



**SCOPE OF SERVICES**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**CURBSIDE SOLID WASTE & RECYCLABLE**  
**COLLECTION SERVICES**  
**(RAINCLIFFE SUBDIVISION ONLY)**

**THE MAYOR AND TOWN COUNCIL**  
**SYKESVILLE, MARYLAND**

**7547 MAIN STREET**  
**SYKESVILLE, MD 21784**  
**410-795-8959**

**DATE: November 28, 2023**

## TABLE OF CONTENTS

	<b><u>Page No.</u></b>
Public Notice – Request for Proposals.....	3
Instructions to Bidders .....	4
Scope of Services .....	5
Draft Agreement .....	7
Bid Proposal Form .....	14
Schedule of Prices.....	15

**PUBLIC NOTICE  
TOWN OF SYKESVILLE  
REQUEST FOR PROPOSALS**

The Town of Sykesville is requesting written sealed proposals for curbside solid waste and recycling collection services for the Raincliffe Subdivision (125 residential units). A “Scope of Services” is available on November 28, 2023 on the Town’s website ([www.townofsykesville.org](http://www.townofsykesville.org)) or by request via email at [town@sykesville.net](mailto:town@sykesville.net). Sealed proposals must be submitted at the Sykesville Town House (7547 Main Street, Sykesville MD) on December 7, 2023 by Noon.

Questions and concerns regarding this project should be directed to Derek Shreves, Public Works Director, 410-795-8959 or via email at [dshreves@sykesville.net](mailto:dshreves@sykesville.net). The Mayor and Town Council reserve the right to waive any formalities and to reject all bids.

## **INSTRUCTIONS TO BIDDERS**

### **RECEIPT AND OPENING OF BIDS**

The Town of Sykesville (hereinafter called the Town) invites bids on the form attached hereto. All blanks of which must be completed. Bids will be received by the Town at the Sykesville Town House located at 7547 Main Street, Sykesville, MD 21784, by Noon on December 7, 2023.

### **PREPARATION OF BID**

The envelopes containing the bids must be sealed, addressed to the Town of Sykesville and designated as Bid for Curbside Solid Waste & Recyclable Collection Services (Raincliffe Subdivision).

### **QUALIFICATIONS OF BIDDER**

The Town may make such investigations deemed necessary to determine that the bidder is qualified to carry out the work. The bidder shall furnish to the Town all such information and data required for this purpose.

The Town reserves the right to reject any bid if the information obtained fails to satisfy the Town that such bidder is properly qualified.

### **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids received.

### **CONDITIONS OF WORK**

Each bidder must inform themselves fully of the conditions relating to the work required under the Contract. Failure to do so will not relieve a successful bidder of his obligation to carry out the work.

### **PRE-BID CONFERENCE**

No pre-bid conference is scheduled.

### **WAGE RATES**

Because only local funds are being used for the work, Federal Labor Standard Provisions such as Davis-Bacon wage rates will not apply.

### **BONDS**

A Bid Bond and Performance Bond are not required.

### **QUESTIONS**

Questions concerning this "Scope of Services" or the Contract Documents contact:

Derek Shreves  
Public Works Director  
410-795-8959

## SCOPE OF SERVICES

### PROJECT DESCRIPTION

The Town of Sykesville provides for solid waste and recycling pickup for areas within the Town's incorporated limits. The Raincliffe subdivision (125 attached residential units) was working directly with a third-party provider through the Home Owners Association and would now like to have the Town manage the collection operation.

### GENERAL CONDITIONS

1. **CONTRACT PERIOD:** The Town intends to award a contract for a three (3) year period with two (2) one-year extensions. Annual period will begin January 1 and end December 31.
2. **ADMINISTRATION:** The Public Works Director will be the main point of contact for the Contractor.
3. **RATE ADJUSTMENTS:** Annual rate adjustments will be based on the CPI reported by the Department of Labor for All Urban Consumers – U.S. City Average from the prior 12-month period.
4. **CERTIFICATIONS REQUIRED:** The successful contractor shall declare that all employees as well as any agents have obtained and possess all certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, and local agencies, commissions, committees or other regulatory bodies in order to perform the work contracted under this RFP.

### SCOPE OF WORK

1. **CURBSIDE GARBAGE COLLECTION:** Contractor will be utilizing a 96-gallon cart for each occupied location to be serviced on a weekly basis. The cart will be provided by the Town of Sykesville.
2. **CURBSIDE RECYCLE COLLECTION:** Contractor will be utilizing a 96-gallon cart for each occupied location to be serviced on a weekly basis. The cart will be provided by the Town of Sykesville.
3. **CART PLACEMENT:** Containers will be placed at the curb no later than 6:00 AM the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.
4. **DISPOSAL REQUIREMENTS:** All waste and recyclables collected from the Town shall be delivered to a solid waste disposal site in Contractors' discretion, which facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste. The proposer shall provide evidence reasonably satisfactory to

the Town that the proposer, if awarded the Contract, will have the right to use a valid Disposal Site(s) under and for the duration of the Contract.

5. **COLLECTION VEHICLES:** Contractor is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.
6. **COLLECTION SCHEDULE:** The Contractor shall establish with the Town a schedule addressing the days of the week Collection shall be executed. This schedule will not vary, or change without written permission from the Town, except in situations as allowed for in a Holiday Schedule.
7. **COLLECTION TIMES:** No collection shall be made before 6:00 AM or after 6:00 PM. No collection shall be made from any types of premises on Sunday. Saturdays will only be allowed for missed pick-ups and holiday weeks as previously mentioned.
8. **BILLING AND PAYMENTS:** The Contractor will invoice the Town on a monthly basis. All invoices will be paid net 30 days.

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town of Sykesville (“the Town”), a municipal corporation of the State of Maryland and \_\_\_\_\_ (“the Contractor”), a corporation organized under the laws of the State of Maryland.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

**1. Services Provided:** The Contractor shall provide the following services for the Town: Solid Waste Collection Services for the Raincliffe Subdivision (“the Services”). The Services shall be provided as detailed in the following enumerated documents, which in addition to this Agreement form the contract, and they are incorporated herein to the same extent as if attached thereto, except that the Contractor’s Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained herein.

- 1) Request for Proposals, dated November 28, 2023
- 2) Instructions to Bidders
- 3) Scope of Services
- 4) Contractor’s Proposal, dated December 7, 2023
- 5) Equal Opportunity Employer & Drug Free Workplace Certification
- 6) Reference List
- 7) Insurance Certificate

B. The Contractor agrees to complete the Services from date of Notice to Proceed.

C. The Contractor will furnish all equipment (the “Contractor’s Equipment”) needed to perform the Services, except the following, which will be furnished by the Town: Two 96-gallon carts. One for solid waste and one for recyclables.

**2. Fees:** The Town hereby agrees to pay the Contractor as full consideration for the Contractor’s satisfactory performance of its obligations under this Agreement in the amounts shown in the Contractor’s Proposal dated December 7, 2023. Fees shall be payable in monthly installments.

**3. Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**4. Political Contributions:** If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within 5 days after the end of the applicable reporting period.

**5. Notices:** All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand or (b) by mail, postage prepaid, addressed as follows:

To the Town:            Joseph Cosentini, Town Manager  
                                 Town House  
                                 7547 Main Street  
                                 Sykesville, Maryland 20716  
                                 [JCosentini@Sykesville.net](mailto:JCosentini@Sykesville.net)

With a copy to:        Elissa D. Levan, Esquire  
                                 City Attorney  
                                 Levan Ruff LLC  
                                 2007 Tidewater Colony Drive  
                                 Annapolis, Maryland 21401  
                                 [elevan@levanruff.com](mailto:elevan@levanruff.com)

To the Contractor:    \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

With a copy to:        \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_



**6. Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Town for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

**7. Insurance:** The Contractor covenants to maintain the insurance coverages set forth herein. The Contractor shall provide Certificates of Insurance evidencing such coverages together with its signed Agreement. The Certificates of Insurance shall be on an occurrences basis, shall name the Town as an additional insured, and shall provide either that (a) the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) the Town shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the Town with the Certificates. All insurance shall include completed operations and contractual liability coverage.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance. If the Contractor is an entity eligible to elect an exemption for officers

or other employees under any provisions of the Maryland Workers Compensation Act, Md. Code Ann., Lab. & Emp. Art., § 9-101 *et seq.*, the Contractor is required to submit a copy of the relevant Workers' Compensation Commission form with proof of filing.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the following amounts:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

2. Property damage liability with a limit of \$100,000 each accident.

**8. Doing Business in Maryland:** The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

**9. Compliance with Laws:** The Contractor shall, without any additional expense to the Town, be responsible for complying with all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.

**10. Indemnification:** The Contractor shall be responsible for and indemnify and defend the Town and hold it harmless from and against all claims for loss, personal injury and/or property damage, including but not limited to, attorneys' fees and any other costs incurred by the Town in defending any such claim, that may be suffered as a result of the Contractor's negligence or

willful misconduct, or that of its officers, agents, employees or subcontractors, arising from or connected to the performance of the Services, any failure of the materials supplied under this contract, and any failure by the Contractor to perform the obligations of this Agreement. This indemnification includes claims for loss or damage to the Contractor's property located or stored on site.

**11. Not Assignable:** The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Town.

**12. Relief:** In the event of a breach or threatened breach of this Agreement by the Contractor, the Contractor consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

**13. City's Right to Terminate:**

A. This Agreement may be terminated by the Town for the convenience of the Town by written notice to the Contractor specifying the termination date.

B. In the event of termination that is not the fault of the Contractor, the Town shall pay to the Contractor the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.

C. In the event the Contractor breaches or defaults upon its obligations hereunder, or through any cause fails to perform any of the terms, covenants, or provisions of this Contract, or for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Contractor impairs or prejudices the interests of the Town, or if the Contractor violates any of the terms, covenants, or provisions of this Contract, the Town shall have the right to terminate this Contract by giving notice in writing of the termination and date of such termination to the Contractor. The Town shall have the sole discretion to

permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Contract. The Town may take over work to be done under this Agreement and prosecute the work to completion by Contract or otherwise, and the Contractor shall be liable to the Town for all costs in excess of the total amount the Town would have paid the Contractor had there been no breach or default.

D. Upon the conclusion of the Contract or the termination of this Agreement for any reason all drawings, specifications, and other documents relating to the design, prosecution, or supervision of work shall be surrendered forthwith by the Contractor to the Town.

**15. Waiver:** The waiver by the Town of a breach, default, delay or omission by the Contractor with respect to any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

**16. Entire Understanding:** This Agreement contains the entire understanding between the parties, and supersedes any prior proposals or agreements, and any additions or modifications hereto may only be made in writing, executed by both parties.

**17. Governing Law:**

A. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for George's County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

B. The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance or enforcement hereof.

**18. Conflict of Interest:** The person executing this Agreement on behalf of the Contractor certifies that he or she understands the provisions of the Sykesville Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

**19. Set-Off:** In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

**20. Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**21. Record Retention, Audits and Inspections:** The Contractor shall:

A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the Town to have access to all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

**IN WITNESS WHEREOF**, on the date hereinabove set forth, the parties hereto have executed this Agreement in [NUMBER] duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR: [INSERT NAME]

\_\_\_\_\_

By:

\_\_\_\_\_  
[NAME, TITLE OF AUTHORIZED  
SIGNER]

Federal Identification No.

\_\_\_\_\_

WITNESS:

TOWN OF SYKESVILLE

\_\_\_\_\_

By:

\_\_\_\_\_  
Joe Cosentini, Town Manager

\_\_\_\_\_, Town Clerk

Approved as to Form and Legal Sufficiency:

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

\_\_\_\_\_  
Elissa D. Levan, Town Attorney

**BID PROPOSAL FORM**

Project Location: Sykesville, Maryland  
Project Name: Solid Waste Collection Services  
Raincliffe Subdivision Only

Proposal of \_\_\_\_\_ (hereinafter called Bidder) a Corporation/partnership/individual doing business in the State of Maryland.

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

To the Mayor and Town Council of Sykesville, MD a Municipal Corporation of the State

Ladies/Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the Solid Waste Collection Services work as described in the Scope of Services and provided for in this Bid Proposal Form, having examined the Contract Documents and the site and being familiar with all of the conditions surrounding the proposed project, hereby proposes to furnish all labor, materials, equipment and incidentals required to complete the services in accordance with the time frame set forth and at the price included in the following Schedule.

Bidder hereby agrees to start work under this Contract on or before a date specified.

Bidder Acknowledges receipt of the following: Scope of Services and Contract Documents

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date of Proposal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**SCHEDULE OF PRICES**

<b>YEAR NUMBER</b>	<b>DATES</b>	<b>UNITS</b>	<b>MONTHLY COST</b>	<b>ANNUAL COST</b>
<b>1 (2024)</b>	<b>1/1 – 12/31</b>	<b>125</b>	<b>\$</b>	<b>\$</b>
<b>2 (2025)</b>	<b>1/1 – 12/31</b>	<b>125</b>	<b>\$ 2024 Price +2024 CPI</b>	<b>\$ 2024 Price +2024 CPI</b>
<b>3 (2026)</b>	<b>1/1 – 12/31</b>	<b>125</b>	<b>\$ 2025 Price +2025 CPI</b>	<b>\$ 2025 Price +2025 CPI</b>
<b>4 (2027)</b>	<b>1/1 – 12/31</b>	<b>125</b>	<b>\$ 2026 Price +2026 CPI</b>	<b>\$ 2026 Price +2026 CPI</b>
<b>5 (2028)</b>	<b>1/1 – 12/31</b>	<b>125</b>	<b>\$ 2027 Price +2027 CPI</b>	<b>\$ 2027 Price +2027 CPI</b>