REQUEST

FOR

PROPOSALS

FOR

NEW ENCLOSED FLARE AND BLOWER SKID
AT EASTERN SANITARY LANDFILL LOCATED IN
BALTIMORE COUNTY, MARYLAND

Issued: August 25, 2026

RFP Due Date: October 9, 2026

RFP Due Time: 4:00 PM Local Time

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

REQUEST FOR PROPOSALS

FOR

NEW ENCLOSED FLARE AND BLOWER SKID

The Northeast Maryland Waste Disposal Authority (the "Authority"), a multi-jurisdictional agency, is requesting proposals from qualified vendors to furnish a New Enclosed Flare and Blower Skid at the Eastern Sanitary Landfill in Baltimore County, MD (the "Facility"). The equipment to be furnished includes, but is not limited to, a new enclosed flare, three new blowers, plus control and monitoring equipment. The new equipment shall be furnished in accordance with Exhibits (1-3), prepared by the Authority's engineer, SCS Engineers.

The Authority was established as a public corporation by Chapter 871, Acts of 1980 to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Participating jurisdictions include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery Counties. The Authority acts as a coordinating and management agency for solid waste management projects. Additional information can be found on the Authority website, www.nmwda.org.

Copies of the RFP are available upon request from the Northeast Maryland Waste Disposal Authority by sending an email to procurement@nmwda.org.

Proposals will be accepted until 4:00 p.m. local time on Friday, October 9, 2026.

PROPOSER'S CONTACT INFORMATION FORM

(1st) Name: ____

Title: ____

Email: ____

(2nd) Name: ____
(optional)

Title: ____

Email: ____

Company: ____

Address: ____

____

Telephone Number: ____

Please email completed form to procurement@nmwda.org.

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402, 100 South Charles Street
Baltimore, MD 21201-2705

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

REQUEST FOR PROPOSALS

FOR

NEW ENCLOSED FLARE AND BLOWER SKID AT EASTERN SANITARY LANDFILL IN BALTIMORE COUNTY, MD

Proposers are invited to submit proposals in conformance with the requirements described below:

PART 1 - RFP INFORMATION

1.1 PURPOSE :

The Northeast Maryland Waste Disposal Authority (the "Authority"), a multi-jurisdictional agency, is requesting proposals from qualified vendors for the purchase of a New Enclosed Flare and Blower Skid at the Eastern Sanitary Landfill, located in Baltimore County, Maryland, as set forth in Exhibits (1-3), including Project Background and General Information, Technical Specifications, and Drawings. The purpose of the work is to replace the existing enclosed flare, blowers, and related equipment.

1.2 CONTACT PERSON:

Any communication regarding this RFP must be made to the attention of "RFP for New Enclosed Flare and Blower Skid " in writing, and directed to procurement@nmwda.org or Northeast Maryland Waste Disposal Authority, 100 South Charles Street, Tower II – Suite 402, Baltimore, MD 21201. Prior to release of the RFP, during the Proposer proposal preparation and during the determination and selection process by the Evaluation Committee, Proposers shall not initiate any communications related to this RFP with Authority staff outside of communication with procurement@nmwda.org, or with any employees or local elected officials of any Member Jurisdiction. Any RFP related communications other than to procurement@nmwda.org may result in the disqualification of the Proposer.

1.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A non-mandatory pre-proposal meeting will be held on Friday, September 11, 2026 at 10:00 AM, Local Time at the Eastern Sanitary Landfill, 6259 Days Cove Road, White Marsh, MD 21162. Please RSVP to procurement@nmwda.org by 12:00 PM, Thursday, September 10, 2026 to confirm attendance and to be added to the attendee list.

1.4 WRITTEN QUESTIONS

Prospective Proposers may submit written questions only concerning this RFP to the attention of "RFP for New Enclosed Flare and Blower Skid Purchase", to procurement@nmwda.org. Questions may be submitted via email by 4:00 PM, Local Time, on Wednesday, September 16, 2026. The Authority will endeavor to respond in writing to requests for information submitted by the deadline, however, the Authority makes no assurance that written responses will be tendered if, in the opinion of the Authority, such information is evident in the RFP or goes beyond the intended scope of this RFP. Any written responses to questions made shall be emailed to all prospective Proposers who received a copy of this RFP. Only answers issued by formal addenda will be binding on the Authority.

1.5 AMENDMENT OR CANCELLATION OF THIS RFP

If this RFP requires amendment, written notice of the amendment will be given by means of an addendum to all prospective Proposers who requested a copy of this RFP or who submitted the Proposer's Contact Information Form. Receipt of addenda must be acknowledged in writing by prospective Proposers to the Authority. Acknowledgement by email is permitted. Proposer initialed copies of the acknowledgement are to be included in the proposal. The Authority reserves the right to modify, amend, or cancel this RFP if the Authority determines, in its sole discretion, that it is in the best interest of the Authority to do so.

1.6 SUBMISSION REQUIREMENTS

The response to this RFP must be submitted by email to procurement@nmwda.org, with the subject line "RFP for New Enclosed Flare and Blower Skid Purchase" no later than 4:00 PM, Local Time, on Friday, October 9, 2026 (the "Closing Date"). Any proposals received after the Closing Date will not be considered.

Please include a complete proposal as a PDF. The Proposal shall be organized as follows:

Section 1 – Transmittal Letter – Shall reference the RFP, the project, and other relevant information regarding the Proposer in a clear and concise manner.

Section 2 – Organizational Chart and Key Personnel Matrix – showing key individuals and area(s) of experience who will be responsible for the services herein.

Section 3 – Description of Key Projects

Section 4 – Work Plan with Detailed Delivery Schedule per the requirements of Technical Specifications and Drawings. The Proposer shall describe their approach to the technical performance of the work and their adherence to the administrative requirements for coordination, notification and documentation with the Authority, Design Engineer, and the County. **If there are any discrepancies between the RFP and the drawings and technical specifications, the RFP shall prevail.**

Section 5 – Price Proposal (see Exhibit 5 – Price Proposal)

Section 6 – Financial and Insurance Documents (see Sections 2.4, 2.5, 2.7 and 2.8) including certificate of good standing with Maryland Department of Assessment and Taxation (SDAT).

1.7 DISCLOSURE

Proposals submitted in response to this RFP are subject to the Maryland Public Information Act (MPIA). Proposers should identify those portions of their proposals that they consider to contain confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Authority under the MPIA. Proposers are advised that, upon request for this information from a third party, the Authority is required to make an independent determination whether the information can be withheld 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.

1.8 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the Proposer accepts all terms and conditions set forth in this RFP, and the Technical Specifications and Drawings, unless otherwise agreed to, in writing, during the question and clarification period.

Furthermore, by submitting a proposal in response to this RFP, the Proposer accepts and acknowledges that the Authority (including Design Engineer) is performing this project in conjunction with Baltimore County and its designated staff and agents will be an integral project partner and deliverable reviewer on all project-related activities.

1.9 INCURRED EXPENSES

The Authority is not responsible for any expenses which Proposers may incur in preparation and submitting proposals.

1.10 PROCUREMENT REGULATIONS

This RFP and any contract entered into as a result thereof, is not subject to the provisions of the State Finance and Procurement Article, but is governed by Section 3-921 of the Natural Resources Article of the Annotated Code of Maryland and COMAR 14.13.01.01 et seq.

PART II – CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT

The RFP, Exhibits, and the Contract to be entered into as a result of this RFP shall be by and between the Proposer as the Equipment vendor and the Authority.

2.2 CONTRACT TERM

The Contract Term shall mean the duration of the Contract, from the Effective Date through the completion of the duties and obligations as set forth in the RFP.

2.3 COMPENSATION AND METHOD OF PAYMENT

The Vendor shall invoice at the following milestones:

- 15% upon Notice to Proceed and completion of the Project Kick-off meeting
- 35% upon acceptance of all Shop Drawings and other pre-fabrication submittals
- 35% upon delivery of all equipment.
- 15% upon successful start-up and testing of the equipment

2.4 SECURITY FOR PERFORMANCE OF PROPOSER

In order to provide security to the Authority in form and substance acceptable to the Authority guaranteeing performance by the Proposer of its obligations under the Agreement, the Proposer must submit either a Performance Bond or Letter of Credit in the forms provided in Exhibit 4 of RFP. The amount of the Performance Bond or Letter of Credit shall be 100% of the Vendor Price Proposal. For this RFP, the Proposer shall include a letter from a qualified financial institution stating that it is willing to offer the performance bond as required for the project. See Exhibit 4 for further details.

2.5 INSURANCE

The Proposer must have insurance pursuant to the terms set forth in Exhibit 7. The Vendor must be willing, at its own cost, to obtain such insurance and provide the necessary certificates of insurance prior to the signing of the Contract. For this RFP, the Proposer shall include a letter from a qualified firm (AA rated and certified to operate in Maryland) stating that it is willing to offer the insurance required for the project, if the Proposer is selected through the RFP process.

The Vendor must be covered by a sufficient amount of liability insurance. The Vendor shall provide the Authority with proof of liability insurance and coverage before the contract is awarded. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to "contract award."

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 CONTRACT

The Proposer shall provide their form of sales agreement for review and acceptance by the Authority and County. The sales agreement will be required to include, among other things, the following information/terms: equipment description/specs/price, delivery, inspection and acceptance, warranty, default and remedy provisions, dispute resolution, indemnification for the Authority and Baltimore County to be held harmless from claim and liabilities arising from the vendor's breach of contract or negligence, and the State of Maryland as the governing law and venue for the agreement. The form of sales agreement shall be included as an attachment to the Proposer's Price Proposal.

2.8 FINANCIAL QUALIFICATIONS

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 adequacy of proposed companies, subsidiaries or subcompanies. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

- A letter or similar document from a surety or financial institution committing to the issuance of the Performance Bond or Letter of Credit required under Section 2.4 herein.
- Annual financial reports for the past two fiscal years to include, at minimum, income statements, balance sheets, and statements of changes in financial position. If two years of financial statements are not available, this information should be provided to the fullest extent possible.
- Information on any material changes in the mode of conducting business, bankruptcy proceedings, assignments of accounts or assets, corporate restructuring, and mergers or acquisitions within the past 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.
- Pending or potential legal actions that would materially affect the firm's financial situation and/or its ability to meet its contractual obligations to the Authority.
- Proposer shall submit evidence of the ability to obtain the required insurance per Section 2.5 of this RFP.
- A description of any outstanding contractual arrangements, including off-balance sheet items, that may have a bearing on the ability of the firm to meet its obligations to the Authority, with respect to:
    - Corporate guarantees
    - Affiliations
    - Partnerships and/or joint ventures (describe assets and liabilities); and
    - Other sources of guarantees that may exist

PART III – SCOPE, QUALIFICATIONS, SCHEDULE, AND PRICING

3.1 SCOPE

Eastern Sanitary Landfill (ESL) is an active municipal solid waste (MSW) landfill located in White Marsh, Maryland, and owned and operated by the Baltimore County Bureau of Solid Waste Management (County). The County operates a comprehensive gas collection and control system (GCCS) that collects landfill gas (LFG) from disposal areas at ESL. Collected LFG is directed through a blower skid to an existing enclosed flare (rated at 2,500 scfm) and/or a utility flare (rated at 750 scfm). LFG is also directed to a separately-permitted third-party LFG-to-energy (LFGTE) plant owned and operated by Eastern Landfill Gas (ELG). The enclosed flare and utility flare typically operate as backup control devices to the LFGTE plant during partial or full downtime, or to control LFG collected above the LFGTE plant capacity. Under this project, the existing enclosed flare will be replaced with a new, higher-capacity enclosed flare rated up to 4,500 cubic feet per minute (cfm).

The selected Vendor shall supply an enclosed flare, skid-mounted blower and control system, and appurtenances, including but not limited to, associated valves, actuators, flow meters, and sensors (the project) as detailed below and in the attached Technical Specifications (See Exhibit 2) and Controls

Schematic and Discussion (See Exhibit 3). The equipment supplied by the Vendor will be installed by another contractor under a separate procurement.

The project includes the procurement of an enclosed flare and three (3) skid-mounted blowers (with space for a fourth). An LFG inlet supply pipe will be connected to the skid inlet by another contractor to provide LFG to the skid. The skid shall have a condensate knockout pot (KOP) to reduce moisture in the inlet LFG. Condensate drain lines will be connected to the existing condensate management system. The skid shall include a tee installed after the blowers to direct the LFG to either the new enclosed flare or the LFGTE plant. The system shall be designed to accommodate an anticipated flow rate range of up to 4,500 cfm based on a 50 percent methane (CH_4) content. The skid shall be equipped with temperature and flow monitoring equipment and a digital chart recorder.

All site work and installation activities will be performed by another contractor under a separate procurement, and generally includes:

- Site preparation, concrete foundations, and demolition
- Removal of existing skid and flare and installing new skid and flare
- All connecting pipe and electrical connections to provide a functioning system that will provide vacuum to the GCCS and convey the collected gas to the LFGE plant and/or the Landfill flares.

3.2 QUALIFICATIONS

Proposers must demonstrate to the Authority and Authority Representative that they possess all necessary equipment, facilities, personnel and work experience to fulfill the scope of work herein within their proposal.

Proposers shall submit five (5) reference enclosed flare projects from successful projects of similar scope within the previous five (5) years. The Proposer shall include a project description of each reference project. The project description shall be no more than 2 pages per reference and include location/address and a point-of-contact (name, email, and phone number). Additionally, Proposers shall provide a list of a minimum of twenty-five (25) successful, operating installations of the proposed blower units, including location and point of contact information. Proposers shall have a minimum of five (5) years of experience in design and manufacture of this type of equipment.

The Proposer shall be eligible to conduct business in the State of Maryland and shall provide a certificate of good standing with the State Department of Assessments and Taxation.

3.3 SCHEDULE

The Proposer must include a Project Delivery Schedule. The equipment delivery date shall be 270 calendar days after issuance of a "Notice to Proceed."

3.4 PRICE PROPOSAL

The price proposal shall be in the form provided (Exhibit 5). The prices proposed will be irrevocable for a period of one hundred eighty (180) days from the Due Date, or, if modified during negotiations, for a period of one hundred eighty (180) days from the date such modified Price Proposals are proposed by the Proposer. All freight, taxes, tariffs, and charges are to be included in final pricing.

PART IV – EVALUATION PROCEDURE

4.1 EVALUATION COMMITTEE:

The Authority will appoint an evaluation committee (the "Evaluation Committee") to be composed of Authority (including Authority's Design Engineer) and County staff. The Evaluation Committee will evaluate the proposals received in accordance with the criteria set forth in this RFP and make a recommendation for award to the Authority's Executive Director. The Executive Director will make a recommendation for award to the Authority's Board of Directors, subject to the Board's approval.

4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE

The Authority reserves and assigns to the Executive Director the right to determine which of the Proposers have met the qualifications of this RFP. The Executive Director shall have the sole right to determine whether any deviation from the requirements of this RFP is substantive in nature, and the Executive Director may reject proposals that are not reasonably susceptible of being selected for contract award. In addition, the Executive Director may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow a Proposer to correct minor irregularities, and may negotiate with responsible Proposers in any manner deemed necessary to serve the best interests of the Authority.

4.3 EVALUATION CONSIDERATIONS

The Authority will select the proposal that is deemed to be the most advantageous to the Authority and the County based on technical qualifications of the Proposer and the prices proposed.

1) Qualifications and Experience of Proposer, including the qualifications and experience of the individuals proposed to work on the Authority contract.
2) Work Plan and Project Delivery Schedule: including but not limited to the Proposer's approach to project management, communication, documentation, and equipment testing.
3) Proposer's Price Proposal
4) Project References

4.4 PROCUREMENT METHOD

The Authority will employ the method of competitive negotiation to select a vendor. The Authority reserves the right to make an award based on the initial proposals submitted, without oral presentations or best and final offers.

If the Executive Director determines that multi-step negotiations are in the best interest of the Authority, the Executive Director will advise Proposers whose proposals are determined to be reasonably susceptible of award as to how such negotiations will be conducted. The Authority may establish a competitive range and may request best and final offers. However, the Authority reserves the right to make an award on the basis of initial proposals, Proposers should not assume that they will have an opportunity to revise their initial proposals. Proposers whose proposals are not accepted will be so notified in writing.

PART 5 – ADA COMPLIANCE

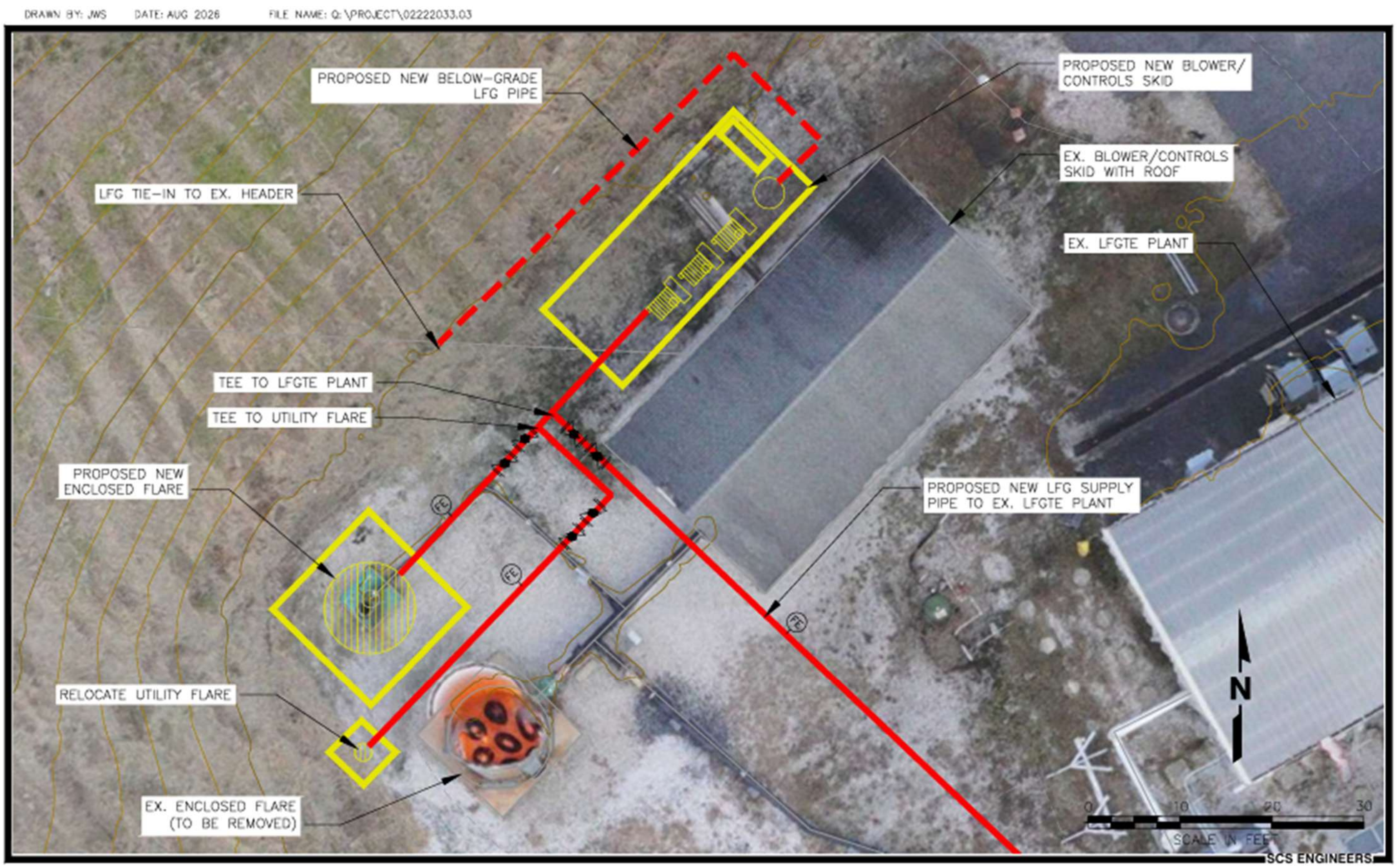
5.1 ALTERNATIVE FORMS

Alternative forms of this RFP will be provided upon request.

EXHIBIT 1

BACKGROUND AND GENERAL INFORMATION

Site Layout



PRELIMINARY BLOWER/FLARE STATION LAYOUT - EASTERN SANITARY LANDFILL

GENERAL SCOPE OF VENDOR SERVICES

The detailed Technical Specifications and Controls Schematics and Discussion are set forth below as Exhibit 2 and 3.

SUBMITTALS

The following submittals shall be submitted by the Vendor for review and approval by the Design Engineer:

- New Enclosed Flare Shop Drawing
- New Blower (3) Shop Drawing
- Process and Instrumentation Diagram (P&ID)
- Monitoring and Controls Equipment Shop Drawings
- Site Plan showing New Equipment Location (scaled/dimensioned)
- Startup/Testing Procedure and Schedule
- Operations and Maintenance Manuals

WORK SCHEDULING

The Vendor shall begin the work no later than five days after the Authority issues the Notice to Proceed, unless otherwise agreed to in writing. The Vendor shall leave the names and telephone numbers of two individuals who may be contacted at any time by the Authority, Authority Representative or Design Engineer.

The Vendor's work plan and project delivery schedule shall include at minimum the following milestones:

- Notice to Proceed
- Kick-off meeting (virtual)
- Equipment Submittal Documents
- Engineer approval of Equipment Submittal Documents
- Equipment Fabrication Period
- Equipment Delivery Date
- Equipment Start-up and Testing
- Submission of Shop drawings, and O&M Manuals. The work shall not proceed without written approval by the Authority indicating the acceptance of the Vendor’s work plan.

The Vendor shall provide minimum one-week's notice before equipment delivery to the site to allow for coordination with the County. The Vendor shall detail the requirements for the laydown area. The Vendor is responsible for unloading the equipment at the site.

INSPECTION AND TESTING OF WORK

All work must be performed to the highest professional and industry standards and pursuant to the approved technical specifications, plan set (Drawings) and all permits related to the work. The Vendor is not relieved of its obligation to comply with the terms of the agreement, or for defective work, by (i) approval of any drawing, submittal, or other document prepared by the Vendor, (ii) the activity, responsibility or administration of the agreement by Authority personnel, or (iii) inspections or approvals required or performed by persons other than the Vendor.

Any deficiency in the Vendor's performance shall be reported to the Authority within one day following reported completion of work, and such deficiencies shall be corrected by the Vendor no later than one calendar week following receipt of such notice.

In no event will the Vendor be allowed additional compensation by the Authority following rehabilitation or reconstruction related to identified work deficiencies.

The Design Engineer may maintain a daily log of completed work and will verify completion of the Vendor's work.

The equipment furnished by the Vendor will be installed by an independent Contractor, selected by the Authority and County. The Vendor shall provide a qualified technical representative to advise the Contractor during the installation. The Vendor's representative shall also be present to witness the startup and testing performed by the Contractor. The Vendor shall demonstrate that the equipment supplied by the Vendor performs in accordance with Contract requirements.

CHANGES TO WORK

Changes to the scope of work must be in writing and agreed to by all parties. The Authority will not agree to a change in scope or any additional work (including any additional cost incurred) unless the Parties have executed a change order to reflect any such changes, prior to such work being performed or such additional costs being incurred.

EXHIBIT 2

[ATTACHED ARE THE TECHNICAL SPECIFICATIONS]

EXHIBIT 3

[ATTACHED ARE THE CONTROLS SCHEMATICS AND DISCUSSION]

EXHIBIT 4

FORMS OF PERFORMANCE BOND AND LETTER OF CREDIT

PERFORMANCE BOND

____

Principal

____

Business Address of Principal

____

Surety

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

Obligees
Northeast Maryland Waste Disposal Authority
and
Baltimore County, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Contract:________________, 20___
Date Bond Executed:_____________, 20___

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 Obligees 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.

This Performance Bond is for the term beginning the________day of____________________and ending the _____ day of____________________. Provided, however, that this bond may be continued in force by Continuation Certificate, executed by the Surety. If Surety elects to not renew the bond upon the expiration of any annual term, Surety shall provide written notice to both the Obligee and the Principal of such intention at least 60 days prior to the expiration of any such annual term. Non-renewal or cancellation of the bond shall constitute a default under the bond and be the basis or trigger for a claim. Surety's liability under this Performance Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Performance Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

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 thereunder 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

....

____
(Surety)

Attest:

______________________________ By: ____________________________
Signature

Title:

AFFIX
CORPORATE
SEAL

Business Address of Surety:

____
____
____

Bonding Agent's name:

____

Agent's Address:

____
____
____

Approved as to legal form and sufficiency this______day of__________20_.

FORM OF PERFORMANCE LETTER OF CREDIT

Date: _

Northeast Maryland Waste Disposal
Authority 100 South Charles Street
Tower II - Suite 402
Baltimore, MD 21201

Ladies and Gentlemen:

1. We hereby establish, at the request of __________________ [NAME OF PROPOSER] ("the Company"), in your favor and for the account of The Northeast Maryland Waste Disposal Authority, a public body corporate and politic organized and existing under the laws of the State of Maryland (the "Authority"), our Irrevocable Letter of Credit, No. __________ (the "Letter of Credit"), in the amount of______________($__________) DOLLARS (the "Letter of Credit Amount"), effective___________________and expiring on ____________________________________(the "Expiration Date").

2. The Letter of Credit is being issued in support of the performance by the Company of its obligation to provide solid waste disposal services to the Authority as set forth in the "**_________________ SERVICE AGREEMENT BY AND BETWEEN NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY AND COMPANY TO PROVIDE ___________________________ FOR _____________________________,**" dated ______, 20____ (the "Agreement").

3. We hereby irrevocably authorize you to draw on us, at sight and in one or several drawings, an amount up to the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit 1 (such draft accompanied by such certificate being collectively your "Draft"). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) upon the occurrence of an Event of Default by the Company and the subsequent exercise by the Authority of its rights under the Agreement, all in accordance with the terms of such Agreement.

4. The Draft shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF FINANCIAL INSTITUTION] and [ADDRESS OF FINANCIAL INSTITUTION]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with

the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, “Business Day” shall mean any day other than a Saturday, Sunday or public holiday under the laws of the [STATE]. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are not honoring the same. Upon being notified that the Draft was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advise by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Agreement), except only the Draft referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate by reference any such document, instrument or agreement except for such Draft.

Very truly yours,
[NAME OF FINANCIAL INSTITUTION]

By: Name:
Title:

EXHIBIT 5

PRICE PROPOSAL

(Proposer must include its form of sales agreement as set forth in Section 2.7 of this RFP as an attachment to its Price Proposal)

SCHEDULE OF PRICES

NOTE: THIS SHALL BE FILLED IN BY THE PROPOSER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY PROPOSER. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS SEE SPECIFICATIONS

ITEM NOS.	QUANTITY	DESCRIPTION OF ITEMS AND PRICES PROPOSED (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
101	1	Supply complete enclosed flare system including flare, skid-mounted blowers and control system, and appurtenances AT___________________________ PER LUMP SUM	$_______	___	$______	_____
		END OF CATEGORY NO. 1 NO ALTERNATES				

TOTAL PRICE PROPOSAL IN WORDS:

____

(SUM OF ALL PROPOSED ITEMS AND ALLOWANCES, BASIS OF PRICE EVALUATION)

TOTAL PRICE PROPOSAL (NUMERICAL FIGURES)$_________________

EXHIBIT 6

PROPOSAL CHECKLIST

This list is to assist the Proposer. The list does not relieve the Proposer from the responsibility of carefully reading the RFP and determining the responses regarding the submission of the proposal. The Proposer is advised to check off items as completed in an effort to avoid overlooking requirements.

Checklist Items

- ❑ Proposer’s Contact Information Form
- ❑ Transmittal Letter
- ❑ Organizational Chart and Key Personnel Matrix
- ❑ Reference Projects
- ❑ Work Plan with Detailed Project Delivery Schedule
- ❑ Certification to the Authority that Proposer possesses all necessary equipment, facilities, personnel and work experience to fulfill the scope of work
- ❑ A letter or similar document from surety or financial institution committing to the issuance of the Performance Bond or Letter of Credit
- ❑ Annual Financial Reports
- ❑ Evidence of the ability to obtain the required insurance
- ❑ Certificate of current good standing with the State Department of Assessments and Taxation
- ❑ Exhibit 5 Price Proposal
- ❑ Blank Sales Agreement

EXHIBIT 7
REQUIRED INSURANCE

General Insurance Requirements

A. Vendor shall not commence Work until Vendor has obtained, at Vendor's own expense, all of the insurance as required hereunder and such insurance has been approved by Authority. Approval of insurance required of Vendor will be granted only after submission to Authority of original certificates of insurance signed by authorized representatives of the insurers.

B. Vendor shall require its Sub-Contractors to maintain insurance, to the same extent required of Vendor.

C. All insurers underwriting Vendor's insurance must be allowed to do business in Maryland and acceptable to Authority. The insurers must have a financial strength rating of "A-" or better, and a financial size category of "Class VII" or higher in the latest evaluation by A. M. Best, 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 or non-renewal until 30 days prior written notice has been given to Authority. Vendor is required to notify Authority of such cancellation or non-renewal.

E. Insurance provided to Authority and its directors, officers and employees by Vendor 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 Vendor.

F. If any liability insurance purchased by Vendor has been issued on a "claims made" basis, Vendor must comply with the following additional conditions.

Vendor must either:
1. Agree to provide certificates of insurance to Authority evidencing the coverages for a period of 2 years after the Contract terminates or expires, whichever is earlier. Such certificates shall evidence a retroactive date no later than the beginning of the services under this Contract, or
2. Purchase an extended (minimum 2 years) reporting period endorsement for each such "claims made" policy in force as of the date the Contract 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 Contract.

Vendor's Liability Insurance

Vendor 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 Contract, whether such operations be by Vendor, its employees or Sub-Contractors 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 Offeror from bodily injury and property damage claims arising out of liability assumed under this Contract; and
• Liability arising from the explosion, collapse and underground (XCU) hazards.

This insurance shall name Authority and its directors, officers and employees, as well as Baltimore County, Maryland, as insureds with respect to liability arising out of or in connection with services under this Contract for both ongoing operations (including Authority's supervision) and completed operations, and 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 Offeror from bodily injury and property damage claims arising out of liability assumed under this Contract.

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:
• $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 well Baltimore County, Maryland, as insureds with respect to liability arising out of or in connection with services under this Contract for both ongoing operations (including Authority's supervision) and completed operations, and the certificate of insurance must so state this.

5. Offeror's professional liability insurance for claims that arise from the performance of professional services. A minimum annual aggregate limit of at least $2,000,000 is required. The insurance shall include contractual liability coverage. Certificates of insurance shall evidence a retroactive date no later than the beginning of Offeror's services under this Contract.