

N O R T H E A S T M A R Y L A N D W A S T E
D I S P O S A L A U T H O R I T Y
I n v i t a t i o n f o r B i d s (I F B)

PROJECT: RECOVERED MATERIAL TRANSPORTATION SERVICES

AGREEMENT NO. 1-2024 TRANSPORTATION SERVICES FOR FREDERICK COUNTY, MD

ADVERTISEMENT DATE: November 21, 2023

BID DUE DATE / TIME: December 20, 2023, 4 p.m. (local time)

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a qualified contractor to provide transportation of Recovered Materials from the Frederick County Transfer Station to the processing facility identified by the Authority as the facility for final processing of Recovered Material (the “Services”). The Authority will be responsible for the operation and maintenance of the Transfer Station and loading Recovered Materials into the selected contractor’s trailers (during the Loading Hours). The selected contractor shall provide labor and equipment necessary to jockey and transport the Recovered Materials.

The Authority currently contracts with Waste Management Recycle America (WMRA) to accept, process, and recycle all Recovered Materials transferred by the Authority’s transportation contractor during the WMRA’s receiving hours (6:00 a.m. until 5:00 p.m. (Monday through Friday) and Saturday from 6:00 a.m. until 12:00 p.m. or such other hours as may be established in writing from time to time by the Authority and WMRA). WMRA’s current processing facility for single stream material is located at 7175 Kit Kat Road, Elkridge, MD 21075. WMRA’s processing for cardboard only is located at 6401 Quad Avenue, Baltimore, MD 21205. The Authority’s contract with WMRA expires June 30, 2025.

This IFB is for an agreement with one or more contractors. Contractors may use pre-approved subcontractors for the Services. The successful bidder will enter into an agreement substantially in the form of the attached draft Contract Form (Attachment VI).

This IFB sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the Authority.

II. ISSUING OFFICE and AUTHORITY CONTACT INFORMATION

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
410.333.2730

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be directed to the Authority by email (procurement@nmwda.org) with the Subject heading “Bid Submission – Agreement No. 1-2024 Transportation Services for Frederick County, MD,” on or before Tuesday, December 12, 2023

III. BID DUE DATE

The Bids must be emailed to the Authority at procurement@nmwda.org on or before 4:00 p.m. on Wednesday, December 20, 2023, local time. There will not be a public bid opening. Unofficial results will be posted to the Authority’s website at www.nmwda.org within 6 business days. Bids, requests for withdrawals, and modifications not received by the time and at the location indicated will be deemed late and will not be considered.

PRE-BID MEETING

A non-mandatory pre-bid meeting will take place at the Frederick County Landfill in the Administrative Offices, located at 9031 Reich’s Ford Road, Frederick, MD on Thursday, December 7, 2023, at 10:00 a.m. local time. A brief site tour will follow. Proper Personal Protection Equipment (“PPE”) will be required to participate in the site tour (closed toe shoes, long pants and long-sleeve tops). Please RSVP to procurement@nmwda.org or to 410.333.2730 no later than 4 p.m., local time, on December 6, 2023.

IV. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Authority may, however, request bidders to extend the time during which it may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the term of the agreement.

V. PROCUREMENT METHOD

The Authority is soliciting bids in accordance with the requirements and allowances set forth in the Code of Maryland Regulations, Section 14.13.01.

Basis of Award:

The award will be based upon the lowest responsive and responsible bidder who submits a responsive bid, which is most advantageous to Frederick County.

The Authority is not obligated to award the contract to the apparent low bidder, and specifically, reserves the right to waive informalities, to reject any or all bids and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of Frederick County. In addition, bids may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditions or uninvited alternate bids.

GENERAL TERMS and CONDITIONS

- A. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of the agreement.
- C. Disputes. The Authority and the Contractor shall in good faith attempt to resolve any dispute or matter in controversy under the agreement. All disputes under the agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in Frederick County, Maryland and in accordance with the laws of the State of Maryland. Pending resolution of a dispute, the Contractor shall continue to perform the agreement, as directed by the Authority.
- D. Changes. The agreement may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the agreement (including the agreement prices).
- E. Termination for Default. If the Contractor does not fulfill obligations under the agreement or violates any provision of the agreement, and such default is not cured as set forth herein, the Authority may terminate the agreement by giving the Contractor written notice of termination. If an event of default is not cured by the Contractor within five business days of notice from the Authority, the Authority may terminate the agreement for cause. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority to damages incurred as a result of a breach of the agreement by the Contractor, including the cost to make alternative arrangements to obtain performance of the transportation services should the Contractor fail to provide the services in accord with the agreement. The Authority may terminate the agreement without incurring any liability to the Contractor, upon the occurrence of any of the following conditions: (i) an event of default by the Contractor; (ii) the Contractor, or any of the Contractor'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 the agreement; and (iii) the Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of the agreement. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance by the Authority of any obligation under the agreement, is the Authority liable or obligated in any manner to pay special, consequential or indirect damages, or any other amount except as specifically provided in the agreement.

- F. Nondiscrimination. The Contractor shall comply with all applicable laws, including the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the Authority or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. Notwithstanding any other provision of the agreement to the contrary and subject to State law, the Authority may terminate the agreement and its obligations to the Contractor under the agreement at any time by giving the Contractor ninety days' notice of such termination. The Contractor will be entitled to payment by the Authority of reasonable, documented, previously unbilled expenses incurred as a direct result of the termination for convenience. In no event will the Contractor be entitled to any unearned fees or anticipatory profits.
- I. Alternate Recycling Damages. If the Contractor refuses or fails to transport Recovered Material to the Processing Facility (or Facilities) as described herein, Alternative Recycling Damages will be assessed. These damages will be withheld from the monthly payment (Section IX).
- J. Transportation Violation Damages. The Authority is entitled to assess Transportation Violation Damages if any vehicle used for the performance of the Services is operated in an unsafe manner. This includes exceeding the posted speed limits on the RFLF (defined below) grounds and all roads used for the service. This also includes (1) using access and egress roads that are not approved by the County and (2) leaving the RFLF with an uncovered trailer, or trailer covered in a manner that does not prevent waste or Recovered Material from spilling onto public roads. These damages will be withheld from the monthly payment (Section IX).

VI. DEFINITIONS

“Acceptance Facility” means the Transfer Station located at the RFLF.

"Alternate Recycling Damages" are damages incurred by the Authority and the County as a result of the failure of the Company to fulfill its obligations under this Agreement. These damages are limited to the difference between the cost of Services under the Agreement and the cost of the alternative method of delivering the Recovered Material chosen as a substitute by the Authority.

"Applicable Law" means any law, regulation, requirement or order of any Federal, State or local agency, court or other governmental body (including, without limitation, the Frederick County Comprehensive Solid Waste Management Plans and all permits, licenses and governmental approvals required as of the date of this Agreement) applicable to the Services or this Service Agreement.

"Authority" means Northeast Maryland Waste Disposal Authority, and its successors and permitted assigns.

"Authority Representative" means the Authority's Executive Director, or any other person designated by the Authority's Executive Director as the Authority Representative hereunder.

"Company Representative" means the authorized representative of the Contractor as designated by the Contractor in the Agreement.

"County" means Frederick County, Maryland, and its successors and permitted assigns.

"County Representative" means the County's Department Head of Solid Waste Management, or any other person designated by the County's Department Head of Solid Waste Management as the County Representative hereunder.

"Contractor" or "Company" means <XXXX> (hereafter XXXX), the company selected to perform the Services, and their individual permitted successors and assigns.

"Hazardous Waste" means any Waste or substance that is considered hazardous Waste under Applicable Law.

"Holiday(s)" means the days identified in Section VII (3) that the County is closed for operations.

"Loading Hours" means from 7:00 a.m. to 4:30 p.m. Monday through Saturday, except Holidays.

"Processing Facility" means the processing facility (or facilities) identified by the Authority as the facility (or facilities) for final processing of Recovered Material. The Processing Facility shall be located less than 100 road miles from the Acceptance Facility.

"Receiving Hours" means Acceptance Facility receiving hours from 4:30 a.m. until 11:30 p.m. Monday through Saturday (except Holidays), or such other hours as may be established in writing from time to time by the Authority Representative and the Company Representative.

"Recovered Materials" means recyclable materials that are separated from the waste stream prior to arriving at the Acceptance Facility. Attachment III attached hereto sets forth a list of the acceptable Recovered Materials under this contract. This list may be adjusted based on material specifications of Processing Facility.

"Recovered Material Transportation Fee" means the fee(s) (Single Stream Transportation Fee and/or Loose Carboard Transportation Fee) charged for the transportation of the Recovered Materials from Acceptance Facility to the Processing Facility. The fees will be adjusted per Attachment II (Inflation Adjustor and Fuel Adjustment Methodology).

"Residue" means non-recyclable material or unacceptable materials recovered from the Processing Facility. No material on the list of acceptable Recovered Material can be defined as Residue.

"Residue Transportation Fee" means the fee charged for the transportation of residue from the Processing Facility to the RFLF and/or Acceptance Facility. The fees will be adjusted per Attachment II (Inflation Adjustor and Fuel Adjustment Methodology).

"RFLF" means the Frederick County Landfill, located at 9031 Reich's Ford Road, Frederick, MD 21704.

"Services" means the transportation of Recovered Materials from the Frederick County Transfer Station to the Processing Facility identified by the Authority as the facility for final processing of Recovered Material and the transportation of Residue from the Processing Facility to the Acceptance Facility and/or RFLF.

"Transportation Fee(s)" means the Recovered Material Transportation Fee and/or the Residue Transportation Fee.

"Transportation Violation Damages" are understood to compensate the Authority for costs incurred and subjective damages to the Authority that cannot easily be measured for the Contractor's failure to adhere to speed limits, noise laws and other safety rules, and the costs and damages associated with litter leaving the Contractor's vehicles. The Contractor agrees that these are a reasonable determination of the damages incurred.

1 st Offense	Verbal warning followed by written notice.
2 nd Offense	\$100 damage
3 rd Offense	\$200 damage
4 th Offense	\$400 damage
5 th and any successive Offenses	\$800 damage

"Waste" means solid waste delivered to the Acceptance Facility.

"Wrongfully Diverted Recovered Materials" means any Recovered Material delivered to the Company, but which is rejected by the Company for any reason other than as permitted pursuant to the provisions of this Service Agreement.

"Unacceptable Waste" means Hazardous Waste and that portion of solid Waste the disposal of which (i) may present a substantial endangerment to public health or safety, or (ii) would cause Applicable Law to be violated, or (iii) is likely to materially adversely affect the operation of a facility.

VII. CONTRACTUAL TERMS AND CONDITIONS FOR SERVICES

1. Transportation of Recovered Materials. The contractor shall provide transportation services of Recovered Materials from the Frederick County Transfer Station to the Processing Facility identified by the Authority as the facility for final processing of Recovered Material. The Authority will be responsible for the operation and maintenance of the Acceptance Facility and loading Recovered Materials into the selected contractor's trailers. Attachment IV includes tables of the average daily inbound Recovered Material tonnages received at the Acceptance Facility, the average number of loads of Recovered Material transferred per day from Acceptance Facility, and the average load weight of a trailer of Recovered Material. The selected contractor shall provide labor and equipment necessary to jockey and transport the Recovered Materials. The Authority makes no representation or guarantee as to the quantity of Recovered Materials provided. The term for the Services is set forth in Section XII below.

The Contractor shall cooperate with the Authority if there is a benefit for the County to load certain recovered material (i.e., carboard) separately from single stream Recovered Material delivered at the Acceptance Facility. The Authority will notify the Company in writing if the County decides to keep certain recovered material separate from the single stream material delivered to the Acceptance Facility. The Contractor would be required to transfer the applicable recovered material(s) to a Processing Facility (or Facilities) within 100 miles designated by the Authority, which may be in a different location than the Processing Facility for single stream material.

The Authority will provide loading and weighing of all transfer trailers. The County uses permanently fixed material handling cranes to load trailers. The County only loads material from 7:00 a.m. to 4:30 p.m. Monday through Saturday, except Holidays ("the Loading Hours").

The Acceptance Facility has an area for the spotting of trailers (full or empty) overnight to ensure continuity of service for waste and recycling transfer. The Contractor will be allowed to stage trucks and trailers in the staging area (designated by the County) of Acceptance Facility. Loaded trailers must be

removed from the site within 24 hours of being loaded. Holidays and Sundays do not exempt this requirement. All loaded trailers must be removed from site by 10:00 p.m. on a Saturday to maintain permit compliance. Under the County's Acceptance Facility operating permit, Recovered Material or Waste cannot be on site more than 24 hours. All partially or fully loaded trailers must be tarped when left on site. The County does provide a tarping station on site. Heavy maintenance and repair of trucks and/or trailers is not allowed on site at the Acceptance Facility. Any violations assessed by the Maryland Department of the Environment for leaking trucks/trailers will be passed through to the Contractor.

The Company will provide trailers for the term of the Service. The Service requires a driver and truck on site at the Acceptance Facility to jockey the Company trailers. The Contractor(s) must provide sufficient trailers on a daily basis to ensure that all Recovered Material on the Acceptance Facility tipping floor and in the tunnels are placed in a trailer and covered by 4:30 p.m. The County will email the Contractor and the Authority on a weekly basis the truck orders for the week ahead (Monday – Saturday). The Company will arrange for the jockey services.

The Company shall cooperate with the Authority to keep the Acceptance Facility and surrounding areas free from accumulation of Wastes or rubbish (except in appropriate locations) caused by transfer operations (e.g., the jockeying of trailers in the Acceptance Facility parking lots, tarping activity and the movement of trailers through the Acceptance Facility) and shall maintain and operate its equipment so as to prevent the Acceptance Facility from becoming unsightly or a nuisance under Applicable Law. The Company will take measures to minimize Waste in the lot areas. Such measures will include and not be limited to tarping all trucks when leaving the transfer station and periodic litter pick-up in the staging area. The Company shall cooperate with the Authority to ensure that all Recovered Materials on the Acceptance Facility tipping floor and in the tunnels are placed in a trailer and covered prior to leaving the Acceptance Facility at the end of each operating day.

2. Refusal Rights. The Company must accept deliveries of Recovered Materials delivered during the County's Loading Hours.

The Company shall be permitted to reject any load containing Unacceptable Waste. The Authority shall establish appropriate screening procedures to identify any load containing Unacceptable Waste. If the Company rejects a load containing Unacceptable Waste delivered to the Processing Facility, the Authority may, at its option, hire the Company to transport the Unacceptable Waste to a disposal facility on terms mutually agreeable by the Authority and the Company. The Authority shall be responsible for any and all reasonable costs associated with Unacceptable Wastes rejected by the Company. The County shall be solely responsible for all costs associated with the transportation and disposal of any Hazardous Waste.

3. Receiving Hours. The Receiving Hours are defined in Section VI. Recovered Materials will not be delivered by the Authority on the following holidays. The Authority shall designate the dates on which holidays are to be observed.

New Year's Day	Veteran's Day
Memorial Day	Labor Day
Juneteenth	Thanksgiving Day
Independence Day	Christmas Day

4. Scales and Weighing Records. The Authority shall weigh all Company vehicles arriving at the Acceptance Facility on the County's owned and operated in-bound scale and departing from the Acceptance Facility on the County's owned and operated out-bound scale. The Authority's records shall include the following: gross weight, tare weight, date, time of arrival, time of departure, and vehicle identification (truck or permit number). The Company's vehicles shall incorporate a computer interface system and use software compatible with the County's system.

The Authority may require each vehicle operator to present to the scale operator a card, permit, identification or license. The Authority may require from time to time the revalidation of the tare weight of any vehicle or the reweighing of unloaded vehicles.

If the permanent vehicle scales at the Acceptance Facility are not working properly or are being tested, the County may use portable scales at the Acceptance Facility. If portable scales or other alternate weighing facilities and equipment meeting the requirements of Applicable Law are not available, a "scale outage" will occur, and the Company shall record weights at the Processing Facility.

The Authority, at its expense, shall obtain approval of, inspect and test the vehicle scales at the Acceptance Facility as required by Applicable Law but no less frequently than once per year. At the written request of the Company, the Authority, in the presence of the Company Representative, shall make additional tests of all vehicle scales. The cost of these additional tests shall be borne by the Company if the scales meet the accuracy requirements of Applicable Law.

If any test shows that a scale registers farther above or below the correct reading than permitted by Applicable Law, the charges and calculations based on scale readings made within thirty days preceding the test shall be corrected by the percentage of inaccuracy found. If a test of the scales has been performed during the preceding thirty days, only the readings and related charges and calculations made after that test shall be corrected on the basis of the subsequent test.

The Authority shall transmit by fax or electronically the daily scale records to the Company.

The Authority shall keep copies of all weight tickets for at least three years, which shall be available for inspection by the Company upon request, at the Acceptance Facility.

5. The Company agrees, at the request of the Authority, to backhaul Frederick County residue from the Processing Facility to the RFLF and/or Acceptance Facility. The Company will be permitted to reject any loads containing Unacceptable Waste at the Processing Facility and the Authority will be responsible for costs related to the transportation and disposal of Unacceptable Waste.

NOTICE TO CONTRACTORS

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Agreement documents shall be requested, in writing, and delivered before 4 p.m., local time, on Tuesday, December 12, 2023. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Authority will not respond to telephone requests for information concerning this IFB that would materially affect the bid.

Written requests for information or questions shall be emailed to procurement@nmwda.org.

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this IFB and the name and address of the originator.

VIII. CONTRACTOR QUALIFICATIONS:

The Contractor shall have a minimum of **five** years of experience in providing similar hauling services. Contractors submitting bids certify to the Authority and County Representative that they possess all necessary equipment, personnel and work experience to fulfill the terms of the agreement at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the date of "Notice to Proceed." **The following items must be submitted with the Bid:**

- Contractor(s) shall be eligible to conduct business in the State of Maryland and shall provide a current certificate of good standing with the State Department of Assessments and Taxation.
- Contractor shall submit copies of MBE/WBE or MFD certifications currently held in the state of Maryland, if applicable.
- Contractor shall submit three (3) references, with a project title. The project description of no more than 1-page should be accompanied with the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided similar services within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
- Contractor shall submit evidence of the ability to obtain Liability and Worker's Compensation insurances as detailed in section X below.

- Contractor shall submit evidence of the ability to obtain a performance bond in the amount of \$100,000 from a qualified financial institution. The performance bond will be required prior to contract execution, substantially in the form of Attachment V. A Letter of Credit may be substituted for the performance bond.

IX. PAYMENT:

Contractor shall submit invoices to the Authority (or the Authority's billing agent, Frederick County, as directed by the Authority) on a monthly basis. Payment shall be made within the next 30 days upon receipt of a correct invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable hereunder by the ninth (9th) day of the calendar month immediately succeeding the calendar month for which such amounts are payable. The statement or invoice shall be in a form acceptable to the Authority. The amounts invoiced are due 30 days after receipt of the invoice by the Authority. Each invoice shall set forth the amount of the service fee and any other charges payable to the Contractor for the applicable period, together with supporting documentation sufficient to allow the Authority to verify the Contractor's calculations. All invoices must clearly describe the details of the services being paid including the date the goods or services were rendered, the date of the invoice and a unique invoice number. Each invoice must include the Contractor's name, remittance address and federal taxpayer identification number or, if owned by an individual, his/her social security number. An original invoice must be submitted to the Authority (and the Authority's billing agent, Frederick County).

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Phone: (410) 333-2730
Email: authority@nmwda.org (and/or as directed by the Authority)

Frederick County
Department of Solid Waste Management
9031 Reich's Ford Road
Frederick, MD 21704
Attention: Department Head
Phone: (301) 600-1848

X. LIABILITY AND INSURANCE REQUIREMENTS:

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Authority with proof of liability insurance and coverage before the contract is awarded as follows:

- A. The Contractor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Authority and the County.
1. Comprehensive General Liability

Broad Form combined single limit of one million dollars and no cents (\$1,000,000.00).
 2. Worker's Compensation/Employer Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).
 3. Business Automobile Liability Insurance

The Company shall maintain coverage, which extends to all owned, leased, rented or borrowed automobiles, in the amount of \$1,000,000 for each accident involving bodily injury and or property damage. Coverage must extend to include all monetary state and federal regulations as well as uninsured/underinsured motorists' coverage, ICC, PUC filings and financial responsibility requirements as required by law.
- B. Said certificate shall verify that the Authority and the County have been named an additional insured to the Contractor's above policies, that the insurer, at its own expense, will indemnify and defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor contained in this contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and the County, and their respective directors, officers, members, agents and employees from and against any and all liabilities, claims, suits, actions, losses, obligations, and expenses arising out of or relating to Contractor's breach of the Agreement, and/or Contractor's negligence or willful misconduct.
- C. Should the Contractor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor to provide insurance as described above.
- If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Authority may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor.
- D. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to "contract award."

XI. BID CONTENT:

The bidder shall submit an original Agreement Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form.

Bid submissions must be emailed to procurement@nmwda.org with the Subject heading “Bid Submission – Agreement No. 1-2024 Transportation Services for Frederick County, Maryland.”

XII. TERM OF THE AGREEMENT/PROJECT:

The term of the contract begins July 1, 2024, and ends June 30, 2025. The Authority has the sole option to extend the Agreement for five 12-month renewal terms on the same terms as set forth in the contract.

XIII. ATTACHMENTS:

Agreement Bid Form - Attachment No. I (required with bid submittal)
Inflation adjustor & fuel adjustment methodology – Attachment II
Recovered Materials – Attachment III
Historical Tonnage Data – Attachment IV
Form of Performance Bond and Letter of Credit – Attachment V
Contract Form – Attachment VI

ATTACHMENT I - BID FORM - PAGE 1 of 3
INVITATION FOR BID # TRANSPORTATION SERVICES FOR RECOVERED
MATERIALS FOR FREDERICK COUNTY, MD

This form is to be completed in its entirety and unaltered. An annual Inflation Adjustment and Fuel Adjustment will be applied to the Recovered Material Transportation Fees and the Residue Transportation Fee, if applicable, per Attachment II.

BID FORM

	<p>Single Stream Transportation Fee (with onsite jockey driver provided by the Contractor and Contractor jockey truck)</p> <p>(\$ per ton per mile)^{1 2 3}</p> <p>[BID REQUIRED]</p>	<p>Loose Cardboard Transportation Fee (with onsite jockey driver provided by the Contractor and Contractor jockey truck)</p> <p>(\$ per ton per mile)^{1 2 3}</p> <p>[BID REQUIRED]</p>	<p>Residue Transportation Fee to Backhaul Residue from the Processing Facility to the Acceptance Facility</p> <p>(\$ per ton per mile)^{1 2 3 4 5}</p> <p>[BID REQUIRED]</p>
<p>July 1, 2024 – June 30, 2025</p>			

¹ The distance from Acceptance Facility/RFLF to Processing Facility will be less than 100 road miles.

² For invoicing purposes the \$ per ton per mile Transportation Fee shall be converted to a \$ per ton Transportation Fee. (For Example: If the Processing Facility is 43 miles from the Acceptance Facility and the Company proposes \$.70 per ton per mile. The \$ per ton transportation fee would be \$30.10 (plus any \$ per ton monthly fuel surcharge per Bid Form.)

³ A monthly fuel surcharge will be applied to the \$ per ton Transportation Fee per the fuel adjustment methodology below.

⁴ If service is requested by the Authority, pursuant to IFB Section VII. 5.

⁵ The backhauling of residue will be at the County's option through term of contract.

The Authority is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

ATTACHMENT I – BID FORM – PAGE 3 of 3
INVITATION FOR BID # TRANSPORTATION SERVICES FOR RECOVERED
MATERIALS FOR FREDERICK COUNTY, MD

Checklist for submittals

- Completed Bid Form
- Current Maryland SDAT Certification of Good Standing
- Copies of MBE/WBE or MFD certifications currently held in the state of Maryland. (if applicable)
- Project/Contract Description (no more than 1-page) for each reference (3).
- Evidence of the ability to obtain Liability and Worker’s Compensation insurances.
- Evidence of the ability to obtain a performance bond in the amount of \$100,000 from a qualified financial institution.

I have reviewed the terms and conditions herein, and all addenda (if applicable) and take no exceptions to the same.

Name of Principal/Member submitting the Proposal _____

Signature of Principal/Member submitting the Proposal _____

Date: _____

ATTACHMENT II INFLATION ADJUSTOR & FUEL ADJUSTMENT METHODOLOGY

INFLATION ADJUSTOR:

Beginning on July 1, 2025, and each July 1 thereafter through the end of the Agreement, the “Inflation Index” shall adjust the Transportation Fees (dollar per ton per mile) on an annual basis. The Inflation Index shall be 100% of any increases in the Bureau of Labor Statistics’ CPI for all urban consumers Washington-Arlington-Alexandria, DC-VA-MD-WV, using the most recently reported index before each adjustment date. The first adjustment shall compare the latest available index as of July 1, 2025 (May 2025 reference month) to the latest available index as of July 1, 2024 (May 2024 reference month). Thereafter, the adjustment shall be calculated by the latest index as of July 1 to the same monthly index from twelve (12) months prior. The final adjustment calculation shall be rounded to the nearest tenth of a percentage point.

The Inflation Adjustor shall be calculated as shown below. The resulting percent change shall be the CPI adjustment for the contract year and shall not exceed 1.03.

CPI for current period less CPI for previous period equals the index point change. The index point change shall be divided by the previous CPI and add 1 to equal the Inflation Adjustor. The Inflation Adjustor will be rounded at the second decimal place.

The maximum Inflation Index increase, for each one-year period, shall not exceed 1.03, or 3%.

Example Timeline:

- Operations Date, July 1, 2024 (May CPI reference month)
- First CPI Adjustment, July 1, 2025
- Second CPI Adjustment, July 1, 2026
- Etc.

Example Calculation:

- CPI for current period: 305.614
- CPI for previous period: 296.559

- Index Point Change = 9.055
- Inflation Adjustor = $9.055/296.559 + 1 = 1.03$

FUEL ADJUSTMENT:

- a.) The threshold fuel price for the Agreement will be \$6.00 per gallon.
- b.) The fuel prices will be taken on the first Monday of the month for which the service will be provided. A fuel surcharge will be applied when the price of diesel fuel is greater than or equal to \$6.11 per gallon on the weekly Central Atlantic diesel fuel price index (Weekly Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers) maintained by the United States Energy Information Administration (EIA).
- c.) In calculating the fuel surcharge, the Authority will assume a transfer trailer load of 15 tons and transfer trailer fuel mileage of 4.5 miles per gallon.
- d.) The Fuel Surcharge per ton will be the product of the Excess Cost above the threshold fuel price as outlined in chart (e) below and the fuel usage (gallons) per ton transferred. The roundtrip distance (miles) from the Reich’s Ford Landfill to the Material Recovery Facility will be divided by 4.5 miles per gallon to determine the gallons of fuel used per load. The gallons of fuel used per load will be divided by 15 tons (assume 22 tons if backhauling residue) to get the gallons per ton. This “X” value, gallons per ton, is then multiplied by the appropriate Excess Cost factor from the chart (e) below to derive the additional cost per ton.

e.)

Diesel Fuel Cost	Excess Cost	Fuel Surcharge per Ton
Base + up to \$0.10	None	None
Base + \$0.11 to \$0.20	\$.10	\$0.10 * X
Base + \$0.21 to \$0.30	\$.20	\$0.20 * X
Base + \$0.31 to \$0.40	\$.30	\$0.30 * X
Base + \$0.41 to \$0.50	\$.40	\$0.40 * X
Base + \$0.51 to \$0.60	\$.50	\$0.50 * X
Base + \$0.61 to \$0.70	\$.60	\$0.60 * X
Base + \$0.71 to \$0.80	\$.70	\$0.70 * X
Base + \$0.81 to \$0.90	\$.80	\$0.80 * X
Base + \$0.91 to \$1.00	\$.90	\$0.90 * X
Continues	Same formula	Same formula

f.) Example, Showing the Fuel Surcharge Calculation:

If a load is taken to Lord Farquhar Material Recovery Facility and the Fuel Cost is \$6.35 per gallon the calculation is as follows:

Calculation for X (gallons per ton)

Lord Farquhar Material Recovery Facility: 43 miles; $(43/4.5)/15$ tons = .637 gallons per ton

New Fuel Price – Base Fuel (Threshold fuel price) = \$6.35 - \$6.00 = \$.35 or an excess of \$.30

$\$0.30 * X = \$0.30 * .637 = \$0.191$ per ton charge

ATTACHMENT III RECOVERED MATERIALS

- Newspapers (including all inserts)
- Magazines and catalogs
- Junk mail
- Cardboard and paperboard (including cereal boxes without liners)
- Corrugate boxes
- Computer printouts
- Books (including paperbacks, textbooks and hardbacks)
- Colored Paper
- Aerosol cans
- Office paper (including typing, fax, copy, letterhead, NCR) and envelopes
- Brown paper bags (Kraft)
- Telephone Books
- Glass containers such as bottles and jars
- Ferrous and bimetal food and beverage containers
- Non-metallic wrapping paper
- Aluminum food and beverage containers
- Narrow-neck plastic containers (other than for motor-oil) carrying plastic resin codes 1 through 7
- Wide-mouth containers such as peanut butter, margarine/butter tubs, yogurt, cottage cheese, yogurt, sour cream, mayonnaise, whipped topping, and prescription bottles (please note that the lids and caps do not need to be removed)
- Rigid plastics which include plastic milk/soda crates, plastic buckets, plastic laundry baskets, plastic lawn furniture, plastic totes, plastic drums, plastic flowerpots, plastic drinking cups, plastic 5-gallon water bottles, plastic pallets, plastic toys, and empty plastic garbage/recycling bins
- Aseptic/gable top milk and juice cartons

**ATTACHMENT IV
HISTORICAL TONNAGE DATA**

Collection Day X Hour, Average Tons					
	Monday	Tuesday	Wednesday	Thursday	Friday
7:00 a.m.	103.90	103.73	124.19	133.11	87.16
8:00 a.m.	40.65	40.59	48.60	52.09	34.11
9:00 a.m.	93.73	93.59	112.04	120.09	78.64
10:00 a.m.	249.57	249.18	298.32	319.75	209.38
11:00 a.m.	651.60	650.59	778.88	834.82	546.67
12:00 p.m.	1026.53	1024.93	1227.04	1315.17	861.22
1:00 p.m.	852.62	851.29	1019.16	1092.36	715.31
2:00 p.m.	447.20	446.50	534.55	572.94	375.18
3:00 p.m.	223.60	223.25	267.28	286.47	187.59
4:00 p.m.	101.64	101.48	121.49	130.21	85.27
Total	3791.04	3785.13	4531.55	4857.01	3180.53

	Average Number of Loads per day
Monday	7.34
Tuesday	7.21
Wednesday	8.29
Thursday	8.31
Friday	6.84
Saturday	2.03

The estimated load weight for single stream recyclable materials is 14.62 tons.