



MEMORANDUM

TO: RFP Recipients

FROM: Kitty McIlroy *KM*

DATE: June 10, 2019

SUBJECT: Addendum No. 1 to the Request for Proposals for Electronic Materials Collection and Recycling Services, dated May 31, 2019.

This Addendum No. 1 is to answer Proposer Questions submitted in writing by the Question Submittal Date on June 7, 2019. Answers issued by written addenda will be binding on the Authority, including the answers provided below.

1. **Question:** 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: No. The language as provided in Section 3.8 of the RFP shall remain unchanged and in effect.

2. **Question:** Section 3.10 – Contract Term: It is proposed that the Authority and its Member Jurisdictions alter the term to be a one-year contract with mutual annual renewal options.

Answer: No. Due to Authority procurement regulations and applicable case law, mutual renewal terms are not permissible. The Contract Term as stated in Section 3.10 of the RFP remains firm.

3. **Question:** Section 2.07 of the MSA – will the Authority and Member Jurisdiction waive their approval rights for subcontractors if the Recycler uses subcontractors that meet the e-Stewards and/or R2 standard?

Answer: Yes, the Authority and Member Jurisdictions waive their approval rights for subcontractors, as long as the subcontractors meet the e-Stewards and/or R2 standard; provided that the Contractor submit evidence of such subcontractor's certification prior to utilizing said subcontractor. The Contractor shall require any subcontractor to maintain such certification during the term of the Master Service Agreement.



4. **Question:** It is proposed that all insurance and indemnification language throughout the MSA apply equally to the parties.

Answer: No. All existing terms of insurance and indemnification language remain unchanged and in effect.

5. **Question:** In regard to Sections 3.01 and 3.02 of the MSA – it is proposed that the number of days of notification prior to termination be the same for both the Member Jurisdiction and the Contractor.

Answer: No. All existing terms of Section 3.01 and 3.02 of the MSA remain unchanged and in effect.

6. **Question:** In regard 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: In Section 3.06 of Appendix H, the Master Service Agreement, the following language

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

is hereby replaced with:

“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.”

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

Answer: No. All existing terms of indemnification and hold harmless language remain unchanged and in effect.