a concert or special event, a clean-up/collection of a portion of a route where municipal solid

waste was not collected, a clean-up of a burnt-out building, etc. The County will schedule Services with the Contractor by an on-call request for each needed Special Collections pick-up, to be performed by the Contractor within seven (7) Business Days of the request (see Section 2.1.2 of the Service Contract). The Contractor is allowed to schedule and perform this pick-up at its convenience within the window of seven (7) Business Days, in order to more efficiently coordinate its own collections (there is no guarantee of usage by the County or Authority for this Service). The Contractor is allowed to coordinate, schedule, conduct collections and tip the Acceptable Material at its convenience, within the seven (7) Business Day window of time from the on-call request by the County. Please note, this Special Collection Service would not be allowed to be combined with the Service Area Bulk Material Collection Service, since the time and routes are billed separately (i.e., the collection truck cannot combine Acceptable Materials from each Service or perform the Special Collection during a dedicated Service Area Bulk Material Collection route). For both Services, the Contractor shall be required to tip once its collection truck is full, as applicable.

The County and Authority may elect to increase the frequency of the Service Area Bulk Material Collection and the areas collected after reviewing the Proposals at award or at any time thereafter giving the Contractor thirty (30) days' written notice to stage/ramp up. See Section 2.1.1(f) of the Service Contract.

The Authority is soliciting Proposals for the Bulk Material Collection Service in accordance with the attached draft Service Contract (Appendix A).

All capitalized terms not otherwise defined in this RFP have the meanings set forth in Schedule 2 of the Service Contract, attached as Appendix A to this Request for Proposals.

2. GENERAL INFORMATION

Currently, the County provides Service Area Bulk Material Collection for its Participating Residents through a third-party contractor and has the option to utilize Special Collection Services under the same service contract.

The Authority will evaluate the Proposer's technical and financial qualifications and the Technical and Price Proposals (Appendix C-1) based on the written materials received and other evaluations that may be conducted by the Evaluation Committee, as further described in Section 6.

2.1 PROCUREMENT

The Authority is soliciting Technical and Price Proposals in accordance with the requirements and allowances set forth in Code of Maryland Regulations 14.13.01. This procurement is being conducted as a competitive negotiation.

The Authority reserves and has the sole discretion to:

- Award Service Contracts to one or more Proposers (noting that the Authority and County intend to award only one Service Contract to one Proposer for the entire County-wide Service).
- Supplement, amend, or otherwise modify this RFP, or cancel this RFP without substitution.

**RFP for Baltimore County Bulk Material Collection Service
May 17, 2024**

- Waive any or all informalities in the Technical and Price Proposal, or failures to comply with the RFP requirements deemed by the Authority to be immaterial or insignificant.
- Request further information from Proposers as needed to support the Authority's evaluation of the Proposers.

2.2 RFP AVAILABILITY

An electronic or paper copy of the RFP may be obtained at no charge from:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402, 100 South Charles Street
Baltimore, Maryland 21201-2705
Telephone: (410) 333-2730
E-mail: procurement@nmwda.org

2.3 INFORMATION OR CLARIFICATION REQUESTS

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be emailed to procurement@nmwda.org on or before 4:00 p.m. (local time) on Tuesday, June 11, 2024.

Proposers shall submit questions or requests for additional information to procurement@nmwda.org. Neither the County nor the Authority will accept Proposer telephone calls or visits during the Technical and Price Proposal evaluation process.

Proposers shall notify the Authority in writing of any conflicts, errors, omissions or discrepancies in this RFP prior to this time. The Authority reserves the right not to respond to questions received after 4:00 p.m. (local time) on Tuesday, June 11, 2024.

Prior to award of this Service Contract, Proposers shall not initiate any communications related to this project with other Authority staff; the County; local elected officials; or local government staff responsible for solid waste and/or recycling management. Any communications may result in the disqualification of the Proposer's Technical and Price Proposal.

The Authority will, as necessary, issue written Addenda that describe changes, interpretations, or clarifications considered necessary by the County in response to Proposers' written questions. The Authority will mail or deliver the Addenda to all parties recorded by the Authority as having received the RFP documents. Only answers issued by formal written Addenda will be binding on the Authority. Oral and other interpretations or clarifications will be without legal effect.

2.4 SUBMITTAL REQUIREMENTS

Each Proposer shall submit an electronic copy of its Technical and Price Proposal (Appendix C-1) via email to procurement@nmwda.org with the subject line "Bulk Material Collection Service RFP for Baltimore County." The Technical Proposal shall not be longer than twenty (20) pages.

The Technical and Price Proposal must be emailed on or before 4:00 p.m. (local time) on Thursday, August 8, 2024.

The Proposer shall be responsible entirely and exclusively for all costs incurred by the Proposer associated with Technical and Price Proposal preparation and subsequent negotiations, if any, which may or may not lead to execution of a Service Contract.

Any Technical and Price Proposals received after the indicated time and date will not be considered. The Authority reserves the right to issue an Addendum that extends the original Due Date for Technical and Price Proposals. The Authority will not return the Technical and Price Proposals following the review and evaluation process.

2.5 CONFIDENTIAL INFORMATION

Technical and Price Proposals submitted in response to this RFP may contain technical data or other knowledge or materials that constitute proprietary information, which if publicly disclosed, would cause injury to the Proposer's competitive position. Proposer should specifically identify the pages of the Technical and Price Proposal that Proposer believes contain such information by marking the applicable pages "CONFIDENTIAL." The Proposer may not claim the entirety of the Proposal as confidential. However, the Proposer understands that the Authority in its sole discretion may determine that disclosure of some Technical and Price Proposal information is required under the Maryland Public Information Act, and the Proposer agrees to hold the Authority harmless with respect to any such disclosure. The Authority will give notice to Proposers of any requests for disclosure of information identified as confidential.

2.6 EQUAL EMPLOYMENT OPPORTUNITY

Proposers shall comply with all applicable federal, state and local laws and regulations pertaining to equal employment opportunity. The Proposer is responsible for determining the applicability of these provisions and extent of compliance.

2.7 IRREVOCABILITY OF PRICE PROPOSAL

The prices proposed will be irrevocable for a period of one hundred twenty (120) days from the Due Date, or, if modified during negotiations, for a period of one hundred twenty (120) days from the date such modified Price Proposals are proposed by the Proposer.

2.8 UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT, MBE/WBE/SBE AND/OR ECONOMIC BENEFIT FACTOR PROGRAMS

Any Price Proposal, to the greatest extent possible, shall incorporate Baltimore County's Department of Economic and Workforce Development as a First Source Hiring Agreement, as well as Baltimore County's Minority Owned Business Enterprise ("MBE")/Women Owned Business Enterprise ("WBE")/Small Business Owned Enterprise ("SBE") and/or Economic Benefit Factor requirements. More details on these requirements can be found here:

[Workforce Services for Your Business - Baltimore County \(baltimorecountymd.gov\)](https://www.baltimorecountymd.gov/WorkforceServicesforYourBusiness) (date last accessed 05.12.2024).

[Minority and Womens Business Enterprise Program – Baltimore County \(baltimorecountymd.gov\)](https://www.baltimorecountymd.gov)
(date last accessed 05.12.2024).

The Proposer shall describe whether or not it is a small business, as well as any Economic Benefit Factor as described herein, to determine if there are any new jobs being created by the Proposer in Baltimore County (as first preference) and/or other Maryland constituents. Examples of economic benefits to be derived from the Service Contract shall include but not be limited to, any of the following. For each factor identified below, the Proposer shall identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category. This includes the number and types of jobs for Baltimore County and/or Maryland residents resulting from the Service Contract. The Proposer must indicate job classifications, number of employees in each classification and aggregate payroll to which the Proposer has committed, including contractual commitments at both prime and, if applicable, subcontractual levels. If no new positions or subcontracts are anticipated as a result of the Service Contract, the Proposer must state so explicitly. The Proposer shall provide a response to each of the following:

- Anticipated placement or employment in high growth areas of employment
- Anticipated retention and average earnings – fiscal performance
- Anticipated utilizing veterans
- Anticipated services that strengthen the local workforce economy

Questions regarding the use of this system can be directed to the Baltimore County MBE/WBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

3. SCOPE OF SERVICE

3.1 PROJECT DESCRIPTION

The Authority intends to enter into a Service Contract with one Proposer that submits a responsive Technical and Price Proposal, deemed by the Authority to represent the best value to the Authority and County. The Operations Date of the Service Contract will be on or about January 1, 2025.

The Authority requests Technical and Price Proposals from qualified Proposers, as described in Section 4 below, to provide for Bulk Material Collection Services in accordance with the Scope of Work found in the Service Contract, Article II, attached as Appendix A.

3.2 SERVICE CONTRACT TERM

Upon issuance of the purchase order and the notice to proceed from the County to the Authority, the initial term of the Service Contract(s) will begin on or about January 1, 2025. The initial term of Service Contract(s) shall expire June 30, 2030. The Authority and County will have the sole option to renew the Service Contract(s) for up to one (1), five (5) year period, through June 30, 2035. The Authority shall give the Contractor thirty (30) days' written notice of its intent to renew the Service Contract for the additional five-year term.

3.3 ACCEPTANCE OF TERMS OF SERVICE CONTRACT

By submitting a Proposal, a Proposer agrees to accept the terms substantially in the form of the Service Contract in Appendix A. Any proposed exceptions to the Service Contract shall be submitted by 4:00 p.m. (local time) on Tuesday, June 11, 2024, via email to procurement@nmwda.org. If the Authority determines to make a change in the terms of the Service Contract in response to proposed exceptions submitted by 4:00 p.m. (local time) on Tuesday, June 11, 2024, all such changes will be distributed to potential Proposers via Addendum issued prior to the Due Date and posted on the Authority's website at www.nmwda.org. The Authority does have the option, after Proposals are submitted, to request Best and Final Offers. However, the Authority reserves the right to make an award on the basis of initial Proposals, so Proposers should not assume that they will have an opportunity to revise their initial Proposals.

3.4 PRICE PROPOSALS

Proposers are required to provide Price Proposals as set forth in Appendix C-1.

4. MINIMUM QUALIFICATIONS

To qualify for this project, Proposers must provide detailed information on how they meet the following minimum qualifications.

- Project staff with at least three (3) years management and/or supervisory experience in Bulk Material Collection Services of Acceptable Materials.
- At least five (5) years of corporate experience managing Bulk Material Collection Services of Acceptable Materials, utilizing methods required in the Scope of Work and proposed by the Proposer.
- Evidence of ownership or control of sufficient collection equipment needed to fulfill the Services required in the Scope of Work.
- Evidence of the ability to properly maintain the collection equipment in order to fulfill the Services required in the Scope of Work.
- Possess all permits and licenses required to operate in accordance with all federal, state, and local laws and regulations.
- The utilization of Baltimore County's Department of Economic and Workforce Development, MBE/WBE/SBE and/or Economic Benefit Factor Programs, as discussed in Section 2.8.

5. REQUIRED CONTENT OF PROPOSALS

This Section 5 includes the Authority's requirements for presenting the Proposer's corporate and personnel qualifications and plan to provide the required Services. The Authority will review each Proposal in accordance with the procedures presented in Section 6 of this RFP. Refer to Section

2.4 of the RFP for submittal form requirements. Proposers shall provide the following information for any companies, subsidiaries and/or parent companies that will work on the project. The County and Authority shall have sole discretion to determine the adequacy of proposed companies, subsidiaries or subcontractors. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

5.1 GENERAL INFORMATION ABOUT PROPOSER

The Proposer shall submit the following information to demonstrate its qualifications to perform the Services described in this RFP and the Service Contract:

- Name of Proposer.
- Business Address.
- Type of Organization.
- Proposer's Authorized Representative and contact information including telephone and email information.
- The number of years the Proposer has been in business under the present name.
- Any other names under which the Proposer has done business during the past ten years and indicate the years during which the Proposer was so named. The Proposer shall state if this does not apply to their company.
- If the Proposer is a subsidiary of another contractor or is intended to be a newly created subsidiary, include the information requested in the bulleted items above for the parent company and describe the role of the parent company in this project. The Proposer shall state if this does not apply to their company.
- If the Proposer is a joint venture or partnership, attach to this form a narrative description identifying the relationship and responsibilities of the members of the joint venture or partnership and the mutual contractual obligations of the members and include the information requested above for all members. The Proposer shall state if this does not apply to their company.
- Disclose if the Proposer, or any parent, subsidiary or affiliated organization, has ever been convicted of any misconduct or been fined an amount greater than \$10,000 for a civil or criminal violation of any federal, state, or local statute or regulation in connection with a solid waste or transportation service agreement or the provision of transportation, solid waste or recycling services. If there is information to disclose, state the name of the Person, the name of the Proposer, the case number, and the circumstances surrounding the conviction or violation. If there are none, the Proposer needs to affirmatively state that there is nothing to disclose.

- The Proposer must provide copies of any notice of violation given to the Proposer for the last three years, or affirmatively state that there have been no violations. The Proposer shall state if this does not apply to their company.

List all subcontractors that will perform more than 10% of Services under this Scope of Work. Copies of current certifications for the Proposer and subcontractor(s) for any MBE/WBE/SBE, if such status is claimed.

5.2 EXPERIENCE WITH BULK MATERIAL COLLECTION SERVICES

The Technical Proposal must address the experience of the Proposer in Bulk Material Collection Services.

(a) Proposer's Experience with Bulk Material Collection

Describe the Proposer's experience in collecting, transporting and disposing (landfill, diversion, recycling, or waste-to-energy) of Bulk Materials and municipal solid waste ("MSW") for projects of similar size and scope. Indicate the method of transport and location of final disposal, diversion, recycling or waste-to-energy. Provide information for projects that clearly demonstrates the Proposer's experience in similar projects involving Bulk Material Collection Services, removal, transportation, disposal, diversion, recycling or waste-to-energy and compliance with Maryland Department of Transportation ("MDOT") transport regulations; operating, maintaining, permitting and monitoring.

(b) Résumés of Key Officers and Project Team Leaders

Provide résumés of the Proposer's key officers or principals. Provide résumés for Persons responsible for the following project functions and the percent of time committed to this project:

- Project manager (and primary contact Person if different).
- Service Contract Administrator.
- Finance Manager.
- Equipment procurement and installation.
- Construction Management.
- Operations.
- Maintenance.
- Records and administration.
- Describe the staffing and manpower that the Proposer is proposing to perform the work specified.

- Include an organization chart in the Technical Proposal. Provide sufficient detail to indicate the relationship between all personnel for which resumes are included.
- **Price Proposals shall NOT be referenced in the Technical Proposal or the information submitted in response to the General Information about the Proposer.**

5.3 PROPOSAL REQUIREMENTS

Proposer shall submit a completed Price Proposal and Technical Proposal. The Technical Proposal shall be no more than twenty (20) pages.

(a) Price Proposal Requirement

- The Proposer's Price Proposal must be submitted on the form in Appendix C-1 to the RFP.
- Service Area Bulk Material Collection Proposal:
 - The Proposer shall propose a Bi-Weekly Price Proposal for the Service Area Bulk Material Collection Proposal. The Bi-Weekly Price Proposal shall be calculated as the Proposer's price to provide collection for 19,000-22,000 +/- residences over the period of two weeks, Monday – Friday each week and 1,900-2,200 +/- residences per day, when performing two (2) collection runs per year per residence.
 - The Proposer's Bi-Weekly Price Proposal shall be deducted 1/10th for each day not worked, including unpaid Holidays.
- Special Collection Service Proposal:
 - The Proposer shall propose a Price Proposal in the form of an hourly fee for the Special Collection Services, starting at the time of arrival at the job site in the County and ending when the materials are tipped at the County Acceptance Facility.
 - This Service will require an outbound ticket from the scale house of the Acceptance Facility for the documented/stamped time.
 - The Proposer shall be guaranteed a minimum of two hours each Special Collection Service.

(b) Technical Proposal Requirements – Bulk Material Collection

- Describe how the Proposer will fulfill the requirements of the Scope of Work, including staffing and equipment maintenance planning.
- Transportation/Fleet/Equipment:
 - Describe the Proposer's current Bulk Material Collection Service fleet and equipment, including type and number of trucks and equipment.

- Describe the Proposer’s fleet and equipment that would be used under this Service Contract.
- Describe contingencies for backup methods for the Bulk Material Collection Service in the event of work stoppage, lack of sufficient equipment or manpower.

5.4 FINANCIAL QUALIFICATIONS

The Proposer shall provide the following information for all companies, subsidiaries and/or parent companies that will work on the project. Information shall be submitted in a form, which is in accordance with generally accepted accounting principles.

- Certified audited financial statements or annual financial reports for the past two (2) fiscal years to include at a minimum, income statements, balance sheets, and statements of changes in financial position. If less than two (2) years of financial statements are available, this information should be provided to the fullest extent possible.
 - Information on any material changes in the mode of conducting business, bankruptcy proceedings, assignments of accounts or assets, corporate restructuring, and mergers or acquisitions within the past two years, including comparable information for related companies and company principals. If this is not applicable, the Proposer must note this item as “Not Applicable” in its Proposal.
 - Information on the Proposer’s access to bank lines of credit, revolving credit agreements, or other sources of working capital funds.
- The rating on outstanding corporate debt, if any has been issued, with recent copies of the rating agency reports on that outstanding corporate debt. If this is not applicable, the Proposer must note this item as “Not Applicable” in its Proposal.
- A description of all financial commitments in excess of five hundred thousand dollars (\$500,000) presently obligated, including completion guarantees on all construction projects and operating agreements and their bearing on the Proposer’s financial ability to guarantee the performance and other requirements of this project.
- Evidence of the ability to obtain a Performance Bond/Letter of Credit in the amount required by the Service Contract. This may be a letter of interest in providing the Performance Bond/Letter of Credit from a qualified financial institution.
- Pending or potential legal actions that would materially affect the Proposer’s financial situation and/or its ability to meet its contractual obligations to Authority. If this is not applicable, the Proposer must note this item as “Not Applicable” in its Proposal.
- Copy of current certificate of good standing from Maryland State Department of Assessments and Taxation, or similar from the state of incorporation for the Proposer, and any back-up facilities.

5.5 PROPOSAL BOND

Each Technical and Price Proposal shall be accompanied by a Proposal Bond (cashier's check) in the amount of \$25,000. The Proposal Bond (cashier's check) shall not be conditioned in any way to modify the amount required. The Proposers not selected will have their Proposal Bonds (cashier's checks) released after successful execution of the Service Contract. The Proposal Bond (cashier's check) copy must be included with the Proposal, and the original must be mailed to the Authority's address, as listed on Form D-1, no later than seven (7) calendar days past the Technical and Price Proposal Due Date.

5.6 PERFORMANCE BOND OR LETTER OF CREDIT

The Contractor will be required to obtain and submit to the Authority a Performance Bond or Letter of Credit in the amount of six (6) months estimated compensation as determined by Appendix C and shall be similar to the form provided in Schedule 4 to the Service Contract. The amount of the Performance Bond or Letter of Credit may be adjusted annually as compensation to the Contractor is adjusted by changes in Service, at the Authority's sole discretion, to be provided by the Authority's written notice. The Performance Bond or Letter of Credit must be provided at the time of signing of the Service Contract and on or before subsequent annual anniversary dates of the Service Contract. The Performance Bond or Letter of Credit shall be conditioned upon the faithful performance of each and every term, condition, and provision of the Service Contract. Upon successful completion of the Service Contract, the Performance Bond or Letter of Credit will be returned to the Contractor.

5.7 OTHER PROPOSAL REQUIREMENTS

If the Technical or Price Proposal is incomplete or fails to address the requirements of this RFP, the Proposal may be deemed not reasonably susceptible of award and may be rejected. Each Proposer is responsible for reviewing Technical and Price Proposal requirements and preparing its Proposals in a clearly organized submittal.

Each Technical and Price Proposal is required to be in accordance with the terms of this RFP and shall be signed by an executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the proponent.

Technical and Price Proposals shall consider and be reflective of all federal, state, and local laws, statutes, ordinances, regulations, and other Applicable Laws that may affect cost, permitting, progress, performance or furnishing of the project including, but not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste handling facility standards and permits, other permits, fees, and similar subjects.

6. EVALUATION PROCESS AND CRITERIA

6.1 EVALUATION PROCESS

The Authority and the Bureau will establish an Evaluation Committee to review qualified Technical and Price Proposals. The Evaluation Committee will be composed of Authority staff, staff from the Bureau, and any other Person as designated by the Authority. The Evaluation Committee will consider the materials submitted with respect to the evaluation criteria set forth herein. Management and technical qualifications will be qualitatively evaluated and ranked by the Evaluation Committee in order of best value to the Authority and to the County. The Evaluation Committee will make a recommendation for award to the Executive Director of the Authority. The Executive Director will make a recommendation for award to the Authority's Board of Directors.

6.2 EVALUATION CRITERIA

The Evaluation Committee will first evaluate all Technical and Price Proposals against the minimum qualifications identified in Section 4. The Technical and Price Proposals considered to meet the minimum qualifications will be evaluated according to the following evaluation criteria. Price and technical criteria will be weighed approximately equally:

- A. **Total Cost of Services:** The total cost of the Services provided on the basis of the Proposer's Price Proposal.
- B. **Technical Qualifications:** The Proposer's experience including operation and maintenance of processing facilities for the required material stream, including:
 - i. Management
 - Delivering very similar Services at very similar facilities.
 - Resumes and qualifications of proposed managers for this project.
 - Descriptions of contingencies in the event operations fail for any of the Service components, including but not limited to, equipment failure, fire, or temporary loss of access to proposed transportation routes
 - Ability to provide a backup or alternate Bulk Material Collection Service, permitted and operating in accordance with federal, state and local law.
 - ii. Prior Experience
 - Meeting or exceeding performance measures for similar Service.
 - Performance history of the team for the Service. This includes compliance and adherence to federal, state, and local laws and regulations.
 - iii. Finance
 - Evidence of financial ability to implement the Service.
 - Ownership or effective control of the proposed collection equipment.
 - Ability to meet the County's Department of Economic and Workforce Development as a First Source Hiring Agreement, MBE/WBE/SBE and/or Economic Benefit Factor participation requirements.

- iv. Staff
 - Evidence of labor resources to implement the project.
 - Resumes and qualifications of proposed key staff for this project.
- v. Subcontractors
 - List of subcontractors and subcontractor qualifications

6.3 PROCUREMENT METHOD

The Authority will employ the method of competitive negotiation to select a Contractor for the award of the Service Contract. The Authority reserves the right to make an award based on the initial Proposals submitted, without oral presentations or Best and Final Offers. If the Executive Director determines that multi-step negotiations are in the best interests of the Authority and County, the Executive Director will advise Proposers whose Proposals are determined to be reasonably susceptible of award as to how such negotiations will be conducted. The Authority may establish a competitive range of Proposals and conduct negotiations only with those Proposers within the competitive range and may request Best and Final Offers. Proposers whose Proposals are not selected will be so notified in writing.

6.4 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE

The Executive Director has the right and responsibility to determine which of the Proposers have met the requirements of this RFP, to determine whether any deviation from the requirements of this RFP is substantive in nature, and to reject Proposals that are not reasonably susceptible of being selected for award. The Executive Director may waive minor irregularities in Proposals, may allow a Proposer to correct minor irregularities, and may negotiate with responsible Proposers in any manner deemed necessary to serve the best interests of the Authority and County.

7. ADA COMPLIANCE

7.1 ALTERNATIVE FORMS:

Alternative forms of this RFP will be provided upon request.

**APPENDIX A
SERVICE CONTRACT**

APPENDIX B

ADDENDA RECEIPT FORM

Receipt of Addenda for the Request for Proposals for the

BULK MATERIAL COLLECTION SERVICES FOR BALTIMORE COUNTY

Please attach copies of faxed Addenda receipt confirmation to this form. On this form track the date the Addenda were received (if any) and the initials of the responding company official.

Addenda #	Date Received	Responding Official	Date Confirmation Sent

APPENDIX C-1

PRICE PROPOSAL FORM

1. SERVICE AREA BULK MATERIAL COLLECTION PRICE PROPOSAL:

The Proposer shall submit a Bi-Weekly Price Proposal—for the Service Area Bulk Material Collection as specified in Section 2.1.1 of the Service Contract – Service Area Bulk Material Collection below. The Proposer shall multiply the Bi-Weekly price by 26 annual pay periods and provide the total annual price below:

Bi-Weekly Price Per Service Area Collection:

\$ _____ X 26 weeks = \$ _____ Annual Price.

Per Section 2.1.1 of the Service Contract: For baseline calculation purposes, the Price Proposal above shall include Service to approximately 950-1,100 residences per day for 10 days of Service, when performing one (1) collection run per year per residence. The County and Authority do not guarantee any Participation Rates (as defined in Schedule 2, Definitions, of the draft Service Contract).

As the County intends to have two (2) County-wide Service Area Bulk Material Collection runs per year per residence, with approximately 1,900-2,200 +/- residences to be collected daily when performing two (2) collection runs per year per residence, the Annual Price Per Service Area Bulk Material Collection is \$ _____ x 2, resulting in an annual charge of \$ _____.

The Price Proposal must include additional Contractor diversion/recycling Services, using the County’s Acceptance Facilities, if requested by the Authority or County in writing. This Price Proposal will incorporate any potential added Contractor effort of diverting reusable/recyclable Bulk Material to the designated areas onsite the County Acceptance Facilities for these programs, if requested by the Authority or County in writing. This Price Proposal requires Contractor collection vehicles that will not damage/compact reusable/recyclable Bulk Material in transport to the diversion/recyclable programs at the County Acceptance Facilities (meaning no packer trucks or trucks of any kind that have a compressing device that would crush or damage the structural makeup of the Bulk Material). The collection vehicles need to be capable of transporting Bulk Material securely without damage, and the Contractor’s collection crews must be capable of routing to the applicable diversion/recycling area at each Acceptance Facility and unloading (manually, as needed) the reusable/recyclable Bulk Material at those specific areas in coordination with County staff onsite, as applicable.

The Price Proposal, Section 1.B, must assume a mix of some additional diversion/recycling efforts (in both collection and unloading) when performing these Bulk Material Collections, as well as some standard collection and unloading of un reusable/unrecyclable Bulk Material at the County’s Acceptance Facilities.

**RFP for Baltimore County Bulk Material Collection Service
May 17, 2024**

It is noted that under its current contract, the County is requiring its existing Bulk Material Collection Service contractor to use separate collection trucks for the scrap metal and appliance portion of Bulk Material, and requiring the contractor to unload this Bulk Material (manually, as needed for appliances, such as refrigerators or air conditioners, with chlorofluorocarbons (“CFC’s”), e.g., Freon or other refrigerant or cooling gases) in the recycling drop off areas of the County sites. The County expects to expand the Bulk Material diversion/recycling efforts under its new Service Contract, and per written direction to the Contractor, shall require other Bulk Material diversion/recycling collection and unloading efforts for certain Bulk Material, such as electronics, batteries, mattresses, box springs, reusable building material/furniture and household items, as further described in Appendix A Service Contract.

2. SPECIAL COLLECTION SERVICE PRICE PROPOSAL:

The Proposer shall submit a Price Proposal on the Special Collection Services as specified in Section 2.1.2 of the Service Contract —Special Collection Services below:

Special Collection Services: \$_____ per hour.

Per Section 2.1.2 of the Service Contract: The County and Authority do not guarantee usage under this Special Collection Service.

APPENDIX D

FORM D-1

**Bulk Material Collection Service for Baltimore County
REQUEST FOR PROPOSALS**

PROPOSER'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

(2nd) Name: _____

(optional)

Title: _____

(optional)

Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail (1st): _____

E-mail (2nd): _____

I / we prefer to be contacted by: (*circle one*) U.S. Mail, telephone, fax, e-mail

Please e-mail, fax or mail completed form to:

Northeast Maryland Waste Disposal Authority

Tower II – Suite 402

100 South Charles Street

Baltimore, MD 21201-2705

Fax: (410) 333-2721

procurement@nmwda.org

APPENDIX D

FORM D-2

WAIVER OF DAMAGES

The Proposer and all Affiliates understand that by submitting a Proposal, the Proposer is acting at its own risk and the Proposer and all Affiliates hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting or to result from any action or inaction on the part of the Authority concerning the evaluation and selection of Proposals by the Authority, any Service Contract entered into for the Services described in the RFP, or any award or non-award of a Service Contract, pursuant thereto.

Attached is a letter authorizing the following person to sign this form, and the Proposal, on behalf of the Proposer.

Proposer:

Signature of Authorized Official

Typed Name

Title

Date

APPENDIX E

PROPOSAL ITEM CHECKLIST

(This list is to assist the Proposer. The list does not relieve the Proposer from reading the RFP carefully and determining what must be submitted with its Proposal. The Proposer is advised to check off each item as it is completed to avoid overlooking any items.)

Please return executed copies of Form D-1 and Form D-2 of this RFP to the Authority to receive any written Addenda that describe any changes, interpretations, or clarifications in response to any Proposers' written questions. Proposers may mail, email, or fax the forms to the addresses on Form D-1.

1. Email Submission(s) of Technical and Price Proposal (Appendix C-1 to this RFP) to procurement@nmwda.org with the subject line "Bulk Material Collection Service RFP for Baltimore County" on or before 4:00 p.m. (local time) Thursday, August 8, 2024.
2. Financial reporting per Section 5.4 and bond requirement per Section 5.6, including but not limited to the following:
 - a. Evidence of the ability to obtain a Performance Bond/Letter of Credit in the amount required by the Service Contract. This may be a letter of interest in providing the bond from a qualified financial institution.
 - b. Copy of current certificate of good standing from Maryland State Department of Assessments and Taxation, or similar from the state of incorporation for the Proposer, and any proposed subcontractors.
3. Addenda receipt form per Appendix B including copies of Addenda received under this RFP.
4. The information required in Section 2.8 regarding utilization of Baltimore County's Department of Economic and Workforce Development, MBE/WBE/SBE and/or Economic Benefit Factor Programs.
5. Evidence of ability to obtain insurance as required under the Service Contract.
6. Proposer's contact information form (Appendix D Form D-1).
7. Waiver of Damages form (Appendix D Form D-2).
8. Proposal Bond (cashier's check) copy (original to be mailed to the Authority's address, as listed on Form D-1, no later than seven (7) calendar days past the Technical and Price Proposal Due Date).

Signature of Proposer: _____

Printed Name and Title: _____

Signature of Risk Manager: _____

Printed Name: _____

Signature of Counsel: _____

Printed Name: _____