



MEMORANDUM

TO: RFP Recipients

FROM: Kitty McIlroy *KM*  
Project Analyst

DATE: December 6, 2018

SUBJECT: Addendum No. 2 to the Request for Proposals (RFP) for Electronic Materials Collection and Recycling Services, dated November 20, 2018

The Northeast Maryland Waste Disposal Authority (Authority) is issuing this Addendum No. 2 to answer Proposer Questions submitted in writing by November 30, 2018. **Please note that technical and cost proposals are due on or before 4:00 p.m. EST. on Monday, December 10, 2018.**

**Question #1:** Are Howard and Montgomery Counties capable and willing to schedule and pay for the collection and shipping of the material to our facility located at [omitted by the Authority]?

**Answer:** *No. As stated in Appendix E: Cost Proposal Form of the RFP (bold for emphasis): "Proposers must submit their cost proposals per Member Jurisdiction, in the following table for electronic **transportation, processing, marketing and disposal of residue.**"*

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

**Question #2:** A starting question... is under section 2.4 on page 8, states proposal copy can be submitted by email, then further down it states proposals may not be submitted by email. Can you please clarify which one is correct?

**Answer:** *To clarify, email submission is acceptable. Please see the following language in Section 2.4 of the RFP (bold for emphasis): "Each Proposer shall submit a copy **by email or three printed copies** (double-sided and on recycled paper) and five complete compact disc or USB flash drive copies in portable document format (.PDF) of its technical and cost proposal." In Section 2.4 of the RFP, the following language is struck from the RFP: "Proposals may not be submitted by fax or email."*



**Question #3:** Can the trailers be hand-stacked so that about 30,000-35,000 lbs. of material can fit inside of them?

**Answer:** *All aspects of operations as described in the RFP, including Appendix A, will apply. As stated in Appendix E: Cost Proposal Form "the Proposer must submit a Cost Proposal Form in the format provided in Appendix E in the RFP, however, the Proposer may submit additional proposals that reflect the Proposer's unique or novel approach." As such, the submission of a Cost Proposal that allows for trailers to be hand-stacked could be an additional proposal reflecting the Proposer's unique or novel approach.*

**Question #4:** Section 2.4 paragraph one states proposal responses may be submitted by email; however, in paragraph three it states they may not be submitted via email. Please clarify.

**Answer:** *Please see the answer to Question #2 above.*

**Question #5:** RFP Section 3.8, Paragraph 2: It is proposed that the Contractor retain acceptance or rejection rights until the material is inspected by the Contractor at its Recycling Site.

**Answer:** *The Authority cannot allow for the Contractor to retain acceptance or rejection rights of material at its Recycling Site. Please see Section 3.8 of the RFP: "The Contractor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s). The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s); however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to the designated Recycling Site."*

**Question #6:** In regards to Section 3.06 – it is proposed that the termination for convenience clause in favor of the Member Jurisdiction be modified to 90 days and to be further modified to apply equally to both the Member Jurisdiction and the Contractor.

**Answer:** *The termination for convenience clause within Section 3.06 of Appendix H Master Service Agreement will remain the same: "a Member Jurisdiction may, without liability, terminate a Confirmation for its own convenience upon written notice to the Contractor at least 60 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed up to the date of such termination."*

**Question #7:** In regards to Section 7.03 – it is proposed that the indemnification and hold harmless language apply mutually to the Authority, Member Jurisdiction, and Contractor.

**Answer:** *All terms of indemnification and hold harmless language will remain in effect and unchanged. Per Section 7.03 of Appendix H, the Master Service Agreement, "the Contractor shall indemnify and hold harmless the Authority and its governing board, members (including the Member Jurisdictions under Confirmations), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with the Contractor's performance or omission of any act in*

*connection with this Agreement (including any Confirmation), unless it is the result of intentional misconduct or gross negligence of the Authority and/or Member Jurisdiction; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including reasonable attorneys' fees. The provisions of this Section 7.03 shall survive, and shall continue in full force and effect for a period of three years following the termination or expiration of this Agreement, but only to the extent that the act or event giving rise to indemnification hereunder occurred prior to such termination or expiration and only to the extent the Contractor is provided with written notice of a claim under the indemnification provisions of this Section 7.03 on or before the expiration of such three year period."*

**Question #8:** Paragraph 2.4 [of the RFP]... states that the proposal must be submitted before 4:00 PM on Friday, December 10, 2018. However, December 10 is a Monday. I'd just like clarification whether December 10 is the correct deadline date, or whether it is actually the Friday before or after that.

**Answer:** *In Section 2.4 of the RFP, the following language is revised as follows: "The technical and cost proposal must be submitted on or before 4:00 p.m. EST. on Monday, December 10, 2018 ("Proposal Closing Date.")"*