

MASTER SERVICE AGREEMENT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

AUSTON CONTRACTING, INC

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MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) dated as of May 4, 2022 (“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 Auston Contracting Inc. (the “Contractor”) an entity in good standing under the laws of Maryland, with offices at 1202 Pauls Lane, Joppa, MD 21085. 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 The City of Baltimore, Maryland, Baltimore County, Maryland, Carroll County, Maryland, Harford County Maryland and Howard County, Maryland, (each a “Member Jurisdiction”), requires the services of a contractor to provide Used Vehicle Tire collection, transportation, processing, disposal and recycling services (the “Recycling Services”) for each Member Jurisdiction and the Contractor has been selected to provide such Recycling Services.

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 or to the Member Jurisdiction by the Contractor, 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 Used Vehicle 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. Contractor shall be obligated to accept used passenger vehicle tires, on and off the rim and light duty truck tires, on and off the rim (“Acceptable Material”). The Member Jurisdiction shall not provide Collection Containers for the acceptance of Acceptable Material at the Recycling Area, except in some cases from Baltimore City. 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 transportation, processing 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. The Member Jurisdiction will determine how many Collection and/or 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 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 dispose of all Acceptable Material placed in the Collection and/or 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 CRF 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 has 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 Container[s], 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 payment 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 Contractor, including the cost to make alternative arrangements to obtain performance of the Recycling Services should Contractor fail to provide the 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) 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 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) January 1, 2022, and ends on 11:59 p.m. (local time) June 30, 2023. Any Confirmation shall terminate according to the provisions of the Confirmation, but no later than the end of the term of this Agreement. The Agreement has four (4), one (1) -year extensions that may be exercised solely at the discretion of the Authority. The Authority will provide 60 days prior written notice for each extension period. The separate confirmations can only be extended for one (1) year periods IF the Agreement is in place.

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, 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. 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. 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). 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.

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**

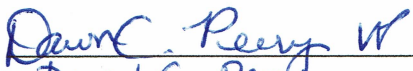
Kimberly Gordon

By: 
Name: Andrew Kays
Title: Executive Director

Attest:

Auston Contracting Inc.

Stephanie Kaspa

By: 
Name: Dawn C. Peery
Title: Vice President

March 29, 2022

Ms. Dawn C. Peery
Vice President
Auston Contracting, Inc.
1202 Pauls Lane
Joppa, Maryland 21085

via email only: auston1@verizon.net

Re: Request for Proposals (RFP) for Used Vehicle Tire Collection and Recycling Services issued by the Northeast Maryland Waste Disposal Authority (the "Authority") on September 10, 2021

Dear Ms. Peery:

In connection with the above-reference RFP, this letter shall confirm that Auston Contracting Inc. ("ACI") acknowledges and agrees to the additional terms that are hereby incorporated into any Master Service Agreement entered into between the Authority and ACI on behalf of the Authority Member Jurisdictions as set forth therein.

1. A fuel adjuster will apply to the Services performed by ACI. The attached spreadsheet provides the fuel adjuster formula reflecting the base diesel fuel cost, miles per gallon and fuel surcharge per ton to be applied. A statement of the fuel cost adjuster, including the price for the fuel at the start of the work week for the invoiced load[s], is to be included on each invoice.
2. The Environmental Liability Coverage requirement set forth in Master Service Agreement, Exhibit B, Insurance Requirements (included in the RFP) will be waived by the Authority. In lieu of the Environmental Liability Coverage, ACI acknowledges that ACI has the following bonding and security measures in effect:
 - Amendment to Security Agreement dated May 29, 2012, by and between Harford County, Maryland and Auston Contracting, Inc. (providing for security in the amount of \$71,850 to ensure that ACI's processing facility is closed in a manner that prevents erosion, health and safety hazards (amends original Security Agreement dated July 17, 2007 between the parties).

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

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

MEMBERS:

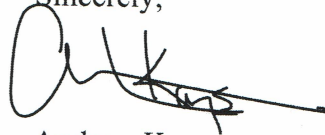
Rhody R. Holthaus, Anne Arundel County / Vacant, Baltimore City / D'Andrea L. Walker, Baltimore County / Jeffrey D. Castonguay, Carroll County
Phillip S. Harris, Frederick County / Joseph J. Siemek, Harford County / Mark A. DeLuca, Howard County / Guillermo Wainer, Montgomery County
Charles Glass, Maryland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



- Irrevocable Standby Letter of Credit (Number SM215301W) dated May 14, 2019, for the benefit of Maryland Department of Environment in the amount of \$22,228.75.
- Performance Bond dated January 15, 2022, in the amount of \$10,000 in favor of the Authority for ACI's performance under the Master Service Agreement to provide Used Vehicle Tire Collection and Recycling Services to applicable Member Jurisdictions.

All other terms and conditions of the RFP and related documents (including the Master Service Agreement) remain the same. Please indicate your acknowledgement and agreement to the terms as set forth above by signing and dating below.

Sincerely,



Andrew Kays
Executive Director

Acknowledged and Agreed to:

Auston Contracting, Inc.

By: Dawn C. Peery Vice Pres
Name: Dawn C. Peery
Title: Vice President

Date: 4-1-22

Attachment

cc:

Traci Baker, NMWDA, via email only
Kristyn Oldendorf, Baltimore City, via email only
Maria T. Myers, Carroll County, via email only
Jeffrey T. Schoenberger, P.E., Harford County, via email only

Fuel Model										
Diesel Fuel Cost		Excess Cost	Fuel Surcharge per Ton							
Base Fuel	Index Fuel	MPG	X							
\$ 4.00	\$ 4.25	4	Tons 4			Only enter in values in the yellow cells.				
Base + up to	Base + up to					Applicable Rate	Tons	\$/Ton	Accepted MPG	Fuel surcharge for the load
\$ -	\$ 0.10	\$ -	\$ -	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.11	\$ 0.20	\$ 0.15	\$0.10	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.21	\$ 0.30	\$ 0.25	\$ 0.25	*	X	\$ 0.25	4	\$ 1.00	4	\$ 4.00
\$ 0.31	\$ 0.40	\$ 0.35	\$ 0.35	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.41	\$ 0.50	\$ 0.45	\$ 0.45	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.51	\$ 0.60	\$ 0.55	\$ 0.55	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.61	\$ 0.70	\$ 0.65	\$ 0.65	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.71	\$ 0.80	\$ 0.75	\$ 0.75	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.81	\$ 0.90	\$ 0.85	\$ 0.85	*	X	\$ -	0	\$ -	0	\$ -
\$ 0.91	\$ 1.00	\$ 0.95	\$ 0.95	*	X	\$ -	0	\$ -	0	\$ -
\$ 1.01	\$ 1.10	\$ 1.05	\$ 1.05	*	X	\$ -	0	\$ -	0	\$ -
\$ 1.11	\$ 1.20	\$ 1.15	\$ 1.15	*	X	\$ -	0	\$ -	0	\$ -
\$ 1.21	\$ 1.30	\$ 1.25	\$ 1.25	*	X	\$ -	0	\$ -	0	\$ -
\$ 1.31	\$ 1.40	\$ 1.35	\$ 1.35	*	X	\$ -	0	\$ -	0	\$ -
\$ 1.41	\$ 1.50	\$ 1.45	\$ 1.45	*	X	\$ -	0	\$ -	0	\$ -
\$ 1.51	\$ 1.60	\$ 1.55	\$ 1.55	*	X	\$ -	0	\$ -	0	\$ -

Weekly Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers) maintained by the United States Energy Information Administration (EIA)

Central Atlantic (PADD 1B) No 2 Diesel Retail Prices (Dollars per Gallon)

[Central Atlantic \(PADD 1B\) No 2 Diesel Retail Prices \(Dollars per Gallon\) \(eia.gov\)](http://eia.gov)

accessed 12.20.2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1997					NA	\$ 1.24	\$ 1.22	\$ 1.23	\$ 1.22	\$ 1.27	\$ 1.27	\$ 1.25
1998	\$ 1.21	\$ 1.18	\$ 1.15	\$ 1.15	\$ 1.15	\$ 1.13	\$ 1.12	\$ 1.09	\$ 1.09	\$ 1.11	\$ 1.10	\$ 1.07
1999	\$ 1.07	\$ 1.05	\$ 1.07	\$ 1.13	\$ 1.14	\$ 1.13	\$ 1.18	\$ 1.22	\$ 1.26	\$ 1.29	\$ 1.33	\$ 1.37
2000	\$ 1.54	\$ 1.76	\$ 1.57	\$ 1.50	\$ 1.52	\$ 1.52	\$ 1.52	\$ 1.55	\$ 1.69	\$ 1.70	\$ 1.71	\$ 1.71
2001	\$ 1.65	\$ 1.59	\$ 1.49	\$ 1.52	\$ 1.52	\$ 1.52	\$ 1.46	\$ 1.44	\$ 1.51	\$ 1.40	\$ 1.34	\$ 1.27
2002	\$ 1.27	\$ 1.27	\$ 1.32	\$ 1.39	\$ 1.40	\$ 1.38	\$ 1.39	\$ 1.41	\$ 1.47	\$ 1.51	\$ 1.50	\$ 1.52
2003	\$ 1.59	\$ 1.79	\$ 1.90	\$ 1.70	\$ 1.60	\$ 1.55	\$ 1.54	\$ 1.57	\$ 1.56	\$ 1.58	\$ 1.59	\$ 1.61
2004	\$ 1.69	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.78	\$ 1.78	\$ 1.81	\$ 1.91	\$ 1.98	\$ 2.23	\$ 2.27	\$ 2.18
2005	\$ 2.15	\$ 2.17	\$ 2.33	\$ 2.40	\$ 2.32	\$ 2.41	\$ 2.50	\$ 2.58	\$ 2.91	\$ 2.96	\$ 2.67	\$ 2.59
2006	\$ 2.61	\$ 2.60	\$ 2.69	\$ 2.84	\$ 2.99	\$ 2.98	\$ 2.99	\$ 3.10	\$ 2.90	\$ 2.66	\$ 2.64	\$ 2.72
2007	\$ 2.58	\$ 2.57	\$ 2.70	\$ 2.86	\$ 2.87	\$ 2.88	\$ 2.93	\$ 2.91	\$ 3.03	\$ 3.17	\$ 3.50	\$ 3.52
2008	\$ 3.49	\$ 3.52	\$ 4.07	\$ 4.29	\$ 4.61	\$ 4.86	\$ 4.86	\$ 4.50	\$ 4.18	\$ 3.73	\$ 3.14	\$ 2.67
2009	\$ 2.50	\$ 2.43	\$ 2.31	\$ 2.40	\$ 2.39	\$ 2.65	\$ 2.66	\$ 2.75	\$ 2.74	\$ 2.79	\$ 2.92	\$ 2.87
2010	\$ 2.99	\$ 2.93	\$ 3.05	\$ 3.17	\$ 3.20	\$ 3.08	\$ 3.03	\$ 3.04	\$ 3.03	\$ 3.16	\$ 3.26	\$ 3.38
2011	\$ 3.54	\$ 3.75	\$ 4.05	\$ 4.19	\$ 4.19	\$ 4.06	\$ 4.04	\$ 4.00	\$ 3.97	\$ 3.92	\$ 4.06	\$ 3.98
2012	\$ 4.01	\$ 4.13	\$ 4.26	\$ 4.26	\$ 4.11	\$ 3.89	\$ 3.85	\$ 4.03	\$ 4.17	\$ 4.18	\$ 4.17	\$ 4.15
2013	\$ 4.10	\$ 4.22	\$ 4.16	\$ 4.02	\$ 3.92	\$ 3.91	\$ 3.94	\$ 3.98	\$ 4.03	\$ 3.96	\$ 3.91	\$ 3.98
2014	\$ 4.07	\$ 4.34	\$ 4.31	\$ 4.19	\$ 4.15	\$ 4.08	\$ 4.03	\$ 3.97	\$ 3.90	\$ 3.76	\$ 3.63	\$ 3.47
2015	\$ 3.19	\$ 3.08	\$ 3.27	\$ 3.10	\$ 3.15	\$ 3.12	\$ 3.00	\$ 2.81	\$ 2.68	\$ 2.64	\$ 2.60	\$ 2.47
2016	\$ 2.33	\$ 2.20	\$ 2.25	\$ 2.32	\$ 2.44	\$ 2.53	\$ 2.51	\$ 2.44	\$ 2.49	\$ 2.55	\$ 2.56	\$ 2.65
2017	\$ 2.79	\$ 2.77	\$ 2.75	\$ 2.77	\$ 2.75	\$ 2.70	\$ 2.68	\$ 2.76	\$ 2.91	\$ 2.93	\$ 3.03	\$ 3.06
2018	\$ 3.24	\$ 3.29	\$ 3.22	\$ 3.27	\$ 3.40	\$ 3.41	\$ 3.40	\$ 3.39	\$ 3.41	\$ 3.52	\$ 3.47	\$ 3.34
2019	\$ 3.23	\$ 3.25	\$ 3.31	\$ 3.35	\$ 3.37	\$ 3.30	\$ 3.26	\$ 3.21	\$ 3.20	\$ 3.23	\$ 3.25	\$ 3.25
2020	\$ 3.26	\$ 3.14	\$ 2.98	\$ 2.77	\$ 2.68	\$ 2.68	\$ 2.70	\$ 2.69	\$ 2.67	\$ 2.65	\$ 2.69	\$ 2.82
2021	\$ 2.90	\$ 3.04	\$ 3.27	\$ 3.26	\$ 3.37	\$ 3.44	\$ 3.48	\$ 3.48	\$ 3.50	\$ 3.73	\$ 3.85	

EXHIBIT A
CONTRACTOR'S PROPOSAL

APPENDIX E

COST PROPOSAL FORM

Proposers must submit their cost proposals per Member Jurisdiction, in the following table for loading, transportation, processing, marketing and disposal of residue.

Member Jurisdiction	Proposer Paid per Ton or (Proposer Pays per Ton) Proposer Picks Up	Proposer Paid per Ton or (Proposer Pays per Ton) Jurisdiction Delivers **Only as Noted**
Baltimore City	<ul style="list-style-type: none"> Used passenger vehicle on the rim <u>NO Bid</u> Used passenger vehicle off the rim <u>NO Bid</u> Light duty truck tires on the rim <u>NO Bid</u> Light duty truck tires off the rim <u>NO Bid</u> \$/Pound of metals reclaimed 	<ul style="list-style-type: none"> Used passenger vehicle on the rim <u>\$145.00</u> Used passenger vehicle off the rim <u>\$145.00</u> Light duty truck tires on the rim <u>\$145.00</u> Light duty truck tires off the rim <u>\$145.00</u> \$/Pound of metals reclaimed <u>NO Bid</u>
Baltimore County	<ul style="list-style-type: none"> Used passenger vehicle on the rim <u>\$165.00</u> Used passenger vehicle off the rim <u>\$165.00</u> Light duty truck tires on the rim <u>\$165.00</u> Light duty truck tires off the rim <u>\$165.00</u> \$/Pound of metals reclaimed 	
Carroll County	<ul style="list-style-type: none"> Used passenger vehicle on the rim <u>\$165.00</u> Used passenger vehicle off the rim <u>\$165.00</u> Light duty truck tires on the rim <u>\$165.00</u> Light duty truck tires off the rim <u>\$165.00</u> \$/Pound of metals reclaimed 	
Harford County	<ul style="list-style-type: none"> Used passenger vehicle on the rim <u>\$165.00</u> Used passenger vehicle off the rim <u>\$165.00</u> Light duty truck tires on the rim <u>\$165.00</u> Light duty truck tires off the rim <u>\$165.00</u> \$/Pound of metals reclaimed 	
Howard County	<ul style="list-style-type: none"> Used passenger vehicle on the rim <u>\$165.00</u> Used passenger vehicle off the rim <u>\$165.00</u> Light duty truck tires on the rim <u>\$165.00</u> Light duty truck tires off the rim <u>\$165.00</u> \$/Pound of metals reclaimed 	•

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 for recycling by the Contractor. 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.

(a) Technical and Cost Proposal Requirements

*The cost of disposal per tonnage price is at the current fuel prices, if fuel price is to go over \$4.00 per gallon there will be a surcharge added to each invoice. This amount will be determined by the national fuel surcharge charts.

Bid specifications does not have Truck Tires on OTR tires listed.
Auston Contracting, Inc is adding a price per ton for the following:

Baltimore County – Truck Tires \$185.00 per ton

- OTR Tires \$185.00 per ton
- Mixed, Truck Tires, OTR Tires, Passenger Tires, Light Truck Tires \$185.00 per ton
-

Carroll County - Truck Tires \$185.00 per ton

- OTR Tires \$185.00 per ton
- Mixed, Truck Tires, OTR Tires, Passenger Tires, Light Truck Tires \$185.00 per ton
-

Harford County - Truck Tires \$185.00 per ton

- OTR Tires \$185.00 per ton
- Mixed, Truck Tires, OTR Tires, Passenger Tires, Light Truck Tires \$185.00 per ton
-

Howard County - Truck Tires \$185.00 per ton

- OTR Tires \$185.00 per ton
- Mixed, Truck Tires, OTR Tires, Passenger Tires, Light Truck Tires \$185.00 per ton
-

Baltimore City - Truck Tires \$185.00 per ton

- OTR Tires \$185.00 per ton
- Mixed, Truck Tires, OTR Tires, Passenger Tires, Light Truck Tires \$185.00 per ton
-

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.

*NOTE: The Environmental Liability Coverage requirement is waived by the Authority. In lieu of the Environmental Liability Coverage, the Company has provided bonding and security measures as set forth in the letter agreement between the Authority and the Company (dated March 29, 2022 and attached to the Master Service Agreement)

EXHIBIT C

REQUIRED CONTENT OF CONFIRMATION

For all participating members, Appendix F of the RFP

OPERATIONS AND REPORTING REQUIREMENTS

The following must be in each confirmation pulled:

1. The [County][City] must comply with State of Maryland regulations that prohibit landfilling of scrap tires, and as such no tires collected by the [County][City] can be landfilled.
2. The [County][City] accepts scrap tires at the [SITE{S}] 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 [County][City] to realize recycling credits in accordance with the Maryland Recycling Act.
3. The Contractor shall remove scrap tires from the [SITE{S}] and shall deliver them to an MDE-licensed or approved primary scrap tire collection facility, processor, or alternative fuel utilization facility if the facility is located in Maryland. Out of state facilities to which the Contractor delivers tires shall be licensed by the state where located and shall be acceptable to MDE.
4. The [County][City] requires that all scrap tire removal services conform with MDE regulations as given in COMAR 26.04.08. Quarterly reports shall be submitted to the [County][City] detailing the amount of tires (in tons) collected from the [County][City] that are delivered to a collection facility, processed/recycled, or used for alternative fuel at licensed or approved facilities.
5. Information must be submitted for each collection/processing and/or recycling or alternative fuel facility utilized by the hauler that includes; at a minimum:
 - 5.2 Name of Facility
 - 5.3 Street Address
 - 5.4 Facility Owner
 - 5.5 Facility Manager Name, Phone Number and Email address
 - 5.6 MDE or other (if out-of-state), license number
 - 5.7 A description of the facility.
6. Quarterly reports shall be submitted no later than the 15th day of each month following the end of the reporting period. Calendar reporting periods end on the last day of the following months: March, June, September, and December. All reports shall be made in a format acceptable to the [County][City], 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 facility or facilities other than what is stated in the response to this RFP unless a written request is made to the [County][City] AND Authority and the [County][City] AND Authority approval for the change.
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:

8.2 Total weight of tires collected

8.3 Number of pulls

8.4 Rolling total costs for the contract to date for the year

8.5 Name and Location of the facility or facilities used for the contract

8.6 Copies of weigh tickets from the Member Jurisdiction and the facility or facilities used for the contract

8.7 Other information as requested by the Member Jurisdiction

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

- A. **EMPLOY BALTIMORE.** On June 9, 2011 the Mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation if the initial award exceeds \$50,000, but is \$300,000 or less. The contractor's requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)
- (1) Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)
 - (2) Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.
 - (3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.
 - (4) Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)
- B. **LOCAL HIRING.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:
- (1) The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.
 - (2) Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed.

- (3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.
- (4) For all contracts subject to the Local Hiring Law, the Contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

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

UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

- 1.1 Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.
- 1.2 The Contractor may use Baltimore County's Department of Economic and Workforce Development as a "First Source" for training and recruitment of employees. To utilize "First Source" the [Contractor/vendor] may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the [Contractor/vendor] for consideration. The [Contractor/vendor] may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit:

<http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

2. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.

- 2.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- 2.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of the contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

- 2.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,
- 2.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus, and
- 2.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

3.0 **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE):** The resulting minority and women business participation requirement for this contract is to be developed with Baltimore County.

- 3.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.
- 3.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 3.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

- 3.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

EXHIBIT D
REQUEST FOR PROPOSALS

Request for Proposals

for

**Used Vehicle Tire
Collection & Recycling Services**

by

**Northeast Maryland
Waste Disposal Authority**

Date of Issue: September 10, 2021

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**REQUEST FOR PROPOSALS (“RFP”)
USED VEHICLE 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 Used Vehicle Tire collection and recycling. This service will be provided to one or more of the Authority’s Member Jurisdictions, including Baltimore City, Baltimore County, Carroll County, Harford County and Howard County. The initial term of the Master Service Agreement (defined below) will be January 1, 2022, through June 30, 2023. However, the date on which service begins (“Operations Date”) may be different for each Member Jurisdiction.

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).

Transport Acceptable Material to an offsite Recycling Facility. 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 Used Vehicle Tire collection and recycling services throughout the length of the contract. Acceptable Material is as follows:

- Used passenger vehicle on the rim;
- Used passenger vehicle off the rim;
- Light duty truck tires on the rim; and,
- Light duty truck tires off the rim collected from the Designated Collection Sites.

The Proposer is responsible for providing containers (in some cases loading), transportation, processing, marketing recycled material and residue disposal.

The Proposer may add to the list of Acceptable Materials in its proposal but may not subtract from the list provided herein. An 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	October 7, 2021 (4:00 p.m. Local Time)
Proposal Closing Date	November 4, 2021 (4:00 p.m. Local Time)
Start Date of Master Service Agreement	January 1, 2022

2.1 PROCUREMENT

The Authority is soliciting technical and cost proposals in accordance with the requirements and allowances set forth in 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 Jurisdiction, 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 mail 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 and one printed copy (double-sided and on recycled paper). With the printed copy please submit one USB flash drive copies in portable document format (.PDF) of its technical and cost proposal. The proposal shall not be longer than 30 pages (60 sides); 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 30-page limit. Submit proposal packages to the Authority at the address listed in Section 2.2.

The technical and cost proposal must be submitted on or before 4:00 p.m. local time on November 4, 2021 (“Proposal Closing Date”).

The physical copy of the technical and cost proposals shall be sealed in a package and identified as: **“Request for Proposals for USED VEHICLE TIRE COLLECTION AND RECYCLING for the NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY” on the outside of**

the sealed package. Proposals may not be submitted by fax. The physical copy shall bear an original signature of a responsible person submitting the proposal on behalf of the company.

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. The Authority will not return the technical and cost proposals following the review and selection process.

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

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 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 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 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.

3.3 COLLECTION REQUIREMENTS

Generally, the Member jurisdictions will load the Contractors Collection Containers and call for pickup of the same. In the case of Baltimore City's 40yd roll-off containers, the Contractor is solely responsible for re-loading their containers from the Acceptable Material in the Collection Containers. Load vehicle requirements are listed in Appendix A for each site.

The Contractor's failure to remove the Acceptable Material from loaded Collection Container(s) within 24 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 fee due to the Contractor or Member Jurisdiction for the loaded Collection Container(s) for the next 24 hours and 10% for each 24 hour period afterward until the Collection and/or Collection Containers are removed. In the event the site is closed (scheduled or unscheduled) for business the day(s) after the request to swap the Collection Container(s), said Container(s) must be swapped the next operating day.

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.

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. If applicable, the Contractor or Member Jurisdiction will be paid monthly based on the net pounds of tires removed from the Designated Collection Sites, and recorded on the site's load ticket (with an allowance of 30 days from the last day of the preceding month before payment is received). The Contractor will be required to obtain and provide a weight slip from the 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.
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 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.

3.7 RECYCLING SITE(S) AND RESIDUE DISPOSAL SITES

The Contractor is required to recycle all of the Acceptable Material directed to it by the Member Jurisdictions. The Recycling Sites 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 and Acceptable Material process residue 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 process 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 CRF 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 this contract 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 10th day of each month for material collected and recycled from the preceding month, with an allowance of 60 days from the date the invoice is submitted before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include collection service, transportation, processing, marketing, residual disposal and any other incidental costs. For money owed to a Member Jurisdiction, Bank of America N.A. prime rate of interest, plus 2% will be assessed for payments received 61 days after the end of the month invoiced.

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 Site.

3.9 MONTHLY REPORTS

The Contractor must provide the Member Jurisdictions and the Authority with a monthly processing report, due by the 10th day of each month for material collected and recycled from the preceding month, with a breakdown of total pounds collected of the following commodities:

- Used passenger vehicle on the rim;
- Used passenger vehicle off the rim;
- Light duty truck tires on the rim;
- Light duty truck tires off the rim; and
- Pounds of metals reclaimed.

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 CONTRACT TERM

The initial term of the Master Service Agreement will be January 1, 2022, through June 30, 2023.

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 Site 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 Site will be the receiving facility for all Acceptable Material. All Acceptable Material will be recycled at the Recycling Site, unless sent to an approved downstream recycler.

Although not required, if a Proposer possesses any additional certifications such as Recycling Industry Operating Standard (RIOS) certification, ISO 14001 certification (for environmental management), ISO 9001 certification (for quality management), or OHSAS 18001 certification (for occupational health and safety), please include such information.

The ISO 14000 family of standards provides practical tools for companies and organizations of all kinds looking to manage their environmental responsibilities. ISO 14001:2015 and its supporting standards such as ISO 14006:2011 focus on environmental systems to achieve this goal. The other standards in the family focus on specific approaches such as audits, communications, labelling and life cycle analysis, as well as environmental challenges such as climate change.

The ISO 9000 family addresses various aspects of quality management and contains some of ISO's best-known standards. The standards provide guidance and tools for companies and organizations who want to ensure that their products and services consistently meet customers' requirements, and that quality is consistently improved. Standards in the ISO 9000 family include:

- ISO 9001:2015 - sets out the requirements of a quality management system;
- ISO 9000:2015 - covers the basic concepts and language;
- ISO 9004:2009 - focuses on how to make a quality management system more efficient and effective; and
- ISO 19011:2011 - sets out guidance on internal and external audits of quality management systems.

OHSAS 18001 is a framework for an occupational health and safety management system and is a part of the OHSAS 18000 series of standards, along with OHSAS 18002. It assists in creating the policies, procedures and controls needed to achieve the best possible working conditions and workplace health and safety, aligned to internationally recognized best practices.

Request for Proposal
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September 10, 2021

The Recycling Industry Operating Standard (RIOS) was developed by the Institute of Scrap Recycling Industries (ISRI) through its RIOS Certified Tire Recyclers program. The RIOS standard was created as an integrated quality, environmental, health and safety (QEH&S) management systems standard for the scrap industry to help scrap recyclers achieve measurable and continual improvement in their QEH&S performance. RIOS is based primarily on the requirements of ISO 9001, ISO 14001 and OHSAS 18001. While RIOS is built around the same "plan-do-check-act" model as these standards, it uses simplified language and terminology to be more easily understood. RIOS is appropriate for both small and large firms and equally applicable to all types of scrap recycling facilities (metal processors, paper packers, tire recyclers, etc.).

5. 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.

5.1 GENERAL INFORMATION ABOUT PROPOSER

The Proposer shall submit the following information:

Name of Proposer.

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 disbarred from doing business with any public jurisdiction or entity. Provide documentation that includes jurisdiction identification, cause, formal letters, emails, dates, and resolution.

5.2 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.

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

Regulatory agencies of jurisdiction, agency names, references, contacts, addresses and telephone numbers.

Year developed.

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).

Contract 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.

5.3 ACCEPTABLE MATERIAL TRANSPORT AND RECYCLING PROPOSAL REQUIREMENTS

(a) Technical and Cost Proposal Requirements

The technical proposal shall be no more than 30 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 30-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 Site:

- 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 Site over the last three years.
- Notification and circumstances of any termination of services by any government jurisdiction over the last five years

- Site capacity, in total developed area and permitted expansion area.
- List of jurisdictions in which disposal site is located (County, Port District, etc.).
- Description of backup management method, authorization for use, and site (name, address) if primary facility unavailable.
- 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 management site.

5.4 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.

5.5 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 Used Vehicle Tire collection and recycling services.
- Certified audited financial statements or annual financial reports for the past two fiscal years to include at a minimum, income statements, balance sheets, and statements of changes in financial position. If less than two years of financial statements are available, this information should be provided to the fullest extent possible.
- Copies of the latest quarterly and/or annual financial report.
- 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.

5.6 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.

5.7 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.

5.8 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 a selection committee to review the technical and cost proposals. The selection 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 selection committee in order of best value to the Authority. Based on the outcome of the evaluation, the selection 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 contract 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.
 - Information for any certifications such as Recycling Industry Operating Standard (RIOS) certification, ISO 14001 certification (for environmental management), ISO 9001 certification (for quality management) or OHSAS 18001 certification (for occupational health and safety).

ii. Prior Experience

- Meeting or exceeding performance measures at very similar facilities.
- Performance history of the proposed Recycling Site(s). This includes compliance and adherence to federal, state, and local laws and regulations and clear evidence that the facility(s) are permitted to accept all Member Jurisdictions' tires recycling 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 Site(s).
- 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	Needed/Average Pickups per Month*
Baltimore City				
Eastern Sanitation Yard	6101 Bowley's Lane Baltimore, MD 21206	39.314732, -76.545949	City supplied roll-off containers from City collections will be dropped; vendor loads from roll-offs into their Collection Container.	8
Northwest Sanitation Yard	2840 Sisson Street Baltimore, MD 21211	39.319755, -76.62667	City supplied roll-off containers from City collections will be dropped; vendor loads from roll-offs into their Collection Container.	8
Quarantine Road Landfill	6100 Quarantine Road Baltimore, MD 21226	39.208131, -76.558535	City supplied roll-off containers from City collections will be dropped; vendor loads from roll-offs into their Collection Container.	8
Northwest Transfer Station	5030 Reisterstown Road Baltimore, MD 21215	39.3415, -76.68147	City supplied roll-off containers from City collections will be dropped; vendor loads from roll-offs into their Collection Container.	8
Baltimore County				
Western Acceptance Facility	3310 Transway Road Halethorpe, MD 21227	39.228893, -76.671055	Vendor 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	Vendor 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	Vendor provided 48' trailers. Stairs are available for the residents to access the trailer. Trailers are removed by the vendor when full.	1-33
Carroll County				
Northern Landfill	1400 Baltimore Blvd. Westminster, MD 21157	39.549504, -76.94383	Vendor provided open top 40yd container	
Harford County				
Harford Waste Disposal Center	3241 Scarboro Road Street, MD 21154	39.6412905388 5569, - 76.2984523429 6124	Vendor provided open top 50yd 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

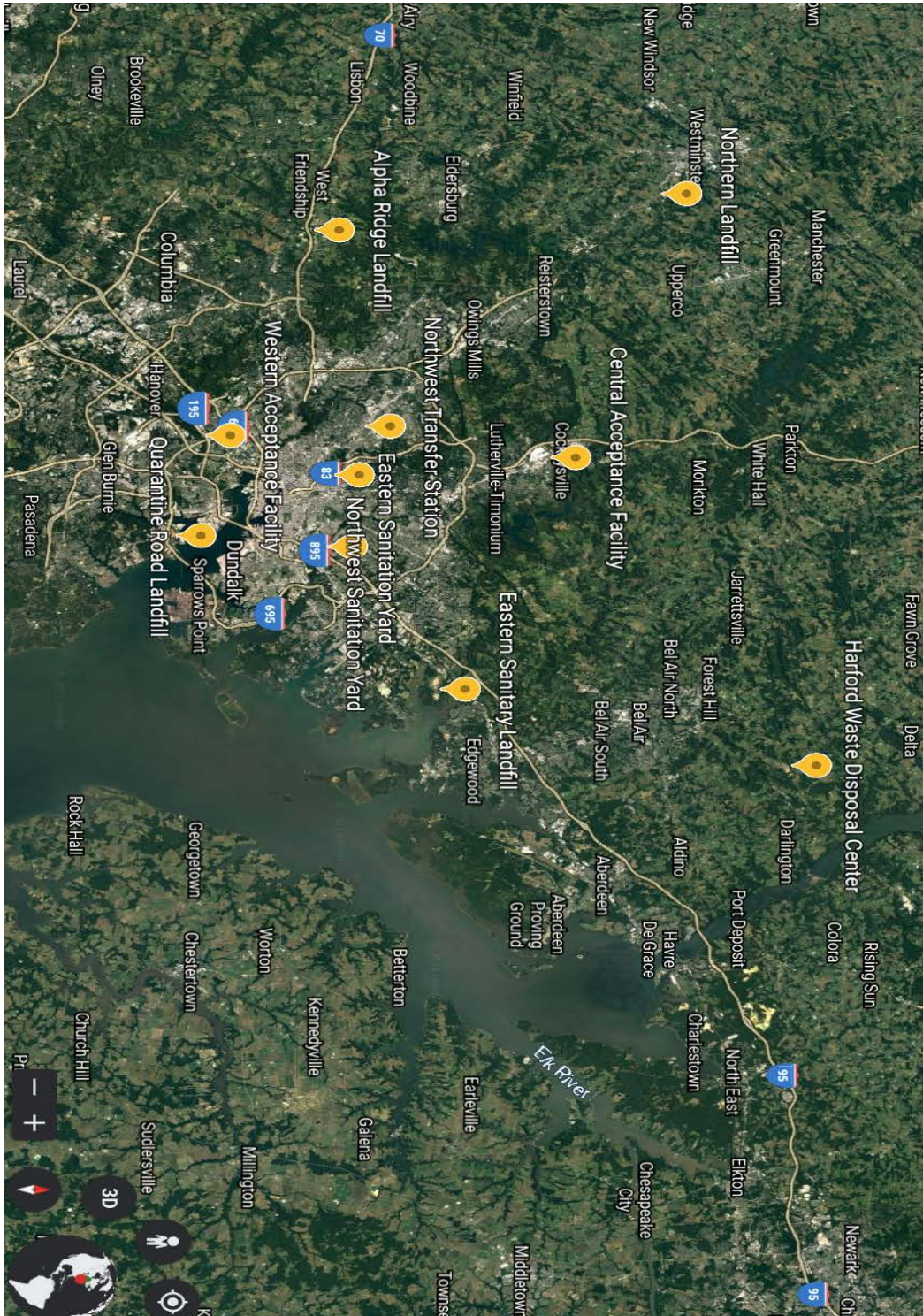
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Howard County				
Alpha Ridge Landfill	2350 Marriottsville Road Marriottsville MD 21104	39.3051600246 3072, - 76.9018893870 8386	40-yard roll-off containers can be staged and loaded by the County in the designed 100' x 100' paved secondary scrap tire storage area. The County will notify the Contractor when service is needed. The area has a permit limit of 1,500 tires	2-4

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

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, 2019	2015-2019	2015-2019	2015-2019
Baltimore City (LINK)	593,490	239,116	2.45	\$50,379
Baltimore County (LINK)	827,370	313,519	2.58	\$76,866
Carroll County (LINK)	168,447	60,758	2.71	\$96,769
Harford County (LINK)	255,441	93,955	2.67	\$89,147
Howard County (LINK)	325,690	114,170	2.77	\$121,160

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Commodity Breakdown Member Jurisdiction Data (Tons) 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)	Total Tons
Baltimore City					309.03
Baltimore County					323
Carroll County*					408
Harford County					125.70
Howard County+					275.99

Commodity Breakdown Member Jurisdiction Data (Tons) FY (2019)					
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)	Total Tons
Baltimore City^					126.84
Baltimore County					375
Carroll County*					362
Harford County					129.07
Howard County+					262.12

Commodity Breakdown Member Jurisdiction Data (Tons) FY (2018)					
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)	Total Tons
Baltimore City					
Baltimore County					327
Carroll County*					360
Harford County					128.37
Howard County+					

*Calendar reporting

^ January through June of 2019

+ FY21: 215.59

APPENDIX C

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Receipt of Addenda for the Request for Proposals for

**USED VEHICLE 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: _____, 2021

Date Bond Executed: _____, 2021

Master Service Agreement to provide Used Vehicle 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.

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)

.....

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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 Used Vehicle Tire Collection and Recycling Services to the Authority as set forth in the “**Master Service Agreement**,” dated _____, 2021__ (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 effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

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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 and disposal of residue.

Member Jurisdiction	Proposer Paid per Tire or (Proposer Pays per Tire)
Baltimore City	<ul style="list-style-type: none"> • Used passenger vehicle on the rim _____ • Used passenger vehicle off the rim _____ • Light duty truck tires on the rim _____ • Light duty truck tires off the rim _____ • \$/Pound of metals reclaimed _____
Baltimore County	<ul style="list-style-type: none"> • Used passenger vehicle on the rim _____ • Used passenger vehicle off the rim _____ • Light duty truck tires on the rim _____ • Light duty truck tires off the rim _____ • \$/Pound of metals reclaimed _____
Carroll County	<ul style="list-style-type: none"> • Used passenger vehicle on the rim _____ • Used passenger vehicle off the rim _____ • Light duty truck tires on the rim _____ • Light duty truck tires off the rim _____ • \$/Pound of metals reclaimed _____
Harford County	<ul style="list-style-type: none"> • Used passenger vehicle on the rim _____ • Used passenger vehicle off the rim _____ • Light duty truck tires on the rim _____ • Light duty truck tires off the rim _____ • \$/Pound of metals reclaimed _____
Howard County	<ul style="list-style-type: none"> • Used passenger vehicle on the rim _____ • Used passenger vehicle off the rim _____ • Light duty truck tires on the rim _____ • Light duty truck tires off the rim _____ • \$/Pound of metals reclaimed _____

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 for recycling by the Contractor. 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.

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The Proposer may leave any line-item blank for which the Proposer is not interested in submitting a price. 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% MBE and 3% 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. 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.

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 pulled:

1. The [County][City] must comply with State of Maryland regulations that prohibit landfilling of scrap tires, and as such no tires collected by the [County][City] can be landfilled.
2. The [County][City] accepts scrap tires at the [SITE{S}] 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 [County][City] to realize recycling credits in accordance with the Maryland Recycling Act.
3. The Contractor shall remove scrap tires from the [SITE{S}] and shall deliver them to an MDE-licensed or approved primary scrap tire collection facility, processor, or alternative fuel utilization facility if the facility is located in Maryland. Out of state facilities to which the Contractor delivers tires shall be licensed by the state where located and shall be acceptable to MDE.
4. The [County][City] requires that all scrap tire removal services conform with MDE regulations as given in COMAR 26.04.08. Quarterly reports shall be submitted to the [County][City] detailing the amount of tires (in tons) collected from the [County][City] that are delivered to a collection facility, processed/recycled, or used for alternative fuel at licensed or approved facilities.
5. Information must be submitted for each collection/processing and/or recycling or alternative fuel facility utilized by the hauler that includes; at a minimum:
 - 5.2 Name of Facility
 - 5.3 Street Address
 - 5.4 Facility Owner
 - 5.5 Facility Manager Name, Phone Number and Email address
 - 5.6 MDE or other (if out-of-state), license number
 - 5.7 A description of the facility.
6. Quarterly reports shall be submitted no later than the 15th day of each month following the end of the reporting period. Calendar reporting periods end on the last day of the following months: March, June, September, and December. All reports shall be made in a format acceptable to the [County][City], 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 facility or facilities other than what is stated in the response to this RFP unless a written request is made to the [County][City] AND Authority and the [County][City] AND Authority approval for 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:
 - 8.2 Total weight of tires collected
 - 8.3 Number of pulls
 - 8.4 Rolling total costs for the contract to date for the year
 - 8.5 Name and Location of the facility or facilities used for the contract
 - 8.6 Copies of weigh tickets from the Member Jurisdiction and the facility or facilities used for the contract
 - 8.7 Other information as requested by the Member Jurisdiction

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APPENDIX G-1

Baltimore City Specific Requirements

To be included in the City Confirmation

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A. **EMPLOY BALTIMORE.** On June 9, 2011 the Mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation if the initial award exceeds \$50,000, but is \$300,000 or less. The contractor's requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)

- (1) Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)
- (2) Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.
- (3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.
- (4) Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)

B. **LOCAL HIRING.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

- (1) The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.
- (2) Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments

under the contract or agreement, unless and until the employment analysis is performed.

- (3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.
- (4) For all contracts subject to the Local Hiring Law, the Contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

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APPENDIX G-2

Baltimore County Specific Requirements

To be included in the County Confirmation

1. **UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.**

1.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

1.2 The Contractor may use Baltimore County’s Department of Economic and Workforce Development as a “First Source” for training and recruitment of employees. To utilize “First Source” the [Contractor/vendor] may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the [Contractor/vendor] for consideration. The [Contractor/vendor] may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit:

<http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

2. **MWB/WBE and/or ECONOMIC BENEFIT FACTOR.**

2.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

2.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of the contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

- 2.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,
- 2.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus, and
- 2.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

3.0 **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE):** The resulting minority and women business participation requirement for this contract is to be developed with Baltimore County.

- 3.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.
- 3.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 3.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal.

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Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

- 3.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

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APPENDIX H

MASTER SERVICE AGREEMENT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

[CONTRACTOR]

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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] 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 The City of Baltimore, Maryland, Baltimore County, Maryland, Carroll County, Maryland, Harford County Maryland and Howard County, Maryland, (each a “Member Jurisdiction”), requires the services of a contractor to provide Used Vehicle Tire collection, transportation, processing, disposal and recycling services (the “Recycling Services”) for each Member Jurisdiction and the Contractor has been selected to provide such Recycling Services.

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 or to the Member Jurisdiction by the Contractor, 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 Used Vehicle 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. Contractor shall be obligated to accept used passenger vehicle tires, on and off the rim and light duty truck tires, on and off the rim (“Acceptable Material”). The Member Jurisdiction shall not provide Collection Containers for the acceptance of Acceptable Material at the Recycling Area, except in some cases from Baltimore City. 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 transportation, processing 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. The Member Jurisdiction will determine how many Collection and/or 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 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 dispose of all Acceptable Material placed in the Collection and/or 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 has 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 Container[s], 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 payment 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 Contractor, including the cost to make alternative arrangements to obtain performance of the Recycling Services should Contractor fail to provide the 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) 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 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) January 1, 2022, and ends on 11:59 p.m. (local time) June 30, 2023. Any Confirmation shall terminate according to the provisions of the Confirmation, but no later than the end of the term of this Agreement. The Agreement has four (4), one (1) -year extensions that may be exercised solely at the discretion of the Authority. The Authority will provide 60 days prior written notice for each extension period. The separate confirmations can only be extended for one (1) year periods IF the Agreement is in place.

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, 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. 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. 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). 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.

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 Proposal
Used Vehicle Tire Collection & Recycling Services
September 10, 2021

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.

Request for Proposal
Used Vehicle Tire Collection & Recycling Services
September 10, 2021

EXHIBIT C

REQUIRED CONTENT OF CONFIRMATION

Request for Proposal
Used Vehicle Tire Collection & Recycling Services
September 10, 2021

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

Request for Proposal
Used Vehicle Tire Collection & Recycling Services
September 10, 2021

EXHIBIT D

REQUEST FOR PROPOSALS