



Request for Proposals

for

**Passenger Vehicle, Light Duty Truck,
Oversize and Agricultural Tire
Collection & Recycling Services**

**by Northeast Maryland
Waste Disposal Authority**

Date of Issue: November 6, 2023

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**REQUEST FOR PROPOSALS (“RFP”)
FOR PASSENGER VEHICLE, LIGHT DUTY TRUCK,
OVERSIZE AND AGRICULTURAL TIRE COLLECTION
AND RECYCLING SERVICES**

1. BACKGROUND AND PURPOSE

The Northeast Maryland Waste Disposal Authority (“Authority”) requests technical and cost proposals from qualified vendors (“Proposers”) for the following elements of Passenger Vehicle, Light Duty Truck, Oversize and Agricultural Tire collection and recycling (generally in used/scrap condition). The Authority acknowledges that it has an existing contract for certain tire recycling services, however, the intent of this RFP is to 1) expand the Acceptable Material list for tires and service options currently available, 2) expand recycling service access to all of its Member Jurisdictions and 3) stabilize long term pricing by including the option for annual Consumer Price Index (“CPI”) adjustments and monthly fuel adjustments (per Exhibit C). This service will be provided to one or more of the Authority’s Member Jurisdictions, including Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Frederick County, Harford County, Howard County and Montgomery County. The term of the Master Service Agreement (“Agreement”) (defined below) will be July 1, 2024, through June 30, 2029. However, the date on which service begins (“Operations Date”) may be different for each Member Jurisdiction.

The Contractor shall provide equipment and personnel to remove Acceptable Material from Collection Containers at current or future locations designated by the Member Jurisdictions (See Appendix A for a list of Current Designated Collection Sites), as applicable.

The Contractor shall transport Acceptable Material to an offsite Recycling Facility, as applicable. The Recycling Facility will act as the Contractor’s main processing site for all Acceptable Material to be recycled under the Master Service Agreement, as set forth in Appendix H. The Master Service Agreement will act as the primary contract between the Authority and Contractor, to ensure tire collection and recycling services throughout the length of the Agreement. Acceptable Material is as follows (generally in used/scrap condition):

- Passenger vehicle tires on the rim*;
- Passenger vehicle tires off the rim*;
- Light duty truck tires on the rim*;
- Light duty truck tires off the rim*;
- Oversize tires (33”+) on the rim*;
- Oversize tires (33”+) off the rim*;
- Agriculture tires* on the rim; and
- Agriculture tires* off the rim.

*This may include ongoing collections and periodic single/multi day events. Please see the pricing form for more information.

The Proposer is responsible for providing containers (in some cases loading), transportation, processing, marketing recycled material, recycling and residue disposal unless otherwise noted in the final Confirmation.

Recycling services can include utilizing tires as an alternative fuel utilization source (by replacing traditional fossil fuel sources), if there are no other readily available recycling applications available for tires, and as approved by the Authority and Member Jurisdiction in writing.

The Proposer may add to the list of Acceptable Materials in its proposal but may not subtract from the list provided herein. A final Acceptable Material list will be determined by each Member Jurisdiction in its Confirmation with the Contractor. A Member Jurisdiction may not add to the list of Acceptable Materials, but it may subtract from the list provided herein and in the Master Service Agreement.

2. GENERAL INFORMATION

The Authority will evaluate the Proposer's technical and financial qualifications and the technical and cost proposals based on the written materials received and other evaluations that may be conducted by the reviewers.

Pertinent Dates:

Question Submittal Date	November 20, 2023 (4:00 p.m. Local Time)
Proposal Due Date	January 4, 2024 (4:00 p.m. Local Time)
Start Date of Master Service Agreement	July 1, 2024

2.1 PROCUREMENT

The Authority is soliciting technical and cost proposals in accordance with the requirements and allowances set forth in the Code of Maryland Regulations 14.13.01.

The Authority reserves the right and has the sole discretion to:

- Award a Master Service Agreement to one or more Proposers.
- Supplement, amend, or otherwise modify this RFP, or to cancel this RFP without substitution.
- Waive any or all informalities in the technical and cost proposal, or failures to comply with the RFP requirements that are determined by the Authority in its discretion to be insignificant or immaterial.
- Request further information from Proposers as needed to support the Authority's selection of a Proposer.

- Conduct simultaneous negotiations with Proposers deemed to be reasonably susceptible of award.

2.2 REQUEST FOR PROPOSALS AVAILABILITY

The RFP will be available for download at no charge at the Authority's website at www.nmwda.org. Proposers who download the RFP should notify the Authority of their interest by mail, fax or e-mail to be assured of receiving any future Addenda. A paper copy of the RFP may be obtained at no charge from:

Northeast Maryland Waste Disposal
Authority Tower II – Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730, Fax. (410) 333-2721
Email: procurement@nmwda.org

2.3 INFORMATION OR CLARIFICATION REQUESTS

All contacts relative to this solicitation, as well as questions concerning these instructions shall be directed to the Authority in writing, by email at procurement@nmwda.org or fax at (410) 333- 2721. Questions received on or before the Question Submittal Date will be answered by the Authority and answers distributed to all companies that have received a copy of the RFP or otherwise notified the Authority of their interest in the procurement. Proposers shall notify the Authority of any conflicts, errors, omissions or discrepancies in this RFP prior to this time. Proposers shall not initiate communications related to this project with other Authority staff, the Member Jurisdictions, local elected officials, or local government staff responsible for solid waste management or recycling. Any communications may result in the disqualification of the Proposer's technical and cost proposal.

The Authority may, as necessary, issue written Addenda that describe changes, interpretations, or clarifications. The Authority will post all Addenda on the Authority's website at www.nmwda.org, or deliver the Addenda to all parties recorded by the Authority as having received the RFP documents. Only answers issued by formal written Addenda will be binding on the Authority. Oral and other interpretations or clarifications will be without legal effect.

Interested parties are strongly encouraged to submit written questions as soon as possible, but no later than the Question Submittal Date by emailing procurement@nmwda.org.

2.4 SUBMITTAL REQUIREMENTS

Each Proposer shall submit a copy by email. The proposal shall not be longer than 60 pages; however, items such as proofs of insurance, permits, certifications, résumés and a letter from a surety or financial institution regarding the performance bond may be submitted as attachments without contributing to the 60-page limit.

The technical and cost proposal must be submitted on or before 4:00 p.m. local time on January 4, 2024 (“Proposal Closing Date”).

Proposals may not be submitted by fax.

The Proposer shall be responsible entirely and exclusively for all costs incurred by the Proposer associated with technical and cost proposal preparation and subsequent negotiations, which may or may not lead to execution of a Master Service Agreement. Any technical and cost proposals received after the indicated time and date will not be considered. The Authority reserves the right to issue an addendum that extends the original due date for technical and cost proposals.

2.5 CONFIDENTIAL INFORMATION

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

2.6 EQUAL EMPLOYMENT OPPORTUNITY

Proposers shall comply with all applicable federal, state and local laws and regulations pertaining to non-discrimination and equal employment opportunity. The Proposer is responsible for determining the applicability of these provisions and extent of compliance.

2.7 IRREVOCABILITY OF COST PROPOSAL

The prices proposed in response to this RFP shall be irrevocable for a period of 120 days from the Proposal Closing Date, or, if modified during negotiations, for a period of 120 days from the date such modified proposal prices are proposed.

3. SCOPE OF SERVICE

3.1 PROJECT DESCRIPTION

The Authority intends to enter into one or more Master Service Agreements with the Proposer(s) that submit the proposals deemed by the Authority to represent the best value to the Authority. The Authority may enter into Master Service Agreements that use different payment scenarios as described in Appendix E, the required cost proposal format. The form of the Master Service Agreement is attached to this RFP as Appendix H. Note that, as described in the Master Service Agreement, each Member Jurisdiction will issue its own Confirmation

for the services to be provided to that Member Jurisdiction in accord with the Master Service Agreement. Award of a Master Service Agreement to a Proposer does not guarantee the Contractor any work under the Agreement. Only the execution of a Confirmation by a Member Jurisdiction creates a contract under which Acceptable Material will be sent to an individual Contractor.

3.2 COLLECTION CONTAINERS

If requested under a specific Confirmation, the Contractor shall provide Collection Containers in good working order, such that they perform satisfactorily and safely for their intended purpose, for the acceptance of Acceptable Materials at Designated Collection Sites. Appendix A details current, required, Collection Containers, and equipment at each Member Jurisdiction. Member Jurisdictions retain the right to add or change Designated Collection Sites based on operational needs, as long as the subject Designated Collection Sites meet the conditions set forth below and do not exceed the total number of listed Designated Collection Sites per Member Jurisdiction as detailed in this RFP.

Collection Containers include, but are not limited to, roll off, C type, and road legal kingpin type enclosed trailers. Roll off containers can be categorized as open top dumpsters, with a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The roll off container is designed to be transported by special roll off trucks. Most roll off containers have a swinging door on the end for easier disposal of waste, while some are open top. C type containers can be categorized as large reusable steel boxes designed to be moved from one mode of transport to another without unloading and reloading. A road legal kingpin type enclosed trailer would include a fifth-wheel coupling hitch. A fifth wheel uses a large horseshoe-shaped coupling device mounted a foot or more above the bed of the tow vehicle. The fifth wheel is intended for level roads and possesses limited side-to-side tilt. The fifth wheel can handle twenty or twenty-five percent weight transfer.

Each Member Jurisdiction will determine how many Collection Containers are used at each Designated Collection Site.

Each Member Jurisdiction that participates will provide a paved or hard packed area for the Collection Containers. The current locations of these areas are identified in Appendix A. The Contractor must provide sufficient personnel and equipment for the collection of all Acceptable Material delivered to the Designated Collection Site, such that a Collection Container is available seven days/week. In other words, the Member's operations cannot be hampered by the Contractor not collecting Acceptable Material when requested. Access and egress to deliver and remove Acceptable Materials will be allowed during normal operating areas of each Member Jurisdiction's facility. Typical operating hours are 7:00 a.m. to 5:00 p.m., but may vary from site to site. The Contractor is required to follow all rules and regulations at each Designated Collection Site.

Member Jurisdictions may choose to deliver tires to the Contractor. In this case, the Member Jurisdiction shall provide a weigh ticket to the Contractor for use in billing.

3.3 COLLECTION REQUIREMENTS

Generally, the Member jurisdictions will load the Contractor's Collection Containers and call for pickup of the same. If a Member Jurisdiction chooses to deliver loads of tires to the Contractor, the Contractor shall provide suitable infrastructure at the receiving facility to allow for timely ingress/egress for the Load vehicle requirements are listed in Appendix A for each Designated Collection Site.

The Contractor's failure to (1) remove the Acceptable Material from loaded Collection Container(s) or (2) accept loads of Acceptable Materials within 48 hours (or by the next business day) or the timeframe set forth in the Confirmation, if different, may, at the Member Jurisdiction's discretion, cause the Contractor to pay damages to the Member Jurisdiction in the amount of 25% of the total fee due to the Contractor or Member Jurisdiction for the loaded Collection Container(s) for the next 24 hours and 10% of the total fee for each 24 hour period afterward until the collection occurs and/or Collection Containers are removed or Acceptable Materials are accepted. In the event the Designated Collection Site is closed (scheduled or unscheduled) for business the day(s) after the request to swap the Collection Container(s), said Collection Container(s) must be swapped the next operating day.

For Scrap Tire Resident Drop-off Day(s) or planned collection events, the Member Jurisdiction and the Contractor will work together to coordinate the scheduling and location for the event. The Contractor will not be responsible for loading tires during the Scrap Tire Resident Drop-off Day(s) or planned collection events.

3.4 QUANTITIES

Appendix B contains information regarding annual quantities of tires delivered to the Member Jurisdictions, as well as recent population data. **The Authority provides this information for reference only and not as a guarantee of future deliveries.** The Contractor is solely responsible for developing estimates for future tire recycling quantities as part of its technical and cost proposal. The Contractor should consider historical information presented in current and previous Member Jurisdiction solid waste management plans, industry trends in regional tire recycling volumes, and estimates provided by the Member Jurisdictions in Appendix B.

The Authority does not guarantee a specific amount of Acceptable Material, nor provide any minimum nor maximum guarantees for the volume of current or anticipated future Acceptable Material received at the Designated Collection Sites. The Authority shall have no financial responsibility in the event the amount of Acceptable Material handled falls short of current or projected quantities.

The Member Jurisdictions will direct all Acceptable Material received at the Designated Collection Sites to the Contractor(s).

3.5 EQUIPMENT

The Contractor's equipment must be designed, engineered and rated to perform satisfactorily and safely at all times in accordance with generally accepted waste industry procedures and local, state and federal laws and regulations.

All of the Contractor's over the road equipment proposed, and the process to be used for the performance of the tire recycling transfer for this project, must follow the acceptable Collection Container types and collection requirements described in Sections 3.2 and 3.3. The body of the over the road trucks shall be so mounted on the chassis that when fully loaded, the axle load shall fall within the maximum axle load limit prescribed by law. The Contractor will be responsible for any litter falling out of the vehicles on the grounds of the Designated Collection Site and all public roads used for transportation of the material.

3.6 WEIGH PROCEDURES

If applicable, payment shall be based on the net pounds recorded on the weight ticket issued by the Member Jurisdiction's scale house. The load ticket records weight in net pounds. The Contractor will be required to obtain and provide a weight slip from the Designated Collection Site scale house verifying that they "weighed in" or "weighed out" during each visit.

Weights will be determined as follows:

1. The Contractor shall provide tare weights for all vehicles used (subject to periodic verification of empty vehicles by weighing without trailer contents on any scales utilized). Each vehicle shall be identified as prescribed by each Member Jurisdiction. Alternatively, each Member Jurisdiction shall have the option to establish and store tare weights of the Contractor's vehicles using the Member Jurisdiction's scales, per written direction from the Member Jurisdiction and/or as established in each Confirmation.
2. The tare weight of each vehicle shall be kept at the Member Jurisdiction's scale house and/or in its database to be used as necessary.
3. The empty truck will pull onto the inbound scale to get the tare weight of the truck only.
4. The truck will then be loaded by the Contractor and weigh out.
5. The full weight of the load will include the total weight of the truck and tires.
6. Should the Contractor utilize a tractor and trailer with weights different from those provided and used for stored weights, the Contractor shall provide accurate weights for the new equipment. Should the Contractor fail to provide said weights, the Member Jurisdiction shall require the Contractor to weigh the empty equipment and establish that as the tare weight for the vehicle.

7. Upon entering the Designated Collection Site, the Contractor will weigh-in the collection vehicle at the scale house. Once the vehicle is loaded it will weigh-out before leaving the Designated Collection Site. A scale ticket will be produced by the scale attendant and given to the Contractor which identifies the net load weight which will be the basis for monthly payments.
8. If there is no scale or if the scale at the Designated Collection Site(s) is unavailable, then the Contractor shall weigh the vehicles at a site designated by the Member Jurisdiction or at certified scales approved by the Authority and the Member Jurisdiction in writing, which may include the Contractor's Recycling Facility.

3.7 RECYCLING FACILITY AND RESIDUE DISPOSAL SITES

The Contractor is required to recycle all of the Acceptable Material directed to it by the Member Jurisdictions. The Recycling Facility shall, at a minimum, be available to receive Acceptable Material by the Proposal Closing Date, including having all necessary permits and approvals in hand. Recycling Facilities and Acceptable Material residue disposal sites shall be sited, constructed, operated, monitored, closed, and otherwise maintained in a manner that is protective of human health and the environment and are operated in compliance with Applicable Laws. The Contractor shall not dispose of Acceptable Material residue in a landfill, or an expansion cell next to an existing landfill, that is, or is proposed to be, on the National Priority List of the Federal Superfund Program (40 CFR Part 300), or that is, or is proposed to be, on a similar list under a similar program for any state.

If a disposal site is located in a jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan (or its equivalent if the facility is located outside of Maryland), the plan of the receiving jurisdiction shall allow waste import from other States to the disposal site.

Representatives from the Authority and/or Member Jurisdiction may inspect any site used by the Contractor for any contract resulting from this RFP as deemed necessary.

3.8 SERVICE FEE

As provided in the Contractor's cost proposal, incorporated into the Master Service Agreement, either the Authority (or individual Member Jurisdictions) will pay the Contractor, the Contractor will pay the Authority (or individual Member Jurisdictions) or neither the Authority (or individual

Member Jurisdictions) or the Contractor will pay the other party. The payments will occur monthly (the Contractor must provide an invoice or payment, due by the 15th day of each month for material collected and recycled from the preceding month, with an allowance of 60 days from the date an acceptable invoice is submitted before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include collection service (as adjusted by CPI and fuel, as applicable), transportation, processing, marketing, recycling, residual disposal and any other incidental costs, as applicable.

The Contractor is responsible for all material that is taken from the Member Jurisdiction's Designated Collection Site(s). The Contractor may inspect and reject any non-Acceptable Material prior to departure from the Designated Collection Site(s); however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to the designated Recycling Facility.

The Contractor is responsible for all material that is delivered by the Member Jurisdiction to the Contractor's Recycling Facility. The Contractor may inspect and reject any non-Acceptable Material prior to the Member Jurisdiction's departure from the Contractor's Recycling Facility; however, the Member Jurisdiction is not responsible for payment of any non-Acceptable Material taken to and accepted by the Contractor at the Recycling Facility.

Beginning on July 1, 2025, and each July 1 thereafter through the end of the Agreement, the "Inflation Index" shall adjust the Service Fees set forth herein on an annual basis. The Authority will allow for an escalation to the Price Proposal Form, in accordance with the appropriate inflation adjustor, if requested (i.e., the calculations submitted) in writing by the Contractor, prior to July 1 of each year.

The inflation adjustor shall be 100% of any change in the Bureau of Labor Statistics Consumer Price Index ("CPI"). The CPI applied for Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Harford County, and Howard County services shall be the CPI for all Urban Consumers for Baltimore-Columbia-Towson, MD - All Items (1982-84=100). The CPI applied for Frederick County and Montgomery County services shall be the CPI for all Urban Consumers for Washington-Arlington-Alexandria, MD - All Items (1982-84=100).

For Member Jurisdictions using the CPI for Baltimore-Columbia-Towson, MD, the July 1, 2025 adjustment shall compare the most recently reported CPI as of July 1, 2025 (the April 2025 reference month, anticipated to be posted in May 2025) to the April 2024 reference month, posted in May 2024. Thereafter the most recent CPI reported on July 1st of the current year (the April reference month, usually posted in May) will be compared to the CPI used from the previous period (the April reference month, usually posted in May).

For Member Jurisdictions using the CPI for Washington-Arlington-Alexandria, MD, the July 1, 2025 adjustment shall compare the most recent reported CPI as of July 1, 2025 (the May 2025 reference month, anticipated to be posted in June 2025) to the May 2024 CPI reference month, posted in June 2024. Thereafter the most recent CPI reported on July 1st of the current year (the May reference month, usually posted in June) will be compared to the CPI used from the previous period (the May reference month, usually posted in June).

The Inflation Adjustor shall be calculated as shown below. The resulting percent change shall be the CPI adjustment for the Agreement year and shall not exceed 1.04 or 4%.

$$\frac{\text{CPI for current period} - \text{CPI for previous period}}{\text{CPI for previous period}} \times 100 = \text{Inflation Adjustor}$$

The Inflation Adjustor will be rounded at the second decimal place.

The maximum Inflation Index increase, for each one-year period, shall not exceed 1.04, or 4%.

Example Timeline:

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

Example Calculation:

CPI for current period – 120.8
CPI for the previous period – 117.2

Index Point Change = $120.8 - 117.2 = 3.6$
Inflation Adjustor = $(3.6 / 117.2 * 75\%) + 1 = 1.02$

Monthly fuel adjustments will be made and submitted by the Contractor to the Authority and Member Jurisdictions using the attached spreadsheet based upon the Central Atlantic (PADD 1B) No 2 Diesel Retail Prices (Dollars per Gallon) (eia.gov). Such supporting documentation shall be included with each applicable invoice submittal (per the form provided in Exhibit C).

3.9 MONTHLY REPORTS

The Contractor must provide the Member Jurisdictions and the Authority with a monthly processing report, due by the 15th day of each month for material collected and recycled from the preceding month, with a breakdown of total pounds collected of the following commodities, as applicable. The Authority and Member Jurisdictions will provide the specifications, in writing, for the breakdown of total pounds with respect to the following:

- Passenger vehicle tires on the rim*;
- Passenger vehicle tires off the rim*;
- Light duty truck tires on the rim*;
- Light duty truck tires off the rim*;
- Oversize tires (33"+) on the rim*;
- Oversize tires (33"+) off the rim*;
- Agriculture tires* on the rim; and,
- Agriculture tires* off the rim.

*This may include ongoing collections and periodic single/multi day events. Please see the pricing form for more information. One-time events will require a specific report within four (4) business days to meet grant reporting requirements.

The Contractor must provide an electronic monthly recycling report accompanied by copies of all weight tickets. Weight tickets must reconcile to the monthly report.

3.10 AGREEMENT TERM

The term of the Master Service Agreement will be July 1, 2024, through 11:59 PM June 30, 2029.

Confirmations for individual Member Jurisdiction may have different starting and ending Operations Dates within the term of the Master Service Agreement. Any individual Member Jurisdiction may initiate a Confirmation to begin and end services at any point during the Master Service Agreement. Prior to performing services for a Member Jurisdiction, the Contractor is required to enter into a Confirmation with that Member Jurisdiction, pursuant to the terms of the Master Service Agreement, if the Contractor provided a cost proposal for that Member Jurisdiction in Appendix E. If a Member Jurisdiction notifies the Contractor that it is choosing to enter into a Confirmation, the Contractor must enter into the Confirmation within 30 days of the written request by the Member Jurisdiction.

4. MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications.

4.1 ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING MINIMUM QUALIFICATIONS

Project staff with at least three years of management experience developing and operating a tire recycling collection, transfer or processing system.

Evidence of access to a primary Recycling Facility with the capacity to receive all Acceptable Material projected to be exported from the Designated Collection Sites over the term of the Master Service Agreement. The Recycling Facility will be the receiving facility for all Acceptable Material. All Acceptable Material will be recycled at the Recycling Facility, unless sent to an approved downstream recycler.

4.2 REQUIRED CONTENT OF PROPOSALS

This section includes the Authority's requirements for presenting the Proposer's corporate and personnel qualifications and proposed plan to provide the required services. The Authority will review each Proposer's qualifications in accordance with the procedures presented in Section 6.0 of this RFP. Refer to Section 2.4 of the RFP for submittal form requirements.

5. GENERAL INFORMATION ABOUT PROPOSER

The Proposer shall submit the following information:

Name of Proposer (the legal name of Proposer should be used and consistent among all documentation).

Business Address.

Type of Organization.

Copies of all pertinent certifications.

Proposer's authorized representative and contact information including telephone and email information. The Proposer must provide, in writing, the dedicated contact for communication with the Authority, the "authorized representative." This contact will be solely responsible and authorized to submit proposals on behalf of the Proposer. The Proposer's authorized representative shall submit both original proposals and any best and final offers that are requested by the Authority

State the number of years the Proposer has been in business under the present name.

List any other names under which your firm has done business during the past 10 years and indicate the years during which the firm was so named.

If the Proposer is a subsidiary of another firm or is intended to be a newly created subsidiary, include the information requested in the items above for the parent Proposer and describe the role of the parent Proposer in this project.

If the Proposer is a joint venture or partnership, attach to this form a narrative description identifying the relationship and responsibilities of the members of the joint venture or partnership and the mutual contractual obligations of the members and include the information requested above for all members.

Disclose if the Proposer, any of its officers, or any parent, subsidiary, or affiliated organization or any of its officers, (1) has ever been convicted of any crime, or (2) has been fined an amount greater than \$10,000 for a civil or criminal violation of any federal, state, or local statute, regulation or permit in connection with solid waste transportation, disposal or recycling contracts, operations or services. If there is information to disclose, state the name of the person, the name of the firm, the case number, and the circumstances surrounding the conviction or violation.

Disclose if the Proposer, or any of its subsidiaries or partners has ever been debarred or prohibited from doing business with any public jurisdiction or entity. Provide documentation that includes jurisdiction identification, cause, formal letters, emails, dates, and resolution.

5.1 EXPERIENCE WITH ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING DESCRIPTION

The proposal must address the experience of the Proposer in transporting and recycling tires. The Proposer shall determine and present in its technical and cost proposal the method of transport and the location of the final recycling location.

(a) Proposer's Acceptable Material Transport and Recycling Experience

Provide the following information for projects that clearly demonstrate the Proposer's experience in very similar projects involving Acceptable Material transport and recycling, including management of short-haul and long-haul systems and compliance with Maryland Department of Transportation (MDOT) transport regulations. Provide up to five descriptions of the projects performed in the past 10 years that are very similar to the project described in this RFP. Project descriptions should, at a minimum, provide the following information:

Name and location of Recycling Facility.

Recycling Facility owner and references, owner contact, address and telephone number.

Local, state and federal regulatory agencies of jurisdiction, agency names, references, contacts, addresses and telephone numbers.

Year developed.

Recycling Facility design and capacity. Marketing experience.

(b) Résumés of Key Officers and Project Team Leaders

Provide résumés of the firm's key officers or principals. Provide résumés for persons responsible for the following project functions and the percent of time committed to this project:

Project Manager (and primary contact person if different).

Agreement Administrator.

(c) Organization Chart

Include an organization chart in the technical and cost proposal. Provide sufficient detail to indicate the relationship between all personnel for which résumés are included.

5.2 ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING PROPOSAL

(a) Technical and Cost Proposal Requirements

The technical proposal shall be no more than 60-pages, including all plans, diagrams and figures; however, items such as proofs of insurance, permits, certifications, résumés and a letter from a surety or financial institution regarding the performance bond or letter of credit may be submitted as attachments without contributing to the 60-page limit. The technical and cost proposal will address technical and cost components for the service from the Designated Collection Sites.

The cost proposal must be submitted in the format in Appendix E to this RFP. The Proposer must provide pricing on a per pound basis for the services required by this RFP. In addition, the Proposer should describe any volume discount(s) it is proposing for each Member Jurisdiction.

The project description must also include the following elements:

(b) Acceptable Tire Transport and Recycling

Recycling Facility:

- Location of processing/Recycling Facilities

Provide as detailed a response as possible, including any available documentation or verification, for any assurances that tires received by Proposer will not become a threat to human health, human safety, or the environment, either in or out of the United States, after Proposer takes possession of the tires.

Description of general processing procedure and downstream locations for all other commodities.

Ownership (or legal basis for use).

Copies of permits/status of required permits (land-use, environmental, etc.). Amount of material processed at each Recycling Facility over the last three years.

Notification and circumstances of any termination of services by any government jurisdiction over the last five years Recycling Facility capacity, in total developed area and permitted expansion area. List of jurisdictions in which disposal site is located (County, Port District, etc.). Host Community Agreement (if one exists).

Guaranteed maximum amount of Acceptable Material residue requiring disposal in a landfill or other waste disposal facility. Description of disposal process of residuals.

Description of marketing plan for recyclable materials.

Transportation:

- Describe all transportation phases such as short-haul leg, intermodal facility(s), transportation method, etc.

Status of permits required.

Contingency Plans:

- Contingency plan for operating procedures that will take effect in the event of interruption of normal transportation options including work stoppage by Proposer's employees, emergency weather conditions, building or equipment failure, lack of access to the primary system for transportation, lack of access to the primary Recycling Facility. Description of backup management method, authorization for use, and site (name, address) if primary Recycling Facility unavailable.

5.3 INSURANCE REQUIREMENTS

The Proposer must have or be willing to obtain insurance with the minimum terms as shown in Exhibit B to the Master Service Agreement in Appendix H. If the Proposer does not currently have the minimum insurance required, the Proposer must, at its own cost, obtain such insurance prior to the signing of the Master Service Agreement.

5.4 FINANCIAL QUALIFICATIONS

The Proposer shall provide the following information for all companies, subsidiaries and/or parent companies that will work on the project. The Authority shall have sole discretion to determine the financial adequacy of proposing companies, subsidiaries or subcontractors. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

Cost proposal for Passenger Vehicle, Light Duty Truck, Oversize and Agricultural Tire collection and recycling services.

Certified audited financial statements or annual financial reports for the past fiscal year to include at a minimum, income statements, balance sheets, and statements of changes in financial position. If less than one year of financial statements are available, this information should be provided to the fullest extent possible.

A copy of the Proposer's Certificate of Good Standing from Maryland Department of Assessments and Taxation (for any company with nexus in Maryland) or the equivalent from the Proposer's state of registration.

Information on any material changes in the mode of conducting business, bankruptcy proceedings, assignments of accounts or assets, corporate restructuring, and mergers or acquisitions within the past three years, including comparable information for related companies and company principals.

Information on the firm's access to bank lines of credit, revolving credit agreements, or other sources of working capital funds.

The rating on outstanding corporate debt, if any has been issued, with recent copies of the rating agency reports on that outstanding corporate debt.

Evidence of the ability to obtain a performance bond, letter of credit or cashier's check in the amount defined in Section 5.6.

Pending or potential legal actions that could materially affect the Proposer's financial situation and/or its ability to meet its contractual obligations to the Authority.

5.5 PERFORMANCE BOND, LETTER OF CREDIT, CASHIER'S CHECK

Each Proposer shall submit with its technical and cost proposal a letter from a surety or financial institution that demonstrates the Proposer's ability to secure the performance bond, letter of credit, or intent to provide a cashier's check in lieu of a performance bond or letter of credit, as required by Section 7.05 of the Master Service Agreement at Appendix H. If the Proposer is selected, and provides a cashier's check to the Authority, in lieu of a performance bond or letter of credit, the Authority will cash the cashier's check and hold the full amount in the Authority's checking account for the duration of the Master Service Agreement OR, at its sole option, the Authority will cash the cashier's check and the Proposer will pay for an escrow account to hold the full amount for the duration of the Master Service Agreement. Prior to the start of the term of the Master Service Agreement, the Authority will advise the Proposer as to whether or not an escrow account will be required. Upon completion or termination of the Master Service Agreement, other than upon an Event of Default, the Authority will return the full amount (or any remaining balance in the event the Authority is required to draw upon the funds as a result of Proposer's failure to perform under the Master Service Agreement or Confirmation, as applicable) of the cashier's check to the Proposer.

5.6 AUTHORITY REVIEW OF PROPOSALS

The Authority will use the completed technical proposal and cost proposal to evaluate the merits of each technical and cost proposal received. Each technical and cost proposal will be considered against the evaluation criteria described in Section 6.

If the technical and cost proposal is incomplete, or fails to address the questions, the technical and cost proposal may be deemed not reasonably susceptible of award and may be rejected. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing its responses in a clearly organized submittal.

Each technical and cost proposal is required to be in accordance with the terms of this RFP and shall be signed by an executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the Proposer.

5.7 EXCEPTIONS TO TERMS AND CONDITIONS

By submitting a proposal, a Proposer agrees to accept the terms of the Master Service Agreement in Appendix H. Any proposed exceptions to the Master Service Agreement shall be submitted by the Question Submittal Date via email to procurement@nmwda.org. If the Authority determines to make a change in the terms of the Master Service Agreement in response to proposed exceptions submitted by this date, all such changes will be distributed to potential Proposers via addendum issued prior to the Proposal Due Date. Proposals that take exception to any terms in the Master Service Agreement may be rejected without further evaluation. The Authority does have the option, after Proposals are submitted, to request best and final offers. However, the Authority reserves the right to make an award on the basis of initial proposals, so Proposers should not assume that they will have an opportunity to revise their initial proposals.

6. EVALUATION PROCESS AND CRITERIA

6.1 EVALUATION PROCESS

The Authority will establish an evaluation committee to review the technical and cost proposals. The evaluation committee will consider the materials submitted with respect to the evaluation criteria set forth herein. Management and technical qualifications will be qualitatively evaluated and ranked by the evaluation committee in order of best value to the Authority. Based on the outcome of the evaluation, the evaluation committee may conduct interviews and negotiations with those Proposers found to be in the competitive range, and may solicit best and final offers from Proposers. However, the Authority reserves the right in its discretion to award the Agreement based on initial proposals without interviews or further negotiations.

6.2 EVALUATION CRITERIA

The Authority will first evaluate all technical and cost proposals against the minimum qualifications identified in Section 4. The total cost of services as well as management and prior experience will be evaluated as the most important qualifications and will be considered with equal importance. The technical and cost proposals considered to meet the minimum qualifications will be evaluated according to the following evaluation criteria:

- A. **Total Cost of Services:** The total cost of the services provided on the basis of the Proposer's technical and cost proposal.
- B. **Technical Qualifications:** The Proposers' experience including operation and maintenance of transport and Recycling Facilities for the required tire recycling stream, including at a minimum:
 - i. Management
 - Résumés and qualifications of proposed managers for this project.
 - Material marketing experience.

- Descriptions of contingencies in the event operations fail for any of the service components.
- The nature of the proposed tires recycling plans, including ability of the proposed tires recycling operation to meet performance standards.
- Ability to provide a backup tire Recycling Facility permitted and operating in accordance with federal, state and local law.
- Demonstrating that all federal, state and local laws regarding tires recycling and disposal will be followed.

ii. Prior Experience

- Meeting or exceeding performance measures at very similar facilities.
- Performance history of the proposed Recycling Facility. This includes compliance and adherence to federal, state, and local laws and regulations and clear evidence that the Recycling Facility(s) are permitted to accept all Member Jurisdictions' tires for recycling, as identified in this RFP.

iii. Finance

- Evidence of financial ability to implement the project.

iv. Processing and Staff

- Ownership or effective control of the proposed Recycling Facility.
- Résumés and qualifications of proposed key staff for this project.

C. Guaranteed Recycling Commitment

Commitment to recycle material as evidenced by the recycling proposal.

APPENDIX A**CURRENT DESIGNATED COLLECTION SITES, CONTAINERS AND PICKUP SCHEDULES**

Member Jurisdiction/ Location	Address	Google Coordinates	Tire Management/Collection Containers in Use/Required by Contractor	Needed/Average Pickups per Month*
Anne Arundel County				
Millersville Landfill (MLF)	389 Burns Crossing Road Severn, MD 21144	39.08687, -76.675603	The County transports tires collected at the three recycling centers to the MLF's recycling area and consolidates them with tires dropped off by MLF customers. The County accepts only passenger and light truck tires. The County removes all rims from tires. The Contractor needs to be on site two to three times per week with an empty open top trailer (48' - 52'). The County would load tires into the trailer upon arrival. The driver stays with the trailer.	8-12
Baltimore City				
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732, -76.545949	City supplied roll-off containers from City collections are driven by City staff to the Recycling Facility. If the Contractor is to perform collections, the Contractor shall provide 40-yard Collection Containers for Acceptable Material storage at Designated Collection Site.	8
Property Management Yard	115 S Kresson St Baltimore, MD 21224	39.2913256577827 2, - 76.5595074036733	City supplied roll-off containers from City collections are driven by City staff to the Recycling Facility. If the Contractor is to perform collections, the Contractor shall provide 40-yard Collection Containers for Acceptable Material storage at the Designated Collection Site.	8
Southeast Sanitation Yard	111 Kane St Baltimore, MD 21224	39.2934290387204 75, - 76.5340394306608 3	City supplied roll-off containers from City collections are driven by City staff to the Recycling Facility. If the Contractor is to perform collections, the Contractor shall provide 40-yard Collection Containers for Acceptable Material storage at the Designated Collection Site.	8
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131, -76.558535	City supplied roll-off containers from City collections are driven by City staff to the Recycling Facility. If the Contractor is to perform collections, the Contractor shall provide 40-yard Collection Containers for Acceptable Material storage at the Designated Collection Site. Contractor Collection Containers must be leak-proof, fly-proof and rodent-proof, and must not have potential to cause pollution to the waters of the State of Maryland.	8

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Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415, -76.68147	City supplied roll-off containers from City collections are driven by City staff to the Recycling Facility. If the Contractor is to perform collections, the Contractor shall provide 40-yard Collection Containers for Acceptable Material storage at Designated Collection Site. Contractor Collection Containers must be leak-proof, fly-proof and rodent-proof, and must not have potential to cause pollution to the waters of the State of Maryland.	8
Western Sanitation Yard	701 Reedbird Avenue Baltimore, MD 21225	39.246963, - 76.617432	City supplied roll-off containers from City collections are driven by City staff to the Recycling Facility. If the Contractor is to perform collections, the Contractor shall provide 40-yard Collection Containers for Acceptable Material storage at Designated Collection Site.	8
Baltimore County				
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893, -76.671055	Contractor provided 48' trailers. Stairs are available for the residents to access the trailer. Trailers are removed by the vendor when full.	1-2
Eastern Sanitary Landfill	6259 Days Cove Road White Marsh, MD 21162	39.394139, -76.3854	Contractor provided 48' trailers. Stairs are available for the residents to access the trailer. Trailers are removed by the vendor when full.	1-3
Central Acceptance Facility	201 West Warren Road Cockeysville, MD 21030	39.472036, -76.646356	Contractor provided 48' trailers. Stairs are available for the residents to access the trailer. Trailers are removed by the vendor when full.	1-3
Carroll County				
Northern Landfill	1400 Baltimore Blvd. Westminster, MD 21157	39.549504, -76.94383	Contractor provided open top 40-yard container. The collection frequency requirement is unknown at this time, but tires must be removed at a frequency as later stipulated per the County in writing, and a frequency sufficient to ensure County and Contractor compliance with applicable regulations and permits	See previous note.
Frederick County				
Reich's Ford Road Landfill	9031 Reichs Ford Road Frederick, MD 21704	39.372463, -77.352975	Two Contractor-provided 48' trailers. One trailer at a time is removed by the Contractor when full, leaving the second to fill up while the first is being replaced.	1-3
Harford County				
Harford Waste Disposal Center ("HWDC")	3241 Scarboro Road Street, MD 21154	39.6412905388 5569, - 76.2984523429 6124	Contractor provided open top 50-yard container; loaded by landfill staff from a bunker area at the site. The County will notify the Contractor when service is needed. HWDC has a permit storage limit of 1,500 tires.	1-3
Howard County				
Alpha Ridge Landfill	2350 Marriottsville Road Marriottsville MD 21104	39.3051600246 3072, - 76.9018893870 8386	40-yard roll-off containers can be staged and loaded by the County in the designed 100' x 100' paved secondary scrap tire storage area. The County will notify the Contractor when service is needed. The area has a permit limit of 1,500 tires	2-4

Request for Proposals

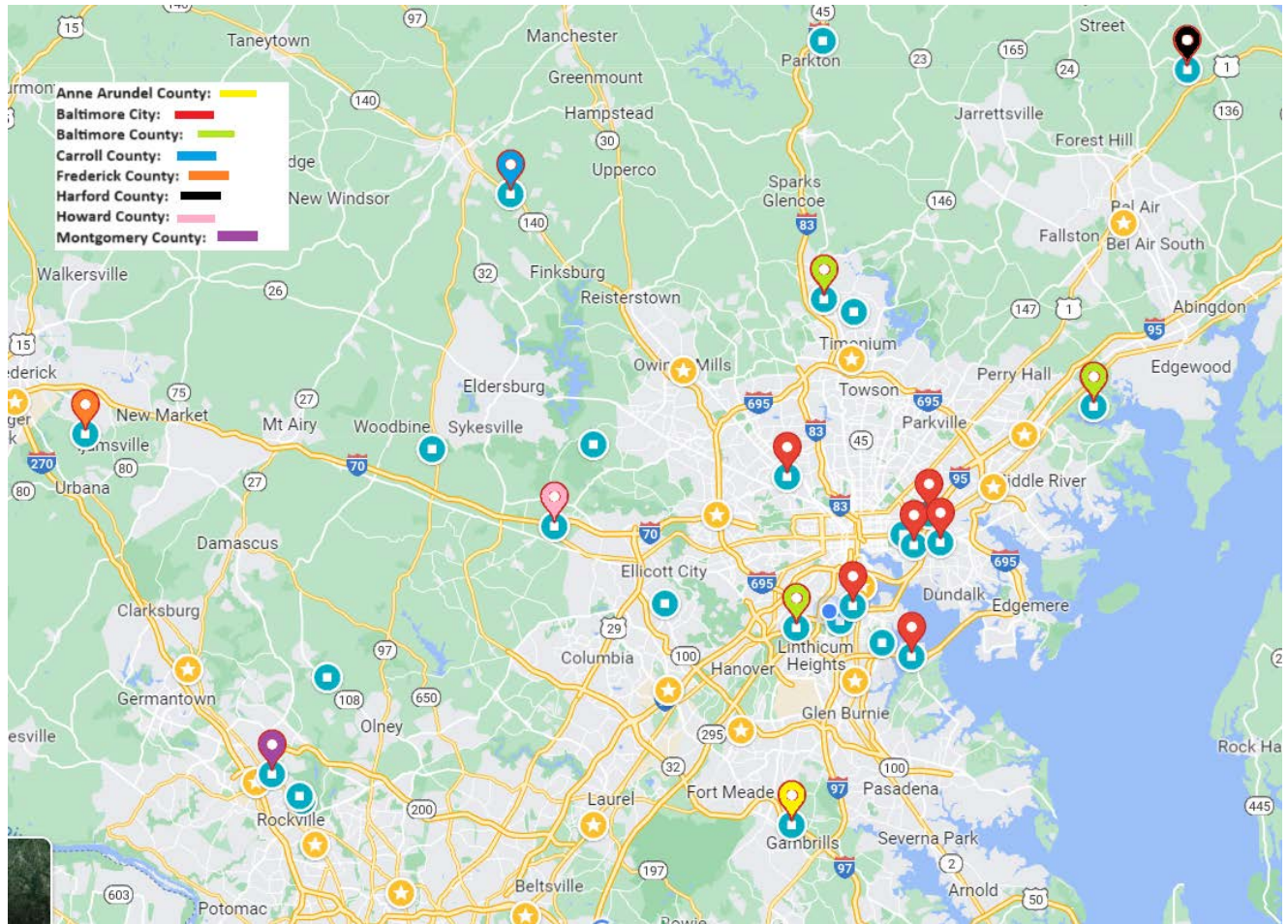
Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services

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Montgomery County				
Shady Grove Transfer Station	16101 Frederick Road Derwood, MD 20855	39.122313, -77.17122	2 trailers are needed onsite (1 is a spare trailer). A full trailer would be swapped with an empty trailer. The County has a designated loading ramp for tire trailers and the County will notify the Contractor when service is needed. The County has a permit limit of 1,500 tires at any one time.	2-4

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

MAP OF DESIGNATED COLLECTION SITES



Locations are approximate on the map.

APPENDIX B
ESTIMATED MEMBER JURISDICTIONS’
POPULATION AND TIRES RECYCLING GENERATION DATA

	Population	Households	Persons Per Household	Median Household Income
Member Jurisdiction	July 1, 2022	2017-2021	2017-2021	2017-2021
Anne Arundel County (LINK)	593,286	218,682	2.60	\$108,048
Baltimore City (LINK)	569,931	244,893	2.32	\$54,124
Baltimore County (LINK)	846,161	326,932	2.54	\$81,846
Carroll County (LINK)	175,305	62,907	2.68	\$104,708
Frederick County (LINK)	287,079	97,615	2.69	\$106,129
Harford County (LINK)	263,867	97,468	2.64	\$98,495
Howard County (LINK)	335,411	118,037	2.77	\$129,549
Montgomery County (LINK)	1,052,521	383,308	2.74	\$117,345

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 Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
 November 6, 2023

Commodity Breakdown Member Jurisdiction Data (Pounds) FY (2022)							
Jurisdiction	Passenger Tires (off the rim)	Passenger Tires (on the rim)	Light Duty Truck Tires (off the rim)	Light Duty Truck Tires (on the rim)	Agricultural Tires (off the rim)	Agricultural Tires (on the rim)	Total Pounds
Anne Arundel County	2,330,000*	N/A	2,330,000*	N/A	N/A	N/A	2,330,000
Baltimore City	442,000	0	0	0	0	0	442,000
Baltimore County	542,760^^	0^^	N/A^^	N/A^^	~400,000^	^	942,760
Carroll County	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	~920,000**
Frederick County	359,660++	++	++	++	451,020++	++	810,680
Harford County	202,400~	~	~	~	0	0	202,400
Howard County	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Montgomery County	293,040+	+	+	+	0	0	293,040

* Anne Arundel County accepts only passenger and light duty truck tires., so those categories are combined in the data above. Anne Arundel County removes all rims from tires.

+ Montgomery County accepts passenger and light duty truck tires on and off the rim, which all go into one trailer and are weighed together in the outbound report. There is no breakout of weights.

^ Baltimore County recycled ~400,000 pounds of agricultural tires (unknown if both off the rim and on the rim) during a collection event period in August 2023. So, Total Pounds includes both FY '22 and FY '23 data.

^^ Baltimore County rejects agricultural and commercial truck tires in its regular collection program. Baltimore County accepts passenger truck tires and any tire below that size.

++ This data is likely not representative of normal annual tire collection and recycling weights because Frederick County had events for both residential tires and agricultural tires, funded by the state this year. Frederick County normally does not receive this funding. The higher numbers have been added to the table, but the lower total would be 212,960 pounds total (agricultural and residential combined). Frederick County combines all of the tire types together for regular collection. For collection events, Frederick County does not de-rim, but for regular collection Frederick County does de-rim, so the residential number is de-rimmed, but the agricultural tire number is mixed.

** In FY '23, Carroll County recycled ~1,360,000 pounds of tires, plus another 616,000 pounds under its Amnesty Day event.

~ Harford County's data includes passenger and light duty truck tires both on and off the rim.

Request for Proposals
 Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
 November 6, 2023

Commodity Breakdown Member Jurisdiction Data (Pounds) FY (2021)							
Jurisdiction	Passenger Tires (off the rim)	Passenger Tires (on the rim)	Light Duty Truck Tires (off the rim)	Light Duty Truck Tires (on the rim)	Agricultural Tires (off the rim)	Agricultural Tires (on the rim)	Total Pounds
Anne Arundel County	2,270,000*	N/A	2,270,000*	N/A	N/A	N/A	2,270,000
Baltimore City	620,220	0	0	0	0	0	620,220
Baltimore County	654,260^^	0^^	N/A^^	N/A^^	0	0	654,260
Carroll County	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	760,000
Frederick County	175,720++	++	++	++	++	++	175,720
Harford County	221,420~	~	~	~	0	0	221,420
Howard County	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	431,180
Montgomery County	380,260+	+	+	+	0	0	380,260

*Anne Arundel County accepts only passenger and light duty truck tires., so those categories are combined in the data above. Anne Arundel County removes all rims from tires.

+ Montgomery County accepts passenger and light duty truck tires on and off the rim, which all go into one trailer and are weighed together in the outbound report. There is no breakout of weights.

++ All categories are combined.

^^ Baltimore County rejects agricultural and commercial truck tires in its regular collection program. Baltimore County accepts passenger truck tires and any tire below that size.

~ Harford County's data includes passenger and light duty truck tires both on and off the rim.

Request for Proposals
 Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
 November 6, 2023

Commodity Breakdown Member Jurisdiction Data (Pounds) FY (2020)							
Jurisdiction	Passenger Tires (off the rim)	Passenger Tires (on the rim)	Light Duty Truck Tires (off the rim)	Light Duty Truck Tires (on the rim)	Agricultural Tires (off the rim)	Agricultural Tires (on the rim)	Total Pounds
Anne Arundel County	2,346,000*	N/A	2,346,000*	N/A	N/A	N/A	2,346,000
Baltimore City	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Baltimore County	695,880^^	0^^	N/A^^	N/A^^	0	0	695,880
Carroll County	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	814,000
Frederick County	226,520++	++	++	++	++	++	226,520
Harford County	251,400~	~	~	~	0	0	251,400
Howard County	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	551,980
Montgomery County	324,900+	+	+	+	0	0	324,900

*Anne Arundel County accepts only passenger and light duty truck tires, so those categories are combined in the data above. Anne Arundel County removes all rims from tires.

+ Montgomery County accepts passenger and light duty truck tires on and off the rim, which all go into one trailer and are weighed together in the outbound report. There is no breakout of weights.

++ All categories are combined.

^^ Baltimore County rejects agricultural and commercial truck tires in its regular collection program. Baltimore County accepts passenger truck tires and any tire below that size.

~ Harford County's data includes passenger and light duty truck tires both on and off the rim.

APPENDIX C

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Receipt of Addenda for the Request for Proposals for

**PASSENGER VEHICLE, LIGHT DUTY TRUCK, OVERSIZE AND
AGRICULTURAL TIRE COLLECTION AND RECYCLING SERVICES FOR
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

Please attach copies of faxed addenda receipt confirmation to this form. On this form track the date the addenda were received (if any) and the initials of the responding Proposer official.

Addendum Number	Date Received	Responding Official	Date Confirmation Sent

APPENDIX D

**FORM OF PERFORMANCE BOND AND
LETTER OF CREDIT FORM OF PERFORMANCE BOND**

Principal

Business Address of Principal

Surety

a corporation of the State of _____ and authorized to do business in the State of Maryland.

Obligee
Northeast Maryland Waste Disposal Authority, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Contract: _____, 2024

Date Bond Executed: _____, 2024

Master Service Agreement to provide Passenger Vehicle, Light Duty Truck, Oversize and Agricultural Tire Collection and Recycling Services.

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Northeast Maryland Waste Disposal Authority (the "Authority"), which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Agreement."

NOW, THEREFORE, during the term of said Agreement, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

This Performance Bond is for the term beginning the _____ day of _____, and ending the _____ day of _____. In the event that Surety issues an annual performance bond and determines not to issue a continuation certificate or elects not to renew such annual bond, Surety will provide notice of such determination to the Obligee, in writing and at least forty-five (45) days prior to the date of expiration of the bond. The failure or inability of the Principal to file a replacement bond or other security (prior to the expiration of the current bond) in the event the Surety determines not to renew an annual bond shall constitute a loss to the Obligee recoverable under the current bond or any extension thereof.

Whenever Principal shall be declared by the Authority to be in default under the Agreement, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
_____ as to _____ (SEAL)
Witness

.....
In Presence of: Partnership Principal
Witness

_____ (SEAL)
Name of Partnership

_____ (SEAL)

_____ (SEAL)

(SEAL)

.....

Corporate Principal

Attest:

(Name of Corporation)

Corporate Secretary

President

AFFIX CORPORATE SEAL

.....

Attest:

Title

By: _____
Signature

AFFIX CORPORATE SEAL

Business Address of Surety:

Bonding Agent's name:

Agent's Address:

FORM OF PERFORMANCE LETTER OF CREDIT

Date: _____

Ladies and Gentlemen:

1. We hereby establish, at the request of _____ [NAME OF PROPOSER] (“the Contractor”), in your favor and for the account of The Northeast Maryland Waste Disposal Authority, a public body corporate and politic organized and existing under the laws of the State of Maryland (the “Authority”), our Irrevocable Letter of Credit, No. _____ (the “Letter of Credit”), in the amount of _____ (\$ _____) DOLLARS (the “Letter of Credit Amount”), effective _____ and expiring on _____ (the “Expiration Date”).

2. The Letter of Credit is being issued in support of the performance by the Contractor of its obligation to provide Passenger Vehicle, Light Duty Truck, Oversize and Agricultural Tire Collection and Recycling Services to the Authority as set forth in the “**Master Service Agreement**,” dated _____, 2024 (the “Agreement”).

3. We hereby irrevocably authorize you to draw on us, at sight and in one or several drawings, an amount up to the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit 1 (such draft accompanied by such certificate being collectively your “Draft”). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) upon the occurrence of an Event of Default by the Contractor and the subsequent exercise by the Authority of its rights under the Agreement, all in accordance with the terms of such Agreement.

4. The Draft shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF FINANCIAL INSTITUTION] and [ADDRESS OF FINANCIAL INSTITUTION]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, “Business Day” shall mean any day other than a Saturday, Sunday or public holiday under the laws of the Maryland. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are not honoring the same. Upon

being notified that the Draft was not affected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

Very truly yours,

[NAME OF FINANCIAL INSTITUTION]

By: _____
Name: _____
Title: _____

APPENDIX E

COST PROPOSAL FORM

Proposers must submit their cost proposals per Member Jurisdiction, in the following table for loading, transportation, processing, marketing, recycling and disposal of residue, as well as for Maryland Department of the Environment (“MDE”) Scrap Tire Resident Drop-off Day (“Amnesty Day”) Events. During these scheduled events, residents or farmers may drop off scrap tires at designated sites for no charge. MDE/Maryland Environmental Service (“MES”) and the Maryland Farm Bureau coordinate for the scheduling and payment of costs attributable to these events. The Contractor will be expected to work with the Member Jurisdictions for the scheduling and placement of the Collection Containers.

Member Jurisdiction	Proposer Paid per Pound (Contractor Pickup)	Proposer Paid per Pound (Delivered by Member Jurisdiction to Contractor Recycling Facility)	Proposer Paid per Pound: MDE Scrap Tire Resident Drop-off Day Events (1-4 days, Contractor Pick up)	Proposer Paid per Pound: MDE Scrap Tire Resident Drop-off Day Events (1-4 days, Delivered to Contractor Recycling Facility by Member Jurisdiction)
Anne Arundel County	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33”+) on the rim_____ ● Oversize tires (33”+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33”+) on the rim_____ ● Oversize tires (33”+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33”+) on the rim_____ ● Oversize tires (33”+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33”+) on the rim_____ ● Oversize tires (33”+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____

Request for Proposals

Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services

November 6, 2023

<p>Baltimore City</p>	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____
<p>Baltimore County</p>	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim;_____ • Agriculture tires* off the rim._____

Request for Proposals

Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services

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<p>Carroll County</p>	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____
<p>Frederick County</p>	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> • Passenger vehicle tires on the rim_____ • Passenger vehicle tires off the rim_____ • Light duty truck tires on the rim_____ • Light duty truck tires off the rim_____ • Oversize tires (33"+) on the rim_____ • Oversize tires (33"+) off the rim_____ • Agriculture tires* on the rim; _____ • Agriculture tires* off the rim._____

Request for Proposals

Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services

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<p>Harford County</p>	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____
<p>Howard County *</p>	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____

Request for Proposals
 Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
 November 6, 2023

<p>Montgomery County</p>	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim;_____ 	<ul style="list-style-type: none"> ● Passenger vehicle tires on the rim_____ ● Passenger vehicle tires off the rim_____ ● Light duty truck tires on the rim_____ ● Light duty truck tires off the rim_____ ● Oversize tires (33"+) on the rim_____ ● Oversize tires (33"+) off the rim_____ ● Agriculture tires* on the rim;_____ ● Agriculture tires* off the rim._____
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*** Please note:** Howard County is not interested in Recycling Services at this time; however, pricing is still being requested in case Howard County is interested in future Recycling Services.

Request for Proposals

Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services

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Cost proposals must be based on the characteristics listed in Appendix A. Member Jurisdictions will not be responsible for segregating or sorting the Acceptable Materials to be transported by the Member Jurisdiction/transported by the Contractor for recycling. However, Proposers may submit additional cost proposals with detailed segregation responsibilities of the Member Jurisdictions to display any cost savings that may occur with that increased level of effort.

The Proposer may leave any line-item blank for which the Proposer is not interested in submitting a cost proposal for. Proposers are not required to provide a cost proposal for all Member Jurisdictions, but at any point during the Master Service Agreement, if an awarded Proposer provided a cost proposal in Appendix E for a Member Jurisdiction, the Proposer will be required to enter into a Confirmation at the request of that Member Jurisdiction, pursuant to the terms of the Master Service Agreement, within 30 days of the written request by the Member Jurisdiction.

Please include at least 7% Minority-Owned Business Enterprise (“MBE”) and 3% Women-Owned Business Enterprise (“WBE”) inclusion for all services to be performed within the Baltimore City proposal (e.g., using subcontractors, etc.), in order for the City to approve and sign the Confirmation with the Proposer, if possible. More details on this requirement can be found here: <https://law.baltimorecity.gov/certification-process>.

All pricing is to remain firm throughout the term of the Master Service Agreement, with the exception of the Authority approved, annual Consumer Price Index adjustment and monthly fuel adjustments as stipulated in Appendix H, Master Service Agreement, and per Exhibit C.

The Proposer must submit a Cost Proposal Form in the format provided in Appendix E in the RFP, however, the Proposer may submit additional proposals that reflect the Proposer’s unique or novel approach.

If Proposer is proposing a volume discount on the per-pound cost based on servicing multiple Member Jurisdictions, describe in detail the proposed discount.

APPENDIX F

OPERATIONS AND REPORTING REQUIREMENTS

The following must be in each Confirmation:

1. The Member Jurisdiction must comply with State of Maryland regulations that prohibit landfilling of scrap tires, and as such no tires collected by the Member Jurisdiction can be landfilled.
2. The Member Jurisdiction accepts scrap tires at the Designated Collection Sites from residents and businesses and requires a Contractor to handle tire removal services that include recycling where possible and/or feasible in order for the Member Jurisdiction to realize recycling credits in accordance with the Maryland Recycling Act.
3. The Contractor shall remove scrap tires from the Designated Collection Sites and shall deliver them to an MDE-licensed or approved Recycling Facility, i.e., a primary scrap tire collection facility, processor, or alternative fuel utilization facility if the facility is located in Maryland. Out of state Recycling Facilities to which the Contractor delivers tires shall be licensed by the state where located and shall be acceptable to MDE by written confirmation.
4. The Member Jurisdiction requires that all scrap tire removal services conform with MDE regulations as given in COMAR 26.04.08. Monthly reports shall be submitted to the Member Jurisdiction detailing the amount of tires (in pounds) collected from the Member Jurisdiction that are delivered to a Recycling Facility, processed/recycled, or used for alternative fuel at licensed or approved Recycling Facilities.
5. Information must be submitted for each collection/processing and/or recycling or alternative fuel Recycling Facility utilized by the Contractor that includes; at a minimum:
 - 5.2 Name of Recycling Facility
 - 5.3 Street Address
 - 5.4 Recycling Facility Owner
 - 5.5 Recycling Facility Manager Name, Phone Number and Email Address
 - 5.6 MDE or other (if out-of-state) regulator, license number
 - 5.7 A description of the Recycling Facility.
6. Monthly reports shall be submitted no later than the 15th day of each month, along with the monthly invoice. All reports shall be made in a format acceptable to the Member Jurisdiction, with a copy to the Authority. All tire hauling within the State of Maryland shall be performed by vehicles and contractors licensed by the MDE. The Contractor may not take scrap tires to a Recycling Facility other than what is stated in the response to this RFP unless a written request is made to the Member Jurisdiction AND Authority and the Member Jurisdiction AND Authority provide written approval of the change.

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7. Semi Annual statistical reports shall be submitted by the Contractor via email for the periods of January-June and July-December.
8. The invoices shall reflect at a minimum the following information:
 - 8.1 Total weight of tires collected
 - 8.2 Number of pulls (if requested in writing by Member Jurisdictions and the Authority)
 - 8.3 Rolling total costs for the Confirmation to date for the year
 - 8.4 Name and location of the Recycling Facility/Facilities used for the Confirmation
 - 8.5 Copies of weigh tickets from the Member Jurisdiction and the Recycling Facility/Facilities used for the Confirmation
 - 8.6 Other information as requested by the Member Jurisdiction

APPENDIX G-1

Baltimore City Specific Requirements

To be included in the City Confirmation

Any Price Proposal would need to include, to the greatest extent possible, certain percentages for Minority Business Enterprise (“MBE”) and/or Women Business Enterprise (“WBE”) inclusion for all Services to be performed according to the City Proposal (e.g., using subcontractors, etc.), in order for the City to approve and sign the Confirmation with the Contractor.

More details on this requirement can be found here:

<https://smba-d.baltimorecity.gov/mwboo/bidding-contracting-opportunities> (date last accessed 9.26.2023).

APPENDIX G-2

Baltimore County Specific Requirements

To be included in the County Confirmation

Any Price Proposal, to the greatest extent possible, 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. More details on these requirements can be found here:

[Workforce Services for Your Business - Baltimore County \(baltimorecountymd.gov\)](https://www.baltimorecountymd.gov/WorkforceServicesforYourBusiness)
(date last accessed 9.26.2023).

[Minority and Womens Business Enterprise Program – Baltimore County \(baltimorecountymd.gov\)](https://www.baltimorecountymd.gov/MinorityandWomensBusinessEnterpriseProgram) (date last accessed 9.26.2023).

Questions regarding the use of this system can be directed to the Baltimore County MBE/WBE/SBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

APPENDIX G-3

Montgomery County Specific Requirements

To be included in the County Confirmation

Proposals are required to include certain percentages for Minority/Female/Disabled Owned Businesses (“MFD”), as applicable, for professional services, non-professional services and 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 Contractor.

More details on this requirement can be found here:

<https://www.montgomerycountymd.gov/PRO/DBRC/MFD.html> (date last accessed 9.15.2023).

APPENDIX H

MASTER SERVICE AGREEMENT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

[CONTRACTOR]

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ARTICLE 2 - OBLIGATIONS OF THE CONTRACTOR AND THE MEMBER
JURISDICTION

ARTICLE 3 - REMEDIES FOR NONPERFORMANCE; TERMINATION

ARTICLE 4 - TERM

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

ARTICLE 6 - DISPUTES

ARTICLE 7 - MISCELLANEOUS PROVISIONS

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT C

REQUEST FOR PROPOSALS

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) dated _____ (“Effective Date”), by and between the Northeast Maryland Waste Disposal Authority (the “Authority”), a body politic and corporate and a public instrumentality of the State of Maryland, with offices at 100 South Charles Street, Tower II—Suite 402, Baltimore, Maryland, and [Contractor] (“Contractor”) an entity in good standing under the laws of Maryland, with offices at [Address]. The Authority and the Contractor are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

1. The Authority, on behalf of and for the benefit of Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Frederick County, Harford County, Howard County and Montgomery County, Maryland, (each a “Member Jurisdiction”), requires the services of a contractor to provide Passenger Vehicle, Light Duty Truck, Oversize and Agricultural Tire collection, transportation, processing, marketing, residue disposal and recycling services (the “Recycling Services”) for each Member Jurisdiction and the Contractor has been selected to provide such Recycling Services. Recycling Services can include utilizing tires as an alternative fuel utilization source (by replacing traditional fossil fuel sources), if there are no other readily available recycling applications available for tires, and as approved by the Authority and Member Jurisdiction in writing.

2. Pursuant to this Agreement, the Contractor will enter into a transaction with each Member Jurisdiction that elects to issue a Confirmation pursuant to which the Contractor shall provide Recycling Services to such Member Jurisdiction (each a “Transaction”).

3. The Authority and the Contractor desire to enter into this Agreement in order to provide the general terms and conditions of each and all Transaction(s) which will govern the Recycling Services of the Contractor to be provided to any Member Jurisdiction that decides to utilize the Recycling Services of the Contractor.

4. Each Transaction will be evidenced by a written confirmation, purchase order or ancillary contract establishing the specific terms for the Recycling Services to be provided to the Member Jurisdiction (a “Confirmation”).

5. The Authority may assist a Member Jurisdiction and/or the Contractor in entering into a Transaction, but shall have no obligations under this Agreement or any Confirmation, or in connection with any Transaction, except as specifically 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 Contractor acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1 - TRANSACTION TERMS AND CONDITIONS

Section 1.01. Each and all Transaction(s) shall be entered into upon a Member Jurisdiction’s issuance of a Confirmation that complies with the requirements of this Agreement and approval of the Confirmation by the Executive Director of the Authority. The Contractor is required to accept and execute a Confirmation issued by a Member Jurisdiction that complies with the terms of this Agreement within 30 days of the date the Confirmation is issued by the Member Jurisdiction.

Section 1.02. The Confirmation shall explicitly state that the provisions of Articles 1, 2, 3, 4, 5, 6 and 7 of this Agreement are incorporated by reference thereto and the Confirmation shall incorporate by reference the general provisions of this Agreement which the Contractor and the Member Jurisdiction determine to be appropriate for the Transaction. The Confirmation issued hereunder is subject to annual appropriations by the Member Jurisdiction. The Confirmation shall include:

- (a) The location(s) of the Recycling Area (as hereinafter defined) maintained by the Member Jurisdiction pursuant to Section 2.02 of this Agreement;
- (b) The hours of operation and all applicable Federal, State and local laws, regulations and rules for the Recycling Area (as hereinafter defined) adopted by the Member Jurisdiction;

- (c) The number of Collection Containers (as hereinafter defined) that shall be provided by the Member Jurisdiction;
- (d) The weighing procedures for Acceptable Materials;
- (e) The invoicing and payment procedures for any amounts owed to the Contractor by the Member Jurisdiction, including the time period within which such payment shall be made.
- (f) The status reports, if any, that the Member Jurisdiction may require the Contractor to submit regarding the Recycling Services being performed by the Contractor pursuant to such Confirmation;
- (g) An acknowledgement by the Contractor and the Member Jurisdiction that the Authority shall have no obligations under the Confirmation except as otherwise explicitly stated in this Agreement;
- (h) The term of the Confirmation, which shall not run beyond the term of this Agreement; and
- (i) The aggregate amount of any limitation on the total payments to be made by the Member Jurisdiction to the Contractor under the Confirmation.

Section 1.03. The Transaction shall be one integrated, bilateral contract between the parties under the related Confirmation. Any inconsistency between any terms of this Agreement and any terms of the Confirmation shall be resolved in favor of the terms of such Confirmation.

Section 1.04. With respect to the Transaction involving the Contractor and the Member Jurisdiction, the Authority shall not, under any circumstances, (a) have any obligations under the related Confirmation, (b) be responsible for amounts due to or from the Contractor or Member Jurisdiction under the related Confirmation, or in connection with such Transaction, and (c) be liable to either the Contractor or the Member Jurisdiction under the related Confirmation, or in connection with such Transaction.

ARTICLE 2 - OBLIGATIONS OF THE CONTRACTOR AND THE MEMBER

JURISDICTION

Section 2.01. The Contractor shall provide the Recycling Services as set forth in this Agreement, in the Contractor’s proposal, attached hereto as Exhibit A and incorporated herein by reference, and in the Request for Proposals, issued by the Authority, including the Appendices to the Request for Proposal and any addenda thereto, and the Insurance Requirements, all of which are attached hereto as Exhibit B and Exhibit C and incorporated herein by reference. In the event of any conflict or inconsistency among these documents, the order of precedence for resolving any such conflict or inconsistency shall be: Agreement, Request for Proposals, Contractor’s proposal.

Section 2.02. The Member Jurisdiction will provide a paved or hard packed area for the placement of Collection Containers (the “Recycling Area”) for the collection of tires. The Member Jurisdiction will provide the Contractor access to the Recycling Area for the purpose of delivery and removal of Acceptable Materials during the hours of normal operation as determined by the Member Jurisdiction. The Contractor shall follow Federal, State and local, regulations and rules set by the Member Jurisdiction at the Recycling Area.

Section 2.03. The Member Jurisdiction will ensure that the Recycling Area is sited, designed, constructed and available to receive Acceptable Material (as hereinafter defined) by the first day of the term of this Agreement, as set forth in Article 4 of this Agreement. The Recycling Area shall be sited, constructed, operated, monitored, closed and otherwise maintained in a manner that is protective of human health and the environment and operated in compliance with all applicable Federal, State and local laws and regulations.

Section 2.04. The Contractor shall be obligated to accept passenger vehicle tires, on and off the rim; light duty truck tires, on and off the rim; oversize tires, on and off the rim; and agriculture tires, on and off the rim, all generally in used/scrap condition (“Acceptable Material”). The Member Jurisdiction shall not provide Collection Containers for the acceptance of Acceptable Material at the Recycling Area, and unless otherwise determined in writing by the Member Jurisdiction. The Contractor shall promptly remove tires from full Collection Containers as required. Each Collection Container provided to a Member shall be

of a certain type. Collection Containers include, but are not limited to, roll off, C type, and road legal kingpin type enclosed trailers. Roll off containers can be categorized as open top dumpsters, with a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The roll off container is designed to be transported by special roll off trucks. Most roll off containers have a swinging door on the end for easier disposal of waste, while some are open top. C type containers can be categorized as large reusable steel boxes designed to be moved from one mode of transport to another without unloading and reloading. A road legal kingpin type enclosed trailer would include a fifth-wheel coupling hitch. A fifth wheel uses a large horseshoe-shaped coupling device mounted a foot or more above the bed of the tow vehicle. The fifth wheel is intended for level roads and possesses limited side-to-side tilt. The fifth wheel can handle twenty or twenty-five percent weight transfer. Upon acceptance by the Contractor of Acceptable Material, the Contractor shall receive title thereto and shall be responsible for the loading, transportation, processing, marketing, recycling and residue disposal of such Acceptable Material.

Section 2.05. The Contractor shall provide sufficient labor and equipment for the collection of all Acceptable Material delivered to the Recycling Area and shall provide service such that the Member Jurisdiction can ensure that at least one Collection Container with space available for the collection of Acceptable Material is available at all times, as applicable. The Member Jurisdiction will determine how many Collection Containers they need in the Recycling Area. In the event the site is closed (scheduled or unscheduled) for the business day(s) after the request to empty the Collection Container(s), said Collection Containers must be emptied the next operation day.

Section 2.06. Subject to the terms and conditions of this Agreement, as part of the Recycling Services the Contractor shall, in accordance with all applicable Federal, State and local laws and regulations, accept and recycle all Acceptable Material placed in the Collection Containers in the Recycling Area. The Contractor shall not dispose of any byproducts produced from the collection or recycling of Acceptable Materials in any landfill, or an expansion cell next to an existing landfill, that is, or is proposed to be, on the National Priority List of the Federal Superfund Program (40 CFR Part 300), the Maryland Department of the Environment's State Superfund Program, or a similar list under a similar program for any state.

Section 2.07. The Contractor shall not retain the services of any subcontractors for the performance of Recycling Services in connection with any Transaction without the prior written consent of the Member Jurisdiction, which consent may be withheld in the exercise of the Member Jurisdiction's sole discretion. The Member Jurisdiction may require the subcontractor to acquire and maintain applicable insurance policies that are required by the Contractor.

Section 2.08. Prior to the date that the Contractor begins providing Recycling Services to a Member Jurisdiction, the Member Jurisdiction will appoint an individual to interact with the Contractor on its behalf during the term of this Agreement (the "Contract Officer"). The Contract Officer may from time to time give the Contractor a directive, oral or written, notifying the Contractor of work, in addition to the Recycling Services, to be performed under a Confirmation. If requested to do so, the Contractor shall, promptly upon the receipt of such a directive, furnish to the Contract Officer a preliminary written description of the work that the Contractor proposes to undertake in implementing the directive. This directive shall include estimates of the compensation to be earned in performing the work and (if requested by the Contract Officer) the date by which the work will be completed. Following such consultations, the Contractor, if requested to do so, shall submit to the Contract Officer a final written description of the work to be undertaken. The final written description shall include an identification of any subcontractors to be used and a statement specifying in reasonable detail the breakdown of compensation to be earned by the Contractor and its subcontractors in performing the work; and (if requested by the Contract Officer) the latest date by which the work will be completed. Upon the written approval of the Member Jurisdiction, such final written description shall constitute a "Confirmation." The Confirmation shall be binding upon the Contractor and shall be subject to modification, amendment or withdrawal by the Contractor only with the express written consent and approval of the Member Jurisdiction.

Section 2.09. The Contractor shall not be obligated to perform, and the Member Jurisdiction will not be obligated to compensate the Contractor for, any work which is outside the scope of the Recycling Services set forth in this Agreement or any Confirmation.

Section 2.10. Each month that the Contractor performs Recycling Services under a Confirmation, the Contractor will provide the Authority with an electronic copy of all invoices,

recycling reports and weight tickets. A copy of invoices, recycling reports and weight tickets will also be submitted to the Member Jurisdiction to confirm the work performed and the performance of Recycling Services by the Contractor during the previous month. The Contractor shall maintain all documents and records related to work performed pursuant to the terms of this Agreement and shall, upon the request of the Authority or the Member Jurisdiction, deliver to the Authority and the Member Jurisdiction all information, data, documents, records, reports, drawings, and the like prepared in the course of performing the Recycling Services pursuant to a Confirmation (including, without limitation, information regarding the names and addresses of any persons, firms, or agencies dealt with by the Contractor in the performance of such work). All materials prepared by the Contractor in connection with this Agreement, including but not limited to records, drawings and reports shall be the sole and absolute property of the Member Jurisdiction. The Member Jurisdiction reserves the right to use any such material in any manner. Any use, reuse or modification of the documents shall be at the Member Jurisdiction's sole risk without liability or legal exposure to the Contractor unless approved in writing by the Contractor prior to such reuse or modification. For money owed to a Member Jurisdiction, 6% interest will be assessed for payments received 60 days after the end of the month invoiced.

Section 2.11. The Contractor shall provide, at the Contractor's own expense, all personnel needed to perform the Recycling Services or work required under any Confirmation. All such personnel shall be qualified and authorized under applicable Federal, State and local laws and regulations to perform their respective functions. The Contractor shall ensure that none of the Contractor's employees have any direct or indirect interest, which would conflict in any manner with the performance of the Contractor's performance of its obligations under this Agreement or any Confirmation. The Contractor shall be responsible for any withholding taxes and social security payment due as a result of payment made by the Member Jurisdiction to the Contractor

**ARTICLE 3 – EVENTS OF DEFAULT; REMEDIES FOR NONPERFORMANCE;
TERMINATION**

Section 3.01. The following constitute Events of Default under this Agreement: the Contractor materially fails, or refuses, to comply with any of the terms of this Agreement, or a Confirmation, including (1) if the Contractor fails to provide sufficient labor and/or equipment

to unload the Collection Containers, fails to accept Acceptable Material from the Recycling Area, fails to provide Recycling Services, or fails to perform any of its other obligations in connection with a Transaction, and such failure is not excused under the terms of the Confirmation or by the Member Jurisdiction's failure to perform its obligations in connection with the Transaction; (2) the failure by a Contractor to execute a Confirmation requested by a Member Jurisdiction as provided in Section 1.01; (3) failure of the Contractor to provide required invoices, recycling reports and weight tickets or make required payments within 60 days after the date due pursuant to Section 2.10; and (4) as provided in Sections 3.03, 3.04, and 3.07 of this Master Service Agreement. If an Event of Default is not cured by the Contractor within five business days of notice from the Member Jurisdiction, the Member Jurisdiction may terminate the applicable Confirmation. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority and/or a Member Jurisdiction to damages incurred as a result of a breach of the Agreement or of a Confirmation by the Contractor, including the cost to make alternative arrangements to obtain performance of the Recycling Services should the Contractor fail to provide the Recycling Services in accord with the Agreement and/or Confirmation.

Section 3.02. If a Member Jurisdiction fails to provide a Recycling Area for the collection of Acceptable Material or fails to compensate the Contractor for Recycling Services in accordance with the Confirmation, and such failure is not excused under the terms of the Confirmation or by the Contractor's failure to perform its obligations in connection with the Transaction, then the Contractor may terminate the applicable Confirmation upon 30 days' written notice to the Member Jurisdiction. In such an event the Member Jurisdiction will be liable to the Contractor for the cost of work performed up to the date of termination.

Section 3.03. The Authority and each Member Jurisdiction reserves the right to inspect the Contractor's Recycling Facilities and sites at any time after the execution of this Agreement. The Authority may terminate this Agreement or a Member Jurisdiction may terminate a Confirmation if, in the reasonable opinion of the Authority or the Member Jurisdiction, as the case may be, the Contractor's Recycling Facilities or sites have or have developed an unacceptable record of non-compliance with applicable Federal, State or local laws or regulations, or, in the reasonable opinion of the Authority or the Member Jurisdiction, have an

unsatisfactory method of operation or site conditions, either of which will constitute an Event of Default.

Section 3.04. The Authority may terminate this Agreement, or a Member Jurisdiction may terminate a Confirmation, in each case, without liability to the Contractor, upon the occurrence of one any of the following conditions:

- (a) An Event of Default as set forth in Section 3.01.
- (b) 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 this Agreement or a Confirmation.
- (c) 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 this Agreement.
- (d) The Contractor fails to maintain required Insurance, the required performance bond/letter of credit (or the equivalent amount of guaranteed funds in the form of a cashier's check), or financial responsibility requirements.

Section 3.05. Upon termination of this Agreement or Confirmation, the Contractor shall promptly remove any of its equipment from the applicable Recycling Area(s) and shall only be paid for the earned value of work performed up to the date of termination under the terminated Confirmation(s), as determined by the Member Jurisdiction. Under no circumstances shall the Contractor be entitled to payment of any future costs or anticipated profits under any terminated Confirmation(s). If this Agreement, or any Confirmation, is terminated because 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 any Confirmation, then the Contractor shall refund to the applicable Member Jurisdiction(s) any and all profits realized under such Confirmation. 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 or any Member Jurisdiction.

Section 3.06. A Member Jurisdiction may, without liability, terminate a Confirmation for its own convenience upon written notice to the Contractor at least 30 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed up to the date of such termination.

Section 3.07. If the Contractor fails to perform its obligations pursuant to this Agreement, as further set forth in any Confirmation, and that failure to perform creates a danger to health or safety at the Recycling Area of a Member Jurisdiction that is not cured within 24 hours of notice to the Contractor that the condition exists, such a failure constitutes a default under this Agreement for which the Agreement may be terminated. Irrespective of whether or not the Agreement is so terminated, the Contractor will be liable for any and all damages caused by this failure to perform, including but not limited to the costs to make alternative arrangements to have the obligations performed.

ARTICLE 4 - TERM

Section 4.01. The term of this Agreement begins on 12:01 a.m. (local time) July 1, 2024, and ends on 11:59 p.m. (local time) June 30, 2029. Any Confirmation shall terminate according to the provisions of the Confirmation, but no later than the end of the term of this Agreement.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.01. On the date of this Agreement and the date of entering into each Confirmation, the Contractor represents and warrants to the Authority and each Member Jurisdiction that:

(a) It is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation, qualified to conduct business in the State of Maryland and in good standing under the laws of the State of Maryland.

(b) It has all regulatory authorizations and approvals necessary for it to legally perform its obligations under this Agreement and each Confirmation.

(c) The execution, delivery, and performance of this Agreement and each Confirmation are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable law, rule, statute or regulation order.

(d) This Agreement, each Confirmation and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms.

(e) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

(f) There is no pending or, to its knowledge, threatened against it any legal proceeding that could materially adversely affect its ability to perform its obligations under this Agreement and each Confirmation.

(g) It has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that the Contractor 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.

(h) No employee of the Authority or Member Jurisdictions, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the Contractor.

Section 5.02. Upon any breach of the representations or warranties of this Article, the Authority or a Member Jurisdiction, may terminate this Agreement without liability. 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 or a Member Jurisdiction.

ARTICLE 6 - DISPUTES

Section 6.01. The Contractor and the Authority shall exercise reasonable efforts to informally resolve all disputes under this Agreement according to the procedures in Section 6.02 below, before resorting to legal action.

Section 6.02.

(a) Whenever a dispute arises under this Agreement a designated representative of each Party with authority to resolve the matter on behalf of such Party shall meet to discuss and attempt to resolve the matter.

(b) If the meeting of the designated representatives does not result in a resolution of the dispute, each Party may continue to attempt to resolve the dispute by submitting a written notice to the other Party describing the specific basis of the dispute.

(c) Within 15 calendar days after the receipt of written notice, an officer of each Party authorized to resolve such dispute shall meet and attempt to settle the dispute. If the Parties reach agreement, then they shall immediately take any action agreed upon and make any payments required. If the Parties fail to reach agreement, then this informal dispute resolution process will be deemed concluded.

Section 6.03. After unsuccessfully concluding the informal dispute resolution proceedings described in Section 6.02 above, either Party may then resort to any legal recourse available to obtain resolution of the dispute. Formal disputes shall be governed by, subject to, and construed in all respect in accordance with the laws of the State of Maryland without reference to the conflict of laws and rules thereof.

Section 6.04. The provisions of this Article 6 shall not limit the rights of the Parties to terminate this Agreement in accord with its provisions or affect the effectiveness of a termination of this Agreement or a Confirmation made in accordance with the provisions of this Agreement.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.01. The Contractor shall comply with all applicable Federal, State and local legal and regulatory requirements in the performance of its obligations under this Agreement and any Confirmation. The Contractor shall obtain and maintain, at the Contractor's own expense, any licenses, permits or insurance needed to comply with such requirements. During the term of this Agreement, the Contractor shall not at any time be in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits.

Section 7.02. The Contractor shall conduct itself in a manner consistent with its status as a contractor of the Authority and each Member Jurisdiction under the terms of this Agreement and any Confirmation and shall neither hold itself out as, nor claim to be, an agent, representative, officer or employee of the Authority or a Member Jurisdiction 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 agent, representative, officer or employee of the Authority or a Member Jurisdiction. Nothing herein shall be construed as authorizing the Contractor to enter into any contract or agreement, or to incur and obligation whatsoever, on behalf of the Authority or a Member Jurisdiction.

Section 7.03. The Contractor shall indemnify and hold harmless the Authority and its governing board, members (including the Member Jurisdictions under Confirmations), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with the Contractor's performance or omission of any act in connection with this Agreement (including any Confirmation), unless it is the result of intentional misconduct or gross negligence of the Authority and/or Member Jurisdiction; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including reasonable attorneys' fees. The provisions of this Section 7.03 shall survive, and shall continue

in full force and effect for a period of three years following the termination or expiration of this Agreement, but only to the extent that the act or event giving rise to indemnification hereunder occurred prior to such termination or expiration and only to the extent the Contractor is provided with written notice of a claim under the indemnification provisions of this Section 7.03 on or before the expiration of such three year period.

Section 7.04. The Contractor shall procure, as necessary, and maintain, until the termination of this Agreement, the insurance at the limits described in Exhibit B. The Contractor shall maintain the minimum insurance coverages required by this Agreement and ensure that the insurance policy will not be canceled, interrupted or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption or modification.

Section 7.05. Prior to the start of the term of the Agreement, the Contractor shall provide the Authority with a performance bond, letter of credit or cashier's check in the amount of \$10,000, with the obligee being the Authority, to cover the entire term of the Agreement. In the event of that Contractor secures a performance bond that expires prior to the end of the term of the Agreement, and such bond is not renewed to cover the remaining term, Contractor shall secure a replacement performance bond, in the same amount, at least 30 days prior to the expiration of the original performance bond. Prior to the start of the term of the Agreement, the Contractor shall provide the Authority with a performance bond, letter of credit or cashier's check in the amount of \$50,000 for each Confirmation with a Member Jurisdiction to which the Contractor is a party. If a Confirmation is entered into subsequent to the start of the term of the Agreement, the Contractor shall provide a performance bond, letter of credit or cashier's check in the same amount before the effective date of such Confirmation. The performance bond or letter of credit must be in effect for the term of this Agreement, and must be substantially in the form set forth in Appendix D to the Request for Proposals. In the event of that the Contractor secures a performance bond for a Confirmation that expires prior to the end of the term of the Agreement, and such bond is not renewed to cover the remaining term, Contractor shall secure a replacement performance bond, in the same amount, at least 30 days prior to the expiration of the original performance bond. If the Contractor provides a cashier's

check to the Authority, in lieu of a performance bond or letter of credit, the Authority will cash the cashier's check and hold the full amount in the Authority's checking account for the duration of the Agreement OR, at its sole option, the Authority will cash the cashier's check and the Contractor will pay for an escrow account to hold the full amount for the duration of the Agreement. Prior to the start of the term of the Agreement, the Authority will advise the Contractor as to whether or not an escrow account will be required. Upon completion or termination of the Agreement, other than upon an Event of Default, the Authority will return the full amount (or any remaining balance in the event the Authority is required to draw upon the funds as a result of Contractor's failure to perform under this Agreement or the Confirmation, as applicable) of the cashier's check to the Contractor.

Section 7.06.

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

(b) The Contractor has a special duty to the Authority and each Member Jurisdiction to maintain confidentiality of documents, information and records that come under the Contractor's control. The Contractor shall refer to the Authority any and all requests for information from persons other than employees of the Contractor, the Authority or a Member Jurisdiction.

Section 7.07. The Contractor and the Authority hereby acknowledge and agree that (a) the Authority is entering into this Agreement on behalf of and for the benefit of each Member Jurisdiction, (b) under no circumstances shall the Authority (i) have any obligation or liability to the Contractor or a Member Jurisdiction under any Confirmation, or in connection with any Transaction or (ii) be obligated to perform any obligation of the Member Jurisdiction.

Section 7.08 The Contractor shall not assign this Agreement or any Confirmation or its rights hereunder or thereunder without the prior written consent of the Authority and the Member

Jurisdiction (in the case of a Confirmation), which consent may be withheld in the exercise of the Authority's and Member Jurisdiction's sole discretion. Any assignment is in violation of this Section 7.08 and shall be null and void.

Section 7.09. The Company shall not discriminate or permit discrimination against a person because of race, color, religion, national origin or sex, sexual orientation, gender identification, age, marital status, or physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of the employment and shall comply with all applicable laws regarding equal opportunity and non-discrimination. This provision is a material term of this Agreement.

Section 7.10. This Agreement shall be governed in accordance with the laws of the State of Maryland without reference to the conflict of laws rules thereof. The Contractor and the Authority hereby agree that any legal proceedings which may arise under this Agreement shall be brought in the Circuit Court of a Member Jurisdiction which is a party to the Confirmation(s) at issue in the dispute. The Contractor agrees that it shall submit to the jurisdiction of that Circuit Court for the purposes of all legal proceedings that may arise under the Agreement.

Section 7.11. If any provision hereof shall for any reason be held to be invalid or 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 7.12. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Contractor and the Authority.

Section 7.13. All notices, consents, approvals and requests ("Notices") provided for or permitted to be given under this Agreement must be in writing, submitted by mail or email. Notices to the Authority or the Contractor must be delivered to such Party at the address for such Party set forth in first paragraph of this Agreement or to the following email addresses:

Northeast Maryland Waste Disposal Authority: authority@nmwda.org

[Contractor]: _____

Request for Proposals

Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services

November 6, 2023

Notices shall be (a) sent by certified U.S. Mail with return receipt requested (with confirmation thereof) or (b) delivered personally (including delivery by private courier services) or (c) emailed to the email addresses provided in this Section 7.13, or otherwise, as provided in writing by the designated representative of each Party. Such Notices shall be deemed to be duly given when received unless the day of receipt is not a business day, in which case such delivery shall be deemed to be made as of the next succeeding business day.

Request for Proposals
Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
November 6, 2023

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Attest:

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

By: _____
Name:
Title: Executive Director

Attest:

[COMPANY]

By: _____
Name: _____
Title: _____

Request for Proposals
Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
November 6, 2023

EXHIBIT A
CONTRACTOR'S PROPOSAL

EXHIBIT B INSURANCE REQUIREMENTS

General Insurance Requirements

- A. Company shall not commence services until Company has obtained, at Company's own expense, all of the insurance as required hereunder, and such insurance has been approved by Authority. Approval of insurance required of Company will be granted only after submission to Authority of original certificates of insurance signed by authorized representatives of the insurers.
- B. Company shall require its Subcontractors to maintain insurance during the term of the Agreement, to the same extent required of Company.
- C. All insurers underwriting Company's insurance must be allowed to do business in Maryland and acceptable to Authority. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or higher in the latest evaluation by A. M. Best Company, unless Authority grants specific approval for an exception.
- D. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until thirty (30) days prior written notice has been given to Authority.
- E. Insurance provided to Authority and its directors, officers and employees by Company shall be primary, and any other insurance, coverage or indemnity available to Authority and its directors, officers and employees shall be excess of and non-contributory with insurance provided by Company.
- F. If any liability insurance purchased by Company has been issued on a "claims made" basis, Company must comply with the following additional conditions.

Company must either:

- 1. Agree to provide certificates of insurance to Authority evidencing the coverages for a period of two years after the Agreement terminates or expires, whichever is earlier. Such certificates shall evidence a retroactive date no later than the beginning of the services under this Agreement, or
- 2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date the Agreement terminates or expires, whichever is earlier and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services under this Agreement.

Company's Liability Insurance

Company shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

1. Commercial general liability insurance that insures against claims for bodily injury, property damage, and personal and advertising injury arising out of or in connection with services under this Agreement, whether such operations be by Company, its employees or Subcontractors or their employees. The minimum limits of liability for this insurance are as follows:

- \$1,000,000 combined single limit - each occurrence
- \$2,000,000 combined single limit - general aggregate
- \$2,000,000 combined single limit - products/completed operations

aggregate This insurance shall include coverage for all of the following:

- Any general aggregate limit shall apply per project;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations;
- Contractual liability including protection for Company from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
- Liability arising from the explosion, collapse and underground (XCU) hazards.

This insurance shall name Authority and its directors, officers and employees and the affected Member Jurisdiction(s) and its directors, officers and employees as insureds with respect to liability arising out of or in connection with services under this Agreement, and must include a waiver of subrogation; the certificate of insurance must so state this.

2. Business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:

- The maintenance, use or operation of any auto; and
- Contractual liability including protection for Company from bodily injury and property damage claims arising out of liability assumed under this Agreement.

3. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard “other states” coverage and employers liability insurance with minimum limits and must include a waiver of subrogation:
 - \$100,000 each accident for bodily injury by accident;
 - \$100,000 each employee for bodily injury by disease; and
 - \$500,000 policy limit for bodily injury by disease.

4. Umbrella excess liability or excess liability insurance with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 aggregate other than products/completed operations and auto liability; and
 - \$1,000,000 products/completed operations aggregate, and including all of the following coverages on the applicable schedule of underlying insurance:
 - commercial general liability;
 - business auto liability; and
 - employer’s liability.

This insurance shall name Authority and its directors, officers and employees as insureds with respect to liability arising out of or in connection with services under this Agreement, and must include a waiver of subrogation; the certificate of insurance must so state this.

5. Environmental Liability Coverage

The Company shall acquire and maintain Environmental Impairment Liability Insurance including sudden, non-sudden and gradual exposure, for all of the Company’s operations hereunder, including but not limited to disposal of waste pursuant to the Master Service Agreement.

The Company shall purchase limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for any release of toxics or hazardous waste or other hazardous substance requiring monitoring, cleanup or corrective action under CERCLA. A combination of primary and excess coverage is acceptable, provided that there are no pollution exclusions in either policy and a waiver of subrogation is included.

The Company must provide the Authority with evidence that the disposal site owner carries insurance for site property damage. In addition, the Company must provide the Authority with evidence that the disposal site, if a landfill, carries environmental impairment liability insurance for that site of at least \$10,000,000.

EXHIBIT C

REQUIRED CONTENT OF CONFIRMATION

Monthly Fuel/Mileage Adjustor Calculation Form

For all participating members, Appendix F of the RFP

For Baltimore City, include Appendix G-1 of the RFP

For Baltimore County, include Appendix G-2 of the RFP

For Montgomery County, include Appendix G-3 of the RFP

Request for Proposals
Passenger Vehicle, Light Duty Truck, Oversize & Agricultural Tire Collection & Recycling Services
November 6, 2023

EXHIBIT D
REQUEST FOR PROPOSALS