

**Request for Proposals – Northeast Maryland Waste Disposal Authority
Marketing, Public Education, and Communications Services
July 13, 2023**

**REQUEST
FOR
PROPOSALS
FOR
MARKETING
PUBLIC EDUCATION
AND
COMMUNICATIONS SERVICES**

July 13, 2023

NOTE: Only those firms that complete the “Proposer’s Contact Information Form” (Attachment M) by July 20, 2023 will receive future correspondence related to this RFP. Please send the completed form to procurement@nmwda.org.

**REQUEST FOR PROPOSALS
FOR MARKETING, PUBLIC EDUCATION, AND COMMUNICATIONS
SERVICES
NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

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RFP Due Date: Thursday, August 24, 2023

RFP Due Time: 12:00 p.m. Local Time

**REQUEST FOR PROPOSALS
FOR MARKETING, PUBLIC EDUCATION, AND COMMUNICATIONS SERVICES
NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

The Northeast Maryland Waste Disposal Authority (the “Authority”), an instrumentality of the State of Maryland, is requesting proposals for marketing, public education, and communications services.

The Authority was established as a public corporation by Chapter 871, Acts of 1980 to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Participating jurisdictions include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard and Montgomery Counties. Maryland Environmental Service, also an instrumentality of the State of Maryland, is an ex-officio member. The Authority acts as a coordinating agency for solid waste management projects. The Authority is a tax-exempt agency.

REQUIRED SUBMITTALS

Please submit your firm’s qualifications and specific examples. Proposals should contain the following information:

1. Name, address, telephone number and all locations of firm, specifically identifying the office that would be assigned to Authority work.
2. A brief service profile of firm or individual. Include current WBE, MBE or SBA, and MD SDAT certifications for the firm and all proposed subcontractors, as applicable.
3. Résumés of key personnel (2 page maximum).
4. A description of experience with services requested in Section 3.2, especially noting any waste management communications projects (include examples).
5. Your edited version of draft newsletter article entitled “Joe Rutherford Shares Three Decades of Composting Experience with Visitors to the Harford County Compost Facility” (see Attachment B).
6. Proposed rates and charges (must use Attachment A). However, if you identify other costs for each item, please describe and add on a separate sheet.
7. A list of three client references, including name, address and telephone number (must use Attachment C).
8. A list of any subcontractors to be used (other than printers), including name, address and telephone number (must use Attachment D).
9. Agreement or comments on the time schedule for production of Authority’s quarterly newsletter (see Attachment A, and Attachment E).
10. Completed Attachment L - Experience with software.
11. Outline for a public education ad campaign (see Section 3.2 (E) of the RFP).
12. Outline for an advanced social media training class (see Section 3.2(G) of the RFP). Please include a proposed budget and the amount of time suggested for the session.
13. Names of printing firms you work with (must use Attachment H).

Andrew Kays, Executive Director

REQUEST FOR PROPOSALS

Offerors are invited to submit proposals in conformance with the requirements described below:

PART I - PROPOSAL INFORMATION

1.1 PURPOSE:

The purpose of this Request for Proposals (“RFP”) is to receive proposals from firms with experience in marketing, public education, and communications services. Such services shall be provided to the Authority and made available to the Authority’s Member Jurisdictions.

1.2 CONTACT PERSON:

Communications with representatives of the Authority and the Counties, concerning this request by you, or on your behalf, are not appropriate and will not be permitted during the submission and selection processes. Any such communication or solicitation shall be grounds for immediate disqualification of the offeror at the sole discretion of the Authority. All communications should be directed exclusively to the Authority at procurement@nmwda.org. Any questions are due by 12:00 p.m., July 20, 2023 via email to procurement@nmwda.org.

Only those firms that complete the “Proposer’s Contact Information Form” (Attachment M) by July 20, 2023 will receive future correspondence related to this RFP. Please send the completed form to procurement@nmwda.org.

Note that all time references in this RFP refer to local time.

1.3 PRE-PROPOSAL CONFERENCE:

There will be no pre-proposal conference.

1.4 WRITTEN QUESTIONS:

Prospective Offerors may submit written questions. The Authority will endeavor to respond by August 9, 2023, in writing, to requests for information submitted by the above-referenced deadline. However, the Authority makes no assurance that written responses will be tendered if, in the opinion of the Authority, such information is evident in the RFP or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be provided to all prospective Offerors who complete and submit Attachment M.

1.5 AMENDMENT OR CANCELLATION OF THIS RFP:

If this RFP requires amendment, written notice of the amendment will be given to all prospective Offerors identified in Section 1.4. Receipt of amendments must be acknowledged in writing by prospective Offerors to procurement@nmwda.org.

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Acknowledgment by facsimile, mail or email is permitted. The Authority reserves the right to modify, amend or cancel this RFP if the Authority determines, in its sole discretion that it is in the best interest of the Authority to do so.

1.6 SUBMISSION REQUIREMENTS:

Proposals must be submitted no later than 12:00 p.m. on Thursday, August 24, 2023 (the “Closing Date”). Proposals must include the “Required Submittals” listed on page one of this RFP, and shall be submitted to the Authority procurement email address at procurement@nmwda.org. Please provide the proposal as a PDF. No hard copies are required.

Additionally, please send an electronic copy of the proposal to the contacts below:

Rachel Scott
Recycling Program Specialist
Anne Arundel County DPW
pwscot22@aacounty.org

Lowell Melser
Chief Public Information Officer
Baltimore County DPW
lmelser@baltimorecountymd.gov

Richard Keller
Recycling & Waste Prevention Manager
Baltimore County Bureau of Solid Waste Management
rkeller@baltimorecountymd.gov

Mr. Alan Wilcom
Assistant Administrator
Howard County Bureau of Environmental Services
awilcom@howardcountymd.gov

1.7 DISCLOSURE:

Proposals submitted in response to this RFP are subject to disclosure pursuant to the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Offerors must identify specifically those portions of their proposals, if any, which they deem contain confidential or proprietary information or trade secrets and must provide justification why such materials should not, upon request, be disclosed under the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the Authority is required to determine independently whether the information can be withheld under the law. If the Authority determines that materials marked as confidential must be disclosed under the law, the Authority will notify the Offeror in advance of releasing the information to permit the Offeror to take independent action to protect the information. Offerors agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

1.8 INCURRED EXPENSES:

The Authority is not responsible for any expenses which Offerors may incur in preparing and submitting proposals.

1.9 ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting a proposal in response to this RFP, the Offeror accepts all of the terms and conditions set forth in this RFP and the contract provisions in Attachment I, unless otherwise noted and agreed to, in writing, during the open question period.

1.10 INTERVIEWS

The Authority may conduct interviews during mid-late September.

1.11 PRELIMINARY SCHEDULE

Request for Proposals Issued	Thursday, July 13, 2023
Proposers Contact Information Form Due	Thursday, July 20, 2023
Questions Submitted	Thursday, July 20, 2023 by 12:00 p.m.
Responses to Questions Due	Wednesday, August 9, 2023
Proposal Due	Thursday, August 24, 2023 by 12:00 p.m.
Interviews, if necessary	September 2023
Anticipated Selection	October 2023

1.12 PROCUREMENT REGULATIONS:

This RFP, and any contract entered into as a result thereof, is not subject to the provisions of the State Finance and Procurement Article, but is governed by Section 3-921 of the Natural Resources Article of the Annotated Code of Maryland and COMAR 14.13.01.01 et seq.

PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT:

The Contract and all exhibits thereto to be entered into as a result of this RFP (the “Contract”) shall be by and between the Offeror as Contractor (the “Contractor”) and the Authority.

2.2 CONTRACT TERM:

It is anticipated that the Contract term will commence on or about January 1, 2024 and end December 31, 2028, with two, one-year extensions at the Authority’s sole option, unless sooner terminated in accordance with the contract. 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)).

2.3 COMPENSATION AND METHOD OF PAYMENT:

The Contractor will be compensated in accordance with the contract provisions set forth in Attachment I.

PART III - SCOPE OF SERVICES REQUIRED

3.1 PURPOSE:

The Authority is seeking an innovative and creative marketing, public education and communications firm to assist in developing a coordinated approach to keeping its publications and websites updated and producing its quarterly newsletter.

3.2 SERVICES (Rates and charges to be submitted on Attachment A) – please add any known, potential rates that may not have been specifically requested:

A. **WasteWatch** - The Authority needs assistance with the publication of its quarterly newsletter, WasteWatch. This work entails developing layouts for a four-to-eight-page quarterly newsletter, including graphic designs (see sample newsletter - Attachment G); and

- 1) editing copy;
- 2) writing some articles from material provided by the Authority;
- 3) writing headlines;
- 4) selecting pullouts;
- 5) writing photo and graphic captions; and
- 6) layout and other editorial stylistic elements.

A draft production schedule is attached. Please comment on the draft schedule (Attachment E) in your proposal.

B. **Printers** - Please provide contact information for three printing companies, who you would be able to get estimates from for any printing projects, which may be needed (Attachment H).

C. **Authority Brochure** - The current brochure is attached for your review (Attachment F). This brochure is printed in small quantities by the Authority as needed using the Authority's digital color copier. The brochure is edited by Authority staff (i.e., changing photographs and updating text). Complicated changes may require Contractor's assistance. The software used is Microsoft Office 365.

D. **Websites:** nmwda.org - The Authority's website; swana-midatl.org - The Solid Waste Association of North America's Mid-Atlantic chapter's website; recyclmoreoften – Anne Arundel County's Department of Public Works website; and mdrecycles.org - This is the cornerstone of the commercial recycling program. Contractor will be required to coordinate efforts with the Authority's information technology provider, as needed.

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- 1) Contractor must be experienced in the program currently used and be able to handle complicated updates to the above websites. The Authority currently uses WordPress to make edits to the sites.
 - 2) Contractor should have experience developing websites that are mobile friendly.
 - 3) Authority may want to be able to monitor outside use without obvious counters on the sites.
- E. Development of new ads when requested. Assisting with the placement of ads may also be needed. The Authority is considering a multi-year approach to providing information about commercial recycling to businesses within the Authority’s Member Jurisdictions.
- On a separate sheet, outline how the Authority could effectively reach businesses, i.e., types of media assuming a potential budget of \$50,000-\$60,000. This would be a public education campaign to reach businesses and provide measurable results over a two and one-half year period.
- F. Development of educational/informational flyers.
- G. Assistance with the development of an advanced social media training seminar. See Attachment N for a description of the social media presentation sponsored by the Authority. Note: The initial presentation lasted 1-1/2 hours.
- H. As other assistance such as developing and conducting telephone surveys, focus group research, branding, logo design, direct marketing, email marketing services and production of short videos suitable for social media may be needed, please provide your hourly rates on Attachment A.

3.3 IRREVOCABILITY OF PRICE PROPOSAL:

The proposed rates will be irrevocable for a period of ninety (90) days from the Proposal Closing date, or, if the hourly rates are modified during negotiations pursuant to Section 4.3, for a period of ninety (90) days from the date such modified rates are proposed by the Offeror.

PART IV - EVALUATION PROCEDURE

4.1 EVALUATION COMMITTEE:

The Authority shall appoint an evaluation committee (the “Evaluation Committee”) to be composed of Authority staff and representatives from Authority Member Jurisdictions. The Evaluation Committee will evaluate the proposals received in accordance with the criteria set forth in this RFP and make a recommendation for award to the Executive Director.

4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:

The Authority reserves and assigns to the Executive Director the right to determine which of the Offerors have met the minimum qualifications of this RFP. The Executive Director shall have the sole right to determine whether any deviation from the requirements of this RFP is substantive in nature, and the Executive Director may reject proposals that are not reasonably susceptible of being selected for Contract award. In addition, the Executive Director may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow an Offeror to correct minor irregularities and may negotiate with responsible Offerors in any manner deemed necessary to serve the best interests of the Authority.

4.3 MULTI-STEP COMPETITIVE SEALED NEGOTIATION:

The Evaluation Committee may employ a procedure of multi-step competitive negotiations. If the Executive Director determines that further negotiation is in the best interest of the Authority, presentations may be requested of two or more Offerors deemed by the Authority to be the best suited among those submitting proposals on the basis of the selection criteria. The Executive Director will advise these Offerors how such negotiations will be conducted. Upon completion of all negotiations, and upon receipt of “best and final offers” submitted as a result of such negotiations, if any, the Evaluation Committee shall make a recommendation to the Authority Members regarding the award of a Contract(s). The Authority Members will then take action upon the recommendation. Offerors whose proposals are not accepted will be so notified in writing.

4.4 EVALUATION OF OFFERORS:

The Evaluation Committee will evaluate the proposals based on the following criteria:

- A. Response to the scope of services in a comprehensive manner, including a realistic project schedule for publication of quarterly e-newsletter, and examples of work products and evidence of positive results, if available. (10%)
- B. Experience and qualifications of the firm and key personnel. Specifically looking for experience with software currently used by the Authority for its brochure and websites, namely WordPress, Microsoft Office 365, and Adobe Creative Suite; in addition to experience with the services set forth in Section 3.2 of this RFP. Preference for key individuals that are local and benefit to Maryland economy. (25%)
- C. Price or Cost Effectiveness. (15%)
- D. Evaluation of the editing of the draft newsletter article. (10%)
- E. Public education campaign proposal outline. (10%)
- F. Social media presentation outline (10%)

G. Experience with waste disposal, recycling or related energy and environmental issues. (10%)

H. References (10%)

Evaluation and Selection will not be based solely on Price, but will consider Comprehensive Best Value.

After consideration of the factors set forth in this RFP, the committee will recommend award to the Offeror whose proposal is most advantageous to the Authority and provides the best overall value.

This RFP will result in the submission of “proposals” (not bids), and the evaluation and award process will be based on both technical and price responses, not just price. Therefore, the Authority may enter into negotiations with selected Offerors and invite “best and final offers” as deemed to be in the best interest of the Authority. Negotiations may be in the form of face-to-face telephone, facsimile or written communications, or any combination thereof, at the Authority’s sole discretion. The Authority may in its discretion, establish a competitive range of proposals, and conduct discussions and request best and final offers from only those whose firms that it determines fall within that range.

Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.

Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

PART V – ESTIMATED CONTRACT VALUE

The initial not to exceed value for this three-year Contract is \$100,000; subject to annual appropriation. This is a three-year Contract with up to two, one-year renewal terms and the annual awards will be based on the work to be undertaken each fiscal year. The Contract not to exceed value may be increased by amendment to the Contract, as needed.

(Note: Because the Authority’s Member Jurisdictions may request services under the resulting contract, the value of the contract may be higher.)

PART VI – CONTRACT APPROVAL

The Board of the Authority must approve the contract resulting from this solicitation. A sample standard contract is attached for review as part of this solicitation. Exceptions, if any, to the Authority’s standard contract (Attachment I) must be noted in your proposal submission to be considered during the evaluation. Exceptions may result in rejection of your proposal.

Do not fill in or sign the sample contract enclosed. The Authority will prepare a formal contract specific to this solicitation for execution by the successful contractor.

PART VII - ADA COMPLIANCE

7.1 ALTERNATIVE FORMS:

Alternative forms of this RFP will be provided upon request.

ATTACHMENT A
PROPOSED RATES AND CHARGES

OFFEROR’S FIRM NAME: _____

For option years CY 2029 and 2030, please provide a percentage increase that would be applicable to all categories.

CY 2029 _____% **CY 2030** _____%

A. WasteWatch

1. Edit and layout copy for a four-to-eight page quarterly e-newsletter; write photo and graphics captions, headlines, pull-outs and other editorial stylistic elements; work with Authority staff members on story development and meet (or conference call) with Authority staff periodically for editorial direction; develop and manage graphics and production. Occasionally, the Contractor will be asked to write an article from material provided by staff. Final copy will be submitted to the Authority in a PDF format for website posting and printing. Please indicate a range, as editing and writing complexity varies with each issue.

	<u>CY 2024</u>	<u>CY 2025</u>	<u>CY 2026</u>
4-page issue:	\$_____ to \$_____	\$_____ to \$_____	\$_____ to \$_____
6-page issue:	\$_____ to \$_____	\$_____ to \$_____	\$_____ to \$_____
8-page issue:	\$_____ to \$_____	\$_____ to \$_____	\$_____ to \$_____
stock photos:	\$_____ / photo	\$_____ / photo	
	<u>CY 2027</u>	<u>CY 2028</u>	
4-page issue:	\$_____ to \$_____	\$_____ to \$_____	
6-page issue:	\$_____ to \$_____		
8-page issue:	\$_____ to \$_____	\$_____ to \$_____	

2. Provide a time schedule if different from the one set forth in Attachment E.

Time schedule is acceptable _____Yes _____No

If no, attach an alternate proposed schedule.

NOTE:

- 1) For all requested services, please describe any other rates or charges the Authority would incur for your firm to do this work on a separate sheet and attach.

ATTACHMENT A (continued)

B. Cost for hosting the following four websites.

nmwda.org	\$ _____ / month	(Created/Edited with WordPress)
mdrecycles.org	\$ _____ / month	(Created/Edited with WordPress)
swana-midatl.org	\$ _____ / month	(Created/Edited with WordPress)
recyclemoreoften.com	\$ _____ / month	(Created/Edited with Flash – may be migrated to WordPress)

Identify any on-going costs: _____

C. Cost of migrating websites to Proposer’s computer system.

nmwda.org	\$ _____
mdrecycles.org	\$ _____
swana-midatl.org	\$ _____
recyclemoreoften.com	\$ _____

D. Layout and Design Cost for Camera Ready Trifold Flyers/Brochures (see sample -Attachment K).

CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

E. Camera Ready Ads

a. Ad development for mdrecycles.org, commercial recycling or other efforts (sample ads are in Attachment J).

CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.	\$ _____/hr.

b. Arranging placement in appropriate publications. The Authority has limited funds for advertising -- propose as a percentage of ad placement cost or describe the cost in a separate attachment.

CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
_____%	_____%	_____%	_____%	_____%

F. The Authority is considering the use of an Offeror for additional Authority activities such as editing conference papers and magazine articles, developing and/or updating brochures, writing news releases and developing other educational programs and publications.

ATTACHMENT A (continued)

OFFEROR’S FIRM NAME: _____

Please submit fixed rates for the following services:

	<u>CY 2024</u>	<u>CY 2025</u>	<u>CY 2026</u>	<u>CY 2027</u>	<u>CY 2028</u>
a. General Communications Consult.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
b. Editorial Consultation	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
c. Editing	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
d. Writing	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
e. Production Management	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
f. Outreach/Educational Services	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
g. Media Relations	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
h. Website Programming	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
i. Website Hosting	\$_____/mo.	\$_____/mo.	\$_____/mo.	\$_____/mo.	\$_____/mo.
j. Graphic Design	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
k. Media Planning	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
l. Photography	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
m. Website Monitoring (monthly)	\$_____/mo.	\$_____/mo.	\$_____/mo.	\$_____/mo.	\$_____/mo.

Please identify any other costs/services

n. _____	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
o. _____	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
p. _____	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.

NOTE: Additional work requested under the contract will be authorized using fixed price work orders, as follows: 1.) Authority staff describes work to be performed; 2.) Contractor responds with a cost proposal based on the hourly rates set forth above; and 3.) Upon agreement on cost, a fixed price work order will be issued.

ATTACHMENT B

DRAFT NEWSLETTER ARTICLE (for example purposes only)

Joe Rutherford Shares Three Decades of Composting Experience with Visitors to the Harford County Compost Facility

It looks like rain as we begin our tour of the Scarboro Road mulch/compost facility. Joe Rutherford is superintendent of the Harford County Scarboro Road landfill. He's been with Harford County for 38 years and has more than 30 years of experience in composting. We walk past the receiving area toward a side area of the facility where the co-composting (yard clippings and biosolids) demonstration project is operating. As we walk toward the compost windrows, Joe explains the operations of the composting facility. "When a vehicle comes into the facility, it's greeted by a facility representative who inspects the load. The driver is directed to one of two piles — the brush pile or the yard clippings/leaf pile," says Joe.

In the normal composting program, brush goes through the grinding process twice to reduce the size of the material, yard clippings go through the grinder once. The ground brush is moved to a separate area of the facility and is placed in piles for the mulching process to begin. The yard clippings are placed into windrows (large rows that are more than 20,000 feet long and six feet tall). The composting process is kick-started with the addition of a third-stage (nearly complete) compost as an inoculate, and urea as a nitrogen source. The rows are aerated mechanically using a turner. The goal for the composting process is to achieve a 30:1 carbon to nitrogen ratio in the final product.

The new demonstration project, which incorporates the use of biosolids from the SodRun Waste Water Treatment Plant, is being conducted in two parts. A 4:1 ratio of chips/mulch to biosolids is mixed with starter compost (approximately 1/4 cubic yard of starter compost per cubic yard of compost mixture). Another windrow in the demonstration project is using a 4:1 ratio of yard clippings to biosolids for the compost. As with the chip/mulch windrow, the compost process is inoculated with the third-stage compost amendment. The windrows are aerated for the first three weeks of the process. Both types of composting produced PFRP (pathogen reduction processes) results below EPA 503 criteria. This means that this Class A, final product, is suitable for distribution to the public for general use. As a result of this successful demonstration, the county is looking to expand the composting program. The Harford County co-composting project follows a similar project that the Authority helped develop in Carroll County.

Joe also reports that the metals content for the co-composted (yard clippings and biosolids) material had better results (lower values) than just yard clippings. He sees the expansion of this program leading to the production of a 50/50 mix of composted material with the co-composted biosolids to sell to the public. "The projected volume of compost generated means we will use all of the biosolids produced annually at the SodRun Waste Water Treatment plant," says Joe.

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The rain is falling now as we thank Joe and return to our cars. We pass a man filling up small containers in the back of his car with the yard debris compost generated at the facility. The success of the demonstration project will mean more compost available to the residents of Harford County. The program also represents an environmentally friendly method for handling biosolids.

**ATTACHMENT C
CLIENT REFERENCES**

Offeror: _____

Address: _____

Contact Person: _____

Telephone No.: _____ **Fax No.:** _____

Email: _____

Date: _____

Client References: (list three)

1. **Company Name:** _____

Address: _____

Contact Person: _____ **Telephone:** _____

Email: _____

2. **Company Name:** _____

Address: _____

Contact Person: _____ **Telephone:** _____

Email: _____

3. **Company Name:** _____

Address: _____

Contact Person: _____ **Telephone:** _____

Email: _____

ATTACHMENT D

PROPOSED SUBCONTRACTOR INFORMATION (if any)

Offeror's Firm Name: _____

1. Subcontractor's Firm Name: _____

Type of service(s) to be provided: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

Date: _____

2. Subcontractor's Firm Name: _____

Type of service(s) to be provided: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

Date: _____

3. Subcontractor's Firm Name: _____

Type of service(s) to be provided: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

Date: _____

ATTACHMENT E

DRAFT NEWSLETTER PRODUCTION SCHEDULE

Quarterly electronic distributions generally take place at the end of January, April, July and October each year. A typical schedule (for example purposes) is set forth below:

Summer 2023 Issue

Copy Deadline (for staff)	June 2
Copy to Editor	June 4
Edited Copy to Authority	June 18
Final Copy to Editor	June 22
Layout with Graphics to Authority	June 24
Authority edits back to Editor	June 25
Second/third Revisions	July 9-10
Final layout and PDF to Authority	July 12

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**ATTACHMENT F
CURRENT AUTHORITY BROCHURE**

Attached

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**ATTACHMENT G
SAMPLE AUTHORITY NEWSLETTER**

Attached

ATTACHMENT H

PRINTING FIRMS

Offeror's Firm Name: _____

1. Printing Firm Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

Date: _____

2. Printing Firm Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

Date: _____

3. Printing Firm Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

Date: _____

ATTACHMENT I
AUTHORITY CONTRACT

Control# _____

Contract# _____

CONSULTANT AGREEMENT BETWEEN
NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY
AND

This Consultant Agreement ("Agreement") dated this ____ day of _____20__, by and between the Northeast Maryland Waste Disposal Authority, a body politic and corporate constituting an instrumentality of the State of Maryland (the "Authority") and (the "Consultant" or "Contractor"), an entity incorporated under the laws of _____, with offices at _____

RECITALS

WHEREAS, the Authority is a body politic and corporate and a public instrumentality of the State of Maryland created and existing under Subtitle 9 of Title 3 of the Natural Resources Article of the Annotated Code of Maryland.

WHEREAS, the Authority has determined, by Resolution, that it is necessary and desirable to retain the Consultant, on the terms and conditions set forth in this Agreement, to assist the Authority and its staff in carrying out the purposes of the Authority, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Authority and the Consultant, acting as aforesaid, and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1. SCOPE OF WORK

Section 101. The Consultant is being retained to: **[Describe scope of work; may be described with reference to RFP and Consultant's Proposal.]**

Section 102. The parties' contract consists of the following documents, in order of precedence: this Agreement, any Work Order issued under this Agreement for specific services, the Request for Proposals dated _____, and the Consultant's Technical and Price Proposals dated_____
[and any other relevant documents.]

Section 103. The following individuals are considered to be key personnel under this Agreement, and will be made available by the Consultant upon the Authority's request to perform any tasks requested by the Authority under the Agreement: _____. The Consultant may not substitute any other personnel to perform the Authority's work without the written consent of the Authority.

Section 104. In accordance with the Consultant's proposal, the Consultant may team with_____. The Consultant may not subcontract any part of the services to be provided without the written consent of the Authority.

Section 105. Kim Gordon shall be the Contract Officer for the Authority until such time as the Executive Director may appoint a successor Contract Officer by notice in writing to the Consultant. The Executive Director may also appoint an additional or alternate Contract Officer by notice in writing to the Consultant. Unless the Executive Director otherwise directs, the Contract Officer shall be responsible for the direct administration of all matters pertaining to this Agreement.

Section 106. The Contract Officer may from time to time give the Consultant a directive, oral or written, notifying the Consultant of work to be performed under this Agreement. If requested to do so, the Consultant shall promptly upon the receipt of such a directive furnish to the Contract Officer a preliminary written description of the work that the Consultant proposes to undertake in

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implementing the directive which shall include an estimate of the total cost to the Authority for the Consultant to perform the work and (if requested by the Contract Officer) the date by which the work will be completed. Following such consultations as the Contract Officer or the Executive Director may deem appropriate, the Consultant, if requested to do so, shall submit to the Contract Officer a final written description of the work to be undertaken which shall include (1) identification of the key personnel who will perform the work, (2) identification of any subcontractors to be used in performing the work, and (3) a statement specifying the total maximum cost of the work and a breakdown of compensation to be earned by the Consultant and its subcontractors in performing the work and (if requested by the Contract Officer) the latest date by which the work will be completed. Upon its written approval by the Executive Director, such a final written description shall constitute a Work Order which shall be binding upon the Consultant and shall be subject to modification, amendment or withdrawal by the Consultant only with the express written consent of the Executive Director. The Consultant shall not charge the Authority for the development of this written description.

For work which must begin immediately, is of short duration (up to 45 days), or is anticipated to cost under \$5,000, verbal Work Orders may be issued by the Contract Officer with the concurrence of the Executive Director. The Contract Officer shall prepare a memo describing the verbal Work Order to be filed with this Agreement.

Section 107. The Consultant shall not be obligated to perform, and the Authority shall not be obligated to compensate the Consultant for, any work which is outside the scope of the Agreement as set forth in Section 101, or the scope of a Work Order as set forth in Section 106.

Section 108. The Consultant shall, from time to time and as frequently as the Contract Officer may request, apprise the Contract Officer of the status and progress of the work being performed by the Consultant pursuant to this Agreement. The Consultant shall maintain in a neat and orderly manner all documents and records relating to work performed pursuant to this Agreement and each Work Order and shall, at the end of the project and before the final invoice for work, turn over to the Authority all information, data, documents, records, reports, drawings, and the like prepared in

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the course of work hereunder (including, without limitation, the names and addresses of any persons, firms, or agencies dealt with by the Consultant in the performance of such work). All materials prepared by Consultant in connection with this Agreement, including but not limited to records, drawings, and reports, shall be the sole and absolute property of the Authority. The Authority reserves the right to use any such material in any manner. Any use, reuse or modification of the documents shall be at the Authority's and other's sole risk without liability or legal exposure to Consultant unless approved in writing by Consultant prior to such reuse or modification.

Section 109. The Consultant shall provide, at the Consultant's own expense, all personnel needed to perform any work required under this Agreement. All such personnel shall be qualified and authorized under applicable law to perform their respective functions. The Consultant shall ensure that none of the Consultant's employees has any direct or indirect interest which would conflict in any manner with the performance of the Consultant's work under this Agreement. The Consultant shall be responsible for any withholding taxes and social security payments due as a result of payment made by the Authority pursuant to this Agreement.

ARTICLE 2. TERM AND COMPENSATION

Section 201. This Agreement shall be effective January 1, 2024, upon execution hereof by both parties, and, unless sooner terminated or renewed as herein provided, shall expire on December 31, 2028, subject to renewal as set forth below.

This Agreement may be renewed, at the Authority's sole option, for two one-year terms.

Section 202. The Consultant shall be compensated for work performed and expenses incurred pursuant to this Agreement generally as provided in the "Rate Schedule" being attached hereto as Exhibit "A" [to be based on proposed rates] and constituting an integral part hereof, as consideration for the performance of work which complies with an oral or written request of the Contract Officer and which is within the general duties described in Section 101. Payment to the Consultant will be based upon a reasonable number of actual hours expended by the Consultant in

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performance of services under a Work Order.

The Consultant warrants that its rates and charges for the term of this Agreement are not higher than the standard rates and charges for the same services provided under the same circumstances to member jurisdictions of the Authority or to the Maryland Environmental Service.

Section 203. The Authority shall in no event be obligated to make any payment to the Consultant for work performed and expenses incurred pursuant to this Agreement if the amount of such payment, together with all other payments theretofore made to the Consultant under this Agreement, would exceed, in the aggregate, One Hundred Thousand Dollars (\$100,000), unless and until the Authority amends this Agreement to increase such limit.

Section 204. The Consultant shall submit invoices to the Authority on a periodic basis, but not more frequently than monthly. Each invoice shall specify: (a) the number assigned to this Agreement by the Authority; (b) the total amount of payments received by the Consultant, through the closing date of the invoice period, under this Agreement; (c) the opening and closing dates of the invoice period; and (d) a description of the work performed and itemization of reimbursable expenses incurred during the invoice period. The Consultant shall submit with each invoice such supporting documentation, including receipts and invoices for work performed by subcontractors to the consultant.

The Authority shall render payment within 45 days after receipt of an acceptable invoice from Consultant. Notification of non-acceptance of an invoice shall be made within 30 days of receipt of Consultant's invoice.

The Consultant must notify the Authority in **writing when** 50% and 75% of the total contract amount has been expended. When the Consultant reaches the 75% expenditure amount, the Authority must give the Consultant written notice before work can proceed with the remaining scope. Before notice to proceed is given, the Authority will review the work completed to date and determine if the remaining work can be completed within the contract amount. If the remaining

scope cannot be completed with the remaining budget, a joint determination on how to proceed will be made and agreed to in writing by the Authority and the Consultant.

Section 205. The Consultant shall maintain, and make available for inspection by the Contract Officer, detailed records of time spent, and receipts for reimbursable expenses incurred in the performance of work undertaken pursuant to this Agreement.

Section 206. The Consultant shall not undertake work until the Authority Contract Officer or designee has provided written approval.

ARTICLE 3. DISPUTES

Section 301. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved by informal agreement between the parties shall be decided by the Contract Officer. The Contract Officer shall render written decisions within 15 days from receipt of a written request therefore from the Consultant. Upon rendering a decision, the Contract Officer shall promptly deliver or mail it to the Consultant. The written decision of the Contract Officer shall be final and conclusive unless, within 30 days after the date of receipt of such written decision, the Consultant delivers to the Contract Officer a written appeal addressed to the Executive Director of the Authority. The Consultant, prior to decision by the Executive Director, shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Within 30 days after the date of receipt by the Contract Officer of such written appeal, the Executive Director shall decide the dispute relating thereto, reduce such decision to writing, and deliver or mail it to the Consultant. The decision of the Executive Director shall be final and conclusive, and the Consultant hereby waives any right which it may have, now or in the future, to sue the Authority regarding a question of fact arising under this Agreement, unless such issue of fact has been raised in the aforementioned written appeal and unless the Executive Director's decision is arbitrary, capricious, or unreasonable. Nothing herein contained shall preclude consideration by the Contract Officer or Executive Director of questions of law relating to any dispute arising under this Agreement, but no decision of the Contract Officer or the Executive Director shall be final or conclusive on any question of law. In the event of any dispute arising under this Agreement, the

Consultant shall commence or continue to perform diligently all services described herein pending resolution of such dispute.

ARTICLE 4. GENERAL PROVISIONS

Section 401. The Consultant shall comply with all applicable legal and regulatory requirements in the performance of work under this Agreement, and the Consultant shall provide, at the Consultant's own expense, any licenses, permits or insurance needed to comply with such requirements.

Section 402. The Consultant warrants that the Consultant has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the making of this Agreement. For the breach or violation of this Section, the Authority or its successor may terminate this Agreement without liability and/or, at its option, deduct from any amount otherwise due the Consultant hereunder, or otherwise recover, the full amount of such fee or consideration. Upon termination of this Agreement pursuant to this Section, the Consultant shall refund any and all profits realized under this Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority.

Section 403.

- a. Upon the occurrence of one or more of the following conditions, the Authority may terminate this Agreement without liability on the part of the Authority: (1) the Consultant materially fails, or refuses, to comply with any of the terms of this Agreement or with a directive issued by the Contract Officer; (2) the Consultant, or any of the Consultant's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Agreement; or (3) the Consultant is adjudged bankrupt, or a petition for the appointment

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of a receiver is filed, or an assignment for the benefit of creditors is made, or the Consultant becomes insolvent during the term of this Agreement. Upon termination of this Agreement pursuant to this Section 403(a), the Consultant shall be paid only the earned value of work satisfactorily performed to the date of termination, determined by the Authority. If this Agreement is terminated because the Consultant, or any of the Consultant's officers, partners, principals, or employees is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Agreement, then the Consultant shall refund any and all profits realized under this Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority.

- b. The Authority may, without liability, terminate this Agreement or any part (or all) of any Work Order for its own convenience upon written notice to the Consultant not less than 30 days prior to the effective date for such termination. In the event of any such termination, the Consultant shall be entitled to compensation for work satisfactorily performed until the termination, plus reasonable costs incurred as a result of the termination.

Section 404. Neither this Agreement or any right or duty hereunder shall be assigned, delegated, or otherwise disposed of by the Consultant, except with the prior written consent of the Authority. Any assignment, delegation or other disposal in violation of this Section shall be null and void.

Section 405. Consultant shall comply with all applicable federal, State and local laws, rules and regulations involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, ancestry, age, gender or disability.

Section 406. This Agreement shall be governed in accordance with the laws of the State of Maryland, irrespective of conflict of laws.

Section 407. If any provision of this Agreement shall for any reason be held to be invalid or

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unenforceable, the validity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 408. Except as provided in Section 102, this Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

Section 409. This Agreement may be amended by written instrument, duly authorized and executed by the parties hereto. Oral statements purporting to amend this Agreement shall be null and void.

Section 410. The Consultant shall conduct itself in a manner consistent with its status as a consultant of the Authority under the terms of this Agreement and shall neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof, and shall not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority. Nothing herein shall be construed as authorizing the Consultant to enter into any contract or agreement, or to incur any obligation whatsoever, on behalf of the Authority.

Section 411.

- a. The Contractor shall defend, indemnify and hold harmless the Authority and its governing board, member jurisdictions, officers, agents and employees (collectively the “Indemnified Parties”), from and against all claims, suits, judgments, expenses, damages and costs (including reasonable attorneys fees) arising out of or resulting from the Contractor’s negligence or other misconduct in the performance or failure to perform the services of the Contractor under this Agreement.
- b. Except for claims for payment for work performed, the Contractor will limit any and all claims it may have under this Agreement by the Contractor against the Authority,

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its members, officers, staff and employees to an amount not to exceed amounts paid to or on behalf of the Authority as the proceeds of any applicable insurance to pay such claims. The Authority shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees to Contractor for any claims that may arise from or be associated with the performance of this Agreement.

- c. In the event of any payment of any kind by or on behalf of either party to this Agreement under the provisions of this Section to or on behalf of the other party, the paying party shall be subrogated to the extent of the amount of such payment to all rights and remedies of the other party against any third party regarding any matter to which such payment is pertinent.

Section 412. The Contractor shall procure, as necessary, and maintain until the termination of this Agreement, the following minimum insurance:

- a. General Insurance Requirements. The Contractor shall not commence services hereunder until the Contractor has obtained, at its own cost and expense, all of the insurance required under this Agreement. All such insurance shall be maintained throughout the term of this Agreement and shall be evidenced by original certificates of insurance signed by authorized representatives of the insurers, which certificates the Contractor shall provide to the Contract Officer.
- b. Insurer Requirements. All insurers underwriting the insurance required hereunder must be allowed to do business in Maryland and otherwise acceptable to Authority. The insurers must have financial strength rating of "A-" or better, and a financial size category of "Class VII" or higher in the latest evaluation by A.M. Best Company, unless the Authority grants, in its sole discretion, prior written approval for an exception.
- c. Policy Requirements. The Contractor agrees to maintain in full force and effect during the term of this Agreement professional liability insurance in an aggregate

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amount of not less than \$1,000,000, which media or professional liability insurance shall include coverage for practice in the services to be performed under the Agreement. The Contractor agrees that thereafter it shall maintain professional liability insurance in the same amount for the entire period (taking into account any applicable statute of limitations) in which the Contractor and any person, company, partnership or corporation retained or utilized by the Contractor providing services under this Agreement may incur any professional liability in connection with the performance or failure to perform services under the Agreement.

Section 413. The Consultant shall not release, other than to the Authority, or publish any information, reports, or documents relating to work performed under this Agreement without the express written consent of the Contract Officer, except for information, reports or documents already in the public domain, already in possession of the Consultant, received from a third party with a right to disclose such information, or required to be disclosed by operation of law.

The Consultant has a special duty to the Authority to maintain confidentiality of documents, information and records that come under the Consultant's control. The Consultant shall refer to the Contract Officer any and all requests for information from persons other than employees of the Consultant, the Authority members, or employees of the Authority.

Section 414. The Consultant shall not charge for internal copies of documents, or the mailing of internal documents, without the previous approval of the Contract Officer. When directed by the Contract Officer, the Consultant will prepare all documents, spreadsheets, and presentation material in a format that allows for electronic review.

Section 415. The Consultant acknowledges that the Authority may award more than one contract to perform the services in Section 101. The Consultant understands and acknowledges that it has no assurance or guarantee of any minimum amount or type of work under this Agreement. The Authority shall have the sole discretion to determine which firm shall be designated to handle a particular matter.

Section 416. The Consultant hereby warrants and represents that:

A. It is qualified to do business in the State of Maryland and will take such action necessary to remain so qualified.

B. It is not in arrears with respect to the payment of any moneys due and owing the State, including, but not limited to, the payment of taxes and employee benefits, and it will not become so in arrears during the term of this Agreement.

C. It shall comply with all federal, State and local laws, ordinances, rules and regulations applicable to its activities and obligations under this Agreement.

D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____, 20__.

Attest:

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

Andrew Kays
Executive Director

Attest:

(Selected Contractor)

By: _____

(Please print or type name)

Title: _____

(Please print or type title)

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**ATTACHMENT J
mdrecycles.org ADS**

Attached

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**ATTACHMENT K
mdrecycles.org BROCHURE**

Attached

**ATTACHMENT L
 EXPERIENCE WITH SOFTWARE**

Software Application	Experience		Reference Provided	
	Yes	No	Yes	No
WordPress				
Microsoft Publisher				
Microsoft Word				
Adobe Creative Suite				

Please submit client software references below:

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

Software Applications: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

Software Applications: _____

ATTACHMENT M

PROPOSER’S CONTACT INFORMATION FORM

(1st) Contact Name: _____

Title: _____

(2nd) Contact Name: _____

(optional)

Title: _____

(optional)

Firm: _____

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 fax, e-mail or mail completed form to:

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Fax (410) 333-2721
procurement@nmwda.org

ATTACHMENT N

SAMPLE AUTHORITY SOCIAL MEDIA PRESENTATION

The Northeast Maryland Waste Disposal Authority hosted a seminar on leveraging social media as a tool to promote and support regional recycling and solid waste programs. The presentation, entitled Social Media Training for Public Education and Behavior Change, featured segments on making social media work for recycling programs, how to create engaging content and how to use advertising dollars most efficiently in order to maximize reach and engagement.

The workshop was held at the Local Government Insurance Trust in Hanover, Maryland and was attended by 20 government professionals representing 7 city and county agencies.

Here are some key takeaways from the workshop:

Promoting Campaigns with Paid Social Media Ads

While it's common knowledge that today most people get the majority of their news and information from social media, the presenter discussed the importance (and simplicity) of increasing the reach of a campaign by utilizing paid ad features on Twitter, Facebook and Instagram. Each of these popular social media platforms allow you to design entire ad campaigns using your own content while targeting specific demographics and areas in order to ensure the right people will see your information. The presenter shared how to designate when the post will run, who will see it as well as how to pay for and analyze cost effectiveness and shared best practices for presenting progress and evidence of success of paid ads to agency administrations.

Creating Effective Social Media Ad Campaigns

Facebook, Twitter and Instagram are the big three in social media and there are myriad ways to reach your desired audience by using ad boosting and sponsored post functions not only on these three platforms but on other sharing platforms like Pinterest and YouTube. The presenter shared how to relate behavior change theory to create paid ad campaigns that will appeal to your target audience and expand the reach of your organization's social media content. The presenter also shared tips on which social media to use, how to gain followers and how to increase conversions. As part of a segment on content creation, an Education and Outreach Specialist shared tips and tricks for creating digital videos with the iPhone iMovie app. These easy to create videos can be used as sharable content, sponsored content or as an element in a social media ad campaign. Creating engaging content that features familiar scenes and faces is a great way to connect with social media followers and residents. And, when your content engages with people on social media, you will achieve expanded reach for your campaign.

Success Stories

Lastly, Montgomery County Department of Environmental Protection and the Harford County Office of Recycling shared how they have been practicing some of the methods for growing social media reach and creating successful campaigns for their respective agencies.