

REQUEST FOR PROPOSALS

FOR

REGIONAL NON-RECYCLED MUNICIPAL SOLID WASTE

ACCEPTANCE, PROCESSING, TRANSPORTATION
AND DISPOSAL SERVICES

BY

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

ON BEHALF OF

ANNE ARUNDEL COUNTY, MARYLAND

AND HOWARD COUNTY, MARYLAND

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July 1, 2021

Dear Proposer:

The purpose of this procurement is to seek proposals (“Proposals”) from experienced vendors (“Proposers”) who can provide municipal Solid Waste acceptance, processing, transportation and disposal services, together (“Service” or “Services”), for regional non-recycled municipal Solid Waste (“Acceptable Material”) collected or managed by Anne Arundel County, Maryland and Howard County, Maryland (the “County” or “Counties,” as applicable). The Northeast Maryland Waste Disposal Authority (the “Authority”) is issuing this procurement on behalf of the Counties. The Authority is requesting BOTH SEPARATE AND JOINT Price Proposals on behalf of Anne Arundel County and Howard County.

For Anne Arundel County, the Service will commence on April 12, 2023 continuing until the end of the day (11:59 PM) June 30, 2024, with nine additional twelve-month options to renew at the Authority’s sole discretion, with the last possible term running until the end of the day (11:59 PM) June 30, 2033.

For Howard County, the Service will commence on July 1, 2022 continuing until the end of the day (11:59 PM) June 30, 2023, with ten additional twelve-month options to renew at the Authority’s sole discretion, with the last possible term running until the end of the day (11:59 PM) June 30, 2033.

For either County, the Service may commence earlier; see Request for Proposals (“RFP”) for details.

The Authority is a public corporation established by Title 3, Subtitle 9 of the Natural Resources Article of the Annotated Code of Maryland (“Maryland Code”) 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 (“the Members” or “Member Jurisdictions”) include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard and Montgomery Counties. Maryland Environmental Service, an instrumentality of the State of Maryland, is an ex-officio member. The Authority acts as a coordinating agency and a financing vehicle for Solid Waste management projects. Additional information on the Authority is on our web page, www.nmwda.org.

Copies of this Request for Proposals are available from the Northeast Maryland Waste Disposal Authority at 410-333-2730 or procurement@nmwda.org.

The Authority will consider qualifications, price, performance guarantees, as well as the environmental and sustainability attributes of each Proposal. The Proposal due date is 4:00 p.m. on Monday, November 1, 2021 (“Proposal Submission Due Date”). All times referenced in this RFP refer to local time.

A conference call for interested Proposers to discuss the RFP and pose questions with the Counties and Authority (“Pre-Proposal Conference Call Meeting”) will be held on Monday, August 2, 2021 at 11:00 a.m. Conference Call-in information will be provided through an Addendum to this RFP, closer to the Pre-Proposal Conference Call Meeting date.

The Authority will receive questions and requests for clarification until 4:00 PM on Friday, October 1, 2021 at the Authority’s address, email or fax listed in this RFP. Neither the Counties nor the Authority will accept telephone calls or visits from a potential Proposer, other than the scheduled Pre-Proposal Conference Call Meeting, during the RFP process. Proposers shall notify the Authority of any conflicts, errors, omissions or discrepancies, or clarification needed, in this RFP by 4:00 PM on Friday, October 1, 2021. The Authority reserves the right not to respond to questions received after this date.

All capitalized terms not defined herein have the meaning in Schedule II of the attached draft Service Agreement and include the plural as well as the singular.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

I look forward to reviewing your Proposal.

Sincerely,

A handwritten signature in cursive script that reads "Christopher Skaggs".

Christopher Skaggs
Executive Director

REQUEST FOR PROPOSALS
FOR
REGIONAL NON- RECYCLED MUNICIPAL SOLID WASTE
ACCEPTANCE, PROCESSING, TRANSPORTATION AND DISPOSAL SERVICES

SECTION I
INTRODUCTION

1.1 **Overview**

This is a Request for Proposals (“RFP”) for municipal Solid Waste acceptance, processing, transportation and disposal Services for the Northeast Maryland Waste Disposal Authority (“Authority”) on behalf of Anne Arundel County, Maryland and Howard County, Maryland (the “County” or “Counties”). The Authority is requesting BOTH SEPARATE AND JOINT Price Proposals on behalf of Anne Arundel County and Howard County.

This RFP is for a contract for a term beginning for Anne Arundel County on April 12, 2023 and continuing until the end of the day (11:59 PM) June 30, 2024, with nine additional twelve-month options to renew at the Authority’s sole discretion, with the last possible term running until the end of the day (11:59 PM) June 30, 2033.

This RFP is for a contract for a term beginning for Howard County on July 1, 2022 and continuing until the end of the day (11:59 PM) June 30, 2023, with ten additional twelve-month options to renew at the Authority’s sole discretion, with the last possible term running until the end of the day (11:59 PM) June 30, 2033.

If the Proposer’s site for Acceptable Material disposal (“Acceptance Facility” and/or “Disposal Facility” or other “Facility”) is not open on the Proposal Submission Due Date, the Proposer must agree to a Milestone Schedule and penalties if the Facility will not meet operational status in the agreed to Milestone Schedule or the Service is not available on July 1, 2022 for Howard County and April 12, 2023 for Anne Arundel County.

The Authority reserves the right to begin the Service prior to April 12, 2023 for Anne Arundel County and prior to July 1, 2022 for Howard County. The Proposer may offer to begin Services prior to April 12, 2023 for Anne Arundel County and prior to July 1, 2022 for Howard County, and the Authority may consider the offer if the Proposal provides significant savings to the Authority.

The Authority is seeking responsive Proposals from qualified Proposers for the Service options below. The Authority reserves the right to award some, but not all of the Acceptable Material to a particular Proposer under both Scenarios below. The Authority will select either Scenario 1 or Scenario 2 but not a combination of the two for each County. The Authority is seeking tiered pricing (establishing tonnage-based threshold pricing) for the acceptance and disposal of

Acceptable Material. Once threshold pricing is reached during a particular month of the contract year (ending on the end of the day (11:59 PM) June 30, 2024 and on every end of the day (11:59 PM) June 30 thereafter for Anne Arundel County) (ending on the end of the day (11:59 PM) June 30, 2023 and on every end of the day (11:59 PM) June 30 thereafter for Howard County), all tonnage received after that date will be charged at the revised tier rate. The Proposer will issue the next monthly invoice with the revised tonnage rate. The tiered pricing will be determined by the sum of all Acceptable Material tonnages brought in under the Service Agreements, independent for each County in their respective Service Agreements. The tiered pricing will be applicable to all Acceptable Material directed to the Proposer under the Service Agreements. Examples of the tiered pricing and tonnage thresholds are provided in Forms B-1-A, B-1-B, B-1-C and Forms B-2-A, B-2-B, B-2-C of this RFP and apply to all tons under the Service Agreements.

The end of the year settlement (Section 3.8 of the Service Agreement, attached) will show ALL tons processed in that year (April 12, 2023 through the end of the day (11:59 PM) June 30, 2024 for Anne Arundel County, and every July 1 to the following end of the day (11:59 PM) June 30 thereafter, as well as July 1, 2022 through the end of the day (11:59 PM) June 30, 2023 for Howard County, and every July 1 to the following end of the day (11:59 PM) June 30, thereafter, including any Authority exercised extension terms) to the appropriate tiered rate. For both Scenario 1 and Scenario 2, the Authority is requesting BOTH SEPARATE AND JOINT Price Proposals on behalf of Anne Arundel County and Howard County.

Scenario 1:

The Counties will direct trash collected by the Counties' contractors from curbside collections and possibly trash collected at County-owned or County-operated facilities described in Section 2.1.2 herein to the Proposer's Facility the majority of the time, subject to limitations of funding. There may be instances in which the Counties need to direct their trash to the Anne Arundel County-owned Millersville Landfill and the Howard County-owned Alpha Ridge Landfill, respectively, in order to achieve operational initiatives. These instances will typically be known in advance and be of limited duration and the Proposer will be notified of the anticipated start and stop dates. Anne Arundel County may also enter into contracts with other governmental or non-governmental entities within or outside Anne Arundel County to have that Acceptable Material, subject to limits established in the Service Agreement, delivered to the Proposer. The RFP provides for the Counties to send Acceptable Material through commercial entities on the Counties' behalf. The Counties may enter into contracts with firms outside of their physical borders. There are no geographic limitations for such contracts; however, there may be logistical limitations that will determine point of origin for the Acceptable Material. The Proposer will accept all Acceptable Material pursuant to the terms of the attached Solid Waste Acceptance, Processing, Transportation and Disposal Services Agreement (the "Service Agreement" or "Service Agreements"). The Proposer will be responsible to accept all Acceptable Material delivered or find alternative disposal options.

Proposers are to use the Pricing Forms B-1-A, B-1-B, and B-1-C of the RFP to provide tiered pricing for the proposed Service under Scenario 1.

Scenario 2:

The Counties will enter into blanket (or on-call) agreements with all qualified Proposers. There will be no guarantee of deliveries; however, the Counties will notify the Proposer at least one (1) Business Day in advance of initial deliveries. The Proposer shall provide a receiving site (the "Acceptance Facility") for the Service. The Counties will use a routing cost analysis to determine which Acceptance Facility it will use on a daily, weekly and monthly basis. The cost analysis includes, at a minimum, distance and time to the Proposer's Acceptance Facility from the location that the trash was collected; cost of driver and truck for that time; cost of that driver being away from the Counties' facilities therefore not available to perform work at the facility; price to dispose of trash. Although not required, the Counties will establish a routine for deliveries once the price is known for each Acceptance Facility and factored into the cost analysis. The attached Service Agreement provides the terms and conditions for the deliveries. Anne Arundel County may also enter into contracts with other governmental or non-governmental entities within or outside Anne Arundel County to have that Acceptable Material delivered to the Proposer. The RFP provides for the Counties to send Acceptable Material through commercial entities on the Counties' behalf. The Counties may enter into contracts with firms outside of their physical borders. There are no geographic limitations for such contracts; however, there may be logistical limitations that will determine point of origin for the Acceptable Material. The Proposer will be responsible for accepting all Acceptable Material pursuant to the terms of the attached Solid Waste Acceptance, Processing, Transportation and Disposal Services Agreements, or finding alternative disposal options.

Proposers are to use the Pricing Forms B-2-A, B-2-B, and B-2-C of the RFP to provide tiered pricing for the proposed Service under Scenario 2.

The Proposer must describe in its submittal, each component of the Service, which may include any of the following: processing, transportation, combustion and disposal, including disposal of byproducts. Each component must meet the minimum qualifications specified herein.

The Authority currently contracts for the transportation and disposal of most of the Counties' Acceptable Material which is not recycled with the remainder disposed at the Anne Arundel County Millersville Landfill and Resource Recovery Facility ("MLFRRF") and the Howard County Alpha Ridge Landfill ("ARL"), respectively. Some non-curbside homeowner-generated Waste (at the County drop-off centers) and other Waste (e.g., from community cleanups) generated in Anne Arundel County are also managed by the Authority. Some non-curbside homeowner-generated Waste (at the County drop-off centers) and other Waste (e.g., from community cleanups) generated in Howard County are also managed by the Authority.

The Proposer must demonstrate the ability to accept Acceptable Material from the Counties Monday-Saturday, excluding designated Holidays. Due to seasonal and daily variations, the amount of Acceptable Material will vary significantly from the daily average. The Authority is not guaranteeing any amount of Acceptable Material, and all Acceptable Material projections are provided as examples only. The Authority is not able to estimate future volumes of Acceptable Material for the outgoing years due to the unforeseeable nature of the economy, annual growth rates within each County, and continued efforts to increase recycling and diversion in both

Counties. For more information on the County recycling programs please visit <https://www.aacounty.org/departments/public-works/waste-management/recycling/> (last accessed 05.27.21) and <https://www.howardcountymd.gov/Departments/Public-Works/Bureau-Of-Environmental-Services/Recycling> (last accessed 05.27.21).

The attached Service Agreement provided in Exhibit III specifies the operating terms and conditions between the Authority and the successful Proposer. By submitting a Proposal, a Proposer agrees to all terms and conditions of the attached Service Agreement. A Proposer may express written exception to specific terms in the attached Service Agreement during the Proposal process. The Authority may amend the attached Service Agreement during the Proposal process by issuing an Addendum. A Proposer may not take general exception to the attached Service Agreement.

This Service shall be available for any other Authority Member Jurisdiction to piggy-back on, if requested by a Member Jurisdiction, and agreed to by both the Proposer and County, in an amendment to its respective Service Agreement. The Authority is unaware of the amount of any potential piggy-back tons; any piggy-back arrangement will be predicated on the permit limits of the Proposer's Disposal and Acceptance Facilities. Entities and municipalities other than Authority Members may also piggy-back on the Service provided under the Agreement only with both the County and Proposer's express written consent. In such a case, the Proposer and the Non-Authority Member would execute a separate service agreement, independent from the Authority and Members Jurisdiction, based on the final terms agreed to in this procurement, for any such piggy-back Services. The Authority and Member Jurisdiction would be eligible, if requested in writing, to receive the Tier pricing tonnage accumulation benefit for any tonnage brought in under any Non-Authority Member piggy-back service agreement.

1.2 Communications

All communications relating to this RFP must be in writing and directed as follows:

Regional Non-recycled Municipal Solid Waste Acceptance, Processing, Transportation
and Disposal Services
Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Phone: 410.333.2730
Fax: 410.333.2721
Email: procurement@nmwda.org

The Authority will receive questions and requests for clarification until 4:00 PM on Friday, October 1, 2021 at the address, email or fax listed above. Neither the Counties nor the Authority will accept telephone calls or visits from a potential Proposer, other than the scheduled Pre-Proposal Conference Call Meeting, during the RFP process.

Proposers shall notify the Authority of any conflicts, errors, omissions or discrepancies, or clarification needed, in this RFP by 4:00 PM on Friday, October 1, 2021. The Authority reserves the right not to respond to questions received after the date and time set forth above.

Proposers shall not initiate any communications related to this project with Anne Arundel and Howard County, County Councils, State of Maryland, other local elected officials, or local government staff. Any communications may result in the disqualification of the Proposer's Technical and Price Proposal.

The Authority will, as necessary, issue written Addenda that describe changes, interpretations, or clarifications considered necessary by the Counties in response to Proposer's written questions. In order to receive these updates Proposers must return Form A-1 to the Authority. The Proposer must also return an executed copy of Form A-2 to the Authority. The Authority will deliver the Addenda via mail, email, or fax to all Parties submitting these forms. The Addenda will also be posted on the Authority website at <https://www.nmwda.org/procurement-opportunities/>. Only answers issued by formal written Addenda will be binding on the Authority. Oral and other interpretations or clarifications will be without legal effect. The Proposer must submit acknowledgement of receipt of all Addenda issued prior to Proposal submission, located on Form A-4.

See Section 5 for instructions for the preparation and submission of Proposals. See Form A-3, the Proposal Checklist, for a list of all required items to be included in the Proposal. A completed Form A-3 must be submitted with the Proposal. Proposals are due by 4 p.m. on the Proposal Submission Due Date. All times referenced in this RFP refer to local time. Fax copies or exclusive electronic mail submissions of the Proposals will not be accepted. The Authority reserves the right and has the sole discretion to modify, amend or cancel this RFP without substitution.

1.3 Definitions

Capitalized terms used in this RFP have the meanings as defined in Schedule II of the attached Service Agreement.

1.4 Allocation of Responsibilities

1.4.1 Authority Responsibilities

- A. The Authority will manage the procurement pursuant to § 3-921 of the Annotated Code of MD, assist with completion of the Agreements and any other required contracts, and act as contract administrator on behalf of the Counties.
- B. The Authority will manage the Service Agreements, oversee the Proposer's performance, and assure compliance with the Service Agreements.
- C. The Authority will enter into Waste Disposal Agreements (the "WDA") with the Counties.

1.4.2 County Responsibilities

The Counties are not providing land or buildings at the MLFRRF, or ARL, nor at any other County owned or leased location for the Proposer's use during the Service.

1.4.3 Proposer Responsibilities

- A. Acceptance, Processing, Transportation and Disposal of Acceptable Material. The Proposer will be responsible for the acceptance, processing, transportation, and disposal of Acceptable Material delivered by, caused to be delivered by, or otherwise managed by the Counties. The Proposer shall provide: 1) a permitted Acceptance Facility, 2) a permitted Disposal Facility; 3) all other Facilities required to provide the Service; and 4) equipment necessary to transport Acceptable Material, bypass Waste, non-processible Waste and residue to an appropriate Facility; and, if required, 5) a Milestone Schedule for the permitting, construction and start-up of any to-be-built Facilities. The Proposer will be responsible for good housekeeping at the Facilities. These Facilities must be located on land owned or leased by the Proposer; the Counties are not providing land or facilities for use by the Proposer.
- B. Required Insurance. The selected Proposer(s) will be required to supply the following types of insurance at the coverage levels described in Schedule VI of the attached Service Agreement:
- (a) Workers' Compensation
 - (b) Commercial General Liability Insurance
 - (c) Business Automobile Liability Coverage
 - (d) Umbrella/ Liability coverage
 - (e) Environmental Impairment Liability covering the Disposal and Acceptance Facilities
- C. Financial Criteria. The Selected Proposer or Guarantor must provide the minimum financial guarantees and meet the financial qualifications set forth in this RFP and the Schedule V of the attached Service Agreement. If the Proposer intends to create or utilize an Affiliate or subsidiary for purposes of carrying out its obligations under the Agreements, the Proposer must provide a guarantee of the Affiliate or subsidiary's performance under the Agreements and the Affiliate or subsidiary must execute the Agreements. Evidence of long-term lease (greater than the initial term and each renewal period) of all Acceptance and Disposal Facilities (including processing) is required if the Disposal and Acceptance Facilities are not owned by the Proposer. Proposers are reminded that all costs for recordation and taxes attributable to a lease are the sole responsibility of the Proposer and not the Counties or Authority.

- D. Operation. The Disposal and Acceptance Facilities shall be fully operational on the Operations Dates. The Authority reserves the right to contract with a Proposer for any to-be-built Facilities under certain conditions. Additional insurance may be required for such Facilities. See Section 5.3.3.7 for all to-be-built Facilities. The Authority may assess damages for delivery delays, alternate disposal or alternate procurement of Services due to the failure of the Company to perform as described in the attached Service Agreement.
- E. Ownership. The Proposer must own, have a long-term lease, or otherwise demonstrate to the satisfaction of the Authority, long-term possession and control of the Disposal and Acceptance Facilities. Proposer, and not the Counties or the Authority, is required to pay recordation fees and taxes associated with the long-term lease.

At least sixty (60) days prior to any transfer of ownership, possession or control of Facilities by the Proposer, or any material change in a contractual arrangement, the Proposer must notify, in writing, the Authority of the proposed transfer or change. The notification must include identification of the transferee, a detailed description of the transferee's experience operating similar Facilities and a certified statement from the transferee that it meets the minimum financial criteria (in 2021 dollars) specified in this RFP and in the Service Agreements and meets the financial assurance requirements specified in Federal (EPA Resource Conservation and Recovery Act ("RCRA") Subtitle D, 40 CFR Part 258) or as required by an EPA approved State in which the Facilities are located. The Authority may terminate the Agreements if the transferee is deemed by the Authority to be unqualified. The degree and term of possession and control a Proposer has over the Disposal and Acceptance Facilities used to provide the Service are factors which will be evaluated by the Authority in determining if a Proposer is qualified to provide the Service.

- F. Permits and Compliance.
1. Acceptance Facility: The Acceptance Facility must be constructed, must be fully operational, and must have all required permits, and demonstrate compliance with all permits, prior to the delivery of Acceptable Material under this contract. If the Acceptance Facility is not permitted or operational on or before the Proposals Submission Due Date, the Proposer must demonstrate to the satisfaction of the Authority, its ability to obtain all necessary permits for the Acceptance Facility in a timely manner and place the Facility in operation, no later than the required Operations Dates.
 2. Disposal Facility. All permits necessary for the construction and operation of the Disposal Facility must have been issued with at least twenty-four (24) months remaining on each permit at the time of Proposals submission, or if less than twenty-four (24) months remaining on each permit at the time of Proposals submission, then the Proposer must include the status of the renewal application. The Disposal Facility must be included in any

applicable comprehensive Solid Waste management plan for the jurisdiction in which such Facility is located and if located outside of the Counties, must be authorized to receive Waste from outside of the host jurisdiction. If any permit for construction or operation of the Disposal Facility has less than twenty-four (24) months remaining on the permit, or if a permit has not been issued for a new Facility, the Proposer must provide evidence of submission of a completed permit application to the applicable regulatory authority. If the Disposal Facility is not operational on or before the Proposal Submission Due Date, the Proposer shall demonstrate to the satisfaction of the Authority that the Facility will be operational to receive Acceptable Material by the Operations Dates. Failure to provide acceptance of Acceptable Material by April 12, 2023 for Anne Arundel County and July 1, 2022 for Howard County, or to meet any of the agreed to milestones (such as failing to be ready to operate by the Operations Dates) shall constitute a Default as defined in the Service Agreements (Section 6.1.10).

If the Disposal Facility is a landfill, each landfill cell planned for the disposal Service, from its initial construction, shall be designed and constructed to comply with Federal (EPA Resource Conservation and Recovery Act (“RCRA”) Subtitle D, 40 CFR Part 258) and applicable State and Local regulatory requirements for municipal Solid Waste disposal facilities and is in compliance with Applicable Law. A landfill for which current and future fill cells meet Federal (Subtitle D) regulatory requirements but for which previously filled cells did not conform to Federal (Subtitle D) requirements will not be rejected for the purposes of this RFP. A closure plan meeting Federal (Subtitle D) and applicable State requirements must have been approved by the appropriate State or Federal regulatory authority. This plan is to be submitted with the original Proposal. The Authority shall have the right to reject any Disposal Facility which is not designed and constructed to comply with Federal (Subtitle D) and applicable State and Local regulatory requirements or is not in compliance with Applicable Law. The Company shall send an annual certification that the landfill cell in use under the Service Agreements meets Federal (Subtitle D) and applicable State and Local regulatory requirements and is in compliance with Applicable Law.

3. If a Waste-to-energy (“WTE”) Facility is proposed, it must meet all Federal, State and Local laws and regulations. If construction of a WTE Facility is proposed, the Proposer is required to meet all applicable Federal, State and Local requirements pertaining to RCRA and the Clean Air Act, as amended, and Maryland’s Public Service Commission’s requirements pertaining to the Maryland Public Service Commission Certificate of Public Convenience and Necessity (“CPCN”) process, if applicable. The Company should also be prepared to report any beneficial use of the ash or any recovered metals under Exhibit A of Schedule IV in the attached Service Agreement.

The Authority shall have the right to reject any Proposals which proposes to utilize Facilities which are not in compliance with Applicable Law or which in the judgment of the Authority have an inadequate marketing contract or plan.

4. General. Please see Schedule IV of the attached Service Agreement for reporting requirements.

During the term of the Agreements, the Authority may periodically inspect the Acceptance Facility, the Disposal Facility, or any Facility used to provide the Service, including review of compliance with all permits.

- G. Compliance with Previously Executed Contracts and/or Agreements. By submitting a Proposal, the Proposer warrants that it has no contracts, agreements, or other obligations that would interfere with its performance under the Agreements.
- H. Operation of Facilities. All Facilities used to provide the Service shall be operated and managed in accordance with applicable Federal, State and Local regulatory requirements and Applicable Law and practices established in the industry for the best quality and most environmentally sound Facility of its type.
- I. Billing, Record Keeping and Reporting During the Agreements' Terms. Billing requirements are located in Article III of the attached Service Agreement.

Record keeping requirements are located in Section 3.7 of the attached Service Agreement. Reporting requirements are located in Schedule IV of the attached Service Agreement.
- J. MBE/WBE Requirement. The Proposer shall meet the MBE ("Minority Business Enterprise")/WBE ("Women Business Enterprise") requirements set forth in Section 9.19 of the attached Service Agreement.

1.5 Terms and Conditions Applicable to Proposals

1.5.1 Right to Visit Sites

The Authority, the Counties and their consultants reserve the right to visit the Acceptance Facility, the Disposal Facility, and/or any other Facility to be used to provide the Service, to observe the operations of any such Facilities. Any such visits will be made at a mutually agreeable time and the cost of the Authority/Counties' visit will be borne by the Authority. The Proposer by submitting a Proposal in response to this RFP expressly agrees to exercise best efforts to make these Facilities available to the Authority/Counties for inspection at the earliest possible date.

1.5.2 Conditions of the RFP and Agreements

By responding to this RFP, the Proposer acknowledges and consents to the following conditions relative to the Proposal, and to the review and consideration of its Proposal:

- A. This RFP is not intended to, and shall not be deemed an approval to enter into a contract for any Services;
- B. The Authority reserves the exclusive rights itemized in Section 1.6 below.
- C. Neither the Authority or the Counties, their staffs, nor any of their consultants will be liable for any claims or damages resulting from the solicitation or collection of Proposals.
- D. All responses to this RFP become the property of the Authority and will not be returned.
- E. Rail transportation equipment must be approved in writing by the regional controller of the railways.
- F. The rights and obligations of the Parties set forth herein with respect to Confidential Information are subject to Applicable Law, including Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland, as amended, as well as the Maryland Public Information Act under Title 4 of the General Provisions Article of the Annotated Code of Maryland.

To the extent permitted by Applicable Law, the Authority shall hold Confidential Information in strict confidence and take all reasonable precautions to prevent disclosure to third Parties. The Authority shall promptly notify the Company of the identity of any Person who requests a disclosure of Confidential Information. The Authority in its sole discretion shall determine the response to any request for disclosure of Confidential Information and is not required to withhold disclosure of Confidential Information upon a lawful request for information. The Authority shall consider any information or legal arguments presented by the Company before the disclosure of the requested information.

The Company should specifically identify Confidential Information by marking the applicable pages "CONFIDENTIAL." However, the Company understands that the Authority in its sole discretion may determine that disclosure of some information is required under the Maryland Public Information Act, and the Company agrees to hold the Authority HARMLESS with respect to any such disclosure. The Authority will give notice to the Company of any requests for disclosure of information identified as confidential.

In addition, any information that is marked by the Company as confidential is not confidential if it (a) is now in or after the date hereof has entered the public domain through no fault of the Authority or its Board, (b) was known by the Authority prior

to its disclosure hereunder, (c) was obtained by a third-Party who is not known by the Authority to be prohibited from disclosing such information, and (d) is required to be disclosed by the Authority, Counties or the Authority's Board as a matter of law and or regulation.

1.6 Rights of the Authority

The Authority reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP:

- A. To reject any or all Proposals.
- B. To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- C. To issue additional or subsequent solicitations for Proposals.
- D. To conduct investigations of the Proposers and their Proposals; to clarify the information provided pursuant to this RFP and to request additional evidence to support the information included in any Proposal.
- E. If the lowest Price Proposal does not, in the judgment of the Authority, meet the technical, financial, regulatory, contractual and other requirements specified in this RFP and the attached Service Agreement, the Authority may enter into Agreements with a qualified Proposer which submitted the next lowest Proposals.
- F. The Authority reserves the right to award to one or more Proposers.

1.7 Availability of Information

This RFP presents information and data, often in summary form, which is believed to be accurate, current and applicable to the provision of the Service contemplated herein. It is the Proposer's sole responsibility to use this information and to verify it, and to use any other information that it deems necessary or desirable. Copies of reports and data which are referenced in the RFP are available and can be reviewed by any interested Proposer by appointment at the offices of the Authority. For an appointment, the Proposer should communicate with the Authority as provided in Section 1.2.

SECTION 2

BACKGROUND INFORMATION

2.1 **Solid Waste Management Planning and Current Disposal Practices**

2.1.1 **Solid Waste Management Plans**

The Counties have, in accordance with the Environment Article of the Annotated Code of Maryland, section 9-515, previously developed, adopted and amended, from time to time, Comprehensive Solid Waste Management Plans ("Plans" or "Ten Year Plans") to efficiently and effectively control the collection, transportation, management, reduction, recycling and disposal of Solid Waste generated and disposed of within the respective Counties. State law requires that amendments to the Plans be submitted to the Maryland Department of the Environment ("MDE") for review, approval in whole or in part, or disapproval. MDE has approved, in whole, the Ten Year Plans, as amended.

2.1.2 **Current Solid Waste Facilities**

Anne Arundel County owns and operates the following Waste acceptance and disposal sites:

- Southern Recycling Center, a drop-off location for residents
- Northern Recycling Center, a drop-off location for residents
- Central Recycling Center, a drop-off location for residents
- Millersville Landfill & Resource Recovery Facility, a permitted landfill

Howard County owns and operates the following Waste acceptance and disposal sites:

- Alpha Ridge Landfill
- Alpha Ridge Resident's Convenience Center

Most of the Acceptable Material managed by the Counties is currently delivered to the Annapolis Junction Transfer Station under contract with the Authority using back-packer or front-loading collection trucks. Anne Arundel County also uses roll off containers and walking floor trailers. Howard County also uses walking floor trailers, roll off containers and long-haul trailers.

The current contracts expire on April 12, 2023 for Anne Arundel County and on July 1, 2022 for Howard County, and there are no extensions for either contract. Some homeowner Waste (at the County Recycling Centers) and other Waste (e.g., from community cleanups) generated in Anne Arundel County are sent to the Annapolis Junction Transfer Station as well. Some non-curb-side homeowner-generated Waste (at the County drop-off centers) and other Waste (e.g., from

community cleanups) generated in Howard County are sent to Annapolis Junction.

The Counties contract with private hauling companies to collect the Acceptable Material and deliver this Acceptable Material to County designated facilities. The collection contractors do not pay the tip fee at the designated facility.

Howard County will direct all County-collected curbside trash and all trash collected at its facilities to the Proposer's Facilities the majority of the time, subject to limitations of funding, and operational requirements, as set forth herein.

Anne Arundel County will direct all County-collected curbside trash and possibly trash collected at its facilities to the Proposer's Facilities the majority of the time, subject to limitations of funding, and operational requirements, as set forth herein.

SECTION 3

TECHNICAL AND REGULATORY REQUIREMENTS RELATING TO THE SERVICE

3.1 Technical and Regulatory Requirements

This section sets forth the minimum requirements applicable to the Facilities which will be used to provide the Service. These requirements do not relieve Proposers of the need to adhere to Applicable Law and meet all applicable environmental, permitting, and land use regulatory requirements, present or future, that are applicable to Solid Waste Facilities.

3.1.1 Acceptance Facility

The Acceptance Facility must provide sufficient on-site queuing space for the delivery vehicles. Queuing on public streets is not acceptable. The time between delivery vehicle arrival at, and departure from, the Acceptance Facility shall not exceed thirty (30) minutes, taking into account the arrival of collection vehicles at peak arrival times. Delivery Delay Damages as defined in the attached Service Agreement shall be applicable to Acceptable Material tonnage delivered to the Acceptance Facility for which the time period between the time recorded on the scale ticket on arrival (if there is no queue), or recorded by a punch clock or by the driver upon arrival at the Acceptance Facility (if there is a line of vehicles at the scale), and the time recorded on the scale ticket at the outbound scale of the Acceptance Facility is greater than thirty (30) minutes.

The tipping area for Acceptable Material shall be designed to accommodate any common Waste hauling vehicle including, but not limited to, self-unloading transfer trailers, rear loading or front loading compacting trucks, roll-offs and tractor/trailers.

The Acceptance Facility must be designed and constructed to comply with Applicable Law, and with all applicable building and safety codes and all applicable code requirements of the appropriate technical societies, either as stated or as is standard in industry practice.

The Acceptance Facility must include an inbound and outbound scale (at least one scale for each in order to avoid traffic congestion, safety issues and delivery delays), which shall be operated, approved, and tested as specified in the Section 2.4 of the attached Service Agreement. The Facility must have a method to 1) accept manifests from the driver of the delivery vehicle prior to allowing them to unload to ensure it is indeed a County-designated hauler, 2) to determine if the load is in fact Acceptable Material. The Proposer must reject any truck marked as a recycling collection vehicle (e.g., a truck with recycling symbols on the outside of the vehicle/body), unless the vehicle was previously approved, in writing, by the Authority. If not previously approved, the Company must call the Authority in the event that a recycling truck is rejected and provide the truck number, hauler identification and time/date of the incident. Proposers may store tare weights of delivery vehicles at the Acceptance Facility only with an approved procedure that will ensure certifying the tare weights. A copy of the tare weight procedure must be included in the Proposer's Proposal for consideration by the Authority. The acceptance and approval of the tare weight procedure will be referenced in Schedule IV of the attached Service Agreement. All tare weight

procedures must reference Section 2.4. of the attached Service Agreement when addressing the frequency of the certification for the tare weights.

3.1.2 Disposal Facility

The Proposer shall be required to demonstrate that adequate disposal capacity is available at the Disposal Facility as part of the Proposal submission. If the Disposal Facility is located in a jurisdiction which has enacted statutory, regulatory, or other restrictions on Solid Waste disposal, or if the Proposer has entered into a host agreement with the jurisdiction which imposes restrictions on Facility operations or Waste tonnage received, the Proposer shall demonstrate the ability to provide the Service while complying with all such requirements. All permits necessary for the construction and operation of the Disposal Facility must have been issued with at least twenty-four (24) months remaining on each permit at the time of Proposal submission. The Disposal Facility must be included in any applicable comprehensive Solid Waste management plan for the jurisdiction in which such Facility is located and if located outside of the Counties, must be authorized to receive Waste from outside of the host jurisdiction. If any permit for construction or operation of the Disposal Facility has less than twenty-four (24) months remaining on the permit, or if a permit has not been issued for a new Facility, the Proposer must provide evidence of submission of a completed permit application to the applicable regulatory authority. If the Disposal Facility is not operational on or before the Proposal Submission Due Date, the Proposer shall demonstrate to the satisfaction of the Authority that the Facility will be operational to receive Acceptable Material by the Operations Dates.

3.1.3 Other Facilities

All other Facilities used to provide the Service shall be designed and constructed to comply with all applicable building codes and all applicable code requirements of appropriate technical societies, either as stated or as is standard in industry practice. The Proposer shall be required to demonstrate that the Facilities will operate in compliance with Applicable Law. Proposals incorporating the use of Waste-to-energy Facilities shall include provisions for disposal of bypass Waste and residue generated from the Facility.

3.1.4 Transportation

The Proposer must furnish, maintain, and operate a sufficient number of vehicles, trailers and tractors, and rail containers and equipment (if applicable) to accept and transport the Acceptable Material under these Agreements. In the event that unacceptable Waste ("Unacceptable Material") is received at the Acceptance Facility, the Proposer must ensure that it is transported off site pursuant to all Federal and MDE transportation and manifest requirements. In addition, the Proposer must ensure that the Facility accepting the Unacceptable Material is permitted to accept such material.

All trucks, trailers and rail containers and equipment (if applicable) shall meet all State and Federal Department of Transportation ("DOT") standards and requirements, and all other requirements of Applicable Law.

3.2 Operating Requirements for all Components of the Service

During the term of the Agreements (and beyond for certain requirements such as environmental monitoring, closure requirements, etc.) the Proposer must comply with Applicable Law in connection with the operation of the Facilities used to provide the Service. In addition:

- A. The Acceptance Facility must be open to receive Acceptable Material from the Authority as defined under Receiving Hours in Schedule II of the attached Service Agreement. Typically, Acceptable Material will not be delivered by the Counties on the following County observed Holidays.

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

- B. The Proposer will institute appropriate procedures, including inspection procedures, to ensure that Unacceptable Material is separated at the Acceptance Facility. The Proposer will give immediate notice to the Counties of deliveries of Unacceptable Material, followed by prompt written notice indicating the time, the source of delivery and identity of the hauling firm and driver. The intent of this requirement is to ensure safe handling by the Proposer of the Unacceptable Material received in compliance with Applicable Law. The Proposer shall handle and dispose of Unacceptable Material that is received at the Acceptance Facility. The cost for disposal of Unacceptable Material shall be paid to the Proposer as specified in the Service Agreements.
- C. The Proposer shall provide such security measures as are required for Facilities of like size and character.
- D. The Proposer shall maintain books and records and deliver reports to the Authority in accordance with the Service Agreements, including Monthly Performance Reports and other reports described in Article III and Schedule IV of the attached Service Agreement.
- E. The Proposer shall not store, handle or dispose of Acceptable Material delivered by the Authority at any alternate site or Facility without the express written approval of the Authority, at least thirty (30) calendar days in advance. The Authority has discretionary authority to amend this timeframe as necessary. However, the Proposer may seek pre-approval of an alternate Acceptance Facility and Alternate Disposal Facility as part of a contingency plan to provide the Service if the approved primary Facilities are unavailable. The Proposer must provide evidence in its Proposal of contingency Acceptance and Disposal Facilities (names and addresses) in case the primary Facilities are unavailable.

- F. The Counties will monitor to prevent collection of Recyclables, including single stream and yard waste, mixed in the Acceptable Material. The Company will institute procedures, including inspection procedures, to ensure loads with a large percentage (greater than 50%) of source-separated Recyclables are segregated at the Acceptance Facility. The Proposer will give immediate notice (within thirty (30) minutes of the event) to the Counties and the Authority of deliveries of Recyclables to the Company followed by prompt written notice (within two (2) hours of the event) indicating the time, the source of delivery and identity of the hauling firm and truck number. The intent is to ensure that County-contracted haulers are not disposing of Recyclables. The Company shall segregate the load and contact the Counties and the Authority within thirty (30) minutes of finding the subject load. The Company shall make best efforts to identify the truck delivering the load (e.g., hauling firm, truck number, driver, etc.). The Counties will inspect the load, and if the respective County Representative concurs with the findings, the Company shall then dispose of the Acceptable Material.

SECTION 4

CONTRACTUAL, FINANCIAL AND OTHER REQUIREMENTS

4.1 Commencement and Term of Agreements

This RFP is for a contract for a term beginning for Anne Arundel County on April 12, 2023 and continuing until the end of the day (11:59 PM) June 30, 2024, with nine additional twelve-month options to renew at the Authority's sole discretion, with the last possible term running until the end of the day (11:59 PM) June 30, 2033.

This RFP is for a contract for a term beginning for Howard County on July 1, 2022 and continuing until the end of the day (11:59 PM) June 30, 2023, with ten additional twelve-month options to renew at the Authority's sole discretion, with the last possible term running until the end of the day (11:59 PM) June 30, 2033.

Beginning on the Operations Dates, the Proposer's Acceptance Facility shall be available to accept Acceptable Material delivered by the Authority on behalf of the Counties.

4.1.1 Ownership of Disposal Facility

Under the Agreements, there will be continuing obligations with respect to the maintenance and operation of the Disposal Facility beyond the terms during which the Proposer will be receiving Acceptable Material from the Authority. The Authority is concerned about the continuing operation, management and control of the Disposal Facility. The Proposer must own, long-term lease or otherwise demonstrate, all to the satisfaction of the Authority, that it has long-term possession, and control of or has a long-term contractual commitment, to deliver Acceptable Material, bypass Waste, non-processible Waste, and residue to the Disposal Facility. The Proposer may only sell, assign or otherwise transfer operation, management or control of the Disposal Facility, or change existing contractual arrangements with a Disposal Facility in accordance with the provisions of Section 1.4.3D of this RFP and the Service Agreements.

4.1.2 Payment of Service Fee

As consideration for the Services provided under the Agreements by the Proposer, the Authority will pay Service Fees to the Proposer, on a monthly basis, for each ton of Acceptable Material which the Authority delivers to the Proposer. The Service Fee formula is described in Article III of the attached Service Agreement, which is attached hereto as Exhibit III in its entirety.

4.1.3 Reports

During and after the Agreements, the Proposer will be required to provide certain notices and submissions to the Authority, as specified in Schedule IV to the attached Service Agreement.

4.1.4 Indemnification

The Proposer must comply with the indemnification requirement set forth in Section 5.3 of the attached Service Agreement.

4.1.5 Minority/Women Business Participation

Proposers are required to submit, as part of their Proposals, a subcontracting plan for Minority Business Enterprise firms or Women Business Enterprise firms to meet the Counties' MBE or WBE policies included as Section 9.19 of the attached Service Agreement. Proposers are required to provide documentation on the published corporate policies specific to equal opportunity employment and non-segregated Disposal and Acceptance Facilities in their Proposals. Proposers must comply with all applicable laws and regulations pertaining to non-discrimination and equal opportunity employment.

4.1.6 Insurance

The Proposer must provide insurance naming the Authority and the Counties as additional insureds with the minimum coverage set out in Schedule VI of the attached Service Agreement.

4.2 Experience and Technical Expertise

The Proposer shall demonstrate, to the satisfaction of the Authority, that it has adequate prior experience, technical expertise and qualified personnel to construct and reliably operate (where applicable) the Facilities which will provide the Service in conformance with Applicable Law.

4.3 Performance and Financial Responsibilities

4.3.1 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 Agreements, the selected Proposer must provide a corporate guarantee for all of its performance obligations, or a Performance Bond, or a Letter of Credit, meeting the requirements specified in the Service Agreements. The amount of the Performance Bond/Letter of Credit, corporate guarantee or letter of credit shall be in an amount as described in Section 2.7(c) of the attached Service Agreement. If a corporate guarantee is proposed, the Guarantor must meet the threshold criteria described in Section 5.3.5 herein.

4.3.1.1 Performance Bond, Standby Letter of Credit, Corporate Guarantee

The Proposer must submit with its Proposal a letter from a qualified financial institution committing to the issuance of the Performance Bond or Letter of Credit, or corporate guarantee required in the preceding paragraph.

4.3.2 Defaults and Remedies

The Service Agreements identify the specific Events of Default on the part of each of the Parties, as well as the remedies available to the non-defaulting Party should any such Event of Default occur.

SECTION 5

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

5.1 General Instructions

Proposals are to be printed double-sided on recycled paper. An original and five (5) complete copies of the Proposal shall be submitted. All documents related to this project must be printed on minimum 50% recycled contents paper. Each page must have “Recycled Paper” in the footer. Proposals must also be submitted by electronic format, either by email, Dropbox (or an equivalent) or five (5) USBs or flash drives. Such submissions shall be sent to the office address and the email address for the Authority as set forth in Section 1.2 above.

5.2 Costs to Respond

The Proposer is responsible for all costs associated with the preparation of a Proposal. None of these costs will be the responsibility of the Authority. The Proposer expressly waives any claim for Proposal preparation or other similar costs.

5.3 Submissions

The Proposer must submit a complete Proposal on the Proposal Submission Due Date. The Proposer shall provide BOTH SEPARATE AND JOINT Price Proposals (on Forms B-1-A, B-1-B, and B-1-C and Forms B-2-A, B-2-B, and B-2-C attached hereto) for both Service options for Anne Arundel County and Howard County for the initial term and extensions at the Authority's sole discretion, as listed in the Section 7.1 of the attached Service Agreement. Copies of the completed Forms B-1-A, B-1-B, and B-1-C and Forms B-2-A, B-2-B, and B-2-C should be included in each Proposal (in the original and in the five copies). The Proposals shall be an all-inclusive price and shall not include an Inflation Adjustor. The Price Proposal shall be in current dollars. The price adjustment for the start of Service will be made as prescribed in Section 3.2 of the attached Service Agreement. Please note that the applied CPI adjuster may result in a decrease in pricing per ton on a year-to-year basis during the term of the Service. Proposers may propose a fixed schedule of prices, not subject to CPI or other indices adjustment, in their Proposal as a supplement to Forms B-1-A, B-1-B, and B-1-C and Forms B-2-A, B-2-B, and B-2-C. The allowed annual CPI adjustment under Section 3.2 of the attached Service Agreement uses an index that contemplates fuel costs. The Inflation Adjustor for Anne Arundel County and Howard County shall be 75% of any change in the Bureau of Labor Statistics Consumer Price Index (“CPI”) for all Urban Consumers for Baltimore-Columbia-Towson, MD - All Items (1982-84=100). For reference, in case of future piggy-backing, the CPI for all Urban Consumers for Baltimore-Columbia-Towson, MD - All Items (1982-84=100) also includes the Member Jurisdictions of Baltimore City and Baltimore, Carroll and Harford Counties in Maryland. For reference, in case of future piggy-backing, the CPI for all Urban Consumers for Washington-Arlington-Alexandria, DC-VA-MD-WV - All Items (1982-84=100) includes the Member Jurisdictions of Frederick and Montgomery Counties in Maryland.

5.3.1 Proposal Bond/Letter of Credit

The Proposer must provide a Proposal Bond or Letter of Credit payable to the Northeast Maryland Waste Disposal Authority in the amount of Ten Thousand Dollars (\$10,000). Proposers may provide a certified check as the Proposal Bond/Letter of Credit, payable to the Authority, with the Proposal. This check will be held during the evaluation process as described herein. If any Proposer with which the Authority would otherwise enter into the Service Agreements is disqualified from consideration by the Authority, due to the Proposer's failure to meet the requirements and qualifications specified in this RFP, the Proposer may forfeit its Proposal Bond/Letter of Credit. All firms that have not forfeited their Proposal Bond/Letter of Credit will have their Proposal Bonds/Letter of Credits released twenty (20) days after successful execution of the Service Agreements. The intent behind the requirement for a Proposal Bond/Letter of Credit is to provide the Authority relief (for time and effort) in the event that the Proposer selected for negotiations, based upon the representations in the Proposer's Proposal, does not execute the Service Agreements in the time specified in Section 5.5.1(C) of the RFP. The Authority's election to seek this financial remedy may occur if the Proposer does not negotiate in good faith or, if through the negotiations, facts come to light that demonstrate that the Proposer misrepresented itself in the submitted Proposal and is subsequently disqualified (see Section 5.3.6 of the RFP regarding representations and Section 5.5.1(D) of the RFP regarding disqualification). The Proposer will not forfeit its Proposal Bond/Letter of Credit in the event that the Authority and the Proposer cannot reach negotiated agreements on the Service Agreements through no fault of either Party.

5.3.2 Proposer Qualifications

The Proposer shall submit the following to demonstrate the Proposer's qualifications:

- A. A description of the Proposer's experience in constructing and operating Waste acceptance, processing, transportation and disposal Facilities of the type proposed for use in providing the Service during the past five (5) years.
- B. Description of the organizational and managerial structure which will be utilized to provide the Service. Identify individuals and the responsibilities which will be assigned to each Person. Describe the relationship between firms if more than one firm will be involved in providing the Service on behalf of the Proposer.
- C. Identification of key personnel who will be responsible for implementation and operation of the Facilities used to provide the Service, and who will be responsible for overseeing compliance with the terms of the Service Agreements. Include résumés for these personnel demonstrating their expertise and experience. The Proposer must provide résumés and summary of experience for ALL subcontractors whose work is estimated to be greater than 10% of the total project value over both (a) any twelve-month period under the initial term and (b) over the life of the initial term. This requirement shall extend to each and every renewal period. Failure to disclose this information may be construed as a Default under 6.1.6 of the attached Service Agreement, leading to termination.

- D. A description of the Proposer's control of or affiliation with each Facility which will provide the Service (ownership, lease, contractual arrangement). Describe any terms or conditions of leases or contractual arrangements which place any limitations on delivery of Acceptable Material to the Facilities by the Proposer or by the Authority.
- E. The existence, terms, conditions and costs of any agreement, including any limitations on disposal capacity, with the host community in which the Disposal Facility is located (a copy of any such agreement must be attached to the Proposal). Evidence that the Disposal Facility (or other component) is duly included within any required comprehensive Solid Waste management plan.

Proposers who meet these requirements will be deemed as qualified Proposers for the purposes of further evaluation.

5.3.3 Technical Submission

The following shall be submitted as part of the Technical Proposal submission:

5.3.3.1 Description of the Service

A description of the system proposed to accept, process, transport and dispose of Acceptable Material delivered by the Counties including the exact location of each proposed Facility, and how each Facility will be utilized in the system. Acceptable Material quantities and types which will be delivered to each Facility shall be identified. A logistical plan shall indicate the frequency of trips between Facilities, the number and type of vehicles to be used, and the routes which will be used to transport Acceptable Material between Facilities. The logistical plan shall indicate the number of miles Acceptable Material will be transported, and the estimated travel times. Transport routes within Anne Arundel County and Howard County must be pre-approved by the respective Counties.

5.3.3.2 Permits

Copies of all permits, as well as all permits or permit renewals issued for Facilities which will be utilized to provide the Service must be submitted to the Authority as part of the Proposal submission. A description shall be provided of permit terms and limitations which could impact the Proposer's performance under the Service Agreements. The description shall include a summary of permit expiration dates, permit renewal status, and permit renewal application status. For new Facilities for which permits have not yet been issued, the description should address permit issuance status and identify the agency which will issue the permit.

5.3.3.3 Notices of Violations

Copies of all violation notices, compliance orders, complaints, settlement documents or other enforcement documents issued during the previous five (5) years for Facilities which will be utilized to provide the Service.

5.3.3.4 Description of Disposal Facility

A comprehensive description of the Disposal Facility including the following (as applicable):

- A. A description of design features demonstrating compliance with Federal (EPA Resource Conservation and Recovery Act (“RCRA”) Subtitle D, 40 CFR Part 258) or applicable State requirements for an EPA approved state. Per Section 1.4.3, a closure plan meeting Federal (Subtitle D) requirements must have been approved by the appropriate Federal, State or Local regulatory authority, and a copy or receipt demonstrating this approval must be provided in the Proposal.
- B. A description of Facility operations, procedures and disposal capacity demonstrating the Facility's ability to handle the tonnage to be delivered by the Counties.
- C. A description of the environmental monitoring programs, including groundwater (detection monitoring and assessment monitoring), landfill gas, leachate and stormwater monitoring.
- D. A description of the Facility closure plan and financial provisions to insure required closure and post closure monitoring.
- E. Documentation as to the amount of Waste already disposed of at the Disposal Facility, the remaining capacity available, and how capacity will be reserved for Acceptable Material delivered by the Counties.
- F. A site plan, engineering drawings and specifications for the Disposal Facility. The site plan should identify areas of the Disposal Facility previously filled, being presently operated, and reserved for future use. A staging schedule for future fill operations shall be provided.

5.3.3.5 Description of Acceptance Facility

A comprehensive description of the Acceptance Facility including the following:

- A. Adequate information to demonstrate compliance with Applicable Law including all permit and regulatory requirements and the Facility's ability to handle the delivery vehicle types and Acceptable Material quantity which will be delivered by the Counties.
- B. A description of design features of the Acceptance Facility including submission of a site plan, engineering drawings and specifications.
- C. An operations plan addressing all operating procedures necessary to demonstrate permit compliance and compliance with requirements of this RFP, including operating schedule, traffic management, vehicle queuing, wait time control, Waste screening, site security, litter control, safety measures including fire control,

weighing system operation including software capabilities, and Facility operating schedule.

5.3.3.6 Description of Other Facilities

A description of all other Facilities which will be utilized to provide the Service which demonstrates compliance with Applicable Law, permits and regulations, and demonstrates the Facility's ability to handle the Acceptable Material quantities which will be delivered by the Counties. The descriptions must demonstrate that the Facilities are currently fully operational and that provisions have been made to dispose of residual and bypass Waste. A comprehensive description shall be provided for Disposal Facilities for residual and bypass Waste as specified in Section 5.3.3.4.

5.3.3.7 Facility Not Yet Constructed

For Acceptance and Disposal Facilities which are not yet operational, a description shall be provided regarding the schedule and specific steps to be taken to cause these Acceptance and Disposal Facilities to be fully operational on or before the Operations Dates. The status of required approvals and permits shall be described including a schedule and description of steps necessary to accomplish these approvals. A critical path schedule shall be provided detailing the schedule and efforts required to have the Facilities fully operational on or before the required Operations Dates including permitting, design, construction, and start-up/shakedown.

This critical path schedule (“Milestone Schedule,” as defined in the attached Service Agreement) will be used to generate a compliance schedule for the project. Failure of the Company to meet any of the required milestones results in a Default as defined in Section 6.1 of the attached Service Agreement.

5.3.3.8 Description of Transportation Services

For the transportation system, a description of major equipment and vehicles which will be dedicated to loading and transporting Acceptable Material delivered by the Counties shall be provided. The description shall demonstrate compliance with all applicable Federal (DOT) and State regulations.

5.3.4 Price Proposals

Completed Proposals Forms B-1-A, B-1-B, B-1-C and Forms B-2-A, B-2-B, B-2-C shall be included in the Proposal submission, including BOTH SEPARATE AND JOINT Price Proposals on behalf of Anne Arundel County and Howard County. The Proposer will be required to submit separate and joint pricing for the Counties for both Scenario 1 and 2 in order for its Proposal to be deemed a responsive Proposal. The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and Counties in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton pricing set forth in the Price Proposal shall apply to any such maximum tonnage increase.

The prices proposed under this Section 5.3.4 of this RFP will be irrevocable for the required period as set forth in Section 5.5.1 D. below.

5.3.4.1 Inflation Adjustment

See Article III of the attached Service Agreement for the application of the Inflation Adjuster.

5.3.4.2 Out-of-Hours Delivery Charge

The Counties agree to pay an Out-of-Hours Delivery Charge in an amount 3% above the Proposals' price which shall be charged for each ton of Acceptable Material delivered before or after the hours listed in Schedule II of the attached Service Agreement, except the Out-of-Hours Delivery Charge will not be charged for Acceptable Material delivered between the hours of 5:00 p.m. and 7:00 p.m. on the first regular collection day following a Holiday. The Out-of-Hours Delivery Charge will not apply for any hours the Acceptance Facility is open to receive Acceptable Material from sources other than the Authority.

5.3.5 Financial and Business Submissions

The following shall be submitted:

- A. Proof of Good Standing with the Maryland State Department of Assessments and Taxation. Certificates of Good Standing from the Maryland State Department of Taxation are required for ALL subcontractors whose work is estimated to be greater than 10% of the total project value over both (a) any twelve-month period under the initial term and (b) over the life of the initial term. This requirement shall extend to each and every renewal period. Failure to disclose this information may be construed as a Default under 6.1.6 of the attached Service Agreement, leading to termination.
- B. A letter or similar document committing to issuance of a Letter of Credit or Performance Bond in the form provided in the attached Service Agreement and signed by an Officer of the Proposer's bank or financial guarantor. The letter shall indicate that the amount needed by the Proposer to implement and provide the Service is or will be made available to the Proposer so that it can meet its obligations under the Service Agreements.

In lieu of a letter, as described in (B) above, a corporate guarantee meeting the requirement provided in the attached Service Agreement and signed by an officer of the corporation empowered to make such guarantee. The corporate guarantee shall be submitted with the following:

The most recent audited financial statements of the corporation or other entity that will enter into the Service Agreements. Such statements must be certified by an officer of the entity and accompanied by the unqualified opinion of an independent certified public accountant. **The statements must show that the entity meets the following threshold criteria:**

1. Net worth for each of the last three fiscal years of \$7,000,000 or more;
2. The ratio of net cash flow from continuing operations to annual debt (net interest and principal) for two out of the last three fiscal years equal to at least 1:1;
3. The "current ratio" for two out of the last three fiscal years equal to at least 1:1; and
4. Cash and/or cash equivalent of at least \$1,000,000 on the date of the most recent audited financial statement.

In addition, no adverse material change in financial position shall have occurred since the end of the most recent fiscal year.

If audited financial statements are not available, a letter signed by an Officer of the Proposer's bank indicating that the Proposer's financial condition meets the threshold criteria enumerated in 1 through 4 above.

- C. Information concerning any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three years, including comparable information for related companies and principals of companies and actual and pending litigation in which the Proposer is involved. The Proposer must disclose the financial and legal standing of ALL subcontractors whose work is estimated to be greater than 10% of the total project value over both (a) any twelve-month period under the initial term and (b) over the life of the initial term. This requirement shall extend to each and every renewal period. Failure to disclose this information may be construed as a Default under Section 6.1.6 of the attached Service Agreement, leading to termination.
- D. If the Proposer or any member of the Proposer's team is a partnership or joint venture, full information concerning the nature and structure of the partnership or joint venture, including:
 1. Date of formation of the joint venture or partnership, together with copies of joint venture or partnership agreements plus amendments; and
 2. A description of the obligations of the partners to the Authority, specifically addressing if the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations to provide this Service.
- E. Corporate authorization to sign the Proposal.

5.3.6 Proposer's Representation

- A. Each Proposer submitting a Proposal represents that:
 - 1. The RFP and attached documents have been read and are understood and the Proposal is made in accordance therewith.
 - 2. The Proposer has the opportunity to request clarification from the Authority of any provisions of the RFP the Proposer deem ambiguous or unclear.
 - 3. The Proposal is based upon the terms, requirements, materials, systems and equipment described in the RFP without exceptions.
 - 4. The only Person, firm or corporation, or Persons, firms or corporations that has, or have any interest in this Proposal, or in the contract or contracts Proposal to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any Person, firm or corporation making a Proposal for the same work.
 - 5. The Proposer is in good standing with the Maryland Department of Assessments and Taxation.

5.4 Request for Clarifications

- A. Proposers shall promptly notify the Authority in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP or attached Service Agreement. Failure to do so waives the right of the Proposer to raise such ambiguity, inconsistency or error in any Proposal protest after the Proposals are opened. See Section 1.2 above for reference.
- B. Any interpretation, correction, or change of the RFP will be made by written Addendum. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections and changes. See Section 1.2 above for reference.

5.5 Basis of Selection/Method of Award

The selection of a Proposer and the execution of the Service Agreements, while anticipated, are not guaranteed by the Authority. The Authority reserves the right to determine whether the Proposals are in the best interest of the Authority and the Counties; to reject any and all Proposals; to waive any irregularities of any Proposals submitted; and to select the Proposal(s) which meets all requirements specified in this RFP and the attached Service Agreement.

No award may be made, and no Service Agreements may be executed unless and until the Authority's Board votes to approve the Service Agreements and Waste Disposal Agreements and the Counties approve the respective Waste Disposal Agreements.

5.5.1 Selection Process

The Authority intends to follow the process outlined below in identifying a Proposer with whom the Service Agreements are executed.

- A. The Executive Director of the Authority will appoint an evaluation committee (the “Evaluation Committee”) to be comprised of Authority, Anne Arundel County, and Howard County staff, and other members, as necessary, including professional consultants. The Evaluation 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 Evaluation Committee in order of best value to the Authority. The Authority will identify the Price Proposals submitted by a Proposer meeting the requirements specified in this RFP and the attached Service Agreement. The Authority reserves the right to disqualify a Proposal from consideration if, in the Authority's sole opinion, the Proposal does not satisfy the above requirements.
 - (i) The Authority will employ the method of competitive negotiation to select a Contractor. 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 interests 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 of Proposals and conduct negotiations only with those Proposers within the competitive range, and may request best and final offers. Proposers whose Proposals are not selected will be so notified in writing.
 - (ii) The Proposal will be evaluated based on cost, experience and environmental impact, including meeting the Counties’ recycling, sustainability and operational goals. The Authority will consider all factors when evaluating the Proposals. For the Price Proposal evaluation, the Authority will use the per ton dollar amount listed in the completed Forms B-1-A, B-1-B, B-1-C and Forms B-2-A, B-2-B, B-2-C and apply an annual 4% CPI increase to evaluate the pricing for the initial term. Please note that the CPI adjustment will be the actual CPI, the 4% estimate is only used to evaluate the Proposals.
- C. The Authority may execute the Service Agreements with the selected Proposer determined to satisfy all requirements specified in the RFP and attached Service Agreement contingent upon the respective County’s approval. If the Service Agreements are not executed by the Proposer within 5 (five) Business Days of the Authority's request, (following execution of Waste Disposal Agreements between the Counties and Authority) the Proposer may be disqualified from further consideration.

- D. A Proposer who is disqualified from further consideration by the Authority shall forfeit his or her Proposal Bond/Letter of Credit provided pursuant to Section 5.3.1. If a Proposer is disqualified from further consideration, the Authority will repeat the selection process considering the remaining Proposers. At the Authority's option, all Proposals will remain in effect for 120 calendar days from the final Proposal Submission Due Date for Proposals or until the Service Agreements are executed, whichever occurs first.

- E. ADA Compliance: Alternative forms of this RFP will be provided upon request.

FORM A-1

PROPOSER'S CONTACT INFORMATION FORM

**ANNE ARUNDEL COUNTY AND HOWARD COUNTY REGIONAL NON-RECYCLED
MUNICIPAL SOLID WASTE ACCEPTANCE, PROCESSING, TRANSPORTATION &
DISPOSAL SERVICES REQUEST FOR PROPOSALS**

(1st) Name: _____

Title: _____

(2nd) Name: _____

(optional)

Title: _____

(optional)

Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail (1st): _____

E-mail (2nd): _____

I / we prefer to be contacted by: *(circle one)* U.S. Mail, telephone, fax, e-mail

I / we prefer correspondence to be sent by: *(circle one)* U.S. Mail, fax, e-mail

Please fax, e-mail or mail completed form to:

Regional Non-recycled Municipal Solid Waste Acceptance, Processing, Transportation
and Disposal Services

Northeast Maryland Waste Disposal Authority

Tower II – Suite 402, 100 South Charles Street

Baltimore, MD 21201-2705

Fax. (410) 333-2721

procurement@nmwda.org

FORM A-2

WAIVER OF DAMAGES

The Proposer and all Affiliates understand that by submitting Proposals, the Proposer is acting at its own risk and the Proposer and all Affiliates hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting or to result from any action or inaction on the part of the Authority concerning the evaluation and selection of Proposals by the Authority, any Agreements entered into for the Services described in the RFP, or any award or non-award of a contract, pursuant thereto.

Proposer:

Signature of Company Representative

Typed Name

Title

Date

FORM A-3

PROPOSAL CHECKLIST

1. _____ (name of Company) submits this Proposal in response to the Request for Proposals for Regional Non-recycled Municipal Solid Waste Acceptance, Processing, Transportation and Disposal Services.
2. _____ (Company officer) certify that I have read the RFP and reviewed the Draft Service Agreement and [License] items and [Name of Company]_____takes no exceptions. _____ (initials);
3. The Proposer's Proposal shall contain the following items:
 - Transmittal Letter / Cover Letter;
 - Per Section 1.4.3, copies of all permits for Acceptance and Disposal Facilities (including permit applications as described in Section 1.4.3).
 - Per Section 1.5.2, rail transportation equipment must be approved by the regional controller of the railways and a copy or receipt demonstrating this approval must be provided in the Proposal.
 - Per Section 3.1.1, a copy of the tare weight procedure must be included in the Proposal for consideration by the Authority.
 - Per Section 3.2, the Proposer must include evidence of contingency Acceptance and Disposal Facilities in case the primary Facilities are unavailable.
 - Per Section 4.1.5, the Proposal must include a subcontracting plan for MBE/WBE firms to meet the Counties' MBE/WBE policies. The Proposer must include documentation on the published corporate policies specific to equal opportunity employment and non-segregated Facilities.
 - Per the Section 4.3.1.1 and the attached Service Agreement, the Proposal must contain a letter from a Surety or Financial Institution stating that the Company will be able to obtain a Performance Bond or Letter of Credit equal to the value of one half (1/2) of one (1) year of estimated Services;
 - Per Section 5.1, Proposals must be printed double-sided on recycled paper. An original and five (5) complete copies of the Proposal shall be submitted. Proposals must be printed on minimum 50% recycled contents paper. Each page must have "Recycled Paper" in the footer. Proposals must also be submitted by electronic format, either by email, Dropbox (or an equivalent) or five (5) USBs or flash drives.

- Proposal Bond or Letter of Credit in the amount of \$10,000 as required by Section 5.3.1;
- Per Section 5.3.2, the Proposal must contain the Proposer Qualifications.
- Technical Proposal that contains the elements described in Section 5.3.3;
- Per Section 5.3.4, Price Proposal submitted on the Forms B-1-A, B-1-B, B-1-C and Forms B-2-A, B-2-B, B-2-C, including BOTH SEPARATE AND JOINT pricing for the Counties, in the original Proposal and five copies; and
- Per Section 5.3.5, the Proposer must include all Financial and Business Submissions information
- Proposer must include a completed A-1 Form, the Proposer's Contact Information Form
- Proposer must include a completed A-2 Form, the Proposer's Waiver of Damages Form
- Proposer must include an acknowledgement of receipt of all Addenda, on Form A-4.

FORM A-4

ADDENDA RECEIPT ACKNOWLEDGEMENT

PROPOSAL SUBMISSION FORM

Authority Address

Attention: Executive Director

I, Mr./Ms. _____, am an authorized official of _____
(legal name of the key member) and confirm that:

I understand and agree to comply with the conditions set out in the RFP including but not limited to confidentiality and conflict of interest requirements.

I/We hereby submit my/our qualifications in response to the RFP document for the above-named project.

I/We have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

Acknowledge receipt of Addenda by number and issue date:

Addenda No.	Dated:

Submitted by:

Address	Telephone No:
	Fax No:
	Date:

(Signature of authorized signing officer)

Name: _____

Title: _____

FORM B-1-A

**SCENARIO I PRICE PROPOSAL FOR ANNE ARUNDEL COUNTY
(SEPARATE PRICE PROPOSAL)**

Subject to its annual appropriation and operational requirements, Anne Arundel County will direct all County-collected curbside trash and possibly trash collected at its facilities to the Proposer's Facilities the majority of the time. There may be instances in which the County needs to direct their trash to the MLFRRF in order to achieve operational initiatives. These instances will typically be known in advance and be of short duration and the Proposer will be notified of the start and stop dates. The County may also direct any other Acceptable Material generated by any governmental or non-governmental entity within or outside the County delivered on the County's behalf. The Proposer will accept all Acceptable Material pursuant to the terms of the attached Service Agreement. The Proposer will be responsible to accept all Acceptable Material delivered or find alternative disposal options.

The Proposer is to supply each tier of pricing and the tonnage threshold per Service Fee level to a maximum of six (6) tiers. All tons (County and piggy-back) will be cumulative in determining the tiered pricing. The completed form should reflect current dollars. The final Price Proposal will be adjusted (up or down) to bring the prices to 2023 level by applying the CPI factor.

The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and County in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton price shall apply to any increased maximum number of tons.

1. Proposed Price per Ton up to _____ tons per contract year
\$ _____ per ton
2. Proposed Price per Ton for all tons over tons in one above up to _____ tons per year
\$ _____ per ton
3. Proposed Price per Ton for all tons over tons in two above up to _____ tons per year
\$ _____ per ton
4. Proposed Price per Ton for all tons over tons in three above up to _____ tons per year
\$ _____ per ton

5. Proposed Price per Ton for all tons over tons in four above up to _____ tons per year
\$ _____ per ton

6. Proposed Price per Ton for all tons over tons in five above up to _____ tons per year
\$ _____ per ton

Maximum number of tons per year allowed (if applicable) _____

FORM B-1-B

**SCENARIO I PRICE PROPOSAL FOR HOWARD COUNTY
(SEPARATE PRICE PROPOSAL)**

Subject to its annual appropriation and operational requirements, Howard County will direct all County-collected curbside trash and all trash collected at its facilities to the Proposer's Facilities the majority of the time. There may be instances in which the County needs to direct their trash to the ARL in order to achieve operational initiatives. These instances will typically be known in advance and be of short duration and the Proposer will be notified of the start and stop dates. The Proposer will accept all Acceptable Material pursuant to the terms of the attached Service Agreement. The Proposer will be responsible to accept all Acceptable Material delivered or find alternative disposal options.

The Proposer is to supply each tier of pricing and the tonnage threshold per Service Fee level to a maximum of six (6) tiers. All tons (County and piggy-back) will be cumulative in determining the tiered pricing. The completed form should reflect current dollars. The final Price Proposal will be adjusted (up or down) to bring the prices to 2022 level by applying the CPI factor.

The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and County in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton price shall apply to any increased maximum number of tons.

1. Proposed Price per Ton up to _____ tons per contract year
\$ _____ per ton
2. Proposed Price per Ton for all tons over tons in one above up to _____ tons per year
\$ _____ per ton
3. Proposed Price per Ton for all tons over tons in two above up to _____ tons per year
\$ _____ per ton
4. Proposed Price per Ton for all tons over tons in three above up to _____ tons per year
\$ _____ per ton

5. Proposed Price per Ton for all tons over tons in four above up to _____ tons per year
\$ _____ per ton

6. Proposed Price per Ton for all tons over tons in five above up to _____ tons per year
\$ _____ per ton

Maximum number of tons per year allowed (if applicable) _____

FORM B-1-C

**SCENARIO I PRICE PROPOSAL FOR BOTH
ANNE ARUNDEL COUNTY AND HOWARD COUNTY
(JOINT PRICE PROPOSAL)**

Subject to annual appropriations and operational requirements, Anne Arundel County will direct all County-collected curbside trash and possibly trash collected at its facilities to the Proposer's Facilities the majority of the time. Subject to annual appropriations and operational requirements, Howard County will direct all County-collected curbside trash and trash collected at its facilities to the Proposer's Facilities the majority of the time. There may be instances in which the Counties need to direct their trash to the MLFRRF or ARL in order to achieve operational initiatives. These instances will typically be known in advance and be of short duration and the Proposer will be notified of the start and stop dates. Anne Arundel County may also direct any other Acceptable Material generated by any governmental or non-governmental entity within or outside the County delivered on the County's behalf. The Proposer will accept all Acceptable Material pursuant to the terms of the attached Service Agreement. The Proposer will be responsible to accept all Acceptable Material delivered or find alternative disposal options.

The Proposer is to supply each tier of pricing and the tonnage threshold per Service Fee level to a maximum of six (6) tiers. All tons (County and piggy-back) will be cumulative in determining the tiered pricing. The completed form should reflect current dollars. The final Price Proposal will be adjusted (up or down) to bring the prices to 2022 and 2023 level by applying the CPI factor.

The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and Counties in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton price shall apply to any increased maximum number of tons.

1. Proposed Price per Ton up to _____ tons per contract year
\$ _____ per ton
2. Proposed Price per Ton for all tons over tons in one above up to _____ tons per year
\$ _____ per ton
3. Proposed Price per Ton for all tons over tons in two above up to _____ tons per year
\$ _____ per ton
4. Proposed Price per Ton for all tons over tons in three above up to _____ tons per year
\$ _____ per ton

5. Proposed Price per Ton for all tons over tons in four above up to _____ tons per year
\$ _____ per ton

6. Proposed Price per Ton for all tons over tons in five above up to _____ tons per year
\$ _____ per ton

Maximum number of tons per year allowed (if applicable) _____

FORM B-2-A

**SCENARIO II PRICE PROPOSAL FOR ANNE ARUNDEL COUNTY
(SEPARATE PRICE PROPOSAL)**

Anne Arundel County will enter into blanket (or on-call) Agreements with all qualified Proposers, as desired. There will be no guarantee of deliveries. The County will use a routing cost analysis to determine which Facilities it will use on a daily, weekly and monthly basis. The cost analysis will include, at a minimum, distance and time to the Proposer's Facility from the location that the trash was collected; cost of driver and truck for that time; cost of that driver being away from the County facilities therefore not available to perform work at the facilities; price to dispose of trash. Although not required, the County will establish routines for deliveries once the price is known for each Facility and factored into the cost analysis.

The Proposer is to supply each tier of pricing and the tonnage threshold per Service Fee level to a maximum of six (6) tiers. All tons (County and piggy-back) will be cumulative in determining the tiered pricing. The completed form should reflect current dollars. The final Price Proposal will be adjusted (up or down) to bring the prices to 2023 level by applying the CPI factor based on the start of Service.

The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and County in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton price shall apply to any increased maximum number of tons.

1. Proposed Price per Ton up to _____ tons per contract year
\$ _____ per ton

2. Proposed Price per Ton for all tons over tons in one above up to _____ tons per year
\$ _____ per ton

3. Proposed Price per Ton for all tons over tons in two above up to _____ tons per year
\$ _____ per ton

4. Proposed Price per Ton for all tons over tons in three above up to _____ tons per year
\$ _____ per ton

5. Proposed Price per Ton for all tons over tons in four above up to _____ tons per year
\$ _____ per ton

6. Proposed Price per Ton for all tons over tons in five above up to _____ tons per year

\$_____ per ton

Maximum number of tons per year allowed (if applicable)_____

FORM B-2-B

**SCENARIO II PRICE PROPOSAL FOR HOWARD COUNTY
(SEPARATE PRICE PROPOSAL)**

Howard County will enter into blanket (or on-call) Agreements with all qualified Proposers, as desired. There will be no guarantee of deliveries. The County will use a routing cost analysis to determine which Facilities it will use on a daily, weekly and monthly basis. The cost analysis will include, at a minimum, distance and time to the Proposer's Facility from the location that the trash was collected; cost of driver and truck for that time; cost of that driver being away from the County facilities therefore not available to perform work at the facilities; price to dispose of trash. Although not required, the County will establish routines for deliveries once the price is known for each Facility and factored into the cost analysis.

The Proposer is to supply each tier of pricing and the tonnage threshold per Service Fee level to a maximum of six (6) tiers. All tons (County and piggy-back) will be cumulative in determining the tiered pricing. The completed form should reflect current dollars. The final Price Proposal will be adjusted (up or down) to bring the prices to 2022 level by applying the CPI factor based on the start of Service.

The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and County in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton price shall apply to any increased maximum number of tons.

1. Proposed Price per Ton up to _____ tons per contract year
\$ _____ per ton
2. Proposed Price per Ton for all tons over tons in one above up to _____ tons per year
\$ _____ per ton
3. Proposed Price per Ton for all tons over tons in two above up to _____ tons per year
\$ _____ per ton
4. Proposed Price per Ton for all tons over tons in three above up to _____ tons per year
\$ _____ per to
5. Proposed Price per Ton for all tons over tons in four above up to _____ tons per year
\$ _____ per ton

6. Proposed Price per Ton for all tons over tons in five above up to _____ tons per year

\$_____ per ton

Maximum number of tons per year allowed (if applicable)_____

FORM B-2-C

**SCENARIO II PRICE PROPOSAL FOR BOTH
ANNE ARUNDEL COUNTY AND HOWARD COUNTY
(JOINT PRICE PROPOSAL)**

Anne Arundel County and Howard County will enter into blanket (or on-call) Agreements with all qualified Proposers, as desired. There will be no guarantee of deliveries. The Counties will use a routing cost analysis to determine which Facilities they will use on a daily, weekly and monthly basis. The cost analysis will include, at a minimum, distance and time to the Proposer's Facility from the location that the trash was collected; cost of driver and truck for that time; cost of that driver being away from the Counties' facilities therefore not available to perform work at the facilities; price to dispose of trash. Although not required, the Counties will establish routines for deliveries once the price is known for each Facility and factored into the cost analysis.

The Proposer is to supply each tier of pricing and the tonnage threshold per Service Fee level to a maximum of six (6) tiers. All tons (County and piggy-back) will be cumulative in determining the tiered pricing. The completed form should reflect current dollars. The final Price Proposal will be adjusted (up or down) to bring the prices to 2022 and 2023 level by applying the CPI factor based on the start of Service.

The maximum number of tons per year received at the Acceptance Facility, as stated on the Proposal Forms, can be increased at any time upon mutual written agreement by the Company, Authority and Counties in an amendment to the Service Agreement. The revised maximum tonnage can apply to a specific year, or remaining term, as determined by the mutual written amendment to the Service Agreement. The maximum per ton price shall apply to any increased maximum number of tons.

1. Proposed Price per Ton up to _____ tons per contract year
\$ _____ per ton
2. Proposed Price per Ton for all tons over tons in one above up to _____ tons per year
\$ _____ per ton
3. Proposed Price per Ton for all tons over tons in two above up to _____ tons per year
\$ _____ per ton
4. Proposed Price per Ton for all tons over tons in three above up to _____ tons per year
\$ _____ per ton
5. Proposed Price per Ton for all tons over tons in four above up to _____ tons per year
\$ _____ per ton

6. Proposed Price per Ton for all tons over tons in five above up to _____ tons per year

\$_____ per ton

Maximum number of tons per year allowed (if applicable)_____

A. As an example, for Anne Arundel County, if the Proposer supplied the following pricing, applicable to BOTH Scenario I and Scenario II, the following Scenario would apply:

1. Proposed Price per Ton up to 150,000 tons per year at \$35 per ton
2. Proposed Price per Ton for all tons over 150,000 up to 165,000 tons per year at \$33 per ton
3. Proposed Price per Ton for all tons over tons 165,000 above at \$31 per ton

Example 1: The contract year is April 12, 2023 through the end of the day (11:59 PM) June 30, 2024. Acceptable Material is delivered to the Proposer and at the end of the day (11:59 PM) on January 14, 2024 (contract year to date) a total of 150,000 tons, were delivered. This triggers a change in the tiered pricing. The total January 2024 delivered tons is 10,600 (5,000 tons received January 1-14 and; 5,600 tons received January 15-31).

Therefore, the Proposer supplies the January invoice as follows:

January 1 - 14 Tons: 5,000 tons times \$35 per ton = \$175,000

January 15 – 31 Tons: 5,600 tons times \$33 per ton = \$184,800

Total Invoice for the Month of January 2024 = \$359,800

The Company is expected to submit a monthly spreadsheet (MS Excel 2012 compatible) using the reporting categories found in Exhibit A of Schedule IV of the attached Service Agreement to accompany the monthly invoice. The source of the tonnage (Anne Arundel County and other contracted tonnage) should be clearly delineated.

B. As an example, for Howard County, if the Proposer supplied the following pricing, applicable to BOTH Scenario I and Scenario II, the following Scenario would apply:

1. Proposed Price per Ton up to 150,000 tons per year at \$35 per ton
2. Proposed Price per Ton for all tons over 150,000 up to 165,000 tons per year at \$33 per ton
3. Proposed Price per Ton for all tons over tons 165,000 above at \$31 per ton

Example 1: The contract year is July 1, 2022 through the end of the day (11:59 PM) June 30, 2023. Acceptable Material is delivered to the Proposer and at the end of the day (11:59 PM) on January 14, 2023 (contract year to date) a total of 150,000 tons, were delivered. This triggers a change in the tiered pricing. The total January 2023 delivered tons is 10,600 (5,000 tons received January 1-14 and; 5,600 tons received January 15-31).

Therefore, the Proposer supplies the January invoice as follows:

January 1 - 14 Tons: 5,000 tons times \$35 per ton = \$175,000

January 15 - 31 Tons: 5,600 tons times \$33 per ton = \$184,800

Total Invoice for the Month of January 2023 = \$359,800

The Company is expected to submit a monthly spreadsheet (MS Excel 2012 compatible) using the reporting categories found in Exhibit A of Schedule IV of the attached Service Agreement to accompany the monthly invoice. The source of the tonnage (Howard County and other contracted tonnage) should be clearly delineated.

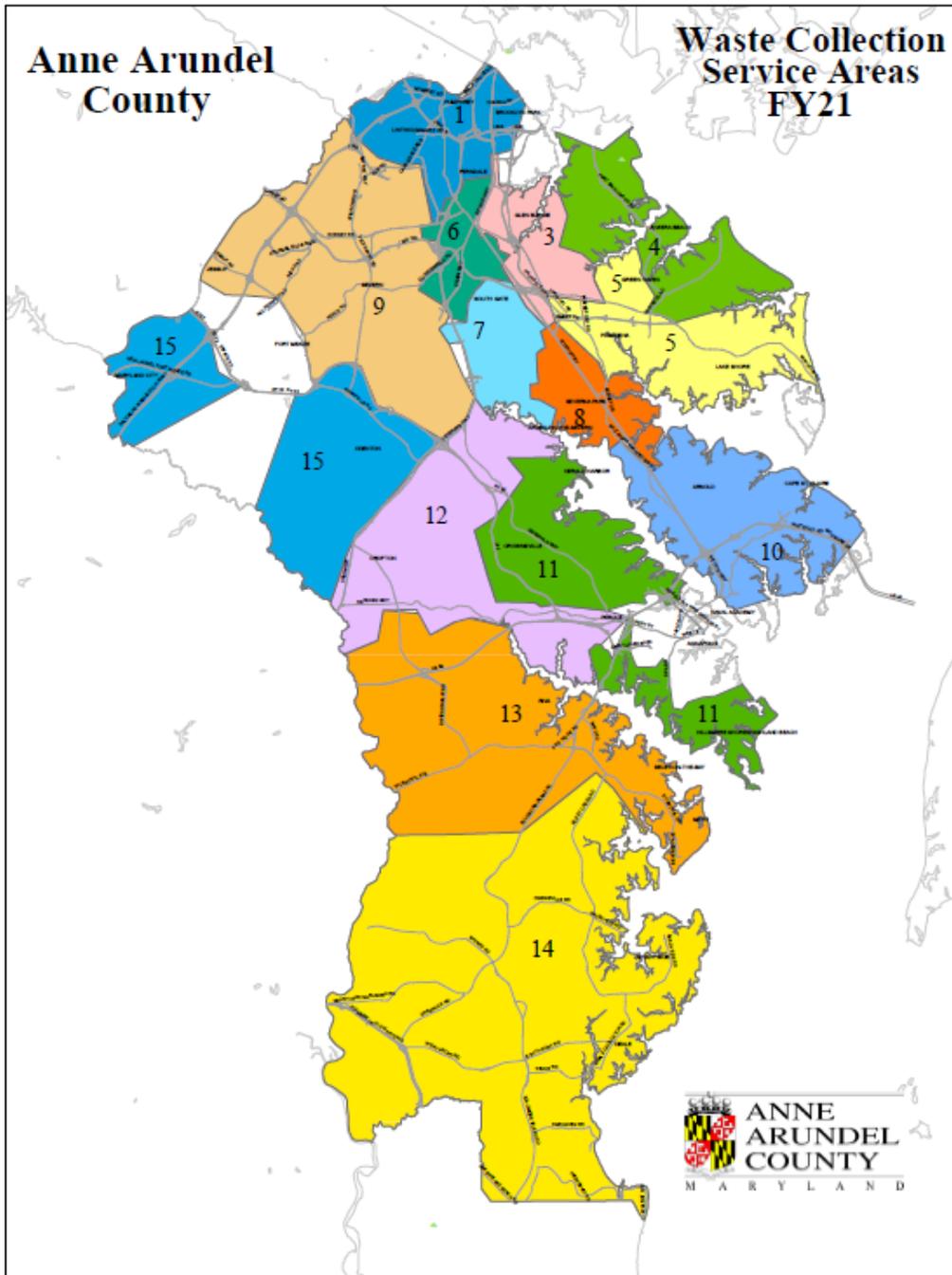
EXHIBIT I

SERVICE AREA MAPS FOR ANNE ARUNDEL COUNTY AND HOWARD COUNTY

The Authority does not endorse or recommend any specific location for the Service. The Authority is providing the map in this Exhibit I, below, as a reference for the geographic region for Acceptance Facilities that will be accepted under the RFP. Please see Clauses (A) and (E) of Section 1.4.3 of the RFP, as well as (E) in the Recitals, Section 2.1(b) and Section 2.7(a) of the attached Service Agreement regarding the control of property requirements for the Proposer and its proposed Disposal and Acceptance Facilities.

Contractual Geographic Limitations for Acceptance Facilities under the RFP:

SERVICE AREA MAP FOR ANNE ARUNDEL COUNTY



SERVICE AREA MAP FOR HOWARD COUNTY

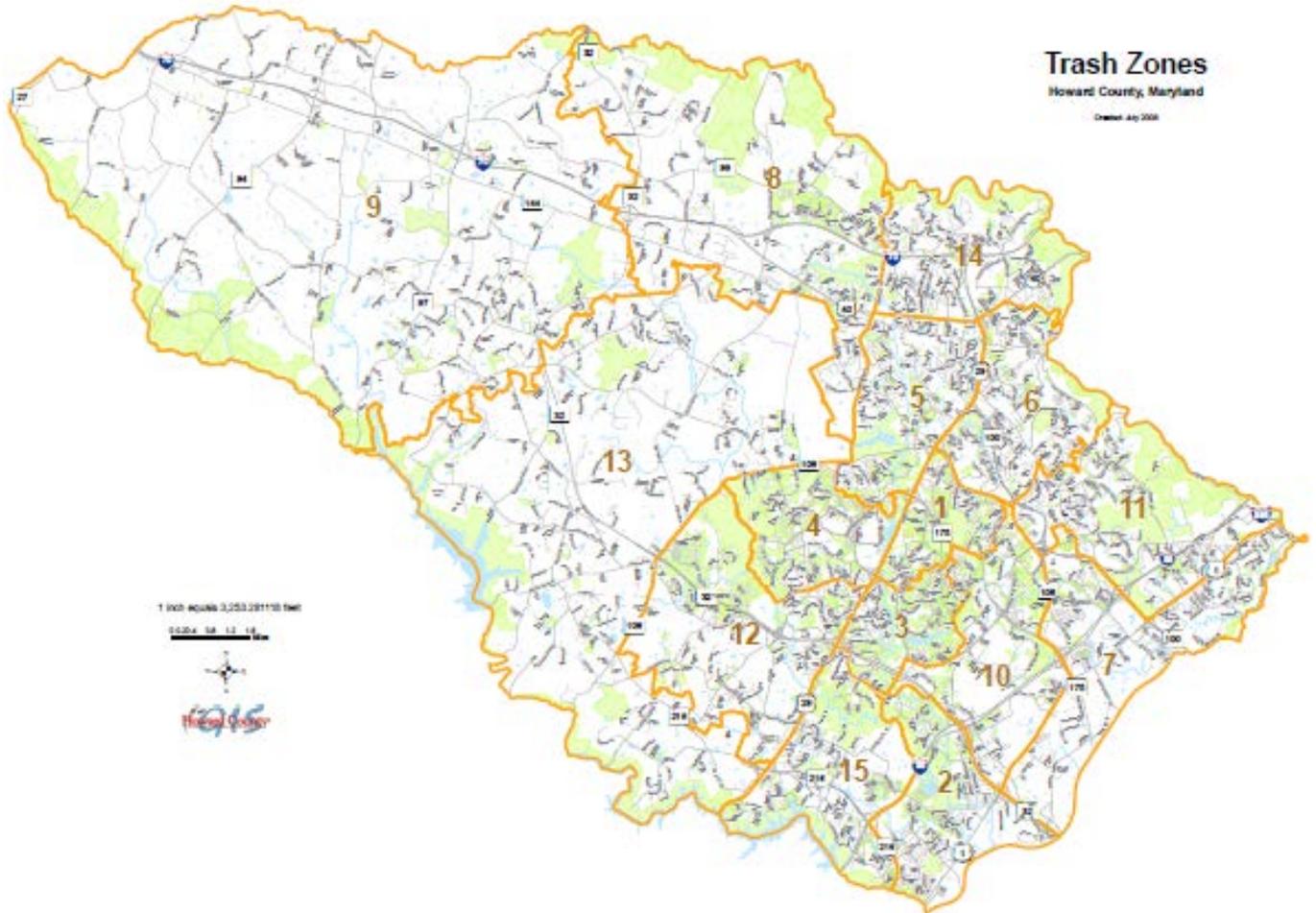


EXHIBIT II

**HISTORICAL COUNTY WASTE RECORDS FY 19, FY 20
CURBSIDE COLLECTED RESIDENTIAL WASTE
AND NON-CURBSIDE COLLECTED WASTE**

ANNE ARUNDEL COUNTY CURBSIDE COLLECTION

SERVICE AREA NO.	NO. OF HOUSEHOLDS (as of 03/01/2021)	TONS TRASH	
		FY 19	FY 20
1	13,592	10,371	11,137
2	N/A	N/A	N/A
3	8,625	6,120	6,714
4	11,732	8,440	9,321
5	14,168	11,103	11,644
6	8,538	6,386	6,879
7	8,677	6,127	6,672
8	7,874	5,860	6,289
9	20,400	13,977	15,313
10	15,029	10,545	11,646
11	9,053	6,163	6,224
12	14,885	9,577	10,046
13	11,942	8,869	9,461
14	9,132	5,488	6,064
15	13,978	8,774	9,816
TOTAL CURBSIDE	167,625	117,800	127,226

ANNE ARUNDEL COUNTY NON-CURBSIDE COLLECTION

	TRASH	
	FY 19	FY 20
COMMUNITY CLEANUP/COUNTY-WIDE & SPECIAL PROJECTS	793	312
SELF HAUL TO MLFRRF (NO CHARGE)	26,427	30,812
SELF HAUL TO NORTHERN RECYCLING CENTER	31,614	28,671
SELF HAUL TO CENTRAL RECYCLING CENTER	14,055	13,134
SELF HAUL TO SOUTHERN RECYCLING CENTER	10,795	11,230
GOVERNMENT AGENCIES DELIVERY TO MLFRRF	6,448	4,024
MLFRRF (CHARGE), INCLUDING MLFRRF-MATTRESSES	46,747	55,142
TOTAL NON-CURBSIDE	136,879	143,325
TOTAL TONS	254,679	270,551

Fiscal Year 2019 and 2020 Annapolis Junction tonnages

Jurisdiction	2019 Tons	2020 Tons
Anne Arundel County	102,295.31	142,682.79
Fort Meade	N/A*	N/A*
City of Annapolis	N/A*	N/A*
Total	102,295.31	142,682.79

*Not managed under the current or future Anne Arundel County Waste Disposal Agreement with the Authority nor the Authority's Service Agreement with the Company.

HOWARD COUNTY TOTAL CURBSIDE PLUS CURBSIDE BULK COLLECTION		
TONS TRASH		
	FY 19	FY 20
TOTAL CURBSIDE	58,142	61,511
HOWARD COUNTY NON-CURBSIDE COLLECTION		
	TONS TRASH	TONS TRASH
	FY 19	FY 20
COMMUNITY CLEANUP/COUNTY-WIDE & SPECIAL PROJECTS	328	110
BULK ITEM PICK UP	Included in curbside	Included in curbside
SELF HAUL TO ARL	49,885	53,296
GOVERNMENT COLLECTED	8,569	3,756
ALL OTHER	0	0
TOTAL NON-CURBSIDE	58,782	57,162
TOTAL TONS	116,924	118,673

Fiscal Year 2019 and 2020 Annapolis Junction Tonnages		
Jurisdiction	2019 Tons	2020 Tons
Howard County	116,924	118,673

EXHIBIT III
SERVICE AGREEMENT

(See attached)