



Request for Expressions of Interest

for

Mattress and Box Spring Collection and Recycling Services

by

**Northeast Maryland
Waste Disposal Authority**

Date of Issue: February 25, 2022

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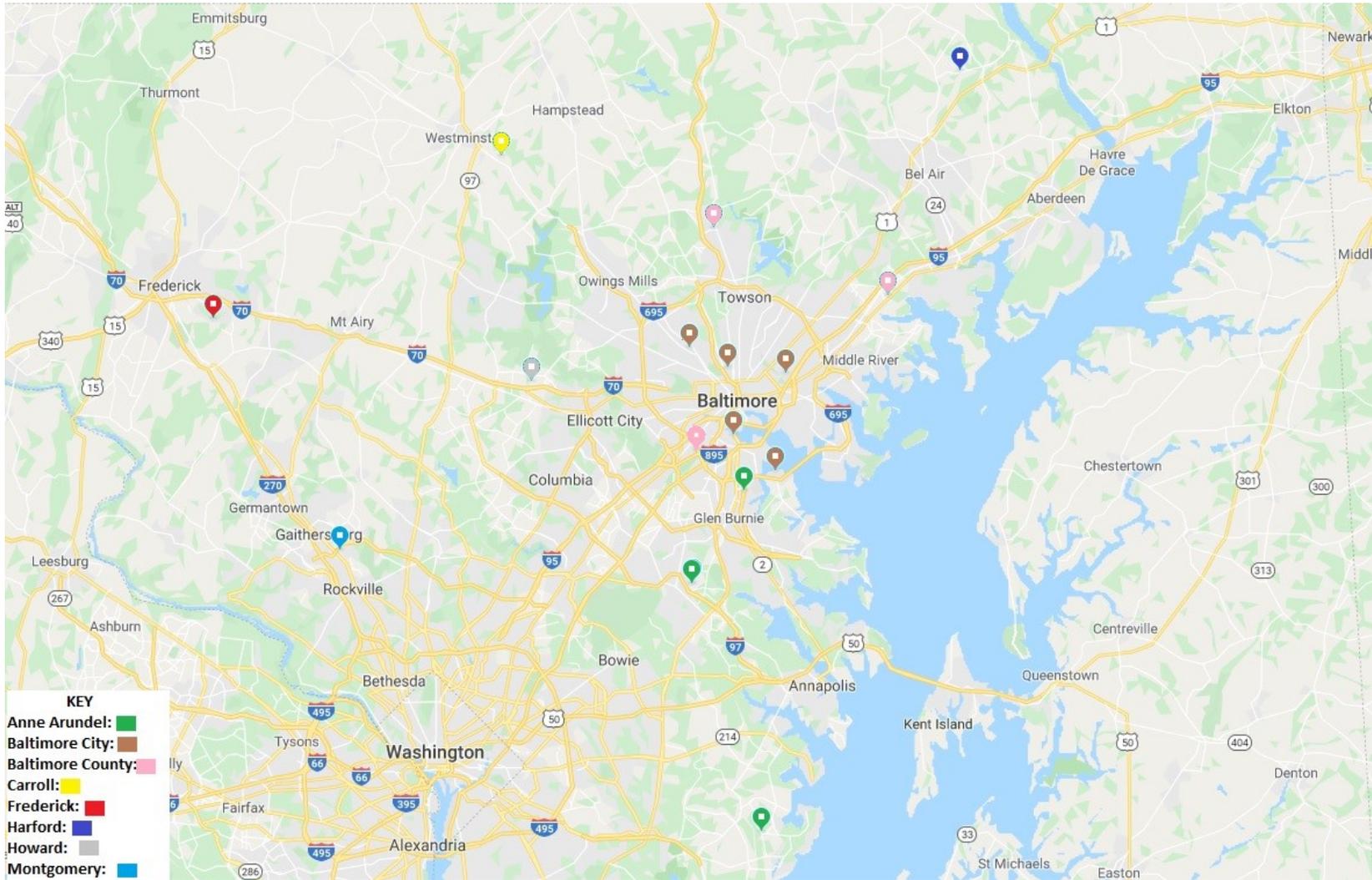
A. INTRODUCTION

The Northeast Maryland Waste Disposal Authority (“Authority”) is a multi-county agency created by the State of Maryland to assist participating member jurisdictions (“Member Jurisdictions” or “Members”) with recycling and waste management systems. Members include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery Counties. More information on the Authority can be found at: www.nmwda.org

The Authority is issuing a Request for Expressions of Interest (“REOI”) to assist its Members with Mattress and Box Spring Collection and Recycling Services (as defined in Section B below). The Authority is seeking interest in a service for Mattress and Box Spring recycling by collecting from Member drop-off facilities within the Member Jurisdiction footprint. This REOI is being issued in order to help gain an understanding of companies or other entities (“Vendors”) that would be interested in collecting and recycling Mattresses and Box Springs. The Authority is not intending to compete with existing entities, but rather to supplement the market with additional locations and options for drop-off, for ease of convenience to residents. If the Authority determines that there is sufficient interest and ability to provide collection and recycling services, the Authority may issue a Request for Proposals (“RFP”) to provide that service or negotiate a contract directly with a Vendor that has responded to this REOI. This REOI is not intended to provide sufficient detail in order to select a Vendor for the service. The Authority and its Members are open to receiving proposed amendments as part of the Vendor’s response to any/all of the sections provided in this REOI, including Section C Current Designated Collection Sites, Equipment and Vehicles Needed and its Requirements of Service sub-section. Any specific requirements listed herein are open to consideration and amendment, in order to create the best working model and service for all entities involved. As part of its response, the Vendor shall describe how they would best manage this type of operation and detail the logistics required for each Member.

Responses to the REOI are due by Friday, April 8, 2022 at 5:00 pm (local time). Submission requirements are shown below in Section D. The Authority will make a determination as to whether to progress to a RFP process, enter into competitive negotiations with one or more Vendors, or to discontinue with the REOI. All Vendors that respond to the REOI will be notified of the Authority’s determination.

MAP OF DESIGNATED COLLECTION SITES



B. THE OPPORTUNITY

The Authority's Members continue to pursue greater diversion of material from disposal. Some of the Members have existing collection points for Mattresses and Box Springs, including for recycling, with some even operated by the Members. The Authority would like to provide more service to its Members by providing additional collection options for Mattress and Box Spring recycling from all Member drop-off facilities.

In this effort, the Authority has conducted research to identify viable companies to provide these services and needs to confirm whether these companies desire to offer Mattress and Box Spring recycling by collecting from Member drop-off facilities through a Master Agreement ("Agreement") with the Authority. The Authority may enter into Agreements that use different payment scenarios. Note that each Member will issue its own Confirmation for the services to be provided to that Member in accord with the Agreement. Award of an Agreement to a Vendor does not guarantee the Vendor any work under the Agreement. Only the execution of a Confirmation by a Member creates a contract under which Mattresses and Box Springs will be sent to an individual Vendor. Invoicing will be between the Vendor and the Member signing the Confirmation; however, the Vendor should plan to provide the Authority with data on collections and processing, as well as amounts invoiced.

This REOI is the first step to identify Vendors that would be able to provide these services and help the Authority develop a successful program.

Mattresses and Box Springs ("Acceptable Material") include, but are not limited to, new or in used condition, the following:

Mattresses and Box Springs such as, but not limited to, memory foam, innerspring, hybrid, latex, and adjustable base Mattresses, as well as, metal and wood bed base foundations and/or Box Springs. More specifically, Mattresses and Box Springs mean any resilient material or combination of materials that is enclosed by ticking, used alone or in combination with other products, and that is intended for or promoted for sleeping upon. Mattresses and Box Springs include any foundation, renovated foundation or renovated Mattress or Box Spring.

Mattress and Box Spring Acceptable Material does not include an unattached pillow top/Mattress topper/Mattress pad/under pad, including any item with resilient filling, with or without ticking, that is intended to be used with, or on top of a Mattress; a sleeping bag or pillow; a crib or bassinet Mattress, car bed; juvenile products including: a carriage, dressing table, stroller, playpen, infant carrier, lounge pad, crib bumper, and the pads for those juvenile products; a product that contains liquid- or gaseous-filled ticking, including any adjustable water/gel/air bed/Mattress that does not contain upholstery material between the ticking and the Mattress core; any upholstered furniture that does not contain a detachable Mattress; or a fold out sofa bed or futon.

If the Vendor is interested in and capable of recycling/reusing additional Mattress and Box Spring or other related sleeping accessories/materials, please include a description in the Vendor response, for materials such as unattached pillow tops/Mattress toppers/Mattress pads/under pads, including any item with resilient filling, with or without ticking, that is intended to be used with, or on top of a Mattress; a sleeping bag or pillow; a crib or bassinet Mattress, car beds; juvenile products, including carriages, dressing tables, strollers, playpens, infant carriers, lounge pads, crib bumpers, and the pads for those juvenile products; a product that contains liquid- or gaseous-filled ticking, including any adjustable water/gel/air bed/Mattress that does not contain upholstery material between the ticking and the Mattress core; any upholstered furniture that does not contain a detachable Mattress; or a fold out sofa bed or futon.

Acceptable Materials collected by the Vendor must be at a minimum recycled, or components reused if applicable, and cannot be discarded, unless the Vendor is unable to find an outlet or market for the Acceptable Material. In the latter circumstance, the Vendor must notify the Authority and applicable Members of why such material is not recyclable. More specifically, recycling means any process in which discarded Mattresses and Box Springs, components, and by-products may lose their original identity or form as they are transformed into new, usable, or marketable materials. For the purposes of this REOI, recycling does not include as a primary process, the use of incineration for energy recovery or energy generation by means of combustion or transformation (e.g., incineration, pyrolysis, distillation, or biological conversion other than composting) or engineered municipal solid waste. Recycling includes the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Please include a detailed description of the recycling process for each Acceptable Material component in the submission, so that it can be considered by the Authority and Members. The list of Acceptable Material can be amended, as necessary.

C. CURRENT DESIGNATED COLLECTION SITES, EQUIPMENT AND VEHICLES NEEDED

Any or all of the following facilities designated by the Members can be used as the collection point ("Designated Collection Sites") for the Mattress and Box Spring Acceptable Materials:

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Anne Arundel County			For 3 recycling centers and 1 landfill, the County would require a C Container be provided at each location. Acceptable Material will NOT be loaded by the County. Facility customers will place Acceptable Material inside of C Containers. The Acceptable Material will be housed in a C Container until the Vendor is able to cross load and collect using a Box Truck. The County will NOT assist the Vendor in loading Vendor trucks.
Central Recycling Center (CRC)	389 Burns Crossing Road Severn, MD 21144	39.091915, -76.669379	1 C Container, Box Truck.
Millersville Landfill (MLF)	389 Burns Crossing Road Severn, MD 21144	39.08687, -76.675603	1 C Container, Box Truck.
Southern Recycling Center (SRC)	5400 Nutwell Sudley Road Deale, MD 20751	38.815229, -76.578996	1 C Container, Box Truck.
Northern Recycling Center (NRC)	100 Dover Road Glen Burnie, MD 21060	39.1852, -76.603062	1 C Container, Box Truck.
Baltimore City			Acceptable Material shall be awaiting pickup, inside of C Containers. The City has a forklift at the Quarantine Road Landfill and may have one forklift for use, depending upon availability, at other locations. The forklift is also used for other solid waste activities at these locations.
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732, -76.545949	1 C Container, Box Truck.
Northwest Sanitation Yard	2840 Sisson Street Baltimore, MD 21211	39.319755, -76.62667	1 C Container, Box Truck.
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131, -76.558535	1 C Container. The Vendor has the option to live load a Box Truck or a Trailer.
Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415, -76.68147	1 C Container, Box Truck.

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Western Sanitation Yard	701 Reedbird Avenue Baltimore, MD 21225	39.246963, -76.617432	1 C Container, Box Truck.
Baltimore County			The County does not have docks available for loading Acceptable Material. No commercial materials are included in the Acceptable Material mix. Vendor must provide at least one Container per site that is emptied by the Vendor when needed by the County. The Eastern Sanitary Landfill and Western Acceptance Facility do not have any forklifts available for Vendor use. The Central Acceptance Facility has a forklift for loading the box truck or trailer.
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893, -76.671055	1 C Container or Trailer. Box Truck or Trailer size for pickup is acceptable, as needed. The County would not assist the Vendor in loading the Vendor's truck.
Eastern Sanitary Landfill	6259 Days Cove Road White Marsh, MD 21162	39.394139, -76.3854	1 C Container. Box Truck size or smaller for pickup as needed. The County would not load. Acceptable Material would be arranged inside of a C Container prior to pick-up.
Central Acceptance Facility	201 West Warren Road Cockeysville, MD 21030	39.4720-36, -76.646356	1 C Container or Trailer. Trailer or Box Truck size for pickup is acceptable, as needed. The County would not load. Acceptable Material would be arranged inside of a C Container prior to pick-up.
Carroll County			
Northern Landfill	1400 Baltimore Boulevard Westminster, MD 21157	39.549504, -76.94383	If Carroll County uses a C Container (provided by the Vendor), the County does not have a forklift or manpower or way to maneuver/bring the Acceptable Material out of the C Container, thus the Vendor would need to provide these resources. The Acceptable Material needs to be under cover and out of the weather. If a Vendor proposes a way to store the Acceptable Material so that it is secure, and to supply the Collection Containers (possibly including a Trailer), then the County can consider the response. If the Vendor drops a Trailer, then the Vendor will need to provide a set of stairs to get into the Trailer. The County does not have forklifts or other loading equipment available for the Vendor. The Vendor must provide all loading equipment. Only residential materials are accepted at the Northern Landfill; however, there is no guarantee that some small businesses would not drop off material without identifying themselves as businesses. The Vendor would live load onto a Box Truck size or smaller for pickup, as needed, by the County. There are no docks available for loading.

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Frederick County			
Reich's Ford Road Landfill	9031 Reichs Ford Road Frederick, MD 21704	39.372463, -77.352975	1 Trailer. A full Trailer would be swapped with an empty Trailer by the Vendor when needed by the County.
Harford County			
Harford Waste Disposal Center	3241 Scarboro Road Street, MD 21154	39.640616, -76.299444	1 C Container, 1 Box Truck.
Howard County			
Alpha Ridge Landfill	2350 Marriottsville Road Marriottsville, MD 21104	39.305473, -76.903386	One 53' Trailer needed. These Trailers would be live loaded with average time on site of about 1 hour. A forklift is available.
Montgomery County			
Shady Grove Processing Facility and Transfer Station	16101 Frederick Road Derwood, MD 20855	39.122313, -77.17122	1 Trailer needed onsite. County would receive and load incoming Acceptable Material and load them with a forklift into a Trailer. A full Trailer would be swapped with an empty Trailer. Acceptable Material would be scheduled for pickup, as needed by the County.

Requirements of service include:

- 1) The Vendor shall provide Collection Containers (“Containers”) that (i) meet the Container standards set forth by the laws and regulations of Members for the specific jurisdiction in which Containers are provided, and (ii) are in Good Working Order (defined below), such that they perform satisfactorily and safely for their intended purpose, for the acceptance of Acceptable Materials at Designated Collection Sites. Good Working Order shall be defined as the uninterrupted, trouble-free operation of the product or system deliverable, and all components thereof, in conformity with all applicable performance specifications and other requirements of the Agreement.

Members retain the right to add or change Designated Collection Sites based on operational needs, as long as the subject sites meet the conditions set forth below and do not exceed the total number of listed Designated Collection Sites per Member as detailed in this REOI, unless agreed to, and amended in writing by all Parties.

Collection Containers include the Containers, such as C Containers and Trailers, as described in Section C, Current Designated Collection Sites, Equipment and Vehicles Needed.

- 2) Access and egress to deliver and remove Acceptable Material and/or Collection Containers will be allowed during normal operating areas of each Member's facility. Typical operating hours are 7:00 a.m. to 5:00 p.m. but may vary from site to site. The Vendor is required to follow all rules and regulations at each Designated Collection Site.
- 3) The Member shall contact the Vendor when the Collection Container(s) is nearing capacity. The Vendor must pick up the Acceptable Materials within forty-eight (48) hours of notification. Instituting a regular collection schedule that will satisfactorily manage the Acceptable Material collected at each location is the preferred option.
- 4) The Vendor is responsible for transportation of the Acceptable Material to the recycling/processing location and responsible for recycling the Acceptable Material.
- 5) The Vendor is responsible for providing to the Members a monthly report, with a copy to the Authority, due within 15-days of the end of each month, detailing the number of Containers of Acceptable Material collected, the weight of the Acceptable Material taken to the processing/recycling facility, and the name, address and phone number for the processor/recycler to which the Acceptable Material was taken. Separate weights and information are required for 1. the amount of Acceptable Material that is recycled; and 2. the amount of material that is discarded. In the latter circumstance, the Vendor must notify the Authority and applicable Members in the monthly reports, each month of occurrence, of why such material is not recyclable. The monthly recycling report and invoice/payment would be accompanied by copies of all weight tickets. Weight tickets must reconcile to the monthly report and invoice/payment. Additionally, any payments due will occur monthly (the Vendor must provide an invoice or payment, due by the 15th day of each month for material collected and recycled from the preceding month, with an allowance of 30 days from the date of the submission of a correct invoice, before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Price Proposal, which is not being requested at this time and should not be provided for purposes of this REOI, must include

Collection Containers, collection service, transportation, processing, marketing, residual disposal and any other incidental costs. The Vendor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s).

- 6) Any services provided will be required to be completed in a safe and approved manner in accordance with all applicable Federal, State, and Local laws and regulations.

The specific quantity of Member Jurisdiction Acceptable Material available for collection and recycling is unknown. The Authority and Members make no guarantees on the quantity or quality of Acceptable Material that will be collected, however available collection data is provided below:

Other Member information regarding the amount of Acceptable Material currently recycled is not available.

- 7) Members shall not be responsible for any damage to Collection Containers during the loading or unloading of Acceptable Material.
- 8) The Vendor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s) and/or residential collection points; however, the Member Jurisdiction is not responsible for management or payment of any non-Acceptable Material once the Vendor removes any such material from the applicable Designated Collection Site. Additionally, the Vendor guarantees to be diligent in their operations, and is required to be in good standing with the state of Maryland, or its state of incorporation or organization, as applicable (i.e., will be required to provide a copy of the Vendor's Certificate of Good Standing from the Maryland State Department of Assessments and Taxation (for any company with nexus in Maryland) or the equivalent from the Vendor's state of registration, with certification of its qualification to do business in the State of Maryland). The Vendor shall not improperly handle the Acceptable Material (e.g., dispose of Acceptable Material) and/or leave behind Acceptable Material for the Member or resident to handle. A performance bond/letter of credit, or check to be cashed and deposited by the Authority in lieu of either security vehicle (returned after Agreement expires), in the amount of \$10,000.00, will be required in order to guarantee performance.
- 9) The Vendor must submit monthly recycling reports, detailing two separate streams of the total pounds of material recycled (e.g., Acceptable Material processed and sent for downstream recyclers/markets) AND disposed of (e.g., material collected that is not suitable for recycling and is discarded) to the Member, with a copy to the Authority. In the latter circumstance, the Vendor must notify the Authority and applicable Members in the monthly recycling reports, each month of occurrence, of why such material is not recyclable.
- 10) The Vendors must comply with all facility safety requirement and Personal Protection Equipment (PPE) for operations at each site and must comply with all Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health (MOSH) and other safety reporting provisions.
- 11) Vendors or persons collecting Acceptable Material from the sites must be clearly identifiable and be able to provide supporting documentation as to company affiliation and the Agreement if it is requested of them.

As part of the Vendor's response to this REOI, the Vendor is encouraged to provide recommendations for the improvement of the potential work described above that would increase the amounts of Acceptable Material collected and recycled and/or increase the cost effectiveness of the program.

Please provide a description if the Vendor is interested in proposing full time staff, appropriate Collection Containers, Trailers and a secure covered space for the Collection Site drop-off area for Acceptable Material.

D. SUBMISSION REQUIREMENTS

Vendors are encouraged to complete and email the Vendor's Contact Information Form to procurement@nmwda.org to ensure that they are notified in a timely manner of any modifications to the REOI.

Response to the REOI should be made in the following format and page limitations:

- 1) Cover letter introducing the Vendor and providing contact information.
- 2) Brief statement of qualifications of the Vendor, including experience of key personnel.
- 3) A brief description of the recycling of the Acceptable Material that the Vendor is proposing, including the marketability of the Acceptable Material.
- 4) Brief description of how the Vendor would provide the services requested in the description of the REOI. Sufficient details should be provided to show the capability of the Vendor to provide the service, but a detailed operational plan is not required at this time. If the Vendor has other ideas or considerations for the REOI, the Authority encourages the Vendor to include those ideas in this section. Contact information for a minimum of two references for similar services should be provided.
- 5) A brief discussion on the economics of the recycling program.
- 6) Specific information on the downstream vendors used by the Vendor, if applicable, (including names, addresses, etc.) so that the Authority and its Members know where the Acceptable Materials and their components are sent and how they are recycled. Please provide information on the processes utilized to recycle the Acceptable Materials by the Vendor as well as by its downstream vendors, if applicable.
- 7) Please confirm, if awarded an Agreement, that the length of the term would begin on the execution date and extend until June 30, 2026. If the Vendor would like to request a longer term, please include that term in your response, for consideration. Please also confirm agreement that any Member Jurisdiction may, without liability, terminate the Confirmation for its own convenience upon written notice to the Vendor at least 30 days prior to the effective date for such termination. In the event of any such termination, the Vendor/Member Jurisdiction shall only be entitled to compensation for the earned value of work performed up to the date of such termination.

- 8) With respect to Baltimore City, any Price Proposal would need to include at least 7% Minority Business Enterprise (“MBE”) and 3% Women Business Enterprise (“WBE”) inclusion for all services to be performed according to the City Proposal (e.g., using subcontractors, etc.), in order for the City to approve and sign the Confirmation with the Vendor. More details on this requirement can be found here: <https://law.baltimorecity.gov/certification-process> (last accessed 10.15.2021).
- 9) With respect to Montgomery County, any Price Proposal would need to include, for Minority/Female/Disabled Owned Businesses (“MFD”), as applicable, 19% for professional services, 22% for non-professional services and 10% for goods to be performed in accordance with the Montgomery County Proposal (e.g., using subcontractors, etc.), in order for Montgomery County to approve and sign the Confirmation with the Vendor. More details on this requirement can be found here: <https://www.montgomerycountymd.gov/PRO/DBRC/MFD.html> (last accessed 10.15.2021).
- 10) With respect to Baltimore County, any Price Proposal would need to incorporate Baltimore County’s Department of Economic and Workforce Development as a First Source Hiring Agreement, as well as Baltimore County’s MBE/WBE/SBE and/or Economic Benefit Factor requirements, found in the attached form, Appendix A.

Confidential Information Disclaimer: All responses to this REOI are subject to disclosure under the rules of the Maryland Public Information Act. Vendors should refrain from including any information in their responses that may be considered confidential. Vendors agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

SUBMISSION DEADLINE

The submission deadline for responding to this REOI is **Friday, April 8, 2022 at 5:00 pm (local time)**.

Each Vendor shall submit a copy by email with the subject line “**Attention: Mattress and Box Spring Collection and Recycling Procurement**” to procurement@nmwda.org. The response shall not be longer than 30-pages (60 pages double-sided).

Questions related to this REOI should be submitted prior to 5:00 p.m. (local time) on Friday, March 18, 2022. Questions shall be emailed to procurement@nmwda.org.

E. LIMITATIONS

Any Vendor making a submission in response to this REOI does so fully accepting the following provisions:

This is a REOI only; it is not a procurement document. The information contained in this REOI is intended for information purposes only to assist the Authority and the Members in assessing whether to proceed to a RFP process, directly negotiate a contract with one or more Vendors, or discontinue the REOI process. No representation or warranty express or implied, is made by the Authority or the Members or any of their respective agents, officers, representatives or employees, as to the accuracy or completeness of such information. Neither the Authority, the Members nor their respective agents, officers, representatives or employees will be responsible for, and hereby expressly disclaim, any and all liability for any errors, omissions, or inaccuracies in connection

therewith. The Vendor shall be responsible entirely and exclusively for all costs incurred by the Vendor associated with the preparation and submission of its response to this REOI, which may or may not lead to a RFP. In its response to this REOI, the Vendor must disclose to the Authority any potential conflict of interest that might compromise this process. If such a conflict of interest does exist, the Authority may, at its discretion, refuse to consider the response in question.

This exercise is not a request for tenders. This is a request for information only and no legal obligations will arise hereunder under any circumstances. The Authority reserves the right to amend the scope of this REOI, and to carry out discussions with one or more prospective Vendors at any time. The Authority may proceed as it determines, in its sole discretion, including to discontinue or invalidate this REOI. The Authority will not be responsible for any losses or costs incurred by any Vendor as a result thereof.

NEXT STEPS

After the submission deadline, the Authority and the Members will review the responses and decide whether clarification questions should be submitted to, or interviews should be conducted with, any or all of the Vendors to gain a clearer understanding of their capability. Upon conclusion of the review, the Authority will decide whether or not to follow-up with a RFP process or directly negotiate a contract with interested Vendor(s). All Vendors who respond to this REOI will be informed of the Authority's decision and subsequent RFP process, should it occur.

Please confirm that the Authority can schedule a site visit to the Vendor's location(s) to perform an evaluation, including the attendance of any Member Jurisdiction staff that would like to attend. This visit would help the Members determine whether they wish to enter into a Confirmation with the Vendor, under the Authority's Agreement, if one is awarded, for Acceptable Material collection and recycling services. Please note that Member Jurisdiction staff may request to schedule an individual site visit, without Authority staff present, in order to reduce the number of attendees at any one time, due to COVID-19 social distancing guidelines. Additionally, interested Vendors will be able to complete a site visit with the Authority and Applicable Member Jurisdiction representatives at any of the Member Jurisdictions' Designated Collection Sites, in order to evaluate the various Member Jurisdictions' operations, and in order to view the material brought in by the residents and customers, prior to submitting a response, or Proposal, if requested in a future RFP.

Each Member Jurisdiction will have the opportunity to tailor the service to a modified Acceptable Material list within its individual Member Confirmation with the Vendor, based on what its own site can accommodate.

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VENDOR'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

(2nd) Name: _____
(optional)

Title: _____
(optional)

Vendor: _____

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)* fax, e-mail

Please e-mail the completed form with the subject line **“Attention: Mattress and Box Spring Collection and Recycling Procurement”** to procurement@nmwda.org.

APPENDIX A

Baltimore County Specific Requirements

To be included in the County Confirmation

1. **UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

1.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

1.2 The Contractor may use Baltimore County’s Department of Economic and Workforce Development as a “First Source” for training and recruitment of employees. To utilize “First Source” the Contractor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor for consideration. The Contractor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit:

<http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

2. **MWB/WBE/SBE and/or ECONOMIC BENEFIT FACTOR.**

2.1 The Contractor shall provide any documentation for the MBE (Minority Owned Business Enterprise)/WBE (Women Owned Business Enterprise)/SBE (Small Business Owned Enterprise) and/or Economic Benefit Factor as described herein, to determine if there are any new jobs being created or provided by the Contractor to Baltimore County (as first preference) and/or other Maryland constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following benefits. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

2.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the contract. The Contractor must indicate job classifications, number of employees in each classification and aggregate payroll to which the Contractor has committed, including contractual commitments at both the Contractor and, if applicable, subcontractual levels. If no new positions or subcontracts are anticipated as a result of the contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

2.1.2 Subcontract dollars committed to Baltimore County and/or Maryland MBE/WBE/SBE contractors;

2.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Contractor promises will result from awarding the contract to the Contractor, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the contract award. Contractors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus, and;

2.1.4 Provide the Contractor’s policies with regards to the commitment to social responsibility. Submit examples, especially any examples in the Baltimore County vicinity.

3.0 **MBE/WBE/SBE REQUIREMENTS:** The resulting MBE/WBE/SBE participation requirement for this contract is to be developed with Baltimore County.

3.1 Each Contractor must comply with all MBE/WBE/SBE participation requirements. Included with this solicitation package are copies of the County’s MBE/WBE/SBE policy and provisions and MBE/WBE/SBE participation schedule forms. All MBE/WBE/SBE participation forms must be completed, executed, and returned with the proposal/response if a goal has been assigned. More information on Baltimore County’s MBE/WBE/SBE Programs can be found on the County’s website at this link: www.baltimorecountymd.gov/go/mwbe.

3.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this contract. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

3.3 The Contractor shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE/SBE minimum participation goal even if the Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Contractor shall make a good faith effort to obtain MBE/WBE/SBE subcontractor participation. The selected MBE/WBE/SBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract when

they are responsible for the execution of the Service. The selected MBE/WBE/SBE subcontractor(s) must carry out their responsibilities by actually performing, managing, and supervising the work involved. Certified MBE/WBE/SBE Contractors may count their participation for up to 50% of the solicitation goal. Certified MBE/WBE/SBE Contractors must make a good faith effort to obtain MBE/WBE/SBE subcontractor participation of the remaining portion of the Service. For example, if there is a 20% MBE/WBE/SBE participation requirement, it would require the following: Certified MBE/WBE/SBE Contractors proposing/responding as the Contractor may count for 10% of the goal, provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

- 3.4 All Contractors and MBE/WBE/SBE subcontractors are required to report monthly to the County through an online MBE/WBE/SBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The Contractor must provide a contact person and contact information for the MBE/WBE/SBE compliance reporting. If the Contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE/SBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance and default of the contract. The County in its sole discretion may require additional reports regarding MBE/WBE/SBE certification/reporting activities. Questions regarding the use of this system can be directed to the MBE/WBE/SBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.