

**Office of Finance**  
**Division of Procurement**  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Rockville, Maryland**

**Request for Proposal #4127.6**  
**RECYCLING SERVICES**

**1.0 Intent**

The purpose of the Request for Proposals (RFP) is to obtain responses from responsible companies that have the experience, capability, and resources to provide effective and timely recycling services to Montgomery County Public Schools (MCPS) and offices throughout Montgomery County, Maryland.

This solicitation intends to cover the collection, hauling, and disposal of recyclable materials from approximately 245 locations, including schools, offices, and facilities as described herein.

**2.0 Background**

Recyclable materials are separated as “mixed paper” or “commingled” (cans, bottles and plastics) in the awarded Contractor’s supplied dumpsters. Cardboard is also generated when schools receive deliveries. Cardboard cartons may be flattened and tied in bails for collection by the Contractor at specific locations. MCPS is currently performing single-stream recycling.

The frequency of pick-up is determined by the quantity of recyclables generated by each facility and varies throughout the year. Schools experience a significant increase in paper and cardboard recycling during the first two weeks of the school year and the last two weeks before the summer break. However, as a general guide and for the purpose of this solicitation, schools generally receive two or three weekly pick-ups (See attachment A), and alternative facilities and administrative facilities receive pick-ups once a week. Additionally, during the summer break when schools are not in session, the recycling service can be reduced for a period of six weeks (the last week of June, all of July, and the first week of August).

**3.0 Introduction**

There are approximately 245 MCPS collection sites within a 500-square-mile area of Montgomery County. The recyclables collected in the calendar year 2024 were approximately as follows:

Mixed Paper/cardboard	2500 tons
Commingled	1900 tons

**Note:** Yard waste generated primarily by grounds maintenance crews is also disposed of at the County Recycling Facility and is not part of this contract.

MCPS’s recycling program has been implemented to fully comply with Montgomery County Government Executive Regulation 1-15. MCPS’s average recycling rate for the required stream during the past five years is 52 percent, and for the required and voluntary stream is 80 percent. MCPS has achieved a significant improvement in its recycling performance and expects the amount of recyclables to continue to increase.

#### **4.0 Award**

It is the intention to award this contract to the respondent submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards shall be made to one successful vendor. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

#### **5.0 Contract Term**

The term of the contract shall be for two years as stipulated in the RFP. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to four additional one-year terms. A written notice indicating MCPS's intention to pursue the extension of the contract will be issued to the successful contractor 180 days prior to the expiration of the original contract. The vendor will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

#### **6.0 Contract Termination**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a Respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles

#### **7.0 Provision for Price Adjustment**

Price increases will not be considered for the first two years of the contract. Thereafter, the successful Contractor may submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area and shall not exceed seventy-five percent (75%) of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received before a request for a price increase shall be honored at the original contract price. Downward adjustments shall be made by MCPS without a request from the successful vendor. If a price increase is approved, a contract amendment will be issued.

#### **8.0 Pricing**

The offeror's pricing proposal shall be a firm fixed price to include the collection of "mixed paper and cardboard" and "commingled" materials, pricing for the collection of recyclable material at approximately 245 schools/facilities, annual unit costs for the addition of new schools/facilities to

include an elementary, middle and high school, rates for unscheduled pickups and pricing for a trash dumpster and/or roll-off container rental and disposal of contents on a temporary basis should needs arise. The pricing proposal should also include:

Option A: Single-stream recycling of paper/cardboard and commingled recyclables

Option B: Dual-stream recycling (paper/cardboard recyclables collected separately and commingled recyclables collected separately)

**9.0 References**

All Contractors shall include a list of a minimum of three references who use the Contractor’s services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents’ services. Include names of clients, contact persons, email addresses, and phone numbers of all references. Also, as an attachment, Contracts shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top-ranked and short-listed Contractors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

	<u>Contact</u>	<u>Phone</u>
<u>Company Name &amp; Address</u>	<u>Person</u>	<u>Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		

**10.0 Project Contact**

The MCPS project contact for the proposed procurement is:

Montgomery County Public Schools  
Office of Facilities Management  
Attn: John Meyer III, Waste Reduction Manager  
45 West Gude Drive, Suite 4000  
Rockville, Maryland 20850  
Phone: 240-740-7774

All prospective offerors are cautioned that information relating to the proposed procurement may be obtained only from Nana Ama Asare, Buyer II, Division of Procurement, Office of Finance by

email [NanaAma\\_A\\_Asare@mcpsmd.org](mailto:NanaAma_A_Asare@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org). Any attempt to solicit information from other sources within the MCPS system may be a cause for rejection of the offeror's proposal.

## **11.0 Format of Response**

- 11.1 Responses to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 11.2 Contractors shall include any and all statements and representations made within their proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point responses to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS's understanding of the requirement.
- 11.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- 11.4 A pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

## **12.0 Mandatory Submissions**

Each Contractor must submit a complete proposal, including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Contractors may request via e-mail to Nana Ama Asare, Buyer II, [NanaAma\\_A\\_Asare@mcpsmd.org](mailto:NanaAma_A_Asare@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies, and one (1) redacted copy, must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages should be numbered as referenced in the Table of Contents. No faxes or electronic submissions of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on May 1, 2025. Submit responses to the entire RFP proposal to:

Montgomery County Public Schools  
Division of Procurement  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

All submissions will become the property of MCPS.

The proposal must be signed by an official having the authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one Contractor who submits the best proposal or with two or more Contractors who are in the competitive range. Therefore, it is important that the Contractor's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the

Contractor's proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the Contractor's qualifications and expertise. MCPS urges the Contractor to be specific and brief in their responses.

MCPS shall not be responsible or liable for any costs incurred by the contractor in the preparation and submission of their proposals and pricing.

### **13.0 Complete Response must include:**

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Division of Procurement.

- Point-by-point Response to each section of the RFP
- A list of at least three (3) references for the contracting agency including contact persons and telephone numbers must be submitted, See 9.0 References.
- Respondent's annual fiscal report in order to demonstrate the Respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding the Respondent's financial condition).
- Current Form W-9
- A redacted copy of the Respondent's proposal as specified in Sections 12.0 and 13.0.

In determining the qualifications of a contractor, MCPS will consider the contractor's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any contractor if the investigation discloses that the contractor, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the contractor to perform the work, and the contractor shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the contractor or investigation of such contractor fails to satisfy MCPS that such contractor is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of the bidder's services.

All Contractors submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Contractors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly

expressed. MCPS reserves the right to accept or reject the use of proposed subcontractor(s) and/or third-party provider(s).

#### **14.0 Treatment of Technical Data in Proposal**

The proposal submitted in response to this request may contain technical data that the contractor does not want to be used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that the contractor marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal that are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages \_\_\_ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this contractor as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for the disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions.

#### **15.0 Proprietary and Confidential Information**

Contractors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is the confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch boldface letters stating the words "**confidential**" or "**proprietary**." The contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS to keep the information confidential, the contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

#### **16.0 Sub-contracts**

The Contractor shall be responsible for executing all subcontracts. Any sub-contract will be entered into by the vendor as an independent Contractor and not as a representative of MCPS. The

Contractor must obtain MCPS's written approval before subcontracting any services and MCPS reserves the right to reject Sub-Contractors' participation under any contract awarded.

### **17.0 Invoice/Payments**

The Contractor shall be paid within 30 days after the submittal of an accurate invoice. Invoices shall be in duplicate. One copy shall be submitted to the MCPS Recycling Manager, 45 West Gude Drive, Suite 4000, Rockville, MD 20850.

MCPS will no longer process check payments. To avoid payment delays all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail [SUA@mcpsmd.org](mailto:SUA@mcpsmd.org) to register for SUA, or e-mail [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org) to request ACH registration forms.

### **18.0 Applicable Laws and Permits**

The Contractor is responsible for obtaining any and all permits required to fulfill this contract and shall comply with all laws, ordinances, rules, and regulations of the jurisdictions in which the work may be performed.

### **19.0 Scope of Services**

#### **19.1 Sorting and collection of recyclable material at each site:**

In the dual-stream option, each MCPS facility will sort and separate recyclable items as either "mixed paper" (paper and cardboard) or "commingled" (cans, bottles, and plastics). Recyclables are currently collected by a private contractor on a pre-determined schedule depending on the volume generated. Two types of collection dumpsters are located at each facility to collect mixed paper and commingled materials separately.

In the single-stream option, schools will have one or two dumpsters dedicated to single-stream recycling. Shredded paper will be secured in clear plastic bags and placed in the mixed paper dumpster.

There are four special dumpsters located at the Division of Food & Nutritional Services Warehouse (DFNS) located at 8401 Turkey Thicket Drive, Gaithersburg, MD 20879 that have dual top-loading lids that allow recyclables to be loaded from the front or the rear. DFNS is equipped with an Orwak 9020 cardboard baler. These cardboard bales must be serviced separately by using the appropriate equipment and truck. The facility at 11400 Marcliff Road, Rockville, MD 20850, has an additional 30-yard open-top dumpster that is serviced on an on-call basis.

Containers for recyclables shall be provided and maintained by the contractor, including dumpsters and carts as needed, and must be compatible with the equipment contractors will use. The current distributions of containers for recyclables, which will be the baseline quantity for this contract, are listed in detail by facility in Attachment A. All costs shall be included in the contract price. Some locations may require dumpsters with wheels and/or specialized dumpsters. Contractors are encouraged to visit MCPS sites to determine for themselves the containers they propose in their response.

The Contractor shall be responsible for clearly identifying all recyclable material containers used in this contract, i.e. dumpster, commingle; dumpster, “mixed paper & cardboard”; roll-offs, “mixed paper and cardboard” unless approved in writing differently by the MCPS Waste Reduction Manager. The Contractor shall post visible signage on each dumpster prohibiting private dumping i. e “MCPS Use Only”. All dumpsters must have no slots in the front. Eight-yard dumpsters must be accessible by one lockable side sliding door and lockable top flip lids secured by gravity locking bar mechanism. The bottom of the side sliding door on the eight-yard dumpsters must not exceed 40 inches high to provide for safe and easy loading. Four and six-yard dumpsters must be accessible by lockable top flip lids secured by a gravity locking bar mechanism. Contractors are encouraged to visit MCPS schools to observe the dumpsters currently being used. Contractors must be able to replace or repair dumpsters due to damage or graffiti within three working days of the damage being reported to them. Failure to replace or repair dumpsters after notification by the MCPS Waste Reduction Manager or his representative at any location within the three working days as prescribed under this contract shall result in a deduction of \$100.00 per day per location.

The Contractor shall report to the MCPS Waste Reduction Manager a monthly record of all repaired equipment used in this contract, i.e. the date of the request for repair made by MCPS and the date of repair completion. No fee shall be charged for dumpster repair or damages.

The contractor shall secure the MCPS-provided padlocks to the side sliding door and to the top lids Gravity locking mechanism utilizing padlock chains or cable to each of the dumpsters. The Contractor’s proposed locking mechanism and method of securing the padlocks to the dumpster must be approved by the MCPS Waste Reduction Manager before installation. The contractor must be able to replace MCPS-provided padlocks within three working days of being reported. The contractor shall report to the MCPS Waste Reduction Manager monthly a record of all locks, chains/cables replaced, and any repairs to dumpsters. Failure to replace padlocks and/or chains/cables, and complete repairs to the dumpsters after notification by the MCPS Waste Reduction Manager, or his representative, at any location, within the three working days as prescribed under this contract, shall result in a deduction of \$100.00 per day per location.

As a general guide and for the purpose of this solicitation, schools receive between one and three pick-ups per week per dumpster, and other facilities receive a once-a-week pick-up, except for the Central Office (CESC), which receives four pick-ups per week. See Attachment A for a current schedule of pickups (by stream), school/facility locations, and contractor-supplied equipment. Any additional equipment required to provide adequate service at a particular facility will be provided at no extra cost. Additionally, during the summer break when schools are not in session, the recycling service can be reduced for a period of six weeks (the last week of June, all of July, and the first week of August).

Pick-ups at each site are to be scheduled in advance and occur between the hours specified in the Montgomery County Noise Control Ordinance. Monday through Friday, except for scheduled school holidays and when schools are closed because of inclement weather. Pre-authorized pick-ups at schools can be scheduled for Saturdays and must follow Montgomery County Noise Control Ordinance for weekends. Arrangements must be authorized by the MCPS Waste Reduction and Recycling Manager. No pickups can be made on Sundays. The contractor must comply with the Montgomery County Noise Control Ordinance.

**Contractors shall include a plan for alternate pickups due to unscheduled closings of schools.**

## **19.2 Pick-Up Schedule**



The proposal shall include a collection schedule (**day of the week**) for each site. Attachment A is provided as a reference only for the current service schedule.

The list of sites is based on the following:

Schools and Alternative Facilities	1-3 pick-ups per week
Administrative facilities	1-3 pick-ups per week
Central Office (CESC)	4 pick-ups per week

The Contractor must provide highly reliable collection and be able to address complaints quickly. The frequency of service may be modified by a contract amendment from one collection per week to any other frequency, provided such modifications are agreed upon by MCPS and the contractor and a contract amendment is issued and signed by the director of the Division of Procurement or their designee. During the contract, MCPS may move a school to a holding school while the old facility is being modernized or renovated. In these cases, the pickup of recyclable materials shall be at the holding school location. This change of location must be considered as no change to the contract.

The respondent shall provide with their proposal the annual unit cost for the addition of new schools or facilities. Therefore, respondents shall provide a price for an elementary, middle, and high school. The price shall be a firm fixed price.

### **19.3 Unscheduled Pick-Ups**

Unscheduled pick-ups of recyclable material may be required from time to time at any sites. MCPS is entitled to twenty unscheduled pickups per year at the contract price. The Recycling Manager is the MCPS representative authorized to arrange these pick-ups with the contractor. The contractor shall have 24 hours to accommodate these unscheduled pickups once they are notified. Failure to pick up recyclable materials after notification by the MCPS Recycling Manager or his representative, at any location as prescribed under this contract shall result in a deduction of \$100.00 per scheduled day, per location. Contractors shall provide rates for unscheduled pick-ups in excess of the twenty-annual provided for in the contract as part of their proposal.

### **19.4 Collection and Disposal Options:**

- All recyclable material collected under this contract may be brought to the Shady Grove Solid Waste Transfer Station (Recycling Center) 16101 N. Frederick Road, Gaithersburg, MD 20877.
- The Contractor may propose to dispose the recyclable material at a non-county facility as long as there is no additional cost to MCPS. (See Section 3.7 for additional weight reporting requirements.)
- MCPS will consider all proposals that are advantageous to MCPS and will make determinations based on the best interest of MCPS.

All respondents must state the acceptable percentage of contamination in a recyclable material load that justifies a refusal of recycling service. This is to be stated as a visual percentage by volume.

**All respondents must state the rate at which contaminated loads disposed of as refuse will be billed at and where the load will be disposed of.**

Occasionally the MCPS Recycling Manager may request a trash dumpster on a temporary basis. Please provide pricing for the dumpster rental and disposal of the contents. Supply flat rate for roll off service for various size cans. The rate should include delivery, disposal and pick-up. Service must be a priority for quick pick-up and drop-off within 24 hours of request from the MCPS Recycling Manager. Roll-off cans must be labeled as "Recyclable Material Only" in English and Spanish.

### **19.5 Disposal Costs**

Currently, the County Government does not charge a fee for disposal of recyclable materials. If:

- a. The Contractor is using the Montgomery County Recycling Center for disposing of MCPS recycling material, and
- b. The county changes its current policy and charges a fee for disposal of recyclables from MCPS, then the County disposal fee shall be paid by the Contractor and shall not be billed to MCPS.

The contract resulting from this procurement will be a firm fixed-price contract. As such, no additional fees including, but not limited to, fuel surcharges, environmental fees, etc., will be accepted under this contract.

### **19.6 Recycling Outreach and Incentive Program**

MCPS' goal is to improve recycling participation and reduce solid waste by at least 70% annually. Contractors are encouraged but are not required to provide a summary of prospective innovative programs that can be used to encourage individual schools and individual students to increase their participation.

### **19.7 Load Cells**

Contractors will be required to provide accurate reports on the actual weight of recyclables generated at each school and facility at the time of collection, using vehicle-mounted weighing equipment separately for the paper and cardboard pickups and separately for commingled pickups for the dual-stream recycling option. In the single-stream recycling option, the combined weight of paper, cardboard, and commingled recyclables will be required to be reported for each facility.

Vehicle-mounted weighing equipment on each truck must be calibrated annually by an authorized independent facility. The completed calibration report must be submitted to the MCPS Waste Reduction Manager. The weight report of recyclables collected at each school and facility must be reported to MCPS on a facility-by-facility basis each month before the 20<sup>th</sup> day of the following month in an Excel spreadsheet template that is provided by MCPS. Failure of the contractor to submit required reports when due will result in withholding payments under this contract unless such failure arises out of causes beyond the control and without the fault or negligence of the contractor. This information is crucial in assessing each facility's recycling performance and effort.

## 20.0 Spillage and Damage

The Contractor shall take precautions to prevent spillage from their containers or vehicles. In the event of spills, the Contractor shall clean the area immediately. **Failure to do so shall result in a deduction of any cost incurred by MCPS for cleanup for each incident from payments due or to become due to the Contractor.**

In the event of an equipment failure that results in a hazardous materials spill (oil, fluids, etc.), the Contractor is responsible for the cleanup immediately. The cleanup and disposal of any spilled hazardous materials and any contaminated materials must be performed in compliance with all applicable regulations and requirements. Notification shall also be made immediately to the MCPS Waste Reduction Manager, and MCPS System-wide Safety Program Team Leader.

In the event of damage to MCPS property, while servicing, the Contractor must notify MCPS Recycling Manager immediately. MCPS reserves the right to complete the necessary repairs in-house or hire its approved contractors to complete the repairs. All costs of such repairs will be submitted to the Contractor for reimbursement.

## 21.0 Failure to Pick Up Recyclables

Failure to pick up recyclable materials on a scheduled day and/or after notification by the MCPS Waste Reduction Manager or his representative, at any location, as prescribed under this contract, shall result in a deduction of \$100.00 per scheduled day, per location. When a pickup is scheduled on an MCPS holiday, recyclable material may be picked up either the day before or the day following the holiday. Pre-approved pick-ups may be allowed on Saturdays at schools provided the hauler follows Montgomery County Noise-control-ordinance for weekends and the schedule is pre-authorized by the MCPS Waste Reduction Manager. No pickups will be allowed on Sunday without special authorization from the Recycling Manager.

## 22.0 Supplier Requirements

The following requirements are part of the evaluation criteria and will be used to make a recommendation for award by the evaluation committee.

The vendor's proposal shall explain in detail how they propose to complete each of the tasks outlined in the solicitation requirements. The response to the proposal shall be in the same order as the RFP and each task shall be addressed.

The vendor's proposals shall provide sufficient information and data to allow MCPS staff to make a professional and sound judgment that the offeror's responses meet the criteria described in the solicitation and the ability to perform.

Contractors must provide the company's full name, address, telephone number, and type of organization (i.e. sole proprietorship, partnership, and corporation). Include the name of the subsidiary and/or parent organization, if applicable. A current company W9 shall be submitted with the response.

The proposal shall include a brief narrative history of the business and business operations.

The vendor must specify the number of trucks that will be dedicated to service MCPS locations under this contract.

The key staff named in this proposal shall remain responsible throughout the period of the contract. It shall be the Contractor's responsibility to provide the contract administrator with timely notice of any change of key personnel. In the event of a change, the replacement shall have qualifications equal to or better than the prior key personnel. MCPS reserves the right of approval of any field supervisors and managers directly responsible for the performance of this contract.

Vendors must submit with the response a copy of a valid Montgomery County license to collect and transport recyclables and solid waste in the county.

## **22.1 Transition/ Exit**

Based on your experience provide a suggested transition plan in detail if awarded the contract. The contractor must deliver all necessary dumpsters to the approximately 245 locations within two weeks of the contract's start date of the contract. At the end of the contract or in the event of termination of the contract, all dumpsters must be removed within two weeks of the contract's end of the date.

**22.1.2** List procedures you may encounter during the transition and start-up and suggested remedies:

- Problems in transition
- Procedures to solve transition problems
- Problems in start-up
- Procedures to solve start-up problems
- Implementation timeline for setting up infrastructure and any windows of interrupted services

## **22.2 Detailed Work Plan**

**22.2.1** List the days of the week and hours of operation that the business office will be open and the number of customer service staff on duty to receive phone calls from customers to resolve complaints and handle service inquiries.

**22.2.2** State potential problems that the offeror feels are likely to arise and explain in detail the methods proposed to deal with them:

- Changes in collection days
- Procedures to be used to communicate changes in collection days to MCPS customers.
- Predict the approximate number and type of equipment breakdowns within a calendar year and how the breakdowns will be resolved with minimal impact to the scheduled recycling services. Include any temporary or alternative measures that will be implemented until the equipment is repaired or replaced.
- Procedures to be used to deal with equipment breakdowns.
- Procedures to deal with customer complaints.

**22.2.3** State the number of employees assigned to a truck.

22.2.4 Describe the training program to teach staff basic skills and the specific requirements of this contract.

22.2.5 Identify the routes assigned to each field supervisor and the operating procedures for their oversight of collection performance.

22.2.6 Describe any additional assignments each field supervisor or manager would continue to have outside of this contract and the percentage of time each field supervisor and manager will be dedicated to this contract.

22.2.7 List procedures to respond to and resolve problems that are communicated to the Contractor by MCPS staff and customers.

**22.3 Management and Personnel Plan:**

22.3.1 The Contractor must maintain a project manager/ contract administrator dedicated to the MCPS recycling contract. Identify the primary contract administrator, and provide a list of personnel in key positions.

22.3.2 State the procedure to notify MCPS of the replacement of key personnel.

22.3.3 List for each manager and supervisor, their experience during the past five years as follows:

- Record of experience indicating at least five years’ experience in the collection of refuse or recyclables, either for a municipality or other government entity or comparable commercial experience.
- Describe your experience in hiring and training the workforce necessary to do the work.

**22.4 Company Resources:**

22.4.1 State what percentage of your estimated total business this effort will entail during the period of performance.

22.4.2 Specify the resources available to perform the contract without assistance from any outside sources.

22.4.3 State the capacity at which you are currently operating.

22.4.4 Are you now negotiating for or expecting to carry on any related effort that would be performed during the period of this contract? Circle one. **YES NO**

If yes, complete the information about the agency or firm involved.

Agency Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name of Contract Officer \_\_\_\_\_

Telephone Number of Contract Officer \_\_\_\_\_

Brief description of work \_\_\_\_\_

Expected period of performance \_\_\_\_\_

Contract Number \_\_\_\_\_  
(if any other MCPS contract is involved)

### **23.0 Evaluation Criteria**

MCPS reserves the right to ask clarifying questions about submitted proposals. Contractors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 12.0, Schedule of Events. Only proposals received by the deadline will be considered.

MCPS reserves the right to convene a meeting with the top qualified Contractor(s) before awarding a contract. The purpose of the meeting will be to allow both parties to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, that cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All Contractors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Contractors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet the requisite criteria will not be evaluated further.

23.1 The determination of those that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

23.1.1. Completeness of Response

23.1.2. Related past experience and qualifications

23.1.3. References

23.1.4. Contractor's understanding of the scope of services as demonstrated by the response to meet MCPS requirements.

23.1.5 Reasonableness and feasibility of the Contractor's proposed detailed work plan and implementation schedule

23.1.6. Availability of contractor's professional staff to meet the timeline for contract execution.

23.1.7 Cost

A selection committee comprised of MCPS staff will evaluate proposals based on these criteria.

#### **24.0 Schedule of Events**

The anticipated schedule of activities related to this RFP is as follows:

RFP issued:	April 3, 2025
Questions due:	April 14, 2025
Responses to questions:	April 24, 2025
Proposals Due:	May 1, 2025
Anticipated award date:	June 10, 2025

Questions to this RFP shall be emailed to [NanaAma A Asare@mcpsmd.org](mailto:NanaAma.A.Asare@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) responses will be given to all participants.

All dates are subject to change at the discretion of MCPS.

#### **25.0 Pre-Proposal Conference**

A pre-proposal conference will NOT be held. Prospective offerors are encouraged to submit all questions in writing to obtain clarification of the RFP in the preparation of Proposals. Questions are due on April 14, 2025 close of business and responses to questions will be made by close of business on April 24, 2025.

#### **26.0 Submission Guidelines**

The response shall address each RFP specification. Vendors may request a Word version of the solicitation via e-mail to Nana Ama Asare, Buyer II in the Division of Procurement at [NanaAma A Asare@mcpsmd.org](mailto:NanaAma.A.Asare@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) to use in preparing their response.

One (1) original, three (3) copies, and one (1) redacted copy must be sent by mail, courier, or hand-delivery. No faxes or electronic proposals will be accepted.

The redacted copy shall specifically identify confidential business information or technical data that the bidder or his subcontractor does not want to be used or disclosed for any purpose other than the evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted, provided, that if a contract is awarded to this bidder as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract. This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction. MCPS assumes no liability for the disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

Proposals are to be received no later than 2:00 P.M., on Thursday, May 1, 2025. Submit responses to the entire RFP proposal to:

Montgomery County Public Schools  
Division of Procurement  
45 W. Gude Drive, Suite 3100  
Rockville, MD 20850

MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also reserves the right to ask clarifying questions about submitted proposals. Should proposals submitted require additional clarification and/or supplementary information, Applicants should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested. It is understood that your proposal will become part of MCPS' file on this matter without obligation to MCPS.

- 26.1 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- 26.2 The offeror's pricing proposal shall be a firm fixed price.
- 26.3 Exceptions or exclusions from the requirements or specifications listed in this procurement must be conspicuously listed in one section of the response.

**27.0 eMaryland Marketplace**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**28.0 Multi-Agency Participation**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services.

Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or



obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

### **29.0 Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the vendor's responsibility to check eMarylandmarketplace.com, the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> under "Event Calendar" or contact the Division of Procurement at [NanaAma A Asare@mcpsmd.org](mailto:NanaAma.A.Asare@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org), to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a response being deemed non-responsive.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Contractors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

### **30.0 Inquiries**

Inquiries regarding this solicitation must be e-mailed to Nana Ama Asare, Buyer II, at [NanaAma A Asare@mcpsmd.org](mailto:NanaAma.A.Asare@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) four days prior to the due date for receipt of RFP responses, in order to receive a reply prior to submitting their response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in a non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

### **31.0 Unnecessarily Elaborate Brochures**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

### **32.0 Protests Procedures**

Any bid protests, including appeals, will be governed by the applicable MCPS Division of Procurement Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Contractor making the protest.

### **33.0 Contract**

MCPS plans to enter a contractual agreement with one Respondent to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix B, part of the contractual agreement, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms

and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. In particular, the insurance and indemnification provisions set forth in Article 22 of the MCPS General Contract Articles are non-negotiable.

### 34.0 Notice to Bidders

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid.

#### Certification

The two forms below, Equal Opportunities Certification and Certification of Nonsegregated Facilities, must accompany the proposal. Evaluation of proposals is dependent upon satisfactory completion of these forms.

#### Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

Yes  No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

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3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

Yes  No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

Yes  No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

Yes  No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

\_\_\_\_\_ (1)\* (2)\*\* (3)\*\*\*

(Subcontractor's Name)

\_\_\_\_\_ ( ) Yes ( ) Yes ( ) Yes

(Street)

\_\_\_\_\_ ( ) No ( ) No ( ) No

(City)

(State)

\_\_\_\_\_ (1)\* (2)\*\* (3)\*\*\*

(Subcontractor's Name)

\_\_\_\_\_ ( ) Yes ( ) Yes ( ) Yes

(Street)

\_\_\_\_\_ ( ) No ( ) No ( ) No

(City)

(State)

- \*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.
- \*\* (2) Previously filed certificate of nonsegregated facilities.
- \*\*\* (3) Previously filed annual (EE0-1, EEO-4, or EEO-6) compliance report.

**Certification of Nonsegregated Facilities**

By submission of this offer, the Offeror or subcontractor certifies that there are no maintained or provided for employees segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees who are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for the specific time period:

**Notice to Prospective Subcontractors of**

**Requirement for Certifications of**

### Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

**NOTE:** Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render his offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**NOTICE TO BIDDERS**

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) \_\_\_\_\_
2. Business Name (if different from above) \_\_\_\_\_
3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER'S CONTACT INFORMATION:** This will be filed as your permanent contact information.

1. Company Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. Bid Representative's Name \_\_\_\_\_
4. Phone Number/Extension \_\_\_\_\_
5. Fax Number \_\_\_\_\_
6. Toll Free Number \_\_\_\_\_
7. Email Address \_\_\_\_\_
8. Website \_\_\_\_\_

**III. SLMBE, (Small Local and Minority Business Enterprise)**

The offeror ( ) is ( ) is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- African American     Asian American     Hispanic     Native American  
 Female     Disabled     None

**IV. NON-DEBARMENT ACKNOWLEDGEMENT:**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**V. VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.**

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made
- B. Without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- C. I hereby certify that I am authorized to sign for the bidder. I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_