



TO: Interested Parties

FROM: Christopher W. Skaggs, Executive Director
Northeast Maryland Waste Disposal Authority

DATE: February 11, 2020

RE: Addendum No. 2 to the Request for Proposals for the Processing & Recycling of Recovered Materials for Carroll County, Maryland and Frederick County, Maryland, issued January 22, 2020

Below are responses to the RFP questions received from interested vendors.

QUESTIONS AND RESPONSES

1. Why did Carroll County's tonnage drop 200-300 tons after January 2019 (Page 14 – Appendix A)? Were Materials dropped from the program?

Response: *Since 2019, The Authority and its current Operator for Carroll County Transfer Station operations have coordinated with Carroll County in identifying loads that are heavily contaminated. Loads that have a high percentage of contamination (e.g., plastic bags, food waste) are not transported to the Processing Facility. The Operator transfers the contaminated loads to the waste area of Transfer Station after the County is notified. Haulers delivering loads identified by the Operator as contaminated are charged the current Carroll County MSW tip fee (\$/ton). Removal of the contaminated loads has resulted in the tonnage drop. Plastic bags are the only materials dropped from the program.*

2. Can Proposers submit pricing for one option, or must every option be bid under the Cost Proposal Form (Appendix C – Form C-1) of RFP?

Response: *The Cost Proposal Form requires the Proposer to propose on a market-based proposal and a fixed base proposal for all Recovered Material presented in Schedule 1 of Service Agreement. The Authority will modify the cost proposal form to allow Proposers to propose a market-based proposal or a fixed based proposal for all Recovered Materials presented in Schedule 1 of Service Agreement. A revised cost proposal form will be included in the next addendum.*

3. Can a Proposer submit a proposal from one County instead of both?

Response: *The RFP currently requires Proposers to submit a proposal for recovered material delivered from Carroll County, Maryland and Frederick County, Maryland. The Authority will modify this requirement and allow Proposers to submit a proposal for recovered material delivered from one or both Member Jurisdictions. If a Proposer proposes for recovered material delivered from both Member Jurisdictions, the Authority will have the option, at its sole discretion, to award the contract for one or both Member Jurisdictions.*

4. Does the Company have the ability to cancel contract within 30's day notice?

Response: *The Company does not have the ability to cancel contract within 30 days' notice. The Authority must be able to rely on the Company to provide services, as required, for its Member Jurisdictions. The Authority is required to follow the termination for convenience process as set forth in COMAR 21.07.01.12 – "The performance of work under this Agreement may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Agreement that the Company has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Company shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."*

5. Can the Acceptable Material List under Page 20 of Service Agreement be revised to reflect current market access (e.g. textbooks, hardbacks)?

Response: *As an option, the Cost Proposal Form does allow for certain items (e.g., textbooks, hardbacks) presented in the recovered material list (Schedule 1 to Service Agreement) to be removed from the Member Jurisdiction(s) curbside recycling program. The Proposer is required to propose a market-based proposal or a fixed-based proposal for all items stated in the Acceptable Material List (Schedule 1 to Service Agreement). Currently, Books (including paperbacks, textbooks and hardbacks) are included in the Member Jurisdictions' curbside recycling program.*

6. The RFP states the contract would be from 7/1/2020 to 6/30/2022 with three 12- month renewal terms at the Authority's sole option. Can the renewal terms be mutual?

Response: *No. The Authority's rules and regulations (see Northeast Maryland Waste Disposal Authority Act, Sec. 3-921, Annotated Code of Maryland), as well as established case law (see Mayor and City Council of Baltimore v. Bio Gro Systems, Inc. (Md. 1984)), require a competitive bidding process for contracts. Once the Authority enters a contract, it must be able to rely on the receipt of services for its Member Jurisdictions.*

7. Page 5 of the contract discusses inflation adjustments – Is the rate fixed for the initial two years or can the Company ask for an adjustment at the end first year?

Response: *The Company may request an inflation adjustment to the Service Fees after the first year.*

8. Can the CPI adjustment be based on Water/Sewer/Trash?

Response: *No. The CPI will be the CPI for all urban consumers Baltimore- Columbia-Towson, MD Area.*

9. The agreement on page 5 states the Authority shall be responsible for hazardous waste and unacceptable waste disposal costs. How will the contaminated loads be handled? For example, if a load of recyclables delivered to the MRF contains 25% trash/contamination how will it be addressed?

Response: *Proposers may propose a standard operating protocol for heavily contaminated loads (based on visual volumetric basis) delivered to the Processing Facility. This protocol shall be mutually beneficial to both Parties and should at minimum include the following:*

- a.) Contamination level that would trigger a rejection of a full or partial load*
 - b.) Reasonable real time notification to the Authority and Member Jurisdictions*
 - c.) Photo documentation of the applicable load and pertinent information on the delivery vehicle, such as scale ticket, truck number, contractor name, etc.*
 - d.) Proposed Transfer and Disposal rate for the rejected tonnage. Proposer shall provide the mileage from the Processing Facility to the Disposal Facility. (If a Proposer is proposing a market-based proposal, the residue rate for the rejected tonnage shall be no more than the residue rate proposed in the blended commodity calculation for the applicable jurisdiction)*
 - e.) Assistance with the Member Jurisdiction Outreach Education at the Authority's request*
10. Can the bidder provide pricing for more than one processing facility?

Response: *Yes, however the pertinent contact details, distance, permit status (including any daily, weekly or monthly limits) shall be included in the submittal.*