



Request for Expressions of Interest

for

**Plastic Film Collection
and Recycling Services**

by

**Northeast Maryland
Waste Disposal Authority**

Date of Issue: August 21, 2023

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A. INTRODUCTION

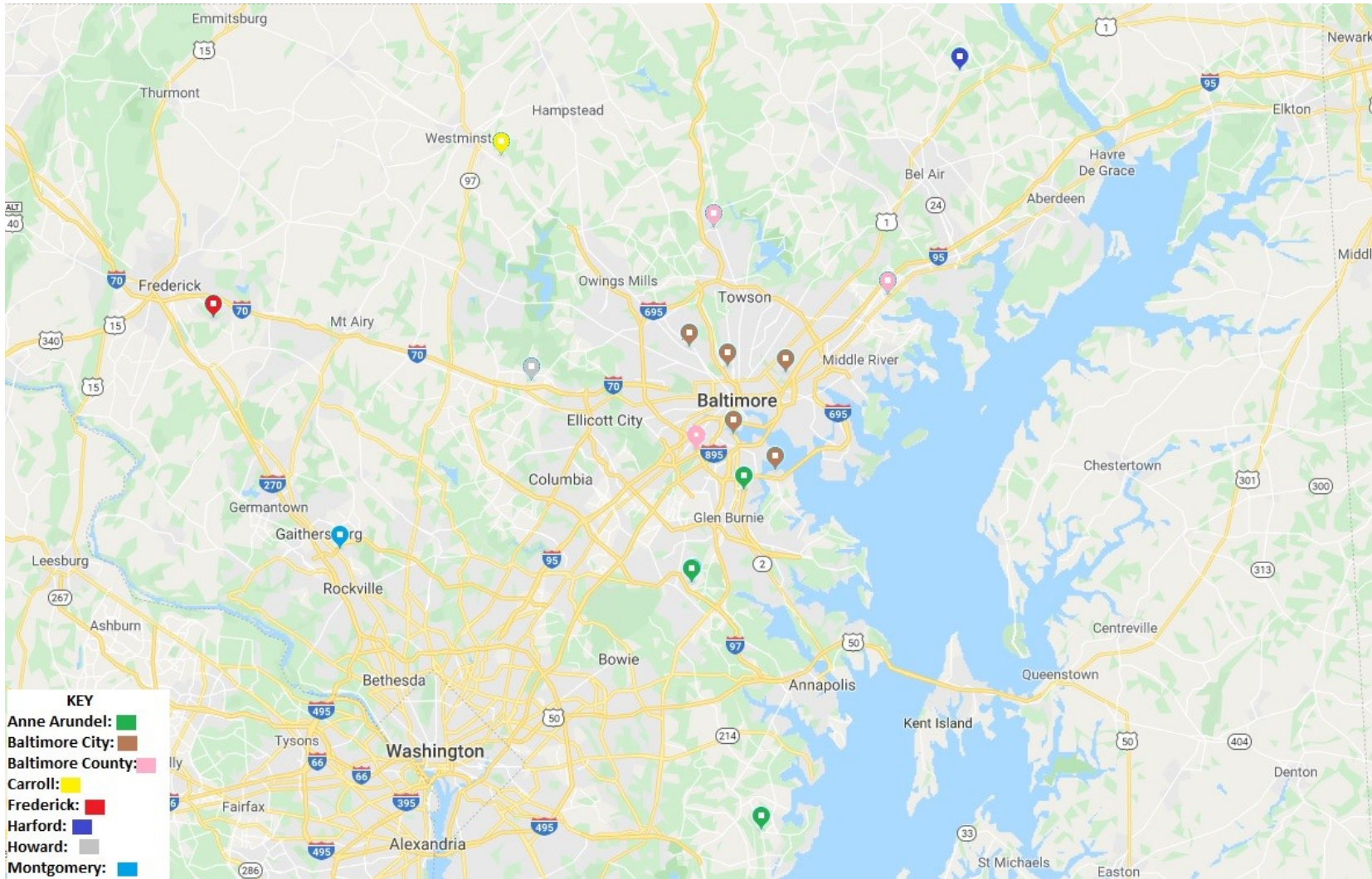
The Northeast Maryland Waste Disposal Authority (“Authority”) is a multi-county agency created by the State of Maryland to assist participating member jurisdictions (“Member Jurisdictions” or “Members”) with recycling and waste management systems. Members include Baltimore City and Anne Arundel, Baltimore,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

The Authority is issuing a Request for Expressions of Interest (“REOI”) to assist its Members with Plastic Film Collection and Recycling Services (as defined in Section B below). The Authority is seeking interest in a service for Plastic Film recycling by collecting from Member drop-off facilities within the Member Jurisdiction footprint. This REOI is being issued in order to help gain an understanding of companies or other entities (“Vendors”) that would be interested in collecting and recycling Plastic Film. The Authority is not intending to compete with existing entities, but rather to supplement the market with additional locations and options for drop-off, for ease of convenience for the residents of participating Member Jurisdictions.

If the Authority determines there is sufficient interest and ability to provide collection and recycling services, the Authority may issue a Request for Proposals (“RFP”) to provide that service or negotiate a contract directly with a Vendor that has responded to this REOI. This REOI is not intended to provide sufficient detail in order to select a Vendor for the service. The Authority and its Members are open to receiving proposed amendments as part of the Vendor’s response to any/all of the sections provided in this REOI, including Section C Current Designated Collection Sites, Equipment and Vehicles Needed and its Requirements of Service sub-section. Any specific requirements listed herein are open to consideration and amendment, in order to create the best working model and service for all entities involved. As part of its response, the Vendor shall describe how they would best manage this type of operation and detail the logistics required for each Member.

Responses to the REOI are due by **Friday, October 6, 2023 at 5:00 p.m.** (local time). Submission requirements are shown below in Section D. After the submission deadline, the Authority and the Members will review the responses and decide whether or not clarification questions should be submitted to, or interviews should be conducted with, any or all of the respondents to gain a clearer understanding of their capability. The Authority will make a determination as to whether to progress to an RFP process, enter into competitive negotiations with one or more Vendors, or to discontinue with the REOI. All Vendors that respond to the REOI will be notified of the Authority’s determination.

MAP OF DESIGNATED COLLECTION SITES



B. THE OPPORTUNITY

The Authority's Members continue to pursue greater diversion of material from disposal. Some of the Members have existing collection points for Plastic Film recycling. The Authority would like to provide more service to its Members by providing additional collection options, equipment and expanded material types for Plastic Film recycling from all Member drop-off facilities.

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

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

Plastic Film ("Acceptable Material") includes, but is not limited to, residential (or commercial if requested by the Member Jurisdiction in writing) plastic films labeled with #2 or #4 recycling symbol (polyethylene films), clean and dry plastic grocery bags, bread bags, product wrap (such as the plastic wrapping around paper towels and toilet paper), dry cleaning bags, newspaper sleeves, resealable food storage bags (such as Ziploc® bags), clean and dry produce bags, ice bags (must be dry), wood pellet bags, salt bags, clean cereal box liners, retail shopping bags, pallet wrap, stretch film, case overwrap (such as on water bottle and drink cases), shrink-wrap, mattress bags, furniture wrap, air pillow packaging material, plastic shipping envelopes, and film bubble wrap.

Acceptable Material does **not** include biodegradable or compostable bags and packaging, pre-washed salad mix bags, frozen food bags, candy wrappers, chip and snack bags, six-ring packs, pet food bags, netted mesh produce bags, hot dog or meat wrap packaging, personal protective equipment (gloves, masks, or protective wear), pool covers, backyard kiddie pools or ice rinks, inner tubes, lamination film, silage and hay bale wrapping, vinyl shower curtains, tablecloths, bedding or linen packaging, and floral wrap.

If the Vendor is interested in and capable of recycling/reusing additional Plastic Film or other related accessories/materials, please include a description in the Vendor response. **Member Jurisdictions are particularly interested in learning more about recycling options for materials such as marine plastics (e.g., boat wrap) and agricultural plastics, including the silage and hay bale wrapping noted above.**

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

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

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

C. CURRENT DESIGNATED COLLECTION SITES, EQUIPMENT AND VEHICLES NEEDED

Any or all of the following facilities designated by the Members may be used as the collection point ("Designated Collection Sites") for the Plastic Film Acceptable Materials.

Request for Expressions of Interest for Plastic Film Collection and Recycling Services
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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Anne Arundel County			For 3 recycling centers and 1 landfill, the County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. Acceptable Material will NOT be loaded by the County. Facility customers will place Acceptable Material inside of Containers. The Acceptable Material will be housed in Containers until the Vendor is able to unload and collect using a Box Truck. The County will NOT assist the Vendor in loading Vendor trucks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.
Central Recycling Center (CRC)	389 Burns Crossing Road Severn, MD 21144	39.091915, -76.669379	See above.
Millersville Landfill (MLF)	389 Burns Crossing Road Severn, MD 21144	39.08687, -76.675603	See above.
Southern Recycling Center (SRC)	5400 Nutwell Sudley Road Deale, MD 20751	38.815229, -76.578996	See above.
Northern Recycling Center (NRC)	100 Dover Road Glen Burnie, MD 21060	39.1852, -76.603062	See above.
Baltimore City			Acceptable Material shall be awaiting pickup, inside of Containers. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material and will require no larger than a Box Truck collection. The City would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732, -76.545949	See above.
Northwest Sanitation Yard	2840 Sisson Street Baltimore, MD 21211	39.319755, -76.62667	See above.
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131, -76.558535	See above.
Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415, -76.68147	See above.
Western Sanitation Yard	701 Reedbird Avenue Baltimore, MD 21225	39.246963, - 76.617432	
Baltimore County			The County does not have docks available for loading Acceptable Material. Vendor must provide at least one Container per site that is emptied by the Vendor when requested in writing by the County, or as applicable. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material and will require no larger than a Box Truck collection. The County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893, -76.671055	See above.
Eastern Sanitary Landfill	6259 Days Cove Road White Marsh, MD 21162	39.394139, -76.3854	See above.

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Central Acceptance Facility	201 West Warren Road Cockeysville, MD 21030	39.4720-36, -76.646356	See above. Please note this facility does not have electricity.
Carroll County			
Northern Landfill	1400 Baltimore Boulevard Westminster, MD 21157	39.549504, -76.94383	There are no docks available for loading. Vendor must provide at least one Container per site that is emptied by the Vendor when requested by phone call, email or in writing by the County, or as applicable. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material, and will require no larger than a Box Truck collection. The County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.
Frederick County			
Reich's Ford Road Landfill	9031 Reichs Ford Road Frederick, MD 21704	39.372463, -77.352975	Vendor must provide at least one Container per site that is emptied by the Vendor when requested in writing by the County, or as applicable. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material and will require no larger than a Box Truck collection. The County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks.

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Harford County			
Harford Waste Disposal Center	3241 Scarboro Road Street, MD 21154	39.640616, -76.299444	Vendor must provide at least one Container per site that is emptied by the Vendor when requested in writing by the County, or as applicable. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material and will require no larger than a Box Truck collection. The County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.
Howard County			
Alpha Ridge Landfill	2350 Marriottsville Road Marriottsville, MD 21104	39.305473, -76.903386	Vendor must provide at least one Container per site that is emptied by the Vendor when requested in writing by the County, or as applicable. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material and will require no larger than a Box Truck collection. The County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.

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Member Jurisdiction/ Location	Address	Google Coordinates	Type of Equipment/Vehicle Needed
Montgomery County			
Shady Grove Processing Facility and Transfer Station	16101 Frederick Road Derwood, MD 20855	39.122313, -77.17122	Vendor must provide at least one Container per site that is emptied by the Vendor when requested in writing by the County, or as applicable. The Vendor will need to provide all equipment necessary to collect and pick up the Acceptable Material and will require no larger than a Box Truck collection. The County would require at least one sealed/enclosed, weatherproof "Big Belly" compactor Container or similar, or regular Container, with or without a pull-down door, be provided at each location, similar to Plastic Film Containers onsite existing grocery retailers and/or "Big Belly" compactor Containers or similar onsite existing public areas such as sidewalks. The Vendor shall specify in its response whether it can also provide Plastic Film baling/densifiers, or other equipment, at no cost for the Member to store and use onsite for this Plastic Film Collection and Recycling Service.

Requirements of service include:

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

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

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

- 2) Access and egress to deliver and remove Acceptable Material and/or Collection Containers will be allowed during normal operating areas of each Member's facility. Typical operating hours are 7:00 a.m. to 5:00 p.m., Monday-Friday, with some operating hours on Saturday and Sunday, but may vary from site to site. The Vendor is required to follow all rules and regulations at each Designated Collection Site.
- 3) The Member shall contact the Vendor when the Collection Container(s) is nearing capacity. The Vendor must pick up the Acceptable Materials within forty-eight (48) hours of notification. Instituting a regular collection schedule that will satisfactorily manage the Acceptable Material collected at each location is the preferred option.
- 4) The Vendor is responsible for transportation of the Acceptable Material to the recycling/processing location and responsible for recycling the Acceptable Material.
- 5) The Vendor is responsible for providing to the Members a monthly report (or quarterly, etc., if approved by the Member Jurisdiction in writing), with a copy to the Authority, due within 15-days of the end of each period, detailing the number of Containers of Acceptable Material collected, if applicable, the weight of the Acceptable Material taken to the processing/recycling facility (if manned scales are available at the Member Jurisdiction Designated Collection Sites and/or at the Vendor sites), and the name, address and phone number for the processor/recycler to which the Acceptable Material was taken. Separate weights and information are required, as applicable, for 1. the amount of Acceptable Material that is recycled; and 2. the amount of material that is discarded. In the latter circumstance, the Vendor must notify the Authority and applicable Members in the monthly/quarterly, etc. reports, each period of occurrence, of why such material is not recyclable. The monthly/quarterly, etc. recycling report and invoice/payment, would be accompanied by copies of all weight tickets, as applicable. Weight tickets must reconcile to the monthly/quarterly, etc. report and invoice/payment. Additionally, any payments due will occur monthly/quarterly, etc. (the Vendor must provide an invoice or payment, due by the 15th day of each month or the last business day of the quarter, as applicable, for material collected and

recycled from the preceding period, with an allowance of 30 days from the date of the submission of a correct invoice, before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Price Proposal, which is not being requested at this time and should not be provided for purposes of this REOI, must include Collection Containers, collection service, transportation, processing, marketing, residual disposal and any other incidental costs. The Vendor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s).

- 6) The Vendor must submit monthly/quarterly, etc. recycling reports, detailing two separate streams of the total pounds of material recycled (e.g., Acceptable Material processed and sent for downstream recyclers/markets) AND disposed of (e.g., material collected that is not suitable for recycling and is discarded) to the Member, with a copy to the Authority, if possible. In the latter circumstance, the Vendor must notify the Authority and applicable Members in the monthly/quarterly, etc. recycling reports, each period of occurrence, of why such material is not recyclable, if possible.
- 7) Any services provided will be required to be completed in a safe and approved manner in accordance with all applicable Federal, State, and Local laws and regulations.

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

- 8) Members shall not be responsible for any damage to Collection Containers, or other Vendor provided equipment, during the management, storing, loading or unloading of Acceptable Material.
- 9) The Vendor 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 management or payment of any non-Acceptable Material once the Vendor removes any such material from the applicable Designated Collection Site. Additionally, the Vendor guarantees to be diligent in their operations, and is required to be in good standing with the state of Maryland, or its state of incorporation or organization, as applicable (i.e., will be required to provide a copy of the Vendor's Certificate of Good Standing from the Maryland State Department of Assessments and Taxation (for any company with nexus in Maryland) or the equivalent from the Vendor's state of registration, with certification of its qualification to do business in the State of Maryland). The Vendor shall not improperly handle the Acceptable Material (e.g., dispose of Acceptable Material) and/or leave behind Acceptable Material for the Member or resident to handle. A performance bond/letter of credit, or check to be cashed and deposited by the Authority in lieu of either security vehicle (returned after Agreement expires), in the amount of \$10,000.00, will be required in order to guarantee performance. Additionally, a performance bond/letter of credit, or check to be cashed and deposited by the Authority in lieu of either security vehicle (returned after Agreement expires), in the amount of \$50,000.00, will be required in order to guarantee performance under each Confirmation.
- 10) The Vendors must comply with all facility safety requirement and Personal Protection Equipment (PPE) for operations at each site and must comply with all Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health (MOSH) and other safety reporting provisions.

- 11) Vendors or persons collecting Acceptable Material from the sites must be clearly identifiable and be able to provide supporting documentation as to company affiliation and the Agreement if it is requested of them.

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

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

D. SUBMISSION REQUIREMENTS

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

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

- 1) Cover letter introducing the Vendor and providing contact information.
- 2) Brief statement of qualifications of the Vendor, including experience of key personnel.
- 3) A brief description of the recycling of the Acceptable Material that the Vendor is proposing, including the marketability of the Acceptable Material and any minimum tonnage requirements.
- 4) Brief description of how the Vendor would provide the services requested in the description of the REOI. Sufficient details should be provided to show the capability of the Vendor to provide the service, but a detailed operational plan is not required at this time. If the Vendor has other ideas or considerations for the REOI, the Authority encourages the Vendor to include those ideas in this section. Contact information for, and description of, a minimum of two references for similar services should be provided.
- 5) A brief discussion on the economics of the recycling program.
- 6) Specific information on the downstream vendors used by the Vendor, if applicable, (including names, addresses, etc.) so that the Authority and its Members know where the Acceptable Materials and their components are sent and how they are recycled. Please provide information on the processes utilized to recycle the Acceptable Materials by the Vendor as well as by its downstream vendors, if applicable.
- 7) Please confirm in writing, if awarded an Agreement, that the length of the term would begin on the execution date and extend until June 30, 2029. If the Vendor would like to request a longer term, please include that term in your response, for consideration. Please also confirm written agreement that any Member Jurisdiction may, without liability, terminate the Confirmation for its own convenience upon written notice to the Vendor at least 30 days prior to the effective date for such termination. In the event of any such termination, the Vendor/Member Jurisdiction shall only be entitled to compensation for the earned value of work performed up to the date of such termination, if applicable.

- 8) With respect to Baltimore City, the Minority and Women’s Business Opportunity Office must establish appropriate MBE and WBE participation goals on each specific contract. More details on this requirement can be found here: <https://smba-d.baltimorecity.gov/> (last accessed 7.24.2023).
- 9) With respect to Baltimore County, any Price Proposal would need to incorporate Baltimore County’s Department of Economic and Workforce Development as a First Source Hiring Agreement, as well as Baltimore County’s MBE/WBE/SBE and/or Economic Benefit Factor requirements, found in the attached form, Appendix A. The County's overall goal is to have 23 percent of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements awarded to/performed by MBE and WBE firms.
- 10) With respect to Howard County, their Equal Business Opportunity (EBO Program) regulates that 20% of the County’s total dollar amount of all contracts be awarded directly to Minority, Woman-owned and Disabled-owned Business Enterprises (MBE/WBE/DBE) firms during each fiscal year. This includes consulting services, construction, professional services, and other procurements for goods and services. The Program also sets a subcontracting goal of 15% when a contract value is \$50,000 or more annually. More details on this requirement can be found here: <https://www.howardcountymd.gov/procurement-contract-administration/equal-business-opportunity>
- 11) With respect to Montgomery County, any Response/Price Proposal would need to include, for Minority/Female/Disabled Owned Businesses (“MFD”), as applicable, 19% for professional services, 22% for non-professional services and 10% for goods to be performed in accordance with the Montgomery County Proposal (e.g., using subcontractors, etc.), in order for Montgomery County to approve and sign the Confirmation with the Vendor. More details on this requirement can be found here: <https://www.montgomerycountymd.gov/PRO/DBRC/MFD.html> (last accessed 7.24.2023).

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

SUBMISSION DEADLINE

The submission deadline for responding to this REOI is **Friday, October 6, 2023 at 12:00 pm (local time)**.

Each Vendor shall submit a copy by email with the subject line **“Attention: Plastic Film Collection and Recycling Procurement”** to procurement@nmwda.org. The response shall not be longer than 30-pages.

Questions related to this REOI should be submitted prior to 12:00 p.m. (local time) on **Friday, September 8, 2023**. Questions shall be emailed to procurement@nmwda.org.

REOI Issued	Monday, August 21, 2023
Questions Due	Friday, September 8, 2023 by 12:00 p.m.
Responses to Questions (tentative)	Friday, September 22, 2023
Submission Due	Friday, October 6, 2023 by 12:00 p.m.
Follow-up/Interviews, if necessary	October 2023
Determination of Next Steps	November 2023

E. LIMITATIONS

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

This is a REOI only; it is not a procurement document. The information contained in this REOI is intended for information purposes only to assist the Authority and the Members in assessing whether to proceed to a RFP process, directly negotiate a contract with one or more Vendors, or discontinue the REOI process. No representation or warranty express or implied, is made by the Authority or the Members or any of their respective agents, officers, representatives or employees, as to the accuracy or completeness of such information. Neither the Authority, the Members nor their respective agents, officers, representatives or employees will be responsible for, and hereby expressly disclaim, any and all liability for any errors, omissions, or inaccuracies in connection therewith. The Vendor shall be responsible entirely and exclusively for all costs incurred by the Vendor associated with the preparation and submission of its response to this REOI, which may or may not lead to a RFP. In its response to this REOI, the Vendor must disclose to the Authority any potential conflict of interest that might compromise this process. If such a conflict of interest does exist, the Authority may, at its discretion, refuse to consider the response in question.

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

NEXT STEPS

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

Please confirm in writing that the Authority can schedule a site visit to the Vendor's location(s) to perform an evaluation, including the attendance of any Member Jurisdiction staff that would like to attend. This visit would help the Members determine whether they wish to enter into a Confirmation with the Vendor, under the

Authority's Agreement, if one is awarded, for Acceptable Material collection and recycling services. **Please note that Member Jurisdiction staff may request to schedule an individual site visit, without Authority staff present, for review of operations.** Additionally, interested Vendors will be able to complete a site visit with the Authority and Applicable Member Jurisdiction representatives at any of the Member Jurisdictions' Designated Collection Sites, in order to evaluate the various Member Jurisdictions' operations, and in order to view the material brought in by the residents and customers, prior to or after submitting a response, or Proposal, if requested in a future RFP.

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

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VENDOR'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

(2nd) Name: _____

(optional)

Title: _____

(optional)

Vendor: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail (1st): _____

E-mail (2nd): _____

I / we prefer to be contacted by: *(circle one)* U.S. Mail, telephone, fax, e-mail

I / we prefer correspondence to be sent by: *(circle one)* fax, e-mail

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