

MEMORANDUM

TO: RFP Recipients

FROM: Kitty McIlroy
Project Manager *KM*

DATE: February 27, 2023

SUBJECT: Addendum No. 3 to the Request for Proposals (“RFP”) for Electronic Materials Collection and Reuse/Recycling Services, dated December 1, 2022.

This Addendum No. 3 is to amend the RFP and answer Proposer Questions submitted in writing by the Question Submittal Date on January 4, 2023. Answers issued by written addenda will be binding on the Authority and the Proposers, including the answers provided below.

Item A) Updates to the “Type and Maximum # of Containers/Equipment Needed” as set forth in Appendix A for Baltimore City, Baltimore County and Harford County are specified below **with new language noted in bold text**. Appendix A now references, Baltimore City and Baltimore County “semi-permanent, removable, covered structures or carports” which are to be selected, chosen, paid for and owned by these two Member Jurisdictions, to be utilized as described below. As a supplement to the Price Proposal, the Member Jurisdictions per written request, shall have the option at their convenience to order these semi-permanent, removable, covered structures or carports as needed, throughout the duration of the Master Service Agreement, to be ordered and provided by the Contractor, but selected and chosen by the Member Jurisdiction. The Contractor shall then be reimbursed in full for these semi-permanent, removable, covered structures or carports, as part of a separate line item on the applicable monthly invoice, as long as receipt of purchase is attached. There shall be no markups allowed by the Contractor on these semi-permanent, removable, covered structures or carports purchases. These two Member Jurisdictions may construct and/or extend, at their option, concrete/asphalt pads to better anchor these semi-permanent, removable, covered structures or carports (e.g., to better protect them from wind, theft, damage, etc.). The Member Jurisdictions shall order, or cause the Contractor to order, semi-permanent, removable, covered structures or carports with enclosed sides (removable or permanent) in order to better protect the Acceptable Material and Collection Containers contained inside. Example photographs of these semi-permanent, removable, covered structures or carports include the following:

410.333.2730 / 410.333.2721 fax / authority@nmwda.org
nmwda.org / Business-to-Business Recycling: mdrecycles.org
Tower II – Suite 402, 100 S. Charles Street, Baltimore, MD 21201-2705

Comprehensive Waste Management Through Recycling, Reuse, Resource Recovery and Landfill

MEMBERS:

Rhody R. Holthaus, Anne Arundel County / Vacant, Baltimore City / D’Andrea L. Walker, Baltimore County / Clifford J. Engle, Carroll County
Phillip S. Harris, Frederick County / Joseph J. Siemek, Harford County / Mark A. DeLuca, Howard County / Guillermo Wainer, Montgomery County
Charles Glass, Maryland Environmental Service / Andrew Kays, Executive Director





APPENDIX A

CURRENT DESIGNATED COLLECTION SITES, CONTAINERS AND PICKUP SCHEDULES

Member Jurisdiction/ Location	Address	Google Coordinates	Type & Maximum # of Containers/Equipment Needed	Needed/Average Pickups per Month*
Baltimore City			Electronic material is palletized in Gaylord Containers or wrapped in plastic and palletized by City employees, awaiting pickup as detailed below . The City will not provide equipment or assistance to the Contractor for pickup. The Contractor will lift load using their own equipment. City locations do not have a dock available for loading. All collection sites accept residential materials only. Contractor must provide their own power jack to load Gaylord Containers onto the Contractor's truck. Each Designated Collection Site shall have shrink wrap provided by the Contractor, if requested in writing by the City and Authority.	
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732, -76.545949	12-15 Gaylord Containers and Pallets needed per week. The City is in the process of purchasing semi-permanent, removable, covered structures or carports to cover and protect all of the Collection Containers, either full or not yet full of Acceptable Material (in the process of being filled by residents), as well as to protect all spare Collection Container equipment, in order to avoid damage from weather and the elements. It is expected that these semi-permanent, removable, covered structures or carports will be provided prior to the execution of the Master Service Agreement, or at the very beginning of the term of the Master Service Agreement. There will be no Trailers or C Containers placed at this site by the Contractor.	Box Truck 2 pickups/week
Northwest Sanitation Yard	2840 Sisson Street Baltimore, MD 21211	39.319755, -76.62667	15-20 Gaylord Containers and Pallets needed per week. The City is in the process of purchasing semi-permanent, removable, covered structures or carports to cover	Box Truck 4 pickups/week

Member Jurisdiction/ Location	Address	Google Coordinates	Type & Maximum # of Containers/Equipment Needed	Needed/Average Pickups per Month*
			<p>and protect all of the Collection Containers, either full or not yet full of Acceptable Material (in the process of being filled by residents), as well as to protect all spare Collection Container equipment, in order to avoid damage from weather and the elements. It is expected that these semi-permanent, removable, covered structures or carports will be provided prior to the execution of the Master Service Agreement, or at the very beginning of the term of the Master Service Agreement. There will be no Trailers or C Containers placed at this site by the Contractor.</p>	
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131, -76.558535	<p>1 C Container, 1 Gaylord Container/1 pallet filled per week. Shrink Wrap is required. The Contractor has the option to live load a Box Truck or a Trailer. All non-Gaylord Container, palletized Acceptable Material will be secured and wrapped with shrink wrap, by City staff, prior to Contractor collection. The City has a semi-permanent, removable, covered structure onsite to protect all of the staged Collection Containers, in the process of being filled by residents. All other filled Collection Containers with Acceptable Material and spare Collection Container equipment are stored inside of the C Container, to avoid damage from weather and the elements.</p>	Trailer or Box Truck Pickup is on call as needed, usually every 2 months there is a pickup of 12 pallets worth of Acceptable Material.
Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415, -76.68147	<p>1 C Container, 12-15 Gaylord Containers and Pallets needed per week, and Shrink Wrap. The City is in the process of purchasing a semi-permanent, removable, covered structure(s) or carport(s) to protect all of the staged Collection Containers sitting outside of the C Container, that are not yet full of Acceptable Material, in the process of being filled by residents. All other filled Collection Containers with Acceptable Material and spare</p>	Box Truck Pickup is on call as needed

Member Jurisdiction/ Location	Address	Google Coordinates	Type & Maximum # of Containers/Equipment Needed	Needed/Average Pickups per Month*
			<p>Collection Container equipment shall be stored inside of the C Container, to avoid damage from weather and the elements. It is expected that these semi-permanent, removable, covered structures or carports will be provided prior to the execution of the Master Service Agreement, or at the very beginning of the term of the Master Service Agreement.</p>	
Western Sanitation Yard	701 Reedbird Avenue Baltimore, MD 21225	39.246963, -76.617432	<p>12-15 Gaylord Containers and Pallets needed per week. The City is in the process of purchasing semi-permanent, removable, covered structures or carports to cover and protect all of the Collection Containers, either full or not yet full of Acceptable Material (in the process of being filled by residents), as well as to protect all spare Collection Container equipment, in order to avoid damage from weather and the elements. It is expected that these semi-permanent, removable, covered structures or carports will be provided prior to the execution of the Master Service Agreement, or at the very beginning of the term of the Master Service Agreement. There will be no Trailers or C Containers placed at this site by the Contractor.</p>	Box Truck Pickup is on call as needed
Baltimore County			The County does not have docks available for loading electronics. No business materials are included in the electronics material mix.	
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893, -76.671055	<p>Trailer or Box Truck Collection with 1 pallet jack, 14 Gaylord Containers, Pallets. The Western Acceptance Facility has a pallet jack provided by the current electronics reuse/recycling vendor. The County can load a drop Trailer, but the Contractor must provide a pallet jack. The County is in the process of purchasing a semi-permanent, removable, covered structure(s) or carports to protect all of the staged Collection Containers and spare Collection Containers, to avoid</p>	Trailer/Box Truck 1 pickup/month

Member Jurisdiction/ Location	Address	Google Coordinates	Type & Maximum # of Containers/Equipment Needed	Needed/Average Pickups per Month*
			<p>damage from weather and the elements. It is expected that these semi-permanent, removable, covered structures or carports will be provided prior to the execution of the Master Service Agreement, or at the very beginning of the term of the Master Service Agreement, as noted above.</p>	
Eastern Sanitary Landfill	6259 Days Cove Road White Marsh, MD 21162	39.394139, -76.3854	<p>The County has provided its own 20' C Container, and can provide another, as needed, to protect all of the staged Collection Containers and spare Collection Containers, to avoid damage from weather and the elements. The Contractor shall provide 6-8 Gaylord Containers and pallets per week. Palletized electronics would be arranged inside of the C Container prior to pick-up. The County has been live loading at the Eastern Sanitary Landfill. The County has a pallet jack available for the Contractor to use. Due to the difficulty of maneuvering the pallet jack on the stone, the County has been assisting the Contractor by utilizing the County's forklift to put the pallet jack in the back of the Contractor's truck. The County uses the shop forklift or the skid loader with forks to load the boxes onto trucks. At times, the Contractor may have to wait until the County can get the equipment to the requisite area in order to assist the Contractor. The County cannot use a Trailer to live load. Although not anticipated for this Designated Collection Site, under this Master Service Agreement, the County may order semi-permanent, removable, covered structures or carports internally or through the Contractor as stated above, if desired by the County and provided in writing, as applicable.</p>	Trailer/Box Truck 4 pickups/month

Member Jurisdiction/ Location	Address	Google Coordinates	Type & Maximum # of Containers/Equipment Needed	Needed/Average Pickups per Month*
Central Acceptance Facility	201 West Warren Road Cockeysville, MD 21030	39.4720-36, -76.646356	About 15 Gaylord Containers and Pallets needed per week. The County is in the process of purchasing a semi-permanent, removable, covered structure(s) or carports to protect all of the staged Collection Containers and spare Collection Containers, to avoid damage from weather and the elements. It is expected that these semi-permanent, removable, covered structures or carports will be provided prior to the execution of the Master Service Agreement, or at the very beginning of the term of the Master Service Agreement, as noted above. The Central Acceptance Facility has a forklift for loading the Box Truck, but the Contractor must supply the pallet jack. The Central Acceptance Facility can load from the ground and push Gaylord boxes and pallets on trucks with a forklift.	8 pickups/month for a Box Truck
Harford County				
Harford Waste Disposal Center	3241 Scarborough Road Street, MD 21154	39.640616, -76.299444	Gaylord Containers, Pallets.	Roll-off Truck 4 pickups/month. Collected weekly in 20-yard container.

Member Jurisdictions may need additional pickups during the week of any given holiday, to be further detailed in the Member Jurisdiction’s Confirmation. The Contractor must provide additional pickups at request of the Member Jurisdictions for a holiday, as long as the requested date for pickup is given 48 hours written notice.

Item B) Updates to Section 1 of the RFP and Section 2.04 of the Master Service Agreement are specified below, with changes noted in **Bold text**. If the revised definition of “Acceptable Material” will cause price increases to the Appendix E Cost Proposal Form compared to the original Acceptable Material list, please specify which **Bold text** Acceptable Material would cause price increases in your technical proposal. Based on this response, the Authority and Member Jurisdictions may remove any **Bold text** Acceptable Material when awarding a Proposer, if it is decided to be in the best financial interest of the Member Jurisdictions:

Section 1: “Acceptable Material is as follows: Computer monitors, televisions (“TVs”), central processing units, computer mice, keyboards, landline or cell phones, answering machines, **printers (including printer ink/toner cartridges/ribbons)**, power supplies, portable computers (laptops and tablets), smart device with speakers (e.g. Alexa, Google Assistant, Siri, Echo Dot, etc., generally connected to other devices or networks via different wireless protocols such as Bluetooth, Zigbee, NFC, Wi-Fi, LiFi, 5G, etc., that can operate to some extent interactively and autonomously), hard drives, servers, scanners, copiers, fax machines, cables, cords and communication wire (e.g. copper wire, phone wire, coaxial cable, computer wire and fiber optic cable), miscellaneous circuit boards, chips, and cards, typewriters, calculators, clocks, alarm clocks, radios, audio equipment, stereos, cameras, video cameras, music playing devices such as record players, cassette players, recorders or MP3 players, headphones and wireless technology such as Bluetooth, GPS, electronic reading devices, radar detectors, VCR/DVR/DVD or Blu-ray players, computer discs and DVDs/CDs/Blu-ray discs, VHS/cassette tapes, smart light controllers, smart garage controllers, electronic ‘smartwatches’ and activity/fitness trackers such as wristbands or chips (e.g., a wearable or implanted computing device that offers functionality and capabilities similar to those of a smartphone. These devices, either on their own or when paired with a smartphone, provide features like connecting to the internet, running mobile apps, making calls, messaging via text or video, checking caller ID, accessing stock and weather updates, providing fitness monitoring capabilities, offering GPS coordinates and location directions), video game consoles and other electronic toys and games, holiday string lights, electronic power generators like solar panel electronic accessories and light fixtures, projectors, digital or older manual model home thermostats, home security systems, surveillance cameras, diagnostic/sensing/control equipment, cable/satellite boxes and devices, remotes, drones, USB thumb drives/flash drives, electronic gift cards/debit cards/credit cards, **small residential electronic appliances such as coffee makers, espresso machines, electric milk frothers, electric mixers, electric blenders (no glass blender containers), toasters, counter top toaster ovens, counter top microwaves, small handheld vacuums or robotic vacuums (e.g., Roombas), small electric hair styling tools (e.g., curlers, straighteners, blow dryers), electric scooters/bikes, electric lawnmowers, all single use and/or rechargeable batteries (easily removable or embedded) in Acceptable Material, small handheld electric tools (e.g., drills)** and other computer or electronic related accessories collected from the Designated Collection Sites.”

“Section 2.04. Contractor shall be obligated to accept computer monitors, televisions, central processing units, computer mice, keyboards, landline or cell phones, answering machines, printers (**including printer ink/toner cartridges/ribbons**), power supplies, portable computers (laptops and tablets), smart device with speakers (e.g. Alexa, Google Assistant, Siri, Echo Dot, etc., generally connected to other devices or networks via different wireless protocols such as Bluetooth, Zigbee, NFC, Wi-Fi, LiFi, 5G, etc., that can operate to some extent interactively and autonomously), hard drives, servers, scanners, copiers, fax machines, cables, cords and communication wire (e.g. copper wire, phone wire, coaxial cable, computer wire and fiber optic cable), miscellaneous circuit boards, chips, and cards, typewriters, calculators, clocks, alarm clocks, radios, audio equipment, stereos, cameras, video cameras, music playing devices such as record players, cassette players, recorders or MP3 players, headphones and wireless technology such as Bluetooth, GPS, electronic reading devices, radar detectors, VCR/DVR/DVD or Blu-ray players, computer discs and DVDs/CDs/Blu-ray discs, VHS/cassette tapes, smart light controllers, smart garage controllers, electronic ‘smartwatches’ and activity/fitness trackers such as wristbands

or chips (e.g. a wearable or implanted computing device that offers functionality and capabilities similar to those of a smartphone. These devices, either on their own or when paired with a smartphone, provide features like connecting to the internet, running mobile apps, making calls, messaging via text or video, checking caller ID, accessing stock and weather updates, providing fitness monitoring capabilities, offering GPS coordinates and location directions), video game consoles and other electronic toys and games, holiday string lights, electronic power generators like solar panel electronic accessories and light fixtures, projectors, digital or older manual model home thermostats, home security systems, surveillance cameras, diagnostic/sensing/control equipment, cable/satellite boxes and devices, remotes, drones, USB thumb drives/flash drives, **electronic gift cards/debit cards/credit cards, small residential electronic appliances such as coffee makers, espresso machines, electric milk frothers, electric mixers, electric blenders (no glass blender containers), toasters, counter top toaster ovens, counter top microwaves, small handheld vacuums or robotic vacuums (e.g., Roombas), small electric hair styling tools (e.g., curlers, straighteners, blow dryers), electric scooters/bikes, electric lawnmowers, all single use and/or rechargeable batteries (easily removable or embedded) in Acceptable Material, small handheld electric tools (e.g., drills)** and other computer or electronic related accessories (“Acceptable Material”).”

Item C) Proposers are asked, but not required, to submit supplemental cost proposals to the Appendix E Cost Proposal Form in the RFP, in the format as provided below:

Member Jurisdiction	Proposer Paid per LB or (Proposer Pays per LB)
<p>Baltimore City agency office clean out/collection events. These office clean out/collection events shall be separately reported and invoiced, and the Contractor shall not initiate work until the Authority and Baltimore City submit a copy in writing of the relevant Purchase Order from the applicable agency to the Contractor, to ensure funds are appropriated for this extra service. The Contractor shall initiate this service within 60 days of written request by the Authority and/or Baltimore City, as long as the Purchase Order has been distributed, as noted above.</p>	<p>CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____</p>
<p>Baltimore County: In the event that the Contractor places a Trailer and utilizes Trailer swaps or Trailer live loads at the Central Acceptance Facility, rather than utilizing Box Truck pickups, as originally stated in Appendix A in the RFP. This site would need 4 pickups per month for a Trailer. This cost proposal must incorporate any potential cost savings from this option into the overall Baltimore County cost proposal flat rates</p>	<p>CRT TVs and Monitors _____ Flat Screen TVs and Monitors _____ Other Acceptable Materials _____ All Acceptable Materials except CRTs _____ All Acceptable Materials _____</p>

(for all Designated Collection Sites not just the Central Acceptance Facility), as requested in this table, to the right.	
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- 1) **Question:** Who are the current e-waste recycling vendors for each of the Member Jurisdictions? What is the current pricing/terms/contract length with each vendor?

Answer: All terms/contract length for the current contractors under the Authority's Master Service Agreements run through June 30, 2023. These contractors include eRevival LLC for Baltimore City, Baltimore County and Howard County; Kuusakoski US, LLC for Montgomery County; and New Horizons Supported Services, Inc. for Carroll County.

Baltimore City is currently paying \$0.28 per pound for All Acceptable Material, Baltimore County is currently paying \$0.28 per pound for Other Acceptable Material, Howard County is currently paying \$0.17 per pound for All Acceptable Material, Montgomery County is currently paying \$0.18 per pound for CRT TVs and Monitors and \$0.20 per pound for All Acceptable Materials except CRTs, and Carroll County is paying \$0.31 per pound for Other Acceptable Materials.

Anne Arundel County, Frederick County and Harford County have independent contracts from the Authority's Master Service Agreements. Anne Arundel County and Frederick County have contracts with eRevival LLC and Harford County has a contract with Pasadena Recycling. Anne Arundel County's contract term ends May 2025. Frederick County's initial contract term ends May 31, 2023, with four (4) optional one-year renewals. Anne Arundel County's contract is currently revenue neutral for Other Acceptable Material, Frederick County is currently paying \$0.135 per pound for All Acceptable Material and Harford County currently has no fee for Other Acceptable Material recycling services, and is not accepting TV's or computer monitors.

- 2) **Question:** What companies have notified the Authority of their interest in this RFP?

Answer: The following companies have notified the Authority of their interest in this RFP:

- a. ProActive Computer Security
- b. Waste Management Electronics Recycling Services
- c. Covanta Environmental Solutions
- d. Securis
- e. eRevival LLC
- f. Kuusakoski US, LLC

- 3) **Question:** Which Member Jurisdiction locations require a sea container to be placed by the contractor? What size sea container is required?

Answer: Please see Appendix A in the RFP and the updated description of Appendix A per Items A) and C) above as to which Member Jurisdictions can accept a C Container and/or Trailer. For C Containers: Anne Arundel County requires a 40-foot C Container for its Millersville Landfill. Baltimore City requires a 20 or 40 foot C Container for the Quarantine Road Landfill and Northwest Transfer Station, but does not need C Containers at its other Designated Collection Sites, as noted above. Baltimore County does not require any C Containers to be provided by the Contractor at any of its Designated Collection Sites, as noted above. Frederick County does not require, but prefers a 20 yard C Container to store Gaylord Containers. Harford County does not require a C Container to be provided by the Contractor, as it has its own collection bin.

4) **Question:** Is there any opportunity to re-open pricing if required to be in a five-year contract?

Answer: No. Per Section 2.12 of Appendix H, Master Service Agreement, “the Price Proposal Form, incorporated in the Exhibit A, Contractor’s Proposal, to this Agreement shall be firm through June 30, 2028. The Authority will allow for an escalation to the Price Proposal Form, effective July 1, 2023 and annually thereafter, in accordance with the appropriate inflation adjustor.”

5) **Question:** Will the Authority consider termination for convenience rights for the contractor?

Answer: No. The Member Jurisdictions must be able to rely on the services procured. However, 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 [bold text for emphasis on changes]:

*“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.”*

6) **Question:** Will the Authority amend the contract length to three years plus two one-year mutually renewable option years?

Answer: No. The Authority’s rules and regulations, as well as established case law, require a competitive bidding process that does not allow for the mutual renewal of options for contracts (see COMAR Sec. 14.13.01 (Procurement Procedures) and Mayor of Baltimore v. Bio Gro Systems, Inc., 300 Md. 248 (Md. 1984)). The contract term as stated in Section 3.10 of the RFP and Article 4 of the Master Service Agreement remains firm.

7) **Question:** Will the Authority consider a limitation of liability, including indemnification claims?

Answer: No. All liability and indemnification language shall remain unchanged and in effect, except to the extent as specifically modified by this Addendum No. 3. (Please see Answers to Questions 18 and 19 below).

8) **Question:** Will the Authority consider mutual indemnification?

Answer: No. All indemnification language shall remain unchanged and in effect.

9) **Question:** Please note that the site visit schedule noted:

“Please note, Anne Arundel County and Harford County currently have electronics recycling contracts with multiple renewal years and do not need new contracts for this service in the near to mid future. Thus, site visits are not scheduled for Anne Arundel County and Harford County

Designated Collection Sites.” yet these locations are included in the “APPENDIX E COST PROPOSAL FORM.”

Are these locations therefore excluded or included from the RFQ? If the counties are included, can the Authority please clarify service requirements for all locations and especially volumes for Harford County.

Answer: Anne Arundel County and Harford County are still included in the RFP, per existing RFP language. All service requirements for these Member Jurisdictions are described in the RFP (including this Addendum No. 3). Detailed information for these Member Jurisdictions is provided in Appendix A: Current Designated Collection Sites, Containers and Pickup Schedules, and this Addendum No. 3. Additionally, please note that Harford County recycled Other Acceptable Material in the amounts as follows: 31.81 tons during Fiscal Year 2022 and 127.40 tons during Fiscal Year 2021.

10) Question: Section 3.8

This section requires that (the Contractor must provide an invoice or payment, due by the 15th day of each month for material collected and reused/recycled from the preceding month”. [Proposer] requests this to be amended so that an invoice or payment is due by the 30th day of each month.

Answer: The following language under Section 3.8, Service Fee of the RFP:

“As provided in the Contractor’s cost proposal, incorporated into the Master Service Agreement, either the Authority (or individual Member Jurisdictions) will pay the Contractor, the Contractor will pay the Authority (or individual Member Jurisdictions) or neither the Authority (or individual Member Jurisdictions) or the Contractor will pay the other party. The payments will occur monthly (the Contractor must provide an invoice or payment, due by the 15th day of each month for material collected and reused/recycled from the preceding month, with an allowance of 30 days from the date the invoice is submitted before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include Collection and/or Large Storage Containers, collection service, transportation, processing, marketing, reuse/recycling, residual disposal and any other incidental costs. For money owed to a Member Jurisdiction, 6% interest will be assessed for payments received 60 days after the end of the month invoiced and compounded every month thereafter.”

is hereby replaced with [bold text for emphasis on changes]:

*“As provided in the Contractor’s cost proposal, incorporated into the Master Service Agreement, either the Authority (or individual Member Jurisdictions) will pay the Contractor, the Contractor will pay the Authority (or individual Member Jurisdictions) or neither the Authority (or individual Member Jurisdictions) or the Contractor will pay the other party. The payments will occur monthly (the Contractor must provide an invoice or payment, due by the **last** day of each calendar month for material collected and reused/recycled from the preceding month, with an allowance of 30 days from the date the **correct** invoice is submitted before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include Collection and/or Large Storage Containers, collection service, transportation, processing, marketing, reuse/recycling, residual disposal and any*

other incidental costs. For money owed to a Member Jurisdiction, 6% interest will be assessed for payments received 60 days after the end of the month invoiced and compounded every month thereafter.”

Additionally, the following language under Section 3.6, Weigh Procedures of the RFP:

“If applicable, the Contractor or Member Jurisdiction will be paid monthly based on the net pounds of electronics removed from the Designated Collection Sites, and recorded on the site’s load ticket (with an allowance of 30 days from the last day of the preceding month before payment is received)”

is hereby replaced with [bold text for emphasis on changes]:

*“If applicable, the Contractor or Member Jurisdiction will be paid monthly based on the net pounds of electronics removed from the Designated Collection Sites, and recorded on the site’s load ticket (with an allowance of 30 days from the **date the correct invoice is submitted** before payment is received)”*

11) Question: Please define the term “marketing” in paragraph 1 of this section.

***Answer:** Per Section 3.8 Service Fee of the RFP, all Contractor marketing costs, referenced here, must be incorporated into the Proposer’s cost proposal, meaning that any anticipated efforts and expenses (or profits) related to processing, marketing and selling/distributing Acceptable Material in the reuse/recycling markets (i.e., Acceptable Material that is reused, refurbished, resold or recycled), should be reflected and incorporated into the Proposer’s per pound cost proposal.*

12) Question: Paragraph 2 requires a contractor to inspect and reject non-acceptable materials from each container at point of pickup. Proposer considers this to be operationally not possible especially for materials hidden within containers and especially for sites that load their own materials on spotted trailers. We request that the origin shipping location maintain title to and responsible for any related expenses to manage unacceptable materials once received at the processing locations.

***Answer:** Per Section 3.8 Service Fee of the RFP, the following language shall remain unchanged and in effect:*

“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 Reuse/Recycling Site.”

Additionally, it is the Proposer’s responsibility to estimate and include any potential non-Acceptable Material residue and residual disposal costs into the per pound cost proposal for each Member Jurisdiction, as requested in Appendix E and Item C above.

13) Question: Section 3.10 Is it possible to provide a schedule of start dates for each participating entity. Please provide an example “Confirmation” document that will be used for this RFP.

Answer: Attached to this Addendum No. 3, for example, are four executed Confirmations of Transaction on behalf of Baltimore City, Baltimore County, Carroll County and Montgomery County.

Per Section 3.10 Contract Term in the RFP, the term of the Master Service Agreement will be July 1, 2023 through June 30, 2028. This is the anticipated term that will be effective for Confirmations of Transaction for Baltimore City, Baltimore County, Carroll County, Howard County and Montgomery County, under the awarded Master Service Agreement(s).

Please note, per Page 7 of the RFP, “Anne Arundel County and Harford County currently have electronics recycling contracts with multiple renewal years and do not need new contracts for this service in the near to mid future.” Additionally, Frederick County currently has an electronics recycling contract with multiple renewal years and does not need a new contract for this service in the near to mid future. However, if desired by Anne Arundel County, Frederick County and Harford County, per Section 3.10 Contract Term of the RFP: “Any individual Member Jurisdiction may initiate a Confirmation to begin and end services at any point during the Master Service Agreement. Prior to performing services for a Member Jurisdiction, the Contractor is required to enter into a Confirmation with that Member Jurisdiction, pursuant to the terms of the Master Service Agreement, if the Contractor provided a cost proposal for that Member Jurisdiction in Appendix E. If a Member Jurisdiction notifies the Contractor that it is choosing to enter into a Confirmation, the Contractor must enter into the Confirmation within 30 days of the written request by the Member Jurisdiction.”

14) Question: Section 5.3 (b) Please clarify the intent and meaning of “Guaranteed maximum amount of Acceptable Material residue requiring disposal in a landfill or other waste disposal facility”. Is the Authority attempting to understand this in terms of percentage?

Answer: Yes, please provide the percentage estimate of “guaranteed maximum amount of Acceptable Material residue requiring disposal in a landfill or other waste disposal facility” out of total Acceptable Material weight to be collected.

15) Question: Appendix B During the site visits it was mentioned that locations that did not collect CRT or flat screen products in 2021/2022 but may expand their programs to include CRT and flat screen TV’s under this RFQ. Specifically, Appendix B states that “Anne Arundel County, Baltimore County, Carroll County and Harford County did not accept CRT or flat screen material in their electronics reuse/recycling programs”. Is it possible for the Authority to clarify precisely which locations will include these products for this RFQ and provide projected volumes for each location?

Answer: Member Jurisdictions will make determinations on what to include as Acceptable Material in their corresponding Confirmations of Transaction, if desired, after receipt and review of technical and cost proposals.

Please review Appendix B of the RFP for specific electronics reuse/recycling generation data from fiscal years 2022 and 2021 to view the specific Acceptable Material types that Member Jurisdictions are currently recycling. Currently, under the Master Service Agreements,

Baltimore City, Howard County and Montgomery County are recycling All Acceptable Materials, including CRT and Flat Screen TVs and Monitors, while Baltimore County and Carroll County are recycling Other Acceptable Materials, which do not include CRT and Flat Screen TVs and Monitors.

As noted at the site visits, Baltimore County, specifically, is considering expanding its program to include CRT and Flat Screen TV and Monitor material beginning July 1, 2023, under the new Master Service Agreement, however this is not guaranteed. The Authority and Baltimore County are unable to provide an estimated projection of this volume of material, however, for historical purposes, per the last contract year that Baltimore County was recycling this CRT and Flat Screen TV and Monitor material, the Authority is providing that total weight below, as recorded in the recycling reports, for Proposer consideration:

Baltimore County Calendar Year 2013 Data:

CRT TV and Monitor material: 2,302,523 pounds recycled

Flat Screen TV and Monitor material: 370,756 pounds recycled

16) Question: PROPOSER EXCEPTIONS TO THE MASTER SERVICE AGREEMENT DATED DECEMBER 1, 2022

The provision of services contemplated hereby will be subject to mutually agreeable terms and conditions that are tailored for the services being provided. Certain of the provisions that the Proposer would request be included in such mutually agreed contract are described below. For any language revisions, additions are noted in red text, while deletions are noted in strike out text.

Answer: All provisions, terms and conditions required of the Contractor under the Master Service Agreement are specified in the RFP and its Addenda, and the Proposer is agreeing to those provisions, terms and conditions when submitting a proposal.

17) Question: Section 1.02 (i) – Additional language requested: “For clarification purposes, should a not to exceed amount be obtained, Contractor would have no further obligations for services under such Confirmation.”

Answer: The additional language is not accepted. Member Jurisdiction funding for services is annually appropriated where services are budgeted for each fiscal year, and per Section 1.02 of the Appendix H, Master Service Agreement of the RFP, “the Confirmation issued hereunder is subject to annual appropriations by the Member Jurisdiction.” Section 1.02 language shall remain unchanged and in effect. Please note, per Section 3.06 of the Appendix H, Master Service Agreement of the RFP, the Contractor is “entitled to compensation for the earned value of work up to the date of such termination” of the Confirmation.

18) Question: Section 2.02 – Additional language requested: “All equipment furnished by Contractor shall remain its property; however, the Member Jurisdiction shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at the Reuse/Recycling Area. Member Jurisdiction shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Contractor’s equipment shall be in the condition in which it was provided, normal wear and tear excepted. Member Jurisdiction shall provide safe and unobstructed access to the equipment on the scheduled collection day. Contractor may suspend services or terminate this Agreement in the event Member Jurisdiction violates any of the requirements of this provision. Member Jurisdiction warrants that the Reuse/Recycling Area is sufficient to bear the weight of Contractor's equipment and vehicles and agrees that Contractor shall not be responsible for any damage to pavement or any other surface resulting from the weight of equipment or vehicles used to perform the services.”

Revision of last sentence: The Contractor shall follow federal, state and local regulations and rules set by the Member Jurisdiction **and communicated to Contractor** at the Reuse/Recycling Area.

Answer: Section 2.02 of the Appendix H, Master Service Agreement of the RFP shall be replaced with the following, with changes noted in bold text:

“The Member Jurisdiction will provide a paved or hard packed area for the placement of Collection Containers and Large Storage Containers supplied by the Contractor (the “Reuse/Recycling Area”) for the collection of electronic materials. The Member Jurisdiction will provide the Contractor access to the Reuse/Recycling Area for the purpose of delivery and removal of Collection Containers and Large Storage Containers during the hours of normal operation as determined by the Member Jurisdiction.

All equipment, including Large Storage Containers and Collection Containers, furnished by the Contractor shall remain its property. Member Jurisdictions shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Contractor’s equipment shall be in the condition in which it was provided, normal wear and tear excepted. Member Jurisdictions shall provide safe and unobstructed access to the equipment on the scheduled collection day. The Member Jurisdiction shall replace or repay the Contractor for any equipment lost or damaged beyond normal wear and tear solely caused by the Member Jurisdiction, provided for Reuse/Recycling Services under the Master Service Agreement, if loss of or damages to equipment have been adequately documented by the Contractor and submitted in writing to the Authority and Member Jurisdiction, to be reviewed and approved at the Authority and Member Jurisdiction’s full discretion. Member Jurisdictions warrant that the Reuse/Recycling Area is sufficient to bear the weight of Contractor's equipment and vehicles and agree that Contractor shall not be responsible for any damage to pavement or any other surface resulting from the weight of equipment or vehicles used to perform the services.

*The Contractor shall follow **all applicable** federal, state and local regulations, as well as all rules set by the Member Jurisdiction **and communicated, in writing, to the Contractor for the Reuse/Recycling Area.**”*

19) Question: Section 2.04 – Additional language requested: “Contractor will not be liable or responsible for any loss of the Acceptable Materials or the data which may be stored or otherwise on such Acceptable Materials while at Member Jurisdiction’s location. Acceptable Materials shall not have been de-manufactured, dis-assembled, nor components removed prior to transfer of such Acceptable Materials to Contractor, except as may be indicated in any work instructions promulgated by Contractor for the purposes of compliance with this Agreement (collectively “Specifications”). Except to the extent hazardous substances and/or materials that are inherently part of the Acceptable Materials or as agreed to by Contractor, Acceptable Materials exclude, and Member Jurisdiction agrees not to deposit, nor permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any US or foreign local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other material not approved in writing by Contractor (collectively, “**Excluded Materials**”). In the event that the Acceptable Materials do not meet the Specifications, Contractor may reject the Acceptable Material or may process the Acceptable Material and Member Jurisdiction may be charged handling, processing, transportation and disposal fees related to such non-conforming Acceptable Material. Contractor reserves the right, upon notice to Member Jurisdiction, to discontinue acceptance of any category of Acceptable Material set forth herein as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Acceptable Material for which no commercially reasonable market exists may be landfilled at Member Jurisdiction’s cost.

Revision of last sentence: “**Title to and liability for Excluded Material shall remain with Member Jurisdiction at all times.** Upon acceptance by the Contractor of Acceptable Material, the Contractor shall receive title thereto and shall be responsible for the collection of **Large Storage Containers**, transportation, processing, marketing, reuse, recycling and residue disposal of such Acceptable Material.”

Answer: Section 2.04 of the Appendix H, Master Service Agreement of the RFP shall include the additional language to be added as a new paragraph at the end:

“The Contractor will not be liable or responsible for any loss of the Acceptable Materials or the data which may be stored or otherwise on such Acceptable Materials while at Member Jurisdiction’s Designated Collection Site. Except to the extent hazardous substances and/or materials that are inherently part of the Acceptable Materials, or as agreed to by the Authority, Member Jurisdiction and Contractor, in writing, Acceptable Materials exclude any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any US or foreign local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other similar material.”

Per Section 3.8 Service Fee of the RFP, the following language shall remain unchanged and in effect:

“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 Reuse/Recycling Site.”

20) Question: Section 2.07 – Delete last sentence regarding subcontractor insurance. Contractor will be responsible for any subcontractor performance.

Answer: No. All language per Section 2.07 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect.

21) Question: Section 2.08 – Requested Revision: ~~“The final written description shall include an identification of any subcontractors to be used and a statement specifying in reasonable detail the breakdown of compensation to be earned by the Contractor and its subcontractors in performing the work;”~~

Answer: No. All language per Section 2.08 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect.

22) Question: Section 2.10 – Requested Revision: The Contractor shall maintain all documents and records related to work performed pursuant to the terms of this Agreement and shall, upon the request of the Authority or the Member Jurisdiction, deliver to the Authority and the Member Jurisdiction all information, data, documents, records, reports, drawings, and the like prepared in the course of performing the Reuse/Recycling Services pursuant to a Confirmation (including, without limitation, information regarding the names and addresses of any persons, firms, or agencies dealt with by the Contractor in the performance of such work).

Answer: No. All language per Section 2.10 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect.

23) Question: Section 3.01 – Request a 30 day cure period.

Answer: Section 3.01 of the Appendix H, Master Service Agreement of the RFP shall include the following changes, with amended language in bold text:

*“If an Event of Default is not cured by the Contractor within **30** days of **written** notice from the Member Jurisdiction, the Member Jurisdiction may terminate the applicable Confirmation.”*

24) Question: Section 3.03 – Any inspection should be requested with reasonable prior written notice and shall occur during operating hours.

Answer: Section 3.03 of the Appendix H, Master Service Agreement of the RFP shall include the following changes, with amended language in bold text:

*The Authority and each Member Jurisdiction reserves the right to inspect the Contractor’s Reuse/Recycling Facilities and sites at any time, **during the Reuse/Recycling Facility’s***

regular operating hours, unless extenuating/emergency circumstances warrant other times, as communicated in writing, after the execution of this Agreement. The Authority may terminate this Agreement or a Member Jurisdiction may terminate a Confirmation if, in the reasonable opinion of the Authority or the Member Jurisdiction, as the case may be, the Contractor's Reuse/Recycling Facilities or sites have developed an unacceptable record of non-compliance with applicable federal, state or local laws or regulations, or, in the reasonable opinion of the Authority or the Member Jurisdiction, have an unsatisfactory method of operation or site conditions, either of which will constitute an Event of Default.

25) Question: Section 3.06 – Either party shall have the right to terminate for convenience on 30 days prior written notice.

Answer: No. Please see the Answer to Question #5 above.

26) Question: Section 7.03 – Revise as follows:

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~~ **to the extent** arising out of, relating to or in connection with the Contractor's **negligence or intentional misconduct** ~~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 **or relates to Excluded Materials**; 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, **that are indemnifiable hereunder.**

To the fullest extent permitted by law, the Authority shall indemnify and hold harmless the Contractor and its affiliates 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), to the extent arising out of, relating to or in connection with Authority's or a Member Jurisdiction's (or its employee's or contractor's) negligence or intentional misconduct or with respect to Excluded Materials.

Neither party shall be liable to the other for consequential, indirect, special, incidental or punitive damages arising out of the performance or breach of this Agreement.

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~~ **indemnifying party** 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

Answer: No. All language per Section 7.03 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect. Please see the answer to Question #18 above.

27) Question: Section 7.05 – Deletion of this whole section.

Answer: No. All language per Section 7.05 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect. Please note that this performance bond, letter of credit or cashier's check requirement is a standard part of Authority Master Service Agreements for electronics recycling.

28) Question: Section 7.06 – Request to make this provision mutual.

Answer: No. All language per Section 7.06 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect.

Please note per Section 2.5 of the RFP, "Proposals submitted in response to this RFP are subject to the Maryland Public Information Act. Proposers should specifically identify those portions of their proposals that they consider to contain confidential, proprietary commercial information, or trade secrets by marking the applicable pages "CONFIDENTIAL." Proposers are advised that, upon request for this information from a third party, the Authority is required to make an independent determination as to whether the information must be disclosed under the law. If the Authority determines that materials marked as confidential must be disclosed under the law, the Authority will notify the Proposer in advance of releasing the information to permit the Proposer to take independent action to protect the information. Proposers agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law."

29) Question: Section 7.08 – Request to make this provision mutual.

Answer: No. All language per Section 7.08 of the Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect.

30) Question: Section 7.13 – Notification for Contractor:

[Proposer provided contact information to be included if awarded the contract.]

Answer: Not Applicable

31) Question: Exhibit B

General Insurance Requirements and limitations: under review by Contractor's Risk Management

B – Delete in full.

Answer: All language per Exhibit B Insurance Requirements of Appendix H, Master Service Agreement of the RFP shall remain unchanged and in effect.

Additionally, please note the answer to Question #16: "all provisions, terms and conditions required of the Contractor under the Master Service Agreement are specified in the RFP and its Addenda, and the Proposer is agreeing to those provisions, terms and conditions when submitting a proposal."

32) Question: What do you mean by Material Marketing experience?

Answer: Per Section 6.2 of the RFP, “material marketing experience” means the Proposer’s capability, experience and success in relation to processing, marketing and selling/distributing Acceptable Material in the reuse/recycling markets (i.e., Acceptable Material that the Proposer is able to reuse, refurbish, resell or recycle). The Proposer should include examples and/or a description of the different markets used for reusing/recycling Acceptable Materials.

33) Question: Does the Performance Bond cost money?

Answer: Generally, the Authority understands that its Contractors pay financial institutions to hold Performance Bonds or Letters of Credit in order to support their Master Service Agreements.

34) Question: Do you have a sample of your Performance Standards?

Answer: The Authority does not have a sample of performance standards. Performance standards should be understood by the Proposer to be the Contractor operating in good faith and in accordance with industry standards under the Reuse/Recycling Service requirements as detailed in the RFP and the Master Service Agreement.

35) Question: There is a statement in the RFP, Ability to provide a backup electronics reuse/recycling facility. Are we to provide both, an electronics reuse/recycling facility and a backup facility to this, also?

Answer: Per Sections 5.3 and 6.2 of the RFP, the Proposer must demonstrate its ability to secure contingency and backup outlets for Acceptable Material, if its primary Reuse/Recycling Facility is unavailable. This backup management method does not necessarily need to be another facility owned or operated by the Proposer, but the Proposer should provide a description of the relationship and emergency plan of how this facility could be relied upon if the Proposer’s primary Reuse/Recycling Facility is unavailable, in order to guarantee Reuse/Recycling Service and prevent Reuse/Recycling Service disruption to the Member Jurisdictions.