


MEMORANDUM

FROM: Diana McKenney, Project Manager 

TO: Interested Parties

DATE: May 27, 2026

SUBJECT: ADDENDUM #1 FOR THE REQUEST FOR PROPOSALS (“RFP”) FOR SINGLE
STREAM RECYCLABLES COLLECTION SERVICE FOR FREDERICK COUNTY,
MARYLAND

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is requesting proposals from firms or contractors qualified to provide Single Stream Recyclables Collection Services and County Office Recycling Program (“CORP”) Materials Collection Service in Frederick County, Maryland (the “County”). This Addendum No. 1 is to amend the RFP, provide information about the pre-proposal conference attendance, and answer the Proposer questions that were submitted by the Question Submittal Date of Friday, May 15, 2026. The answers issued by written addenda will be binding on the Authority and the Proposers, including the answers provided below.

Please see the attached agenda with attendance list from the pre-proposal conference on May 1, 2026.

A reminder that proposals must be emailed to the Authority at procurement@nmwda.org with the subject line “Single Stream Recyclables Collection Service RFP for Frederick County” no later than 4:00 p.m., Local Time, on **Thursday, June 18, 2026**.

The following amendments are made to the RFP and or the draft Service Agreement as noted:

410.333.2730 / 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:

Karen Henry, Anne Arundel County / Vacant, Baltimore City / Anthony Russell, Jr., Baltimore County / Bryan Bokey, Carroll County
Maria Monteiro-E-Pereira, Frederick County / Joseph J. Siemek, Harford County / Mark A. DeLuca, Howard County / Guillermo Wainer,
Montgomery County / Charles Glass, Maryland Environmental Service / Andrew Kays, Executive Director



- Section **2.8.1** of the RFP is hereby amended and replaced with the following language: “No subcontractor substitution is allowed prior to the start of service or for the first six (6) months of Service. To clarify, only the Contractor and the subcontractor(s) identified and included in the Contractor’s initial proposal are allowed to perform the Service during the first six (6) months of the Service Agreement.”
- Section 2.8.2 of the RFP is hereby amended and replaced with the following language: “**2.8.2 Subcontractor Substitution Six (6) Months After the start of Service**
Six months after the start of Service, the Contractor may submit a written request for the consideration of the use of a subcontractor (if no subcontractor was initially proposed) or for the use of a different subcontractor (if a subcontractor was initially proposed) for no more than a total of 49% of the Service. The proposal package must include all of the technical documentation (for the subcontractor) required under the RFP for consideration. The proposal shall reflect the proposed routes to be changed to the subcontractor, as well as the defined transition plan for the Service.

The Authority and the County will review the proposal and, if accepted, provide written approval of the same to the Contractor and the subcontractor.”

- Section 5.1 of the RFP is hereby amended and replaced with the following language: “5.1 The Proposer shall identify all subcontractors proposed to perform Services under this Scope of Work. Any subcontractors utilized under this Contract must perform at least 10%, but, in aggregate, no more than 49%, of the Services. **For each subcontractor identified, the Proposer shall** provide a copy of the current proof of good standing with MD SDAT. Provide copies of Maryland SHA or City of Baltimore certifications for the Proposer and subcontractor(s) for any MBE/WBE/SBE, if such status is claimed.”
- The first sentence of RFP Section 5.6 Performance Bond of Letter of Credit shall be amended and replaced with the following language: “The Contractor will be required to obtain and submit to the Authority a Performance Bond or Letter of

Credit in the amount equal to the **Annual Contract Sum** as determined by Appendix C and shall be similar to the form provided in the Service Contract.”

- RFP Appendix C: Price Proposals, Paragraph 3 shall be amended and replaced with the following language to match Section 7.3.1.1 of the draft Service Agreement:
“The Authority shall pay Contractor for Residential Recyclable Materials Collection Services an amount equal to the number of Residential Service Units on the Residential Materials Collection Service Customer List as of the **fifteenth (15th)** of the month for which payment is being made multiplied by the Residential Recyclable Materials Service Fee by the end of the month that the Authority receives the invoice via EFT.”

- RFP Appendix E: Residential Recycling Collection Route Information shall be amended to include the following information on Back door homes and Restrictions routes:
 - Back Door Service – 35 homes (as of April 2026)
 - Height Restrictions Bridge – Utica Road – 13 homes
 - Weight Restrictions Bridges – Hornets Nest Road (29 homes); Friends Ln (7 homes); Friends Creeks Rd (35 homes)
 - No Turn around – Palmer Rd (14 homes)

- The introductory paragraph to the draft Service Agreement shall be amended and replaced with the following language: “THIS AGREEMENT (“Agreement”) made and entered into the ____ of _____, 2026 by and between Northeast Maryland Waste Disposal Authority, ("Authority"), Tower II Suite 402, 100 South Charles Street, Baltimore MD 21201, a political corporation of the State of Maryland, and XXXXXXXXXXX ("Contractor"), a Contractor licensed for the management of refuse and recycling operations.”

- The next to last sentence of Section 4.2.7.3 Replacement Due to Lost, Stolen or Damaged Beyond Repair of the draft Service Agreement shall be amended and replaced with the following language: “For additional replacements beyond those as provided in this Agreement, the County shall pay for the County Recycling Container.”

- Section 7.4 of the draft of the draft Service Agreement shall be amended and replaced with the following language: “Revenues from the payment of recyclable materials revenues will not involve the Contractor.”
- The last sentence of Section 11.2.1 of the draft Service Agreement shall be amended and replaced with the following language: “If the Contractor fails to comply with this provision, the Authority reserves the right to ensure that the Missed Collection service is made, either with its own source or an outside source, and to charge all costs, plus reasonable overhead, to the Contractor, to be finalized and deducted on a **quarterly basis.**”
- The second sentence of Section 12 Performance Standards of the draft Service Agreement shall be amended and replaced with the following language: “Based upon an investigation, Contract Administrator shall determine **whether recovery costs shall be assessed against Contractor for Service Agreement violations,** as described in this Agreement.”
- The second sentence of Section 14.1 Letter of Credit of the draft Service Agreement shall be amended and replaced with the following language: “The Letter of Credit shall secure the faithful performance of this Agreement and all obligations arising hereunder in the amount equal to the **Annual Contract Sum** and be in substantially the form set forth in Appendix C hereto.”
- The second sentence of Section 14.2 Performance Bond of the draft Service Agreement shall be amended and replaced with the following language: “The Successful Bidder(s) shall furnish to the Authority, within fifteen (15) days or less of notification of an award, a Performance Bond in the amount **equal to the Annual Contract Sum,** which shall be conditioned upon the faithful performance of each and every term, condition, and provision of the Contract and be in substantially the form set forth in Appendix D hereto”
- Section 20.3.i of the draft Service Agreement shall be amended and replaced with the following language: “The supervision of the collection service(s) will be this

supervisor's primary role, and they shall be dedicated primarily to such supervisory activities throughout their workday.”

- Section 24.1.1 of the draft Service Agreement shall be amended and replaced with the following language: “In the event the parties are unable to settle the dispute through mediation, then the dispute may proceed to litigation in a court of competent jurisdiction in Frederick **County**, Maryland.”

The following questions were submitted to the Authority:

1) Could you please provide a copy of the existing contract and pricing?

The County currently holds a contract with Ecology Services Inc. The overall contract amount paid in FY25 was \$4,460,345.07. The County is not disclosing the particulars of a competitor’s pricing to the extent that the information involves trade secrets, confidential business and financial information.

2) Could you please provide the current tonnages collected? Ideally by day.

Please see Attachment A to this Addendum No. 1 for recycling material tonnages collected from March 2025 to April 2026.

3) The RFP states the term of the contract will begin 3/1/27 and ending 6/30/32 with three one-year extension options at the sole discretion of the Authority.

Would the Authority/Frederick County consider the extension options mutual?

No, the extension options are at the sole discretion of the Authority. The Authority’s rules and regulations, as well as established case law, require a competitive bidding process that does not allow for the mutual renewal of options for contracts (see COMAR Sec. 14.13.01 (Procurement Procedures) and *Mayor of Baltimore v. Bio Gro Systems, Inc.*, 300 Md. 248 (Md. 1984)).

4) The price proposal asks for pricing for both residential recycling collection service and County office recycling. Can you bid on just the residential recycling or County office recycling or do you have to bid on both?

No, as stated in the second paragraph of Section 1: Background and Purpose in the RFP, “The Proposer must submit Price Proposals for ALL Single Stream Recyclables Collection Services” which includes both the Residential Single Stream Recyclables Collection Service and the County Office Recycling Program (CORP) Materials Collection Service?

5) Appendix F lists the collection day(s) and approximate service time. Since most of the County office buildings receive 1/week or less, is there flexibility on the pickup days and time?

Collection days and approximate service times are *not* flexible for Frederick County Courthouse at 100 W. Patrick St., C. Burr Artz Public Library at 100 E. Patrick St., and 1501 Tilco Dr. Other County office buildings have some flexibility, though any changes to the schedule will need to be arranged with the office building, the Authority, and the County.

6) Appendix F Residential Recycling Collection Route Information currently provides the number of homes serviced on each street. Can you please provide the actual address for each home serviced? This will help determine the number of trucks needed to service this contract.

Please see Attachment C to this Addendum No. 1 for the addresses for each home serviced.

7) Appendix E Residential Recycling Collection Route Information is showing 10 routes/day. Are you allowed to add additional trucks or routes/day? Is the current contractor running the routes with 10 trucks/day and if not, can you please provide the current number of trucks/routes/day?

Please see Attachment B to this Addendum No. 1 for information about trucks and routes/day. Contractors are able to add additional trucks. Changes to routes would need to go through the process stipulated in Section 8.1.3 of the Service Agreement.

8) Can you please make annual rate adjustments based on CPI-Water/Sewer/Trash (W/S/T). CPI -W/S/T is more reflective of our industry?

No, the annual rate adjustments will be made using the Bureau of Labor Statistics Consumer Price Index, ("CPI") for the Washington-Arlington-Alexandria Area, as stipulated in the Section 7.5.1 of the draft Service Agreement.

9) Can you also please remove the 4% cap?

No, the maximum CPI increase per year will remain 4%.

10) Can you please provide a breakdown over the past year of any violations issued to the current contractor and the dollar amount issued?

The particulars of a competitor's contract are not shared to the extent that the information involves trade secrets, confidential business and financial information.

11) Can you please confirm that only a dedicated field supervisor along with drivers and helpers are required under this contract

Yes, the only positions required under the service contract are a dedicated field supervisor along with drivers and helpers as required to fulfill the obligations under the contract.

12) Can you please provide the current pricing for the residential service per unit and the price per lift for the county offices?

Please see the answer to Question 1 above.

13) In the event of a conflict between the RFP and the Service Agreement, which document will control?

In cases of conflict, the executed Service Agreement takes precedence, followed by the Request for Proposals (RFP), and finally the vendor's proposal.

14) Please clarify the required performance security amount. The documents reference six months estimated compensation, a fixed \$500,000 amount, 50% of annual contract value, and one year of service. Please confirm the correct requirement.

The Contractor will be required to obtain and submit to the Authority a Performance Bond or Letter of Credit in the amount equal to the Annual Contract Sum as determined by Appendix C (Price Proposal). There are amendments to the language in Section 5.6 of the RFP and Sections 14.1 and 14.2 of the draft Service Contract on pages 2 and 3 of this Addendum No. 1 accordingly.

15) Please confirm whether pricing is to be submitted as a monthly, bi-weekly, or annualized per residential service unit rate, and which pricing structure will govern contract payments

Appendix C: Price Proposals requests the Bi-Weekly Price Per Residential Service Unit then shows simply multiplication by 26 to reach an Annual Price Per Residential Service Unit. This is for the purposes of comparing Price Proposals during procurement rather than dictating how contract payments will proceed.

RFP Appendix C Price Proposals, Paragraph 3 and Section 7.3.1.1 of the draft Service Agreement address contract payments for residential collection.

16) Is Appendix E the controlling route count and workload basis for pricing purposes, and will route data be made available in GIS or routing software format in addition to PDF format?

Attachment C to this Addendum No. 1 is the controlling route count and workload basis for pricing purposes. Route data will not be made available in GIS or routing software.

17) Which routes or service areas have historically experienced the highest levels of missed pickups, delays, weather impacts, access issues, or late-day unloading challenges under the current contract?

No route-level representations are made regarding consistently higher missed pickups, delays, weather impacts, access issues, or late-day unloading challenges under the current contract. These events are highly variable and driven by transient factors (weather, traffic incidents, temporary access restrictions, equipment failures, etc.), and therefore do not form a reliable, repeatable pattern that can be formally certified.

18) Please confirm whether all verbal responses provided during the pre-bid meeting will be issued through formal written addendum.

While the above questions cover the majority of those asked in the pre-proposal conference, there is no guarantee that all verbal responses provided during the conference will be issued through formal written addendum.

As stated during the pre-proposal meeting and as stated in Section 2.3 of the RFP, the Authority will issue written Addenda that describe changes, interpretations, or clarifications considered necessary by the County in response to Proposers' written questions. The Authority will mail or deliver the Addenda to all parties recorded by the Authority as having received the RFP documents. Only answers issued by formal written Addenda will be binding on the Authority and the Proposers. Oral and other interpretations or clarifications, such as those provided during the pre-proposal conference meeting, will be without legal effect.

19) Are new collection vehicles required for this contract, or may the Contractor utilize existing/refurbished vehicles that are properly maintained and meet all operational requirements?

Section 15.1.2 of the draft Service Agreement addresses this question: "The average age of the collection fleet used for the Service cannot exceed six (6) years, with no vehicle older than eight (8) years, from the start of the Service to the end of the second year in the initial term of Service. After the first day of the 3rd year of the initial period of the Service, and for

every year thereafter, the average age of the collection fleet of the Contractor used for the Service cannot exceed four (4) years.”

20) Please provide the current annual contract value and/or current pricing structure for the existing residential recycling collection services contract.

Please see the response to Question 1 above.

21) Is the Contractor responsible for providing, replacing, repairing, or distributing recycling containers to residents under this contract?

Section 4.2.7 of the draft Service Agreement addresses this question in full. In summary, the Contractor will be responsible for delivering County Recycling Containers to new Residential Service Units and County Facilities or when a customer wants to replace a Recycling Container for a different County Recycling Container (only first replacement will be delivered at the expense of the Contractor). At Contractor’s expense, the Contractor will also be responsible for delivering replacement County Recycling Containers in cases where Recycling Containers were reported as lost, destroyed, or stolen. If the destruction or damage was caused by the Contractor or Contractor’s employees or equipment, the cost of the replacement Recycling Containers will be deducted from the payment for collection services.

22) Please clarify whether the Price Proposal Form should reflect pricing on a per-pickup basis, annual basis, monthly basis, or another format intended by the Authority.

Please see the response to Question 15 above. Additionally, the CORP pricing requests a per lift pricing for the sake of comparing offers, but these services will also be invoiced on a monthly basis along with the residential pricing.

23) Please provide the approximate number and type of collection vehicles currently being utilized to service the County’s residential recycling routes, including the number of rear-load vehicles currently in operation.

Please see the response to Question 7 above and Attachment B to this Addendum No. 1 for information about trucks and routes/day. All current trucks are rear-load vehicles.

24) Can the Authority provide us with a list of all the addresses that are serviced on this contract including House number, Street Name, City, and Zip Code?

Please see the response to Question 6 above and Attachment C.

25) Can you provide Monthly tonnage reports?

Please see the response to Question 2 above and Attachment A of this Addendum No. 1 for information about tonnages collected.

26) Is the Contractor's use of the designated County recycling facility guaranteed to remain at no cost for the duration of the contract, including all renewal periods?

Yes, the Contractor's use of the designated County recycling facilities is guaranteed to remain at no cost to the Selected Contractor for the purposes of Single Stream Recyclable Materials Collection Services over the duration of the contract, including all renewal periods.

27) Can you please provide bid price from last bidding and current rate?

Please see the response to Question 1 above.

28) Regarding truck requirements, can we use various collection vehicles including rear load, side load, non CDL vehicles?

Contractors may determine which collection vehicles to use and could include rear load, side load, non-CDL vehicles, etc.

29) Our facility is located adjacent to the eastern border of Frederick County that spans multiple county lines. Will you allow consideration on the location of our facility as we're not specifically inside Frederick County?

Yes, if the selected Contractor already has facilities/offices located near Frederick County, the draft Service Agreement will be updated to reflect that that location is acceptable.

30) Service Agreement – Introductory Paragraph. Given that this is a recycling contract, the contractor may not be licensed to manage hazardous waste, so will you please change the end of the sentence to read: "licensed for the management of refuse and recycling operations"?

Yes, this change was accepted and is among the Service Agreement revisions on page 2 of this Addendum No. 1.

31) Service Agreement – Definition of Contractor-Generated Waste. Would the Authority consider a different defined term for this given that the service provider under the Contract is also "Contractor". Perhaps Third-Party Contractor-Generated Waste or something along those lines.

The term "Contractor-Generated Waste" only comes up in the definition of "Exempt Waste" within the Service Agreement. The Contractor under this Service Agreement will be

handling Recyclable Materials under the contract, not Solid Waste. Solid Waste from any Contractor, including service provider for this contract, will be Exempt Waste.

32) Key Personnel. Will the County consider removing “and other management related staff” from this defined term as that is ambiguous and could pick up individuals who do not have corporate authority to bind the Contractor.

No, the definition of Key Personnel will remain.

33) Payment for Recyclable Materials Revenues. Please explain how this will work (Section 7.4). Does the Authority receive all the recycling revenue?

Please see the above Amendment to the language of Section 7.4. of the Service Agreement. The Contractor (and Authority) will not be involved with the recycling revenue. The County has a separate contract for the sale of recyclable materials.

34) Changes in Recycling Markets. Would the Authority consider a provision to address removal of certain recyclable materials if the market changes materially?

Section 4.2.5 of the Service Agreement addresses this: “The Authority reserves the right to amend the list of acceptable Recyclable Materials at any time throughout the term of this contract without affecting service fees.”

35) Termination for Cause. Would the Authority consider making Section 10.7.1 mutual so that the Contractor has termination rights if the County defaults and fails to cure the default?

No, Section 10.7.1 is intended to address termination rights specifically in the event of Contractor default. The County will not revise this provision to make the termination rights mutual.

36) Indemnification. Would the Authority consider adding “reasonable” before attorneys’ fees in Section 19?

Section 19 is revised to include the word “reasonable” before attorneys’ fees.

37) Sale or Disposal of Assets. Would the County consider adding to Section 23 that this does not apply to assets sold or disposed of in the ordinary course of business? We don’t want to inadvertently prevent the usual turnover of old equipment and assets.

This section will only pertain to those assets that are necessary for the performance of this contract. If performance of the contract would not be impacted by the sale or disposal of

assets in the ordinary course of business, then this Section 23 would not apply. For example, if one truck needs to be sold or disposed of, the Authority need not provide written consent for such sale or disposal. However, if enough trucks need to be sold or disposed of at once that it would reasonably impact operations, then the Authority needs to provide written consent before the Contractor can initiate such sale or disposal.

38) Could you please provide the tons of recyclables collected under this contract for the past year?

17,548.5 tons of recyclables were collected in calendar year 2025. For additional tonnages details, please see response to Question 2 and Attachment A.

39) Does the contractor only have to provide the introduction notice to new customers and if the contractor changes the collection day? Does the contractor have to provide any other notices during the year if there are no changes?

The contractor only has to provide the introduction notice to new customers or if the contractor changes the collection day. Section 5.2 of the Service Agreement covers the need for the contractor to provide and track non-collection notices as well.

ATTACHMENT A: RECYCLING MATERIAL TONNAGES

See email for attachment contents

ATTACHMENT B: TRUCK STATISTICS SUMMARY

See email for attachment contents

ATTACHMENT C: ROUTES & HOMES STATISTICS

See email for attachment contents