

ACTION AGENDA ITEM NO. 2016-5-1 -- Master Electronic Materials Collection and Recycling Services Agreement

The Northeast Maryland Waste Disposal Authority (the Authority) wishes to execute Master Service Agreements for Electronic Materials Collection and Recycling Services from January 1, 2017 through January 15, 2019 with Vintage Tech, LLC; CyclePoint from SourceAmerica; and ECOvanta, LLC.

The Authority issued a Request for Proposals to procure electronic materials collection and recycling services on June 1, 2016 on behalf of its eight Member Jurisdictions. The RFP was posted on the Authority's web page and distributed to certified electronic recyclers throughout the country. Following a pre-proposal conference telephone call, Member Jurisdiction site visits and three addendums providing responses to written questions and extending the proposal closing date, five proposals were received from the following vendors.

1. Electronic Recyclers International, Inc.
2. Vintage Tech, LLC.
3. ECOvanta, LLC.
4. CyclePoint from SourceAmerica
5. Potomac eCycle, LLC.

After discussions with the Proposers, letters asking for Best and Final Offers were requested on October 3, 2016, along with two additional addendums that provided commodity breakdown data and further extended the proposal closing date. Each Proposer, except for Potomac eCycle responded with new financial proposals for the RFP.

An evaluation committee consisting of Authority staff and representatives from each Member Jurisdiction met on October 24, 2016 at the Authority's offices. After analyzing the proposals, the review committee is recommending that the Authority's execute Master Service Agreements with Vintage Tech, LLC; CyclePoint from SourceAmerica; and ECOvanta, LLC.

During the meeting, staff from three Member Jurisdictions indicated that if approved by the Authority Board their jurisdictions intend to contract for services with two of the three recommended proposers at the start date of the Master Service Agreement, on January 1, 2017. More specifically, Carroll County plans to initiate a Confirmation with CyclePoint at an approximate cost of \$27,485 per year; Howard County plans to initiate a Confirmation with Vintage Tech at an approximate cost of \$212,449 per year; and Montgomery County plans to initiate a Confirmation with Vintage Tech at an approximate cost of \$490,617 per year.

The committee also agreed to recommend an award of a Master Service Agreement with ECOvanta, the third most cost competitive proposer, as a back-up service provider, in the event a county determines that it is their jurisdiction's best interest to change providers during the term of the Master Service Agreement.

Pursuant to the evaluation memorandum (attached), the Authority is requesting approval for the Executive Director to execute Master Service Agreements with Vintage Tech, LLC; CyclePoint from SourceAmerica; and ECOvanta, LLC in the forms provided at the meeting.

Authority Action - The above referenced Item was:

Approved

Disapproved

Deferred

Withdrawn

With Amendment

Without Amendment

November 9, 2016

Authority Meeting Minutes
324th Meeting
November 9, 2016

Members Present:

James M. Irvin
Edward C. Adams
Christopher J. Phipps
Daniel E. Locke
Michael Marschner
Joseph J. Siemek
Rudolph S. Chow
John O'Neill

Other Participants:

Christopher W. Skaggs
Andrew Kays
M. Catherine Coble

Chairman Jim Irvin opened the meeting at 6:05 p.m.

Action Item No. 2016-5-1: eCycling Contract(s) – Jim Irvin asked for a motion to approve this item. Dan Locke made the motion and was seconded by Rudy Chow. Chris Skaggs explained that the Authority issued an RFP for eCycling services to be made available to all Member Jurisdictions under a Master Service Agreement. Five proposals were received and reviewed by a committee that included representatives from all Member Jurisdictions. It was the consensus of the evaluation committee to recommend that the Authority enter into Master Service Agreements with Vintage Tech, LLC; CyclePoint from SourceAmerica; and ECOvanta, LLC in the forms provided for Board review at the meeting. Chris Skaggs responded to questions concerning the current eCycling market and Jim Irvin asked if there were any additional questions or comments. There being no comments or questions a vote was taken and the item was approved unanimously.

Action Item No. 2016-5-2: Fiscal Year 2016 Independent Audit Report – Jim Irvin asked for a motion to approve this item. Mike Marschner made the motion and was seconded by Joe Siemek. Cathy Coble reported that the Authority's books were audited by the accounting firm of CliftonLarsonAllen. She noted that the financial statements included in the board package received an unqualified (clean) audit report. Jim Irvin asked if there were any questions or comments. There being no comments or questions a vote was taken and the item was approved unanimously.

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nmwda.org / Business-to-Business Recycling: mdrecycles.org
Tower II – Suite 402, 100 S. Charles Street, Baltimore, MD 21201-2705

Comprehensive Waste Management Through Recycling, Reuse, Resource Recovery and Landfill

MEMBERS: Christopher J. Phipps, Anne Arundel County / Rudolph S. Chow, Baltimore City / Edward C. Adams, Baltimore County
Jeffrey K. Topper, Carroll County / Michael G. Marschner, Frederick County / Joseph J. Siemek, Harford County / James M. Irvin, Howard County
Daniel E. Locke, Montgomery County / John O'Neill, Jr., Maryland Environmental Service / Christopher Skaggs, Executive Director

Action Item No. 2016-5-3: Amendment No. 1 to the Fiscal Year 2017 Budget – Jim Irvin asked for a motion to approve this item. A motion was made by Chris Phipps and seconded by Rudy Chow. Chris Skaggs reviewed the budget amendment explaining that the increases to the various accounts were necessary in order to respond to service requests from Member Jurisdictions. Chris explained that the amendment included two account reclassifications. He further noted that all project costs would be reimbursed by the jurisdictions requesting the work. Jim Irvin asked if there were any questions or comments. There being no comments or questions a vote was taken and the item was approved unanimously.

Action Item No. 2016-5-4: EA Engineering Contract Amendment – Jim Irvin asked for a motion to approve this item. A motion was made by Dan Locke and seconded by John O'Neill. Andrew Kays explained that the increase of \$195,000 to EA Engineering's contract was necessary and related to the budget amendment requested for remediation work at the Gude Landfill. Jim Irvin asked if there were any questions or comments. There being no comments or questions a vote was taken and the item was approved unanimously.

DISCUSSION ITEMS

D.1 Projects Update: Andrew Kays provided an update on current projects, including the upcoming annual Anne Arundel and Howard Counties export project landfill tour, the Baltimore County HD MRF, Carroll County RFP, Frederick County solar and the status of the work under the MOU with the Department of the Environment to conduct state-wide waste sorts. Cathy Coble reported on the status of board appointments.

Jim Irvin asked if there were any additional topics to be discussed. There being no additional comments or discussion items, the meeting adjourned at 6:30 p.m.

TRUE TEST COPY



Chris Skaggs, Executive Director

MEMORANDUM

TO: RFP Recipients

DATE: October 14, 2016

SUBJECT: Addendum No. 5 to the Request for Proposals for Electronic Materials Collection and Recycling Services, dated June 1, 2016.

The Best and Final Offer Proposal Closing Date will be extended to Thursday, October 20, 2016 at 2:00 p.m.

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Daniel E. Locke, Montgomery County / James M. Harkins, Maryland Environmental Service / Christopher Skaggs, Executive Director



MEMORANDUM

TO: RFP Recipients

DATE: October 3, 2016

SUBJECT: Addendum No. 4 to the Request for Proposals for Electronic Materials Collection and Recycling Services, dated June 1, 2016.

Most Recent Commodity Breakdown Member Jurisdiction Data (Pounds)

	Computers	Laptops	CRT TV's & Monitors	Flat Screen TV's & Monitors	Servers, Copiers, Printers, Fax Machines, All-In- Ones, Large Peripherals	Misc.	Total
Anne Arundel County (FY '16)	85,241	4,751	3,691	Combined with CRTs	303,838	303,400	700,921
Baltimore City (CY '13)	78,958	4,252	973,867	120,677	80,823	161,900	1,420,477
Baltimore County (FY '16)	0	13,603	16,907	23,602	613,021	38,398	705,531
Carroll County (CY '15)	3,424	1,196	4,136	18,195	109,988	3,524	140,463
Frederick County (CY '15)	24,765	3,953	458,121	11,821	39,494	47,026	585,180
Harford County (CY '15)	Unknown	Unknown	N/A	Unknown	Unknown	Unknown	244,420
Howard County (FY '16)	6,399	0	572,372	19,762	3,941	725,329	1,327,803
Montgomery County (FY '16)	22,760	0	1,364,649	3,330	17,194	1,658,420	3,066,353

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Miscellaneous may include copiers, fax machines, scanners, all-in-ones and large peripherals for Montgomery County and Howard County since the Counties did not have those categories individually reported.

Miscellaneous may include printers or fax machines for Baltimore City, Baltimore County and Carroll County since the Counties did not have those categories individually reported.

Miscellaneous may include servers, all-in-ones or larger peripherals for Frederick County since the County did not have those categories individually reported.

CRT and Flat Screen Material are reported together for Anne Arundel County. Miscellaneous may include all-in-ones or large peripherals for Anne Arundel County since the County does not have those categories individually reported.

Anne Arundel County, Baltimore County and Carroll County do not accept TVs/Monitors in their recycling programs, however, some of these materials may enter the stream by error, as reported by the vendors in the above data.

MEMORANDUM

TO: RFP Recipients

DATE: August 9, 2016

SUBJECT: Addendum No. 3 to the Request for Proposals for Electronic Materials Collection and Recycling Services, dated June 1, 2016.

The Proposal Closing Date will be on Friday, September 2, 2016 at 4:00 p.m.

Additionally, regarding Section 2.4 Submittal Requirements, the technical and cost proposal must not be longer than 30 pages; however, items such as proofs of insurance, permits, certifications, résumés and a letter from a surety or financial institution regarding the performance bond may be submitted as attachments without contributing to the 30 page limit.

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MEMORANDUM

TO: RFP Recipients

DATE: July 19, 2016

SUBJECT: Addendum No. 2 to the Request for Proposals for Electronic Materials Collection and Recycling Services, dated June 1, 2016.

The Proposal Closing Date will be on Friday, August 12th, at 4:00 p.m., as detailed in Addendum No. 1.

Please note, an updated schedule for site visits has been outlined in the answer to Question #36, to occur July 27th - July 29th.

Respondents must respond to procurement@nmwda.org by 2:00 p.m. July, 22nd if interested in attending the site visits. Any changes to the scheduled site visits will be sent out as an additional Addendum.

Responses to questions regarding the RFP.

As an addendum to the RFP for Electronic Materials Collection and Recycling Services, the Northeast Maryland Waste Disposal Authority is providing responses to submitted questions.

1. *What is the estimated and/or maximum quantity of each type of "Containers / Equipment Needed" (i.e. Trailers, Containers, Gaylords, Pallets, Shrink Wrap) that will be required for each jurisdiction?*

Answer: Please see the updated Appendix A: Designated Collection Sites, Containers and Pickup Schedules attached.

2. *What is the estimated and/or maximum number of pulls (i.e. scheduled pickups of trailers, sea containers, etc.) that will be required for each jurisdiction?*

Answer: Please see the updated Appendix A: Designated Collection Sites, Containers and Pickup Schedules attached.

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3. *To what extent can the Cost Proposal Form (i.e. Appendix E) be appended by a prospective bidder to reflect their firm's unique or novel approach to providing electronic materials collection and recycling services?*

Answer: The Proposer must submit a Cost Proposal Form in the format provided in Appendix E in the RFP, however, the Proposer may submit additional proposals that reflect the Proposer's "unique or novel approach."

4. *Are there any jurisdictions that are currently dropping off electronic materials at a recycling facility? If so, where is the material being dropped off, what is the mode of transportation, average volume, composition, and frequency?*

Answer: Baltimore City is currently dropping off electronic material at a recycling facility in Landover, MD. The City is currently using roll-off trucks for transportation of electronics to the site, approximately 3 times a week. The City is moving 8 pallets per trip, between 4,000 and 10,000 pounds per trip. At this point, the City anticipates using its own equipment for the future.

5. *The RFP states that a prospective bidder must "posses, or be in the process of obtaining..." R2 or eStewards Certification. What is considered to be sufficient proof to demonstrate that the bidder is truly "in the process of obtaining" said certification?*

Answer: Sufficient proof for a Proposer to "posses, or be in the process of obtaining" R2 or e-Stewards certification would include documentation confirming contact between the Proposer and certification agency. This documentation would demonstrate that the firm has undergone preliminary evaluation by the certification agency and has already made changes to becoming certified.

6. *Are there any set asides for contracting with small or local businesses? If not, then why not?*

Answer: There are no set asides for contracting with small or local businesses. The Northeast Maryland Waste Disposal Authority must follow certain procurement regulations by law and is not allowed to offer set asides for any type of business.

7. *How should a bidder demonstrate their "[a]bility to provide a backup e-cycling facility" as per page 22 of the RFP?*

Answer: Provide information such as an address and emergency protocol detailing a "backup management method, authorization for use, and site if primary facility is unavailable" as well as "backup transportation modes during emergencies, strikes, inclement weather, etc.," as requested on page 19 of the RFP.

8. *How will historical volume, maximum capacity, and other qualifications be evaluated?*

Answer: Historical volume, maximum capacity and other qualifications will be used to determine if the bidder has enough experience and facility capacity to handle the total amount of material of each jurisdiction that a proposal is submitted for.

9. *What was the CRT-TV percentage in year 2015/2016?*

Answer: Certain Member Jurisdictions, including Anne Arundel County, Baltimore County, Carroll County and Harford County did not recycle CRT-TV material in year 2015/2016.

Howard County's CRT-TV/Monitor material recycled in fiscal year 2016 is 572,372 pounds out of 1,327,803 total pounds of electronic material recycled in fiscal year 2016—Howard County's CRT-TV/Monitor ratio is 43% of total electronic material recycled in fiscal year 2016.

Montgomery County's CRT-TV/Monitor material recycled in fiscal year 2016 is 1,364,649 pounds out of 3,066,353 total pounds of electronic material recycled in fiscal year 2016—Montgomery County's CRT-TV/Monitor ratio is 45% of total electronic material recycled in fiscal year 2016.

Frederick County's CRT-TV/Monitor material recycling in calendar year 2015 is 458,121 pounds out of 585,180 total pounds of electronic material recycled in calendar year 2015—Frederick County's CRT-TV/Monitor ratio is 78% of total electronic material recycled in calendar year 2015.

Baltimore City's electronic material composition breakdown for the past year is as follows: 65% of CRT electronic material and 35% non-CRT electronic material.

10. *If we are not interested in CRT-TV, can we instead submit a bid for other electronic equipment?*

Answer: In Appendix E: Cost Proposal Form, the Proposer may leave any line item blank that the Proposer is not interested in submitting a price for. The three categories in Appendix E, "Flat Screen TVs and Monitors," "Other Acceptable Materials," and "All Acceptable Materials except CRTs" do not include CRT material.

11. *What was the approximate number of containers used by each county for every month in the last year?*

Answer: Please see attached, Appendix A: Designated Collection Sites, Containers and Pickup Schedules, for average number of containers used by each Member Jurisdiction.

12. *Is it possible to bid only for specific counties or does the bid have to include all the counties?*

Answer: Proposers are not required to bid on all Member Jurisdictions. However, as stated in the Section 3.10: Contract Term, "any individual Member Jurisdiction may initiate a Confirmation to begin and end services at any point during the Master Service Agreement. Prior to performing services for a Member Jurisdiction, the Contractor is required to enter into a Confirmation with that Member Jurisdiction, pursuant to the terms of the Master Service Agreement, if the Contractor provided a cost proposal for that Member Jurisdiction in Appendix E. If a Member Jurisdiction notifies the Contractor that it is choosing to enter into a Confirmation, the Contractor must enter into the Confirmation within 60 days of the written request by the Member Jurisdiction."

13. *Could you also clarify the specifics of the performance bond necessary for this project?*

Answer: As stated in Section 5.6: Performance Bond, "Each Proposer shall submit with its technical and cost proposal a letter from a surety or financial institution that demonstrates the Proposer's ability to secure the performance bond required by Section 7.05 of the Master Service Agreement at Appendix H." The Master Service Agreement states "Prior to the start of the term of the Agreement, the Contractor shall provide the Authority with a performance bond in the amount of \$50,000 for each Confirmation with a Member Jurisdiction to which the Contractor is a party." For example, if the Proposer is selected to provide services by three jurisdictions, three \$50,000 performance bonds will need to be provided to cover each jurisdiction.

14. *Are sites open to segregating material? If so, quoted costs will be decreased due to lower labor levels needed by the contractor.*

Answer:

Anne Arundel County: The County would be willing to keep TV/Monitors separate from other electronics, but not open to sorting other electronics.

Baltimore City: No.

Baltimore County: It depends on what level of segregation is needed. Currently, the County segregates out the TVs and monitors.

Carroll County: The County's material will be in Gaylord's and mixed. Difficult to segregate based on what is incoming from residents.

Frederick County: No.

Harford County: It would depend on the amount of segregation required (CRT electronics vs. non-CRT electronics would be possible, but not separating individual material types i.e. telephones from computers from keyboards, etc.). The vendor would need to provide an additional open top bin as well.

Howard County: Would prefer not to. It depends on the savings.

Montgomery County: Are able to separate televisions and CRTs from other materials, i.e., a two category system.

15. *For sites that are serviced with a trailer, would the service needed be a trailer swap? Will the electronics in the full trailer be palletized/packaged?*

Answer:

Anne Arundel County: Yes and double stacked provided the containers provided by the vendor are stable.

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Baltimore City: N/A.

Baltimore County:

Eastern Sanitary Landfill: They use Gaylord boxes on pallets. The County does not load trailers.

Western Acceptance Facility: The County loads the trailer when gay lords are full.

Central Acceptance Facility: They use Gaylord boxes on pallets. The County does not load trailers.

Carroll County: N/A.

Frederick County: Yes.

Harford County: N/A.

Howard County: Yes, all material is palletized/package and shrink wrapped by the County. The County can either live load or do a trailer swap.

Montgomery County: Yes. All items and boxes will be on pallets provided by the vender. Standard operation is to receive and palletize and box incoming materials (provided shipping supplies are provided by the vender), and load them by forklift into a container or trailer.

- 16. For collection sites that are serviced with a box truck, will these electronics be palletized/package? If so, will they be palletized and sitting in the sea container for pickup or will the palletized electronics be arranged outside of the sea container prior to the vendor arriving for pickup. Will the remaining sites be packaging the material into Gaylord boxes and/or stacked onto pallets?***

Answer:

Anne Arundel County: Electronics will not be palletized/package by the County at the sites that are using a box truck. For sites not using a C Container, the sites will package the material into Gaylord Containers and/or stack them onto pallets.

Baltimore City: Electronic material is palletized and wrapped in plastic by City employees, awaiting pickup outside of C containers.

Baltimore County:

Eastern Sanitary Landfill: Gaylord boxes on pallets. The County does not load. Palletized electronics would be arranged outside of a C container prior to pick up.

Western Acceptance Facility: The County loads the trailer when gay lords are full.

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Central Acceptance Facility: Gaylord boxes on pallets. The County does not load. Palletized electronics would be arranged outside of a C container prior to pick up.

Carroll County: The County will place material in Gaylord Containers and on pallets under a covered area.

Frederick County: N/A.

Howard County: N/A.

Montgomery County: N/A.

17. *Could you please explain the pickup process currently used for the Harford Waste Disposal Center?*

Answer: Please attached Appendix A: Designated Collection Sites, Containers and Pickup Schedules, that details the pickup process for Harford County.

18. *For those member jurisdictions that will deliver to the Contractor's off-site recycling facility, do those jurisdictions utilize their own trucks, roll-offs and trailers to do this?*

Answer: In a Member Jurisdiction drop-off contract, Member Jurisdictions will provide all trucks/transportation. Large Storage Containers and Collection Containers would need to be provided by the vendor, unless otherwise stipulated by the Member Jurisdiction in its Confirmation.

19. *Can we just bid on having the jurisdiction make the delivery to the recycling off-site facility for those jurisdictions that will provide delivery options?*

Answer: Yes, if desired, the Proposer may only bid on the option of having the Member Jurisdiction make the delivery to the recycling off-site facility. As stated in the answer to Question #10 above: "In Appendix E: Cost Proposal Form, the Proposer may leave any line item blank that the Proposer is not interested in submitting a price for."

20. *Appendix A lists the types of containers/equipment needed for each collection site generally consisting of multiple types. Are all of the container/equipment types listed required for a specific site or are these just a list of acceptable containers that may be utilized?*

Answer: Appendix A: Designated Collection Sites, Containers and Pickup Schedules lists the specific type and amount of containers/equipment required for each specific site.

21. *Appendix B shows that Harford County, Anne Arundel, Baltimore County and Carroll County have not been accepting TV/monitors—will this continue for this next contract period? Will any other jurisdictions follow suit?*

Answer: Each Member Jurisdiction will determine the electronic material to be recycled for the next contact term based on pricing submitted in Appendix E: Cost Proposal Form.

22. *Who are the current contractors providing this service for each Member Jurisdiction?*

Answer: Currently, under Agreements with the Authority, Sims Recycling Solutions is servicing Baltimore County, Vintage Tech LLC is servicing both Howard County and Montgomery County and New Horizons Supported Services, Inc. is servicing Carroll County.

23. *What are the current fees/prices in effect for each jurisdiction?*

Answer: Please see the following pricing under Authority Agreements: Howard County and Montgomery County are paying \$0.145/pound for all Acceptable Material. Sims Recycling Solutions is paying \$0.02/pound for all non TV/Monitor Material and New Horizons Supported Services is paying/charging \$0.00/pound for all non TV/Monitor material.

24. *Appendix D clarification—a \$50,000 Performance Bond is required for EACH jurisdiction? The dollar amount required seems excessive.*

Answer: The Performance Bond requirement of \$50,000 per each Member Jurisdiction Confirmation has been required in previous Authority Master Service Agreements with Authority Proposers and provides insurance of performance by the Proposers.

25. *Which jurisdictions have a recycling site that must be manned every day and what are the hours required?*

Answer: No recycling sites require that they be manned by the Proposer.

26. *What sites have pallet jacks/forklifts available for vendors to help with the process of loading material?*

Answer:

Anne Arundel County: These would not be available for vendor use. The County will load the trailers.

Baltimore City: The City has one forklift available for use that is shared between two locations: Northwest Sanitation Yard and Eastern Sanitation Yard. The forklift is also used for other solid waste activities at these locations.

Baltimore County: The Eastern Sanitary landfill does not have any available for vendor use. The Western Acceptance Facility has a pallet jack provided by the current e-cycling vendor. The Central Acceptance Facility has a fork lift for loading the box truck or trailer but the vendor must supply the pallet jack.

Carroll County: The County does not have pallet jacks/forklifts available for vendor.

Frederick County: N/A since the County would load material into the trailers.

Harford County: N/A for the site as the County prefers an open top can.

Howard County: A forklift is available.

Montgomery County: The County has equipment to load materials and will load materials into the vender's container or trailer.

27. *What is the current price that each County pays or receives reimbursement for TVs, Monitors, Peripherals, Computers, and Mixed Electronics?*

Answer: Please see the above answer to Question #23.

28. *What is the mix breakdown for each County by type i.e. TVs, Monitors, Computers, Peripherals, and Mixed Electronics?*

Answer: Please see the above answer to Question #9.

29. *What is the frequency of pick-ups at each drop-off location?*

Answer: Please see the attached Appendix A: Designated Collection Sites, Containers and Pickup Schedules.

30. *Which drop-off sites have trailers staged? How many trailers are staged at those sites?*

Answer: Please see the attached Appendix A: Designated Collection Sites, Containers and Pickup Schedules above for equipment requirements.

31. *Which drop-off sites currently do their own collecting, packaging, and palletizing?*

Answer: Please see the answers to Questions #15 and #16 above.

32. *Would the authority be willing to provide a contractor rejection right for non-conforming waste?*

Answer: The Authority is unable to provide a contractor rejection right for non-confirming waste. As stated under Section 3.8 Service Fee, "if a Contractor is in a pick-up contract for a Member Jurisdiction, the Contractor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s). The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s); however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to the designated Recycling Site. Under a Member Jurisdiction drop-off contract, the Contractor may inspect and reject any non-Acceptable Material at the point of drop-off at the designated Recycling Site, however, after drop-off, the Member Jurisdiction is not liable for payment of any non-Acceptable Material received at the Recycling Site."

33. *Is the authority or each individual County willing to provide an indemnity for losses associated with non-conforming waste?*

Answer: The Authority or its Member Jurisdictions are unable to provide an indemnity for losses associated with non-confirming waste. Please see the above answer to Question #32.

- 34. *We prefer to notify client ourselves if any of the insurance coverages get cancelled or non-renewed. It would be administratively impossible to have insurers to send out notifications, or for us to manage that when there is a cancellation or change of coverage under our policy.***

Answer: Exhibit B Insurance Requirements states that "(D) all insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until thirty (30) days prior written notice has been given to the Authority." The Contractor may provide this written notice to the Authority.

- 35. *Will it be acceptable for vendors to propose a provision for its own personnel at some of the collection sites? These vendor employees would take the place of, or work in conjunction with the county/city employees that currently man these collection sites.***

Answer: The Proposer may propose a provision for its own personnel at some of the collection sites, however, it is up to the Member Jurisdiction to accept these terms within the Confirmation.

- 36. *Will official site visits to the collection site locations be offered to those who have shown interest in providing a bid response for the RFP?***

Answer: Yes. The Authority has arranged for site visits to take place at the collection areas on the following dates and times, for no more than 30 minutes per site:

Wednesday, July 27th:

- 11:00 a.m.: Glen Burnie, Anne Arundel County
- 12:30 p.m.: Millersville, Anne Arundel County
- 2:00 p.m.: Sudley, Anne Arundel County
- 3:30 p.m.: Quarantine Road, Baltimore City

Thursday, July 28th:

- 9:00 a.m.: NW Sanitation Yard, Baltimore City
- 10:00 a.m.: NW Transfer Station, Baltimore City
- 11:00 a.m.: Central Acceptance Facility, Baltimore County
- 1:00 p.m.: Bowley's Lane, Baltimore City
- 2:00 p.m.: Eastern Sanitary Landfill, Baltimore County
- 3:30 p.m.: Harford County

Friday, July 29th:

- 8:00 a.m.: Western Acceptance Facility, Baltimore County
- 9:00 a.m.: Carroll County
- 10:30 a.m.: Frederick County
- 12:30 p.m.: Montgomery County
- 2:00 p.m.: Howard County

Addendum No. 2 – RFP for Electronic Materials Collection & Recycling Services
July 19, 2016

Respondents must respond to procurement@nmwda.org by 2:00 p.m. July, 22nd if interested in attending the site visits. All attendees are to meet at the site locations listed in Appendix A, at the times detailed above. All attendees are expected to drive themselves.

37. Regarding Baltimore City:

- (a) How much material do they currently have to be picked up?*
- (b) What is the mix of material (approximate percentages for CRTs, misc., etc.)?*

Answer: Please see the above answer to Question #9. Additionally, Appendix B details the total e-cycling in pounds for CY 2013 and CY 2015.

38. *Can we bid on only certain sites? We would be looking at bidding on any site that utilizes 53' trailers since the C-containers do not make sense for us. Or, would some of the sites who are listed as using roll offs or C-containers be willing to switch over to 53' trailers?*

Answer: Please see the attached Appendix A: Designated Collection Sites, Containers and Pickup Schedules above for equipment requirements. The type of equipment listed for each site is the specific type of equipment necessary for each Member Jurisdiction.

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Appendix A: Designated Collection Sites, Containers and Pickup Schedules

Member Jurisdiction/ Location	Address	Google Coordinates	Type & Maximum # of Containers/Equipment Needed	Load Vehicle Needed/Average Pickups per Month
			For 4 collection locations, the County averages 13 trailers, 125 gaylords and 125 pallets required per month. This assumes trailers are always double stacked.	4 collection sites: Two require 1-2 pulls per month and two require 1 every 3 months.
Anne Arundel County				
Millersville (Central) Recycling Center	389 Burns Crossing Road Severn, MD 21144	39.091915, -76.669379	1 Trailer, Gaylord Containers, Pallets, Shrink Wrap	Trailer
Millersville Landfill	389 Burns Crossing Road Severn, MD 21144	39.08687, -76.675603	Gaylord Containers, 1 C Container, Pallets, Shrink Wrap	Box Truck
Sudley (Southern) Recycling Center	5400 Nutwell Sudley Rd. Deale, MD 20751	38.815229, -76.578996	1 Trailer, Gaylord Containers	Trailer
Glen Burnie (Northern) Recycling Center	100 Dover Road Glen Burnie, MD 21060	39.1852, -76.603062	1 Trailer, Gaylord Containers, Pallets, Shrink Wrap	Trailer
Baltimore City			50 pallets/month for all sites.	
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732, -76.545949	1 C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck. 12 pickups/month.
Northwest Sanitation Yard	2840 Sisson Street Baltimore, MD 21211	39.319755, -76.62667	1 C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck. 12-16 pickups/month.
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131, -76.558535	1 C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck. Pickup is on call as needed.
Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415, -76.68147	1 C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck. 12 pickups a month.
Baltimore County				
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893, -76.671055	1 Trailer with 1 pallet jack, Gaylord Containers, Pallets	Trailer. 1 pickup a month.
Eastern Sanitary Landfill	6259 Days Cove Road White Marsh, MD 21162	39.394139, -76.3854	1 C Container. 6-8 Gaylord Containers and pallets needed per week.	Trailer/Box Truck. 4 pickups a month
Central Acceptance Facility	201 West Warren Road Cockeysville, MD 21030	39.472036, -76.646356	Trailer or C Container. About 15 Gaylord Containers and Pallets needed per week.	Trailer/Box Truck. 8 pickups a month for a box truck or 4 pickups a month for a trailer
Carroll County				
Northern Landfill	1400 Baltimore Blvd. Westminster, MD 21157	39.549504, -76.94383	8 Gaylord Containers needed onsite, 5 picked up per week. Pallets, Shrink Wrap	Box Truck/4 pickups a month
Frederick County				
Reich's Ford Road Landfill	9031 Reichs Ford Road Frederick, MD 21704	39.372463, -77.352975	2 Trailers needed onsite, Gaylord Containers (875/year, about 75/month), Pallets (1,750/year, about 150/month), Shrink Wrap (5 cases/year, 4 rolls/box, about 1.66 rolls/month). Not required, but preferred to have 20 yard container to store Gaylord Containers.	Trailer. 3 pickups a month
Harford County				
Harford Waste Disposal Center	3241 Seabrook Road Street, MD 21154	39.640616, -76.299444	1 Roll-off Container, 1 C Container, Gaylord Containers, Pallets, Shrink Wrap	Roll-off Truck. 4 pickups a month. Collected weekly in 20 yard container
Howard County				
Alpha Ridge Landfill	2350 Marriottsville Rd. Marriottsville, MD 21104	39.305473, -76.903386	One 53' Trailer needed. Each load uses 48 pallets and 24 Gaylord Containers. These trailers are lived loaded with average time on site of about 1 hour. Average month uses 8 trailers, 384 pallets, 192 boxes, and one box of shrink wrap (each box of shrink wrap contains 4 rolls of 1500' x 18" sized wrap).	Trailer. Eight pickups a month. Site can do trailer swap instead of live loading (2 pickups/week). Extra pickups during holidays (e.g. Christmas and New Year's)
Montgomery County				
Shady Grove Transfer Station	16101 Frederick Rd Derwood MD 20855	39.122313, -77.17122	3 Trailers needed onsite (2 are spare Containers), Gaylord Containers, Pallets, Shrink Wrap	Trailer. 12-16 pickups a month



MEMORANDUM

TO: RFP Recipients

DATE: July 13, 2016

SUBJECT: Addendum No. 1 to the Request for Proposals for Electronic Materials Collection and Recycling Services, dated June 1, 2016

The new Proposal Closing Date will be on Friday, August 12th, at 4:00 pm.

Responses to the questions regarding the RFP will be addressed in a second Addendum, to be released shortly.

Please see the following tentative schedule for site visits, to occur July 27th - July 29th:

Respondents must respond to procurement@nmwda.org by 2:00 pm July, 22nd if interested in attending the site visits. Any changes to the scheduled site visits will be sent out as an additional Addendum.

Wednesday, July 27th:

- 9:00 am: Western Acceptance Facility, Baltimore County
- 10:00 am: Quarantine Road, Baltimore City
- 11:00 am: Glen Burnie, Anne Arundel County
- 1:00 pm: Millersville, Anne Arundel County
- 2:30 pm: Sudley, Anne Arundel County

Thursday, July 28th:

- 9:00 am: NW Sanitation Yard, Baltimore City
- 10:00 am: NW Transfer Station, Baltimore City
- 11:00 am: Central Acceptance Facility, Baltimore County
- 1:00 pm: Bowley's Lane, Baltimore City
- 2:00 pm: Eastern Sanitary Landfill, Baltimore County
- 3:30 pm: Harford County

Friday, July 29th:

- 9:30 am: Carroll County
- 11:00 am: Frederick County
- 1:00 pm: Montgomery County
- 2:30 pm: Howard County

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410.333.2730 / 410.333.2721 fax / authority@nmwda.org
nmwda.org / Business-to-Business Recycling: mdrecycles.org
Tower II - Suite 402, 100 S. Charles Street, Baltimore, MD 21201-2705

Comprehensive Waste Management Through Recycling, Reuse, Resource Recovery and Landfill

MEMBERS: Christopher J. Phipps, Anne Arundel County / Rudolph S. Chow, Baltimore City / Edward C. Adams, Baltimore County
Scott Moser, Carroll County / Michael G. Marschner, Frederick County / Timothy F. Whittle, Harford County / James M. Irvin, Howard County
Daniel E. Locke, Montgomery County / James M. Harkins, Maryland Environmental Service / Christopher Skaggs, Executive Director

Request for Proposals

for

**Electronic Materials
Collection & Recycling Services**

by

**Northeast Maryland
Waste Disposal Authority**

Date of Issue: June 1, 2016

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ACRONYMS AND DEFINITIONS

Authority	Northeast Maryland Waste Disposal Authority
Member Jurisdictions	Includes the following Member Jurisdictions: AA Anne Arundel County BA Baltimore County BC Baltimore City CC Carroll County FC Frederick County HA Harford County HC Howard County MC Montgomery County
CPI-U	Consumer Price Index Washington Baltimore Area
MDOT	Maryland Department of Transportation
MDE	Maryland Department of the Environment
MSW	Municipal Solid Waste
RFP	Request for Proposals
SEC	U.S. Securities and Exchange Commission
SWMP	Solid Waste Management Plan

ELECTRONIC MATERIALS COLLECTION AND RECYCLING SERVICES REQUEST FOR PROPOSALS

1. BACKGROUND AND PURPOSE

The Northeast Maryland Waste Disposal Authority (“Authority”) requests technical and cost proposals from qualified vendors for the following elements of e-cycling collection and recycling. This service will be provided to one or more of the Authority’s Member Jurisdictions.

Provide acceptable Collection Containers and Large Storage Containers at locations designated by the Member Jurisdictions (See Appendix A for a list of Designated Collection Sites).

Transport Acceptable Material to an offsite Recycling Facility. The Recycling Facility will act as the Contractor’s main processing site for all Acceptable Material to be recycled under the Master Service Agreement, as set forth in Appendix H. The Master Service Agreement will act as the primary contract between the Authority and Contractor, to ensure electronic materials collection and recycling services throughout the length of the contract. Acceptable Material is as follows: Computer monitors, televisions, central processing units, computer mice, keyboards, landline or cell phones, answering machines, printers, power supplies, portable computers (laptops), hard drives, servers, scanners, copiers, fax machines, cables, cords and communication wire (e.g. copper wire, phone wire, coaxial cable and computer wire with the exception of fiber optic cable), miscellaneous circuit boards, chips, and cards, typewriters, calculators, alarm clocks, radios, audio equipment, stereos, cameras, video cameras, music playing devices such as record players, cassette players, recorders or MP3 players, GPS, electronic reading devices and tablets, radar detectors, VCR/DVR/DVD or Blu-ray players, computer discs and DVDs/CDs/Blu-ray discs, electronic ‘smartwatches’ and activity/fitness trackers such as wristbands or chips (e.g. a wearable or implanted computing device that offers functionality and capabilities similar to those of a smartphone. These devices, either on their own or when paired with a smartphone, provide features like connecting to the internet, running mobile apps, making calls, messaging via text or video, checking caller ID, accessing stock and weather updates, providing fitness monitoring capabilities, offering GPS coordinates and location directions), video game consoles and other electronic toys and games, holiday string lights, solar light fixtures, cable/satellite boxes and devices and other computer or electronic related accessories collected from the Designated Collection Sites. The Proposer is responsible for providing transportation, processing, marketing recycled material and residue disposal.

Or, at the option of the individual Member Jurisdiction:

Accept and recycle Acceptable Material delivered to the Contractor's offsite Recycling Facility by Member Jurisdictions.

The Proposer may add to the list of Acceptable Materials in its proposal but may not subtract from

the list provided herein. An Acceptable Material list will be determined by each Member Jurisdiction in its Confirmation with the Contractor. A Member Jurisdiction may not add to the list of Acceptable Materials but it may subtract from the list provided herein and in the Master Service Agreement.

The date on which service begins ("Operations Date") may be different for each Member Jurisdiction.

2. GENERAL INFORMATION

The Authority will evaluate the Proposer's technical and financial qualifications and the technical and cost proposals based on the written materials received and other evaluations that may be conducted by the reviewers.

Pertinent Dates:

Pre-Proposal Conference Call	June 14, 2016
Question Submittal Date	June 24 , 2016
Proposal Closing Date	July 22, 2016
Start Date of Master Service Agreement	January 1, 2017

2.1 PROCUREMENT

The Authority is soliciting technical and cost proposals in accordance with the requirements and allowances set forth in Code of Maryland Regulations 14.13.01.

The Authority reserves the right and has the sole discretion to:

- Award a Service Agreement to one or more Proposers.
- Supplement, amend, or otherwise modify this RFP, or to cancel this RFP without substitution.
- Waive any or all informalities in the technical and cost proposal, or failures to comply with the RFP requirements that are determined by the Authority in its discretion to be insignificant or immaterial.
- Request further information from Proposers as needed to support the Authority's selection of a Proposer.
- Conduct simultaneous negotiations with Proposers deemed to be reasonably susceptible of award.

2.2 RFP AVAILABILITY

The RFP will be available for download at no charge at the Authority's website at www.nmwda.org. Proposers who download the RFP should notify the Authority of their interest

by mail, fax or e-mail to be assured of receiving any future Addenda. A 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
Tel. (410) 333-2730
Fax. (410) 333-2721
Email: procurement@nmwda.org

2.3 INFORMATION OR CLARIFICATION REQUESTS

All contacts relative to this solicitation, as well as questions concerning these instructions shall be directed to the Authority in writing, by email at procurement@nmwda.org or fax at (410) 333-2721. Questions received on or before the Question Submittal Date will be answered by the Authority and answers distributed to all companies that have received a copy of the RFP or otherwise notified the Authority of their interest in the procurement. Proposers shall notify the Authority of any conflicts, errors, omissions or discrepancies in this RFP prior to this time. Proposers shall not initiate communications related to this project with other Authority staff, the Member Jurisdictions, local elected officials, or local government staff responsible for solid waste management or recycling. Any communications may result in the disqualification of the Proposer's technical and cost proposal.

The Authority may, as necessary, issue written Addenda that describe changes, interpretations, or clarifications. 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.

Additionally, there will be a non-mandatory pre-proposal conference call with the Authority and interested Proposers on June 14, 2016. Parties interested in participating in this call must preregister and receive the call-in information with the Authority by emailing procurement@nmwda.org no later than 2:00pm the day before the conference call.

2.4 SUBMITTAL REQUIREMENTS

Each Proposer shall submit three printed copies (double-sided and on recycled paper) and five complete compact disc or USB flash drive copies in portable document format (.PDF) of its technical and cost proposal. The proposal shall not be longer than 30 pages. Submit proposal packages to the Authority at the address listed in section 2.2.

The technical and cost proposal must be submitted on or before 4:00 p.m. on July 22, 2016 ("Proposal Closing Date.")

All technical and cost proposals shall be sealed in a package and identified as: **"Request for Proposals for ELECTRONIC MATERIALS COLLECTION AND RECYCLING for the**

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY” on the outside of the sealed package. Proposals may not be submitted by fax or email.

The Proposer shall be responsible entirely and exclusively for all costs incurred by the Proposer associated with technical and cost proposal preparation and subsequent negotiations, which may or may not lead to execution of a Service Agreement. Any technical and cost 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 cost proposals. The Authority will not return the technical and cost proposals following the review and selection process.

2.5 CONFIDENTIAL INFORMATION

Proposals submitted in response to this RFP are subject to the Maryland Public Information Act. Proposers should specifically identify those portions of their proposals that they consider to contain confidential, proprietary commercial information, or trade secrets. Proposers are advised that, upon request for this information from a third party, the Authority is required to make an independent determination as to whether the information must be disclosed under the law. If the Authority determines that materials marked as confidential must be disclosed under the law, the Authority will notify the Proposer in advance of releasing the information to permit the Proposer to take independent action to protect the information. Proposers agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

2.6 EQUAL EMPLOYMENT OPPORTUNITY

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

2.7 IRREVOCABILITY OF COST PROPOSAL

The prices proposed in response to this RFP shall be irrevocable for a period of 120 days from the Proposal Closing Date, or, if modified during negotiations, for a period of 120 days from the date such modified proposal prices are proposed.

3. SCOPE OF SERVICE

3.1 PROJECT DESCRIPTION

The Authority intends to enter into one or more Master Service Agreements with the Proposer(s) that submit the proposals deemed by the Authority to represent the best value to the Authority. The Authority may enter into Master Service Agreements that use different payment scenarios as described in Appendix E, the required cost proposal format. The form of the Master Service Agreement is attached to this RFP as Appendix H. Note that, as described in the Master Service Agreement, each Member Jurisdiction will issue its own Confirmation for the services to be provided to that Member Jurisdiction in accord with the Master Service Agreement. Award of a

Master Service Agreement to a Proposer does not guarantee the Contractor any work under the Agreement. Only the execution of a Confirmation by a Member Jurisdiction creates a contract under which Acceptable Material will be sent to an individual Contractor.

3.2 COLLECTION CONTAINERS AND LARGE STORAGE CONTAINERS

The Contractor shall provide Collection Containers and Large Storage Containers in good working order for the acceptance of Acceptable Materials at the Designated Collection Sites. Appendix A details the Collection Containers, Large Storage Containers and equipment required for each Member Jurisdiction.

Collection Containers include, but are not limited to, Gaylord boxes, pallets, as well as additional equipment such as shrink wrap. Gaylord boxes can be defined as large, pallet-size boxes made of corrugated fiberboard, used for storage and shipping of bulk quantities.

Large Storage Containers include, but are not limited to, roll off, C type, and road legal kingpin type enclosed trailers. Roll off containers can be categorized as open top dumpsters, with a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The roll off container is designed to be transported by special roll off trucks. Most roll off containers have a swinging door on the end for easier disposal of waste, while some are open top. C type containers can be categorized as large reusable steel boxes designed to be moved from one mode of transport to another without unloading and reloading. A road legal kingpin type enclosed trailer would include a fifth-wheel coupling hitch. A fifth wheel uses a large horseshoe-shaped coupling device mounted a foot or more above the bed of the tow vehicle. The fifth wheel is intended for level roads and possesses limited side-to-side tilt. The fifth wheel can handle twenty or twenty-five percent weight transfer.

Each Member Jurisdiction will determine how many Collection Containers and Large Storage Containers will be allowed at its Designated Collection Site.

Each Member Jurisdiction that participates will provide a paved or hard packed area for the Collection Containers and Large Storage Containers. The locations of these areas are identified in Appendix A. The Contractor must provide sufficient Collection Containers and Large Storage Containers for the collection of all Acceptable Material delivered to the site, such that a Collection Container and Large Storage Container is available seven days/week. Access and egress to deliver and remove Collection Containers and Large Storage Containers will be allowed during normal operating areas of each Member Jurisdiction's facility. Typical operating hours are 7:00 a.m. to 5:00 p.m., but may vary from site to site. The Contractor is required to follow all rules and regulations at each Designated Collection Site.

If a Member Jurisdiction is delivering Acceptable Material to an offsite Recycling Facility, the Contractor must provide the Member Jurisdiction with a new set of Collection and/or Large Storage Containers after Acceptable Material has been unloaded by the Contractor. Each Member Jurisdiction will communicate which type and how many Collection and/or Large Storage Containers are needed to be replaced with each scheduled drop-off.

3.3 COLLECTION REQUIREMENTS

This section is applicable if the Contractor is providing electronic materials pick-up at the Designated Collection Sites.

The Contractor is solely responsible for loading Collection and/or Large Storage Containers onto the Contractor's vehicle and providing pallet jacks/forklifts or other equipment or devices to do so, unless otherwise stipulated by Member Jurisdictions. A pallet jack can be characterized as a tool used to lift pallets to a sufficient height when loading Collection Containers and/or Large Storage Containers onto the Contractor's vehicle. Load vehicle requirements are listed in Appendix A for each site.

Loaded Collection and/or Large Storage Containers may be stored at a staging area a maximum of 24 hours, or following a schedule as directed by the Member Jurisdiction in its Confirmation with the Contractor. The Contractor's failure to remove the loaded Collection and/or Large Storage Container(s) from the staging area within 24 hours (or by the next business day) or the timeframe set forth in the Confirmation, if different, may, at the Member Jurisdiction's discretion, cause the Contractor to pay damages to the Member Jurisdiction in the amount of 25% of the fee due to the Contractor or Member Jurisdiction for the loaded Collection and/or Large Storage Container(s) for the next 24 hours and 10% for each 24 hour period afterward until the Collection and/or Large Storage Containers are removed. In the event the site is closed (scheduled or unscheduled) for business the day(s) after the request to swap the Collection and/or Large Storage Container(s), said Container(s) must be swapped the next operating day.

3.4 QUANTITIES

Appendix B contains information regarding annual quantities of electronics delivered to the Member Jurisdictions, as well as recent population data. **The Authority provides this information for reference only and not as a guarantee of future deliveries.** The Contractor is solely responsible for developing estimates for future e-cycling quantities as part of its technical and cost proposal. The Contractor should consider historical information presented in current and previous Member Jurisdiction SWMPs, industry trends in regional e-cycling volumes, and estimates provided by the Member Jurisdictions in Appendix B.

The Authority does not guarantee a specific amount of Acceptable Material, nor provide any minimum nor maximum guarantees for the volume of current or anticipated future Acceptable Material received at the Designated Collection Sites. The Authority shall have no financial responsibility in the event the amount of Acceptable Material handled falls short of current or projected quantities.

The Member Jurisdictions will direct all Acceptable Material received at the Designated Collection Sites to the Contractor.

3.5 EQUIPMENT

The Contractor's equipment must be designed, engineered and rated to perform satisfactorily and safely at all times in accordance with generally accepted waste industry procedures and local,

state and federal laws and regulations.

All of the Collection Containers and Large Storage Containers proposed and the process to be used for the performance of the e-cycling transfer for this project must follow the acceptable Collection Container and Large Storage Container types and collection requirements described in sections 3.2 and 3.3. The body shall be so mounted on the chassis that when fully loaded, the axle load shall fall within the maximum axle load limit prescribed by law. The Contractor will be responsible for any litter falling out of the vehicles on the grounds of the Designated Collection Site and all public roads used for transportation of the material.

3.6 WEIGH PROCEDURES

If applicable, payment shall be based on the net pounds recorded on the weight ticket issued by the Member Jurisdiction's scale house. The load ticket records weight in net pounds. If applicable, the Contractor or Member Jurisdiction will be paid monthly based on the net pounds of electronics removed from the Designated Collection Sites identified in Appendix A, and recorded on the site's load ticket (with an allowance of 30 days from the last day of the preceding month before payment is received). The party responsible for providing collection and transportation of the Acceptable Material, either the Contractor or Member Jurisdiction, will be required to obtain and provide a weight slip from the site scale house verifying that they "weighed in" or "weighed out" during each visit.

Weights will be determined as follows:

1. The entity providing collection and transportation, either the Contractor or Member Jurisdiction, shall provide tare weights for all vehicles and Collection and/or Large Storage Containers used (subject to periodic verification of empty weights by weighing without trailer contents on any scales utilized). Each vehicle and Collection and/or Large Storage Container shall be identified as prescribed by each Member Jurisdiction.
2. The tare weight of each vehicle and Collection and/or Large Storage Container(s) shall be kept at the Member Jurisdiction's scale house and/or in its database to be used as necessary.
3. The empty truck will pull onto the inbound scale to get the tare weight of the truck only.
4. The truck will then load a full trailer of Collection and/or Large Storage Container(s) and weigh out.
5. The full weight of the load will include the total weight of the truck, Collection and/or Large Storage Container(s) and electronics.
6. Should the Contractor or Member Jurisdiction utilize a tractor and trailer or Collection and/or Large Storage Container(s) with weights different from those provided and used for stored weights, that party shall provide accurate weights for

the new equipment. Should the Contractor or Member Jurisdiction fail to provide said weights, the affected party shall require the other to weigh the empty equipment and establish that as the tare weight for the vehicle.

7. Upon entering the Designated Collection Site, the Contractor or Member Jurisdiction will weigh-in the collection vehicle at the scale house. Once the vehicle is loaded it will weigh-out before leaving the site. A scale ticket will be produced by the scale attendant and given to the Contractor or Member Jurisdiction which identifies the net load weight which will be the basis for monthly payments.
8. If there is no scale or if the scale at the Designated Collection Site(s) is unavailable, then the Contractor or Member Jurisdiction shall weigh the vehicles at a site designated by the Member Jurisdiction or at certified scales approved by the Authority and the Member Jurisdiction in writing.

3.7 RECYCLING SITE(S) AND RESIDUE DISPOSAL SITES

The Contractor is required to recycle all of the Acceptable Material directed to it by the Member Jurisdictions. The Recycling Sites shall, at a minimum, be available to receive Acceptable Material by the Proposal Closing Date. Recycling and Acceptable Material process residue sites shall be sited, constructed, operated, monitored, closed and otherwise maintained in a manner that is protective of human health and the environment and are operated in compliance with Applicable Laws. The Contractor shall not dispose of Acceptable Material process residue in a landfill, or an expansion cell next to an existing landfill, that is, or is proposed to be, on the National Priority List of the Federal Superfund Program (40 CFR Part 300), or that is, or is proposed to be, on a similar list under a similar program for any state. The acceptable residue percentage will follow the standards under the Proposer's certification, either under R2 or e-Stewards standards.

If a disposal site is located in a jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan (or its equivalent if the facility is located outside of Maryland) the plan of the receiving jurisdiction shall allow waste import from other States to the disposal site.

Representatives from the Authority and/or Member Jurisdiction may inspect any site used by the Contractor for this contract as deemed necessary.

3.8 SERVICE FEE

As provided in the Contractor's cost proposal, incorporated into the Master Service Agreement, either the Authority (or individual Member Jurisdictions) will pay the Contractor, the Contractor will pay the Authority (or individual Member Jurisdictions) or neither the Authority (or individual Member Jurisdictions) or the Contractor will pay either party. If applicable, the payments will occur monthly (with an allowance of 30 days from the last day of the preceding month before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include Collection and/or Large Storage Containers, collection service (if a Contractor pick-up contract), transportation (if a Contractor pick-up contract), processing, marketing, residual disposal and any other incidental costs. For money owed to a Member Jurisdiction, 6% interest will be assessed for payments received 60 days after the end of

the month invoiced.

If a Contractor is in a pick-up contract for a Member Jurisdiction, the Contractor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s). The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s); however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to the designated Recycling Site. Under a Member Jurisdiction drop-off contract, the Contractor may inspect and reject any non-Acceptable Material at the point of drop-off at the designated Recycling Site, however, after drop-off, the Member Jurisdiction is not liable for payment of any non-Acceptable Material received at the Recycling Site.

3.9 MONTHLY REPORTS

The Contractor must provide a monthly recycling report, due by the 15th day of each month, with a breakdown of total pounds collected of the following commodities:

- CRT Monitors and CRT Televisions
- Flat Screen Monitors and Flat Screen Televisions
- Miscellaneous Other Items

Miscellaneous items may be further categorized if Contractor prefers to do so.

The Contractor must provide a monthly recycling report accompanied by copies of all weight tickets. Weight tickets must reconcile to the monthly report.

3.10 CONTRACT TERM

The term of the Master Service Agreement will be January 1, 2017 through January 15, 2019.

Confirmations for individual Member Jurisdiction may have different starting and ending Operations Dates within the term of the Master Service Agreement. Any individual Member Jurisdiction may initiate a Confirmation to begin and end services at any point during the Master Service Agreement. Prior to performing services for a Member Jurisdiction, the Contractor is required to enter into a Confirmation with that Member Jurisdiction, pursuant to the terms of the Master Service Agreement, if the Contractor provided a cost proposal for that Member Jurisdiction in Appendix E. If a Member Jurisdiction notifies the Contractor that it is choosing to enter into a Confirmation, the Contractor must enter into the Confirmation within 60 days of the written request by the Member Jurisdiction.

4. MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications.

4.1 ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING MINIMUM QUALIFICATIONS

Project staff with at least three years management experience developing and operating an e-cycling collection, transfer or processing system.

Evidence of access to a primary Recycling Site with the capacity to receive all Acceptable Material projected to be exported from the Designated Collection Sites over the term of the Service Agreement. The Recycling Site will be the receiving facility for all Acceptable Material. All Acceptable Material will be recycled at the Recycling Site, unless sent to an approved downstream recycler.

Possess, or be in the process of obtaining, a minimum of the following:

- either e-Stewards or R2 certification; and

- either Recycling Industry Operating Standard (RIOS) certification or ISO 14001 certification (for environmental management), ISO 9001 certification (for quality management) and OHSAS 18001 certification (for occupational health and safety).

E-Stewards certification is an accredited, third-party audited, certification program for electronic recyclers, refurbishers and asset managers. E-Stewards certification is the highest standard for globally responsible electronics recycling and reuse. It prohibits the export of hazardous electronic waste from developed to developing countries while allowing viable technology to be reused. It includes the ISO 14001 standard. Certified e-Stewards recyclers are audited by accredited certification bodies to assure conformity to the e-Stewards Standard, including downstream accountability for all materials to final disposition.

R2 certification provides a common set of processes, safety measures, and documentation requirements for businesses that repair and recycle used electronics. R2 is rigorously and independently audited, emphasizing quality, safety, and transparency. Sustainable Electronics Recycling International (SERI) is a non-profit organization dedicated to the responsible reuse, repair, and recycling of electronic products. SERI is the housing-body for the R2 Standard and works with a coalition of partners to raise awareness of electronics repair and recycling issues around the world.

The ISO 14000 family of standards provides practical tools for companies and organizations of all kinds looking to manage their environmental responsibilities. ISO 14001:2015 and its supporting standards such as ISO 14006:2011 focus on environmental systems to achieve this goal. The other standards in the family focus on specific approaches such as audits, communications, labelling and life cycle analysis, as well as environmental challenges such as climate change.

The ISO 9000 family addresses various aspects of quality management and contains some of ISO's best known standards. The standards provide guidance and tools for companies and organizations who want to ensure that their products and services consistently meet customers' requirements, and that quality is consistently improved. Standards in the ISO 9000 family include:

- ISO 9001:2015 - sets out the requirements of a quality management system,
- ISO 9000:2015 - covers the basic concepts and language,
- ISO 9004:2009 - focuses on how to make a quality management system more efficient and effective,
- ISO 19011:2011 - sets out guidance on internal and external audits of quality management systems.

OHSAS 18001 is a framework for an occupational health and safety management system and is a part of the OHSAS 18000 series of standards, along with OHSAS 18002. It assists in creating the policies, procedures and controls needed to achieve the best possible working conditions and workplace health and safety, aligned to internationally recognized best practices.

The Recycling Industry Operating Standard (RIOS) was developed by the Institute of Scrap Recycling Industries (ISRI) through its RIOS Certified Electronics Recyclers program. The RIOS standard was created as an integrated quality, environmental, health and safety (QEH&S) management systems standard for the scrap industry to help scrap recyclers achieve measurable and continual improvement in their QEH&S performance. RIOS is based primarily on the requirements of ISO 9001, ISO 14001 and OHSAS 18001. While RIOS is built around the same "plan-do-check-act" model as these standards, it uses simplified language and terminology to be more easily understood. RIOS is appropriate for both small and large firms and equally applicable to all types of scrap recycling facilities (metal processors, paper packers, electronics recyclers, etc.).

5. REQUIRED CONTENT OF PROPOSALS

This section includes the Authority's requirements for presenting the Proposer's corporate and personnel qualifications and proposed plan to provide the required services. The Authority will review each Proposer's qualifications in accordance with the procedures presented in Section 6.0 of this RFP. Refer to Section 2.4 of the RFP for submittal form requirements.

5.1 GENERAL INFORMATION ABOUT PROPOSER

The Proposer shall submit the following information:

Name of Proposer.

Business Address.

Type of Organization.

Copies of all pertinent certifications

Proposer's authorized representative and contact information including telephone and email information.

State the number of years the Proposer has been in business under the present name.

List any other names under which your firm has done business during the past 10 years and indicate the years during which the firm was so named.

If the Proposer is a subsidiary of another firm or is intended to be a newly created subsidiary, include the information requested in the items above for the parent Proposer and describe the role of the parent Proposer in this project.

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.

Disclose if the Proposer, any of its officers, or any parent, subsidiary, or affiliated organization or any of its officers, (1) has ever been convicted of any crime, or (2) has been fined an amount greater than \$10,000 for a civil or criminal violation of any federal, state, or local statute, regulation or permit in connection with solid waste transportation, disposal or recycling contracts, operations or services. If there is information to disclose, state the name of the person, the name of the firm, the case number, and the circumstances surrounding the conviction or violation.

Disclose if the Proposer, or any of its subsidiaries or partners has ever been disbarred from doing business with any public jurisdiction or entity. Provide documentation that includes jurisdiction identification, cause, formal letters, emails, dates, and resolution.

5.2 EXPERIENCE WITH ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING DESCRIPTION

The proposal must address the experience of the Proposer in transporting and recycling electronics. The Proposer shall determine and present in its technical and cost proposal the method of transport and the location of the final recycling location.

(a) Proposer's Acceptable Material Transport and Recycling Experience

Provide the following information for projects that clearly demonstrate the Proposer's experience in very similar projects involving Acceptable Material transport and recycling, including management of short-haul and long-haul systems and compliance with Maryland Department of Transportation (MDOT) transport regulations. Provide up to five descriptions of the projects performed in the past 10 years that are very similar to the project described in this RFP. Project descriptions should, at a minimum, provide the following information:

Name and location of Recycling Facility.

Facility owner and references, owner contact, address and telephone number.

Regulatory agencies of jurisdiction, agency names, references, contacts, addresses and telephone numbers.

Year developed.

Facility design and capacity.

Marketing experience.

(b) **Résumés of Key Officers and Project Team Leaders**

Provide résumés of the firm'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).

Contract Administrator.

(c) **Organization Chart**

Include an organization chart in the technical and cost proposal. Provide sufficient detail to indicate the relationship between all personnel for which résumés are included.

5.3 ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING PROPOSAL REQUIREMENTS

(a) **Technical and Cost Proposal Requirements**

The technical proposal shall be no more than 30 pages, including all plans, diagrams and figures. The technical and cost proposal will address technical and cost components for the service from the Designated Collection Sites.

The cost proposal must be submitted in the format in Appendix E to this RFP. The Proposer must provide pricing on a per pound basis for the services required by this RFP. In addition, Proposer should describe any volume discount(s) it is proposing for each Member Jurisdiction.

Proposers must complete the Processing System forms in Appendix F.

The project description must also include the following elements:

(b) **Acceptable Electronics Transport and Recycling**

Recycling Site:

- Location of processing/recycling facilities
- Provide as detailed a response as possible, including any available documentation or verification, for any assurances that electronics received by Proposer will not become a threat to human health, human safety, or the environment, either in or out of the United States, after Proposer takes possession of the electronics.
- Description of general processing procedure and locations (including downstream locations) for all CRT glass. Description of general processing procedure and downstream locations for all other commodities.
- Ownership (or legal basis for use).
- Status of required permits (land-use, environmental, etc.)
- Copies of permits.
- Amount of material processed at each Recycling Site over the last three years.
- Notification and circumstances of any termination of services by any government jurisdiction over the last five years
- Site capacity, in total developed area and permitted expansion area.
- List of jurisdictions in which disposal site is located (County, Port District, etc.).
- Description of the plan to handle broken monitors.
- Description of backup management method, authorization for use, and site if primary facility unavailable.
- Host Community Agreement (if one exists).
- Guaranteed maximum amount of Acceptable E-Cycling Residue requiring disposal in a landfill or other waste disposal facility.

Transportation:

- Describe all transportation phases such as short-haul leg, intermodal facility(s), transportation method, etc.
- Describe backup transportation modes during emergencies, strikes, inclement weather, etc.
- Status of permits required.

Contingency Plans:

- Contingency plan for operating procedures that will take effect in the event of interruption of normal transportation options including work stoppage by Proposer's employees, emergency weather conditions, building or equipment failure, lack of access to the primary system for transportation, lack of access to the primary management site.

Describe marketing plan for recyclable materials.

Describe disposal of residuals.

5.4 INSURANCE REQUIREMENTS

The Proposer must have or be willing to obtain insurance with the minimum terms as shown in Exhibit B to the Master Service Agreement in Appendix H. If the Proposer does not currently have the minimum insurance required, the Proposer must, at its own cost, obtain such insurance prior to the signing of the Service Agreement.

5.5 FINANCIAL QUALIFICATIONS

The Proposer shall provide the following information for all companies, subsidiaries and/or parent companies that will work on the project. The Authority shall have sole discretion to determine the financial adequacy of proposing companies, subsidiaries or subcontractors. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

Copies of most recent 10-Ks filed with the U.S. Securities and Exchange Commission (SEC) and all 10-Qs since the last 10-K; or, if a 10-K Form is not filed with the SEC, the following (Note: In addition to the following information, a Proposer may be required to submit additional financial information to satisfy other governmental reporting and disclosure rules):

- Cost proposal for electronic materials collection and recycling services.
- Certified audited financial statements or annual financial reports for the past three fiscal years to include at a minimum, income statements, balance sheets, and statements of changes in financial position. If less than three years of financial statements are available, this information should be provided to the fullest extent possible.
- Copies of the latest quarterly financial report.
- A copy of the latest annual report.
- A copy of the Proposer's Certificate of Good Standing from Maryland Department of Assessments and Taxation (for any company with nexus in Maryland) or the equivalent

from the Proposer's state of registration.

- 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 three years, including comparable information for related companies and company principals.
- Information on the firm'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.
- Evidence of the ability to obtain a performance bond in the amount defined in Section 5.6.
- Pending or potential legal actions that could materially affect the Proposer's financial situation and/or its ability to meet its contractual obligations to the Authority.

5.6 PERFORMANCE BOND

Each Proposer shall submit with its technical and cost proposal a letter from a surety or financial institution that demonstrates the Proposer's ability to secure the performance bond required by Section 7.05 of the Master Service Agreement at Appendix H.

5.7 AUTHORITY REVIEW OF PROPOSALS

The Authority will use the completed technical proposal and cost proposal to evaluate the merits of each technical and cost proposal received. Each technical and cost proposal will be considered against the evaluation criteria described in Section 6.

If the technical and cost proposal is incomplete or fails to address the questions the technical and cost proposal may be deemed not reasonably susceptible of award and may be rejected. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing its responses in a clearly organized submittal.

Each technical and cost 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 Proposer.

5.8 EXCEPTIONS TO TERMS AND CONDITIONS

By submitting a proposal a Proposer agrees to accept the terms of the Service Agreement in Appendix H. Any proposed exceptions to the Service Agreement shall be submitted by the Question Submittal Date via email to procurement@nmwda.org. If the Authority determines to make a change in the terms of the Service Agreement in response to proposed exceptions submitted

by this date, all such changes will be distributed to potential Proposers via addendum issued prior to the Proposal Due Date. Proposals that take exception to any terms in the Service Agreement may be rejected without further evaluation. 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.

6. EVALUATION PROCESS AND CRITERIA

6.1 EVALUATION PROCESS

The Authority will establish a selection committee to review the technical and cost proposals. The selection 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 selection committee in order of best value to the Authority. Based on the outcome of the evaluation, the selection committee may conduct interviews and negotiations with those Proposers found to be in the competitive range, and may solicit Best and Final Offers from Proposers. However the Authority reserves the right in its discretion to award the contract based on initial proposals without interviews or further negotiations.

6.2 EVALUATION CRITERIA

The Authority will first evaluate all technical and cost proposals against the minimum qualifications identified in Section 4. The total cost of services as well as management and prior experience will be evaluated as the most important qualifications and will be considered with equal importance. The technical and cost proposals considered to meet the minimum qualifications will be evaluated according to the following evaluation criteria:

- A. **Total Cost of Services:** The total cost of the services provided on the basis of the Proposer's technical and cost proposal.
- B. **Technical Qualifications:** The Proposers' experience including operation and maintenance of transport and recycling facilities for the required e-cycling stream, including at a minimum:
 - i. Management
 - Delivering very similar services at very similar facilities;
 - Résumés and qualifications of proposed managers for this project.
 - Material marketing experience.
 - Descriptions of contingencies in the event operations fail for any of the service components.
 - The nature of the proposed e-cycling plans, including ability of the proposed e-cycling operation to meet performance standards.
 - Ability to provide a backup e-cycling facility permitted and operating in accordance with federal, state and local law.

- Demonstrating that all federal, state and local laws regarding electronics recycling and disposal will be followed.
- Possess, or be in the process of obtaining: either e-Stewards or R2 certification; and either Recycling Industry Operating Standard (RIOS) certification or ISO 14001 certification (for environmental management), ISO 9001 certification (for quality management) and OHSAS 18001 certification (for occupational health and safety).

ii. Prior Experience

- Meeting or exceeding performance measures at very similar facilities.
- Performance history of the proposed Recycling Site(s). This includes compliance and adherence to federal, state, and local laws and regulations and clear evidence that the facility(s) are permitted to accept all Member Jurisdictions' e-cycling identified in this RFP.

iii. Finance

- Evidence of financial ability to implement the project.

iv. Staff

- Ownership or effective control of the proposed Recycling Site(s).
- Résumés and qualifications of proposed key staff for this project.

C. Guaranteed Recycling Commitment

Commitment to recycle material as evidenced by the recycling proposal.

APPENDIX A: DESIGNATED COLLECTION SITES AND CONTAINERS

Member Jurisdiction/Location	Address	Google Coordinates	Type of Containers/ Equipment Needed	Load Vehicle Needed
Anne Arundel County				
Millersville (Central) Recycling Center	389 Burns Crossing Road Severn, MD 21144	39.091915,-76.669379	Trailer, Gaylord Containers, C Container, Pallets, Shrink Wrap	Trailer
Millersville Landfill	389 Burns Crossing Road Severn, MD 21144	39.08687,-76.675603	Open Top Roll Off, Gaylord Containers, C Container, Pallets, Shrink Wrap	Box Truck
Sudley (Southern) Recycling Center	5400 Nutwell Sudley Road Deale, MD 20751	38.815521,-76.578609	Trailer, Gaylord Containers, C Container	Trailer
Glen Burnie (Northern) Recycling Center	100 Dover Road Glen Burnie, MD 21060	39.1852,-76.603062	Trailer, Gaylord Containers, C Container, Pallets, Shrink Wrap	Trailer
Baltimore City				
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732,-76.545949	C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck
Northwest Sanitation Yard	2840 Sisson Street Baltimore, MD 21211	39.319755,-76.62667	C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131,-76.558535	C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck
Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415,-76.68147	C Container, Gaylord Containers, Pallets, Shrink Wrap	Box Truck
Baltimore County				
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893,-76.671055	Trailer, Gaylord Containers, Pallets	Trailer
Eastern Sanitary Landfill	6259 Days Cove Road White Marsh, MD 21162	39.394139,-76.3854	C Container, Gaylord Containers, Pallets	Trailer
Central Acceptance Facility	201 West Warren Road Cockeysville, MD 21030	39.472036,-76.646356	C Container, Gaylord Containers, Pallets	Trailer
Carroll County				
Northern Landfill	1400 Baltimore Blvd. Westminster, MD 21157	39.549504,-76.94383	Gaylord Containers, Pallets, Shrink Wrap	Box Truck
Frederick County				
Reich's Ford Road Landfill	9031 Reichs Ford Road Frederick, MD 21704	39.372463,-77.352975	Trailer, Gaylord Containers, Pallets, Shrink Wrap	Trailer
Harford County				
Harford Waste Disposal Center	3241 Scarboro Road Street, MD 21154	39.640616,-76.299444	Roll-offs, C Container, Gaylord Containers, Pallets, Shrink Wrap	Roll-off Truck
Howard County				
Alpha Ridge Landfill	2350 Marriottsville Rd. Marriottsville, MD 21104	39.305473,-76.903386	Trailer, Gaylord Containers, Pallets, Shrink Wrap	Trailer
Montgomery County				
Shady Grove Transfer Station	16101 Frederick Rd Derwood MD 20855	39.122313,-77.17122	Trailer, Gaylord Containers, Pallets, Shrink Wrap	Trailer

MAP OF DESIGNATED COLLECTION SITES



APPENDIX B

ESTIMATED MEMBER JURISDICTIONS' POPULATION AND E-CYCLING GENERATION DATA

	<u>Population</u>	<u>Households</u>	<u>Persons Per Household</u>	<u>Median Household Income</u>
<u>Member Jurisdiction</u>	<u>2014</u>	<u>2010-2014</u>	<u>2010-2014</u>	<u>2010-2014</u>
Anne Arundel County	560,133	201,429	2.66	\$89,031
Baltimore City	622,793	242,212	2.47	\$41,819
Baltimore County	826,925	313,408	2.54	\$66,940
Carroll County	167,830	59,907	2.73	\$85,532
Frederick County	243,675	87,259	2.69	\$84,480
Harford County	250,105	91,037	2.70	\$81,016
Howard County	309,284	107,516	2.76	\$110,133
Montgomery County	1,030,447	362,608	2.75	\$98,704

Member Jurisdiction	E-Cycling in Pounds CY 2013 (Includes TV/Monitor Material)	E-Cycling in Pounds CY 2015**
Anne Arundel County	2,870,405	550,000
Baltimore City	1,421,688	1,136,000
Baltimore County	3,693,420	729,653
Carroll County	737,360	122,861
Frederick County	1,076,340	585,180
*Harford County	281,260	244,420
Howard County	1,389,800	1,547,800
Montgomery County	3,569,740	3,204,878

* Harford County does not recycle its CRT TV's in either data set.

**Anne Arundel, Baltimore County and Carroll County no longer provided TV/monitor recycling in CY 2015. Baltimore City, Frederick County, Howard County and Montgomery County continued to provide TV/Monitor recycling in CY 2015.

APPENDIX C

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Receipt of Addenda for the Request for Proposals for

**ELECTRONIC MATERIALS COLLECTION AND RECYCLING
SERVICES FOR THE NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

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 Proposer official.

Addendum Number	Date Received	Responding Official	Date Confirmation Sent

APPENDIX D
FORM OF PERFORMANCE BOND

Principal

Business Address of Principal

Surety

a corporation of the State of _____ and authorized to do business in the State of Maryland.

Obligee
Northeast Maryland Waste Disposal Authority, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Contract: _____, 2016
Date Bond Executed: _____, 2016

Service Agreement to provide Electronic Materials Collection and Recycling Services.

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Northeast Maryland Waste Disposal Authority (the "Authority"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Agreement."

NOW, THEREFORE, during the term of said Agreement, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Authority to be in default under the Agreement, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

_____ as to _____ (SEAL)
Witness

.....
In Presence of: Partnership Principal
Witness

(SEAL) Name of Partnership

(SEAL)

(SEAL)

(SEAL)

.....
Corporate Principal

Attest: (Name of Corporation)

Corporate Secretary

President

AFFIX CORPORATE SEAL

.....
Attest:

Title:

By: _____
Signature

AFFIX CORPORATE SEAL

Business Address of Surety:

Bonding Agent's name:

Agent's Address:

APPENDIX E: COST PROPOSAL FORM

Proposers must submit their cost proposals per Member Jurisdiction, in the following table for electronic transportation, processing, marketing and disposal of residue.

Member Jurisdiction	Proposer Pick-Up Proposer Paid per LB or (Proposer Pays per LB)	Member Jurisdiction Drop-Off Proposer Paid per LB or (Proposer Pays per LB)
Anne Arundel County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____
Baltimore City	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____
Baltimore County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	N/A
Carroll County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	N/A
Frederick County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____
Harford County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____
Howard County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____
Montgomery County	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____	CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____

Cost proposals must be based on the characteristics listed in Appendix A. Member Jurisdictions will not be responsible for segregating or sorting the Acceptable Materials to be transported for recycling by the Contractor.

At any point during the Master Service Agreement, if an awarded Proposer provided a cost proposal in Appendix E for a Member Jurisdiction, the Proposer will be required to enter into a Confirmation at the request of that Member Jurisdiction, pursuant to the terms of the Master Service Agreement, within 60 days of the written request by the Member Jurisdiction.

If Proposer is proposing a volume discount on the per-pound cost based on servicing multiple Member Jurisdictions, describe in detail the proposed discount:

APPENDIX F
PROCESSING SYSTEM

(To be completed by Proposer)

PROCESSING
SYSTEM

Recycling Facility Name and Address:

Description of Facility:

Back up Recycling Facility Name and Address:

Description of Back up Facility:

Contract # _____

APPENDIX H

MASTER SERVICE AGREEMENT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

[CONTRACTOR]

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INSURANCE REQUIREMENTS

MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") dated _____ ("Effective Date"), by and between the Northeast Maryland Waste Disposal Authority (the "Authority"), a body politic and corporate and a public instrumentality of the State of Maryland, with offices at 100 South Charles Street, Tower II—Suite 402, Baltimore, Maryland, and [Contractor] an entity in good standing under the laws of Maryland, with offices at [Address]. The Authority and the Contractor are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

1. The Authority, on behalf of and for the benefit of Anne Arundel County, Maryland, Baltimore County, Maryland, Baltimore City, Maryland, Carroll County, Maryland, Frederick County, Maryland, Harford County, Maryland, Howard County, Maryland and Montgomery County, Maryland (each a "Member Jurisdiction"), requires the services of a contractor to provide electronic materials collection, transportation, processing, disposal and recycling services (the "Recycling Services") for each Member Jurisdiction and the Contractor has been selected to provide such Recycling Services.

Or, at the option of the individual Member Jurisdiction,

Accept and recycle Acceptable Material delivered to the Contractor's offsite Recycling Facility by Member Jurisdictions.

2. Pursuant to this Agreement, the Contractor will enter into a transaction with each Member Jurisdiction that elects to issue a Confirmation pursuant to which the Contractor shall provide Recycling Services to such Member Jurisdiction (each a "Transaction").

3. The Authority and the Contractor desire to enter into this Agreement in order to provide the general terms and conditions of each and all Transaction(s) which will govern the Recycling Services of the Contractor to be provided to any Member Jurisdiction that decides to utilize the Recycling Services of the Contractor.

4. Each Transaction will be evidenced by a written confirmation, purchase order or ancillary contract establishing the specific terms for the Recycling Services to be provided to the Member Jurisdiction (a "Confirmation").

5. The Authority may assist a Member Jurisdiction and/or the Contractor in entering into a Transaction, but shall have no obligations under this Agreement or any Confirmation, or in

connection with any Transaction, except as specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each Party to the other, the Authority and the Contractor acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1 - TRANSACTION TERMS AND CONDITIONS

Section 1.01. Each and all Transaction(s) shall be entered into upon a Member Jurisdiction's issuance of a Confirmation that complies with the requirements of this Agreement and approval of the Confirmation by the Executive Director of the Authority. The Contractor is required to accept and execute a Confirmation issued by a Member Jurisdiction that complies with the terms of this Agreement within 60 days of the date the Confirmation is issued by the Member Jurisdiction.

Section 1.02. Each Confirmation shall explicitly state that the provisions of Articles 1, 2, 3, 4 and 5 of this Agreement are incorporated by reference thereto and each Confirmation shall incorporate by reference the general provisions of this Agreement which the Contractor and the Member Jurisdiction determine to be appropriate for a given Transaction. Each Confirmation shall include:

- (a) The location(s) of the Recycling Area (as hereinafter defined) maintained by the Member Jurisdiction pursuant to Section 2.02 of this Agreement;
- (b) The hours of operation and all applicable Federal, State and local laws, regulations and rules for the Recycling Area (as hereinafter defined) adopted by the Member Jurisdiction;
- (c) The number of Collection Containers and Large Storage Containers (as hereinafter defined) that shall be provided by the Contractor;
- (d) The weighing procedures for Acceptable Materials;
- (e) An acknowledgement, at the Member Jurisdiction's option, that the Confirmation is either a Contractor pick-up or a Member Jurisdiction drop-off contract.
- (f) The invoicing and payment procedures for any amounts owed to the Contractor by the Member Jurisdiction or to the Member Jurisdiction by the Contractor, including the time period within which such payment shall be made.

- (g) The status reports, if any, that the Member Jurisdiction may require the Contractor to submit regarding the Recycling Services being performed by the Contractor pursuant to such Confirmation;
- (h) An acknowledgement by the Contractor and the Member Jurisdiction that the Authority shall have no obligations under the Confirmation except as otherwise explicitly stated in this Agreement;
- (i) The term of the Confirmation, which shall not run beyond the term of this Agreement; and
- (j) The aggregate amount of any limitation on the total payments to be made by the Member Jurisdiction to the Contractor under the Confirmation.

Section 1.03. Each Transaction shall be one integrated, bilateral contract between the parties under the related Confirmation. Any inconsistency between any terms of this Agreement and any terms of a Confirmation shall be resolved in favor of the terms of such Confirmation.

Section 1.04. With respect to any given Transaction involving the Contractor and a Member Jurisdiction, the Authority and any other Member Jurisdiction shall not, under any circumstances, (a) have any obligations under the related Confirmation, (b) be responsible for amounts due to or from the Contractor or Member Jurisdiction under the related Confirmation, or in connection with such Transaction, and (c) be liable to either the Contractor or such Member Jurisdiction under the related Confirmation, or in connection with such Transaction.

ARTICLE 2 - OBLIGATIONS OF THE CONTRACTOR AND THE MEMBER JURISDICTION

Section 2.01. The Contractor shall provide the Recycling Services as set forth in this Agreement, in the Contractor's proposal, attached hereto as Exhibit A and incorporated herein by reference, and in the Request for Proposals dated June 1, 2016, issued by the Authority, including the Appendices to the Request for Proposal and any addenda thereto, all of which are attached hereto as Exhibit B and Exhibit C and incorporated herein by reference. In the event of any conflict or inconsistency among these documents, the order of precedence for resolving any such conflict or inconsistency shall be: Agreement, Request for Proposals, Contractor's proposal.

Section 2.02. The Member Jurisdiction will provide a paved or hard packed area for the placement of Collection Containers and Large Storage Containers supplied by the Contractor (the "Recycling Area") for the collection of electronic materials. The Member Jurisdiction will provide

the Contractor access to the Recycling Area for the purpose of delivery and removal of Collection Containers and Large Storage Containers during the hours of normal operation as determined by the Member Jurisdiction. The Contractor shall follow Federal, State and local, regulations and rules set by the Member Jurisdiction at the Recycling Area.

Section 2.03. The Member Jurisdiction will ensure that the Recycling Area is sited, designed, constructed and available to receive Acceptable Material (as hereinafter defined) by the first day of the term of this Agreement, as set forth in Article 4 of this Agreement. The Recycling Area shall be sited, constructed, operated, monitored, closed and otherwise maintained in a manner that is protective of human health and the environment and operated in compliance with all applicable Federal, State and local laws and regulations.

Section 2.04. Contractor shall be obligated to accept computer monitors, televisions, central processing units, computer mice, keyboards, landline or cell phones, answering machines, printers, power supplies, portable computers (laptops), hard drives, servers, scanners, copiers, fax machines, cables, cords and communication wire (e.g. copper wire, phone wire, coaxial cable and computer wire with the exception of fiber optic cable), , miscellaneous circuit boards, chips, and cards, typewriters, calculators, alarm clocks, radios, audio equipment, stereos, cameras, video cameras, music playing devices such as record players, cassette players, recorders or MP3 players, GPS, electronic reading devices and tablets, radar detectors, VCR/DVR/DVD or Blu-ray players, computer discs and DVDs/CDs/Blu-ray discs, electronic 'smartwatches' and activity/fitness trackers such as wristbands or chips (e.g. a wearable or implanted computing device that offers functionality and capabilities similar to those of a smartphone. These devices, either on their own or when paired with a smartphone, provide features like connecting to the internet, running mobile apps, making calls, messaging via text or video, checking caller ID, accessing stock and weather updates, providing fitness monitoring capabilities, offering GPS coordinates and location directions), video game consoles and other electronic toys and games, holiday string lights, solar light fixtures, cable/satellite boxes and devices and other computer or electronic related accessories ("Acceptable Material"). The Contractor shall provide Collection Containers and Large Storage Containers for the acceptance of Acceptable Material at the Recycling Area, promptly remove full Collection and/or Large Storage Containers pursuant to a Contractor pick-up contract, and promptly replace each full Collection and/or Large Storage Container with an empty one. Each Collection and/or Large Storage Container provided by Contractor shall be of a certain type. Collection Containers include, but are not limited to, Gaylord boxes, pallets, as well as additional equipment such as shrink wrap. Gaylord boxes can be defined as large, pallet-size boxes made of

corrugated fiberboard, used for storage and shipping of bulk quantities. Large Storage Containers include, but are not limited to, roll off, C type, and road legal kingpin type enclosed trailers. Roll off containers can be categorized as open top dumpsters, with a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The roll off container is designed to be transported by special roll off trucks. Most roll off containers have a swinging door on the end for easier disposal of waste, while some are open top. C type containers can be categorized as large reusable steel boxes designed to be moved from one mode of transport to another without unloading and reloading. A road legal kingpin type enclosed trailer would include a fifth-wheel coupling hitch. A fifth wheel uses a large horseshoe-shaped coupling device mounted a foot or more above the bed of the tow vehicle. The fifth wheel is intended for level roads and possesses limited side-to-side tilt. The fifth wheel can handle twenty or twenty-five percent weight transfer. Upon acceptance by the Contractor of Acceptable Material, either through pick-up by the Contractor or drop-off by the Member Jurisdiction, the Contractor shall receive title thereto and shall be responsible for the transportation, processing and residue disposal of such Acceptable Material.

Section 2.05. The Contractor shall provide sufficient Collection and/or Large Storage Containers for the collection of all Acceptable Material delivered to the Recycling Area and shall ensure that at least one Collection and/or Large Storage Container with space available for the collection of Acceptable Material is available at all times. The Member Jurisdiction will determine how many Collection and/or Large Storage Containers the Contractor will be allowed to store at the Recycling Area. All covered and loaded Collection and/or Large Storage Containers shall not be stored at the Recycling Area for more than 24 hours of a business day, or as determined by a schedule in the Member Jurisdiction's Confirmation with the Contractor. In the event the site is closed (scheduled or unscheduled) for the business day(s) after the request to swap the Collection and/or Large Storage Container(s), said Containers must be swapped the next operation day.

Section 2.06. Subject to the terms and conditions of this Agreement, as part of the Recycling Services the Contractor shall, in accordance with all applicable Federal, State and local laws and regulations, accept and dispose of all Acceptable Material placed in the Collection and/or Large Storage Containers in the Recycling Area. The Contractor shall not dispose of any byproducts produced from the collection or recycling of Acceptable Materials in any landfill, or an expansion cell next to an existing landfill, that is, or is proposed to be, on the National Priority List of the Federal Superfund Program (40 CRF Part 300), the Maryland Department of the Environment's

State Superfund Program, or a similar list under a similar program for any state.

Section 2.07. The Contractor shall not retain the services of any subcontractors for the performance of Recycling Services in connection with any Transaction without the prior written consent of the Member Jurisdiction, which consent may be withheld in the exercise of the Member Jurisdiction's sole discretion. The Member Jurisdiction may require the subcontractor to acquire and maintain applicable insurance policies that are required by the Contractor.

Section 2.08. Prior to the date that the Contractor begins providing Recycling Services to a Member Jurisdiction, the Member Jurisdiction will appoint an individual to interact with the Contractor on its behalf during the term of this Agreement (the "Contract Officer"). The Contract Officer may from time to time give the Contractor a directive, oral or written, notifying the Contractor of work, in addition to the Recycling Services, to be performed under a Confirmation. If requested to do so, the Contractor shall, promptly upon the receipt of such a directive, furnish to the Contract Officer a preliminary written description of the work that the Contractor proposes to undertake in implementing the directive. This directive shall include estimates of the compensation to be earned in performing the work and (if requested by the Contract Officer) the date by which the work will be completed. Following such consultations, the Contractor, if requested to do so, shall submit to the Contract Officer a final written description of the work to be undertaken. The final written description shall include an identification of any subcontractors to be used and a statement specifying in reasonable detail the breakdown of compensation to be earned by the Contractor and its subcontractors in performing the work; and (if requested by the Contract Officer) the latest date by which the work will be completed. Upon the written approval of the Member Jurisdiction, such final written description shall constitute a "Confirmation." The Confirmation shall be binding upon the Contractor and shall be subject to modification, amendment or withdrawal by the Contractor only with the express written consent and approval of the Member Jurisdiction.

Section 2.09. The Contractor shall not be obligated to perform, and the Member Jurisdiction will not be obligated to compensate the Contractor for, any work which is outside the scope of the Recycling Services set forth in this Agreement or any Confirmation.

Section 2.10. Each month that the Contractor performs Recycling Services under a Confirmation, the Contractor will provide the Authority with a copy of all invoices, recycling reports and weight tickets. A copy of invoices, recycling reports and weight tickets will also be submitted to the Member Jurisdiction to confirm the work performed and the performance of

Recycling Services by the Contractor during the previous month. The Contractor shall maintain all documents and records related to work performed pursuant to the terms of this Agreement and shall, upon the request of the Authority or the Member Jurisdiction, deliver to the Authority and the Member Jurisdiction all information, data, documents, records, reports, drawings, and the like prepared in the course of performing the Recycling Services pursuant to a Confirmation (including, without limitation, information regarding the names and addresses of any persons, firms, or agencies dealt with by the Contractor in the performance of such work). All materials prepared by the Contractor in connection with this Agreement, including but not limited to records, drawings and reports shall be the sole and absolute property of the Member Jurisdiction. The Member Jurisdiction reserves the right to use any such material in any manner. Any use, reuse or modification of the documents shall be at the Member Jurisdiction's sole risk without liability or legal exposure to the Contractor unless approved in writing by the Contractor prior to such reuse or modification. For money owed to a Member Jurisdiction, 6% interest will be assessed for payments received 60 days after the end of the month invoiced.

Section 2.11. The Contractor shall provide, at the Contractor's own expense, all personnel needed to perform the Recycling Services or work required under any Confirmation. All such personnel shall be qualified and authorized under applicable Federal, State and local laws and regulations to perform their respective functions. The Contractor shall ensure that none of the Contractor's employees has any direct or indirect interest, which would conflict in any manner with the performance of the Contractor's performance of its obligations under this Agreement or any Confirmation. The Contractor shall be responsible for any withholding taxes and social security payment due as a result of payment made by the Member Jurisdiction to the Contractor.

ARTICLE 3 – EVENTS OF DEFAULT; REMEDIES FOR NONPERFORMANCE;

TERMINATION

Section 3.01. The following constitute Events of Default under this Agreement: the Contractor materially fails, or refuses, to comply with any of the terms of this Agreement, or a Confirmation, including (1) if the Contractor fails to provide sufficient Collection and/or Large Storage Containers, fails to accept Acceptable Material from the Recycling Area, fails to provide Recycling Services, or fails to perform any of its other obligations in connection with a Transaction, and such failure is not excused under the terms of the Confirmation or by the Member Jurisdiction's failure to perform its obligations in connection with the Transaction; (2) the failure by a Contractor to execute a Confirmation requested by a Member Jurisdiction as provided in Section 1.01; (3) failure

of the Contractor to provide required recycling reports and weight tickets or make required payment within 60 days after the date due pursuant to Section 2.10; and (4) as provided in Sections 3.03, 3.04, and 3.07 of this Master Service Agreement. If an Event of Default is not cured by the Contractor within five business days of notice from the Member Jurisdiction, the Member Jurisdiction may terminate the applicable Confirmation. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority and/or a Member Jurisdiction to damages incurred as a result of a breach of the Agreement or of a Confirmation by Contractor, including the cost to make alternative arrangements to obtain performance of the Recycling Services should Contractor fail to provide the services in accord with the Agreement and/or Confirmation.

Section 3.02. If a Member Jurisdiction fails to provide a Recycling Area for the collection of Acceptable Material or fails to compensate the Contractor for Recycling Services in accordance with the Confirmation, and such failure is not excused under the terms of the Confirmation or by the Contractor's failure to perform its obligations in connection with the Transaction, then the Contractor may terminate the applicable Confirmation upon 30 days' written notice to the Member Jurisdiction. In such an event the Member Jurisdiction will be liable to the Contractor for the cost of work performed to the date of termination.

Section 3.03. The Authority and each Member Jurisdiction reserves the right to inspect the Contractor's recycling facilities and sites at any time after the execution of this Agreement. The Authority may terminate this Agreement or a Member Jurisdiction may terminate a Confirmation if, in the reasonable opinion of the Authority or the Member Jurisdiction, as the case may be, the Contractor's recycling facilities or sites have or have developed an unacceptable record of non-compliance with applicable Federal, State or local laws or regulations, or, in the reasonable opinion of the Authority or the Member Jurisdiction, have an unsatisfactory method of operation or site conditions, either of which will constitute an Event of Default.

Section 3.04. The Authority may terminate this Agreement or a Member Jurisdiction may terminate a Confirmation, in each case, without liability to the Contractor, upon the occurrence of one any of the following conditions:

- (a) An Event of Default as set forth in Section 3.01.
- (b) The Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Agreement or a Confirmation.

- (c) The Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of this Agreement.
- (d) Contractor fails to maintain required Insurance, the required performance bond, or financial responsibility requirements.

Section 3.05. Upon termination of this Agreement or Confirmation, the Contractor shall promptly remove the Collection and/or Large Storage Containers from the applicable Recycling Area(s) and shall only be paid for the earned value of work performed to the date of termination under the terminated Confirmation(s), as determined by the Member Jurisdiction. Under no circumstances shall Contractor be entitled to payment of any future costs or anticipated profits under any terminated Confirmation(s). If this Agreement, or any Confirmation, is terminated because the Contractor, or any of the Contractor's officers, partners, principals, or employees is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under any Confirmation, then the Contractor shall refund to the applicable Member Jurisdiction(s) any and all profits realized under such Confirmation. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority or any Member Jurisdiction.

Section 3.06. A Member Jurisdiction may, without liability, terminate a Confirmation for its own convenience upon written notice to the Contractor at least 30 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed to the date of such termination.

Section 3.07. If the Contractor fails to perform its obligations pursuant to this Agreement, as further set forth in any Confirmation, and that failure to perform creates a danger to health or safety at the Recycling Area of a Member Jurisdiction that is not cured within 24 hours of notice to the Contractor that the condition exists, such a failure constitutes a default under this Agreement for which the Agreement may be terminated. Irrespective of whether or not the Agreement is so terminated, the Contractor will be liable for any and all damages caused by this failure to perform, including but not limited to the costs to make alternative arrangements to have the obligations performed.

ARTICLE 4 - TERM

Section 4.01. The term of this Agreement begins on January 1, 2017 and ends on January 15,

2019. Any Confirmation shall terminate according to the provisions of the Confirmation, but no later than the end of the term of this Agreement.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.01. On the date of this Agreement and the date of entering into each Confirmation, the Contractor represents and warrants to the Authority and each Member Jurisdiction that:

(a) It is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation, qualified to conduct business in the State of Maryland and in good standing under the laws of the State of Maryland.

(b) It has all regulatory authorizations and approvals necessary for it to legally perform its obligations under this Agreement and each Confirmation.

(c) The execution, delivery, and performance of this Agreement and each Confirmation are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable law, rule, statute or regulation order.

(d) This Agreement, each Confirmation and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms.

(e) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

(f) There is no pending or, to its knowledge, threatened against it any legal proceeding that could materially adversely affect its ability to perform its obligations under this Agreement and each Confirmation.

(g) It has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the making of this Agreement.

(h) No employee of the Authority or Member Jurisdictions, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the Contractor.

Section 5.02. Upon any breach of the representations or warranties of this Article, the Authority or a Member Jurisdiction, may terminate this Agreement without liability. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority or a Member Jurisdiction.

ARTICLE 6 - DISPUTES

Section 6.01. The Contractor and the Authority shall exercise reasonable efforts to informally resolve all disputes under this Agreement according to the procedures in Section 6.02 below, before resorting to legal action.

Section 6.02.

(a) Whenever a dispute arises under this Agreement a designated representative of each Party with authority to resolve the matter on behalf of such Party shall meet to discuss and attempt to resolve the matter.

(b) If the meeting of the designated representatives does not result in a resolution of the dispute, each Party may continue to attempt to resolve the dispute by submitting a written notice to the other Party describing the specific basis of the dispute.

(c) Within 15 calendar days after the receipt of written notice, an officer of each Party authorized to resolve such dispute shall meet and attempt to settle the dispute. If the Parties reach agreement, then they shall immediately take any action agreed upon and make any payments required. If the Parties fail to reach agreement, then this informal dispute resolution process will be deemed concluded.

Section 6.03. After unsuccessfully concluding the informal dispute resolution proceedings described in Section 6.02 above, either Party may then resort to any legal recourse available to obtain resolution of the dispute. Formal disputes shall be governed by, subject to, and construed in all respect in accordance with the laws of the State of Maryland without reference to the conflict of laws and rules thereof.

Section 6.04. The provisions of this Article 6 shall not limit the rights of the Parties to terminate this Agreement in accord with its provisions, or affect the effectiveness of a termination of this Agreement or a Confirmation made in accordance with the provisions of this Agreement.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.01. The Contractor shall comply with all applicable Federal, State and local legal and regulatory requirements in the performance of its obligations under this Agreement and any Confirmation. The Contractor shall obtain and maintain, at the Contractor's own expense, any licenses, permits or insurance needed to comply with such requirements. During the term of this Agreement, the Contractor shall not at any time be in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits.

Section 7.02. The Contractor shall conduct itself in a manner consistent with its status as a contractor of the Authority and each Member Jurisdiction under the terms of this Agreement and any Confirmation and shall neither hold itself out as, nor claim to be, an agent, representative, officer or employee of the Authority or a Member Jurisdiction by reason hereof, and shall not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an agent, representative, officer or employee of the Authority or a Member Jurisdiction. Nothing herein shall be construed as authorizing the Contractor to enter into any contract or agreement, or to incur and obligation whatsoever, on behalf of the Authority or a Member Jurisdiction.

Section 7.03. The Contractor shall indemnify and hold harmless the Authority and its governing board, members (including the Member Jurisdictions), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with the Contractor's performance or omission of any act in connection with this Agreement (including any Confirmation), unless it is the result of intentional misconduct or gross negligence of the Authority and/or Member Jurisdiction; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including reasonable attorneys' fees. The provisions of this Section 7.03 shall survive, and shall continue in full force and effect for a period of three years following the termination or expiration of this Agreement, but only to the extent that the act or event giving rise to indemnification hereunder occurred prior to such termination or expiration and only to the extent the Contractor is provided with written notice of a claim under the indemnification provisions of this Section 7.03 on or before the expiration of such three year period.

Section 7.04. The Contractor shall procure, as necessary, and maintain, until the termination of this Agreement, the insurance at the limits described in Exhibit B. The Contractor shall maintain the minimum insurance coverages required by this Agreement and ensure that the insurance policy will not be canceled, interrupted or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption or modification.

Section 7.05. Prior to the start of the term of the Agreement, the Contractor shall provide the Authority with a performance bond in the amount of \$50,000 for each Confirmation with a Member Jurisdiction to which the Contractor is a party. If a Confirmation is entered into subsequent to the start of the term of the Agreement, the Contractor shall provide a performance bond in the same amount before the effective date of such Confirmation. The performance bond must be in effect for the term of this Agreement, and must be substantially in the form set forth in Appendix D to the Request for Proposals.

Section 7.06.

(a) The Contractor shall not release, other than to the Authority or a Member Jurisdiction, or publish any information, reports, or documents relating to work performed under this Agreement without the express written consent of the Authority except for information, reports or documents already in the public domain, already in possession of the Contractor, received from a third party with a right to disclose such information or required to be disclosed by operation of law.

(b) The Contractor has a special duty to the Authority and each Member Jurisdiction to maintain confidentiality of documents, information and records that come under the Contractor's control. The Contractor shall refer to the Authority any and all requests for information from persons other than employees of the Contractor, the Authority or a Member Jurisdiction.

Section 7.07. The Contractor and the Authority hereby acknowledge and agree that (a) the Authority is entering into this Agreement on behalf of and for the benefit of each Member Jurisdiction, (b) under no circumstances shall the Authority (i) have any obligation or liability to the Contractor or a Member Jurisdiction under any Confirmation, or in connection with any Transaction or (ii) be obligated to perform any obligation of the Member Jurisdiction.

Section 7.08 The Contractor shall not assign this Agreement or any Confirmation or its rights hereunder or thereunder without the prior written consent of the Authority and the Member Jurisdiction (in the case of a Confirmation), which consent may be withheld in the exercise of the Authority's and Member Jurisdiction's sole discretion. Any assignment is in violation of this

Section 7.08 and shall be null and void.

Section 7.09. The Company shall not discriminate or permit discrimination against a person because of race, color, religion, national origin or sex, and shall comply with all applicable laws regarding equal opportunity and non-discrimination. This provision is a material term of this Agreement.

Section 7.10. This Agreement shall be governed in accordance with the laws of the State of Maryland without reference to the conflict of laws rules thereof. The Contractor and the Authority hereby agree that any legal proceedings which may arise under this Agreement shall be brought in the Circuit Court of a Member Jurisdiction which is a party to the Confirmation(s) at issue in the dispute. The Contractor agrees that it shall submit to the jurisdiction of that Circuit Court for the purposes of all legal proceedings that may arise under the Agreement.

Section 7.11. If any provision hereof shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 7.12. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Contractor and the Authority.

Section 7.13. All notices, consents, approvals and requests ("Notices") provided for or permitted to be given under this Agreement must be in writing. Notices to the Authority or the Contractor must be delivered to such Party at the address for such Party set forth in first paragraph of this Agreement. Notices shall be (a) sent by certified U.S. Mail with return receipt requested (with confirmation thereof) or (b) delivered personally (including delivery by private courier services). Such Notices shall be deemed to be duly given when received unless the day of receipt is not a business day, in which case such delivery shall be deemed to be made as of the next succeeding business day.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Attest:

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

By: _____
Name: _____
Title: Executive Director

Attest:

[COMPANY]

By: _____
Name: _____
Title: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

EXHIBIT B
INSURANCE REQUIREMENTS

General Insurance Requirements

- A. Company shall not commence services until Company has obtained, at Company's own expense, all of the insurance as required hereunder and such insurance has been approved by Authority. Approval of insurance required of Company will be granted only after submission to Authority of original certificates of insurance signed by authorized representatives of the insurers.
- B. Company shall require its Subcontractors to maintain insurance during the term of the Agreement, to the same extent required of Company.
- C. All insurers underwriting Company's insurance must be allowed to do business in Maryland and acceptable to Authority. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or higher in the latest evaluation by A. M. Best Company, unless Authority grants specific approval for an exception.
- D. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until thirty (30) days prior written notice has been given to Authority.
- E. Insurance provided to Authority and its directors, officers and employees by Consultant shall be primary, and any other insurance, coverage or indemnity available to Authority and its directors, officers and employees shall be excess of and non-contributory with insurance provided by Company.
- F. If any liability insurance purchased by Company has been issued on a "claims made" basis, Company must comply with the following additional conditions.

Company must either:

- 1. Agree to provide certificates of insurance to Authority evidencing the coverages for a period of two years after the Agreement terminates or expires, whichever is earlier. Such certificates shall evidence a retroactive date no later than the beginning of the services under this Agreement, or
- 2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date the Agreement terminates or expires, whichever is earlier and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services under this Agreement.

Company's Liability Insurance

Company shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

1. Commercial general liability insurance that insures against claims for bodily injury, property damage, and personal and advertising injury arising out of or in connection with services under this Agreement, whether such operations be by Company, its employees or Subcontractors or their employees. The minimum limits of liability for this insurance are as follows:
 - \$1,000,000 combined single limit - each occurrence
 - \$2,000,000 combined single limit - general aggregate
 - \$2,000,000 combined single limit - products/completed operations aggregate

This insurance shall include coverage for all of the following:

- Any general aggregate limit shall apply per project;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations;
- Contractual liability including protection for Company from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
- Liability arising from the explosion, collapse and underground (XCU) hazards.

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This insurance shall name Authority and its directors, officers and employees and the affected Member Jurisdiction(s) and its directors, officers and employees as insureds with respect to liability arising out of or in connection with services under this Agreement, and must include a waiver of subrogation; the certificate of insurance must so state this.

2. Business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:
 - The maintenance, use or operation of any auto; and
 - Contractual liability including protection for Company from bodily injury and property damage claims arising out of liability assumed under this Agreement.
3. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits and must include a waiver of subrogation:
 - \$100,000 each accident for bodily injury by accident;
 - \$100,000 each employee for bodily injury by disease; and
 - \$500,000 policy limit for bodily injury by disease.

4. Umbrella excess liability or excess liability insurance with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 aggregate other than products/completed operations and auto liability; and
- \$1,000,000 products/completed operations aggregate, and including all of the following coverages on the applicable schedule of underlying insurance:
 - commercial general liability;
 - business auto liability; and
 - employer's liability.

This insurance shall name Authority and its directors, officers and employees as insureds with respect to liability arising out of or in connection with services under this Agreement, and must include a waiver of subrogation; the certificate of insurance must so state this.

5. Environmental Liability Coverage

The Company shall acquire and maintain Environmental Impairment Liability Insurance including sudden, non-sudden and gradual exposure, for all of the Company's operations hereunder, including but not limited to disposal of Waste pursuant to the Service Agreement. The Company shall purchase limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for any release of toxics or hazardous Waste or other hazardous substance requiring monitoring, cleanup or corrective action under CERCLA. A combination of primary and excess coverage is acceptable, provided that there are no pollution exclusions in either policy and a waiver of subrogation is included.

The Company must provide the Authority with evidence that the disposal site owner carries insurance for site property damage. In addition, the Company must provide the Authority with evidence that the disposal site, if a landfill, carries environmental impairment liability insurance for that site of at least \$10,000,000.

EXHIBIT C
REQUEST FOR PROPOSALS