

MEMORANDUM

TO: RFP Recipients

FROM: Kitty McIlroy *KM*
Project Manager

DATE: December 20, 2023

SUBJECT: Addendum No. 2 to the Request for Proposals (“RFP”) for Passenger Vehicle, Light Duty Truck, Oversize and Agricultural Tire Collection and Recycling Services, dated November 6, 2023.

This Addendum No. 2 is to amend the RFP and answer Proposer Questions that were submitted in writing after the Question Submittal Date on December 5, 2023. Answers issued by written addenda will be binding on the Authority and the Proposers, including the answers provided below.

1. **Question:** Background and Purpose-This states that the term of the master agreement will be from July 1, 2024 to June 30, 2029. How will this affect the current contract that is in place for the counties under the Authority.

Answer: The Member Jurisdictions with services available under the existing Master Service Agreement will have the option to transition to services under the newly awarded Master Services Agreement.

2. **Question:** In 3.8 it says contractor can accept or reject before is leave the site. The acceptable material is listed, but what happens if in a designated container on the very bottom is trash and debris? You can't see that from the top of the can until it is starting to get dumped out. How would that be handled?

Answer: It is the Contractor's responsibility to manage any non-Acceptable Material received at its Recycling Facility. It is the Proposer's responsibility to estimate and include any potential non-Acceptable Material residue and residual disposal costs into the per ton cost within the Cost Proposal Form for each Member Jurisdiction, as requested in Appendix E.

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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 / Clifford J. Engle, Carroll County
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Charles Glass, Maryland Environmental Service / Andrew Kays, Executive Director



3. **Question:** 3.3 Collection Requirements - this states that tires have to be picked up within 48 hours. In this new day and age that we are in, 48 hours is not an acceptable time frame to have the locations serviced. In most cases this can be done. But there is some that may take a little longer.

Answer: The following language in Section 3.3 of the RFP:

“The Contractor’s failure to (1) remove the Acceptable Material from loaded Collection Container(s) or (2) accept loads of Acceptable Materials within 48 hours (or by the next business day) or the timeframe set forth in the Confirmation, if different, may, at the Member Jurisdiction’s discretion, cause the Contractor to pay damages to the Member Jurisdiction in the amount of 25% of the total fee due to the Contractor or Member Jurisdiction for the loaded Collection Container(s) for the next 24 hours and 10% of the total fee for each 24 hour period afterward until the collection occurs and/or Collection Containers are removed or Acceptable Materials are accepted.

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

Shall be replaced with the following language (with bold text noting new text):

“The Contractor’s failure to (1) remove the Acceptable Material from loaded Collection Container(s) or (2) accept loads of Acceptable Materials within **48 OR 72 hours per the Appendix E Cost Proposal Form and selected pricing by each applicable Member Jurisdiction Confirmation** (or the next succeeding business or operations day , if the date of performance falls on a Saturday, Sunday or legal holiday, and/or otherwise determined in the Member Jurisdiction’s Confirmation) or the timeframe set forth in the Confirmation, if different, may, at the Member Jurisdiction’s discretion, cause the Contractor to pay damages to the Member Jurisdiction in the amount of 25% of the total fee due to the Contractor or Member Jurisdiction for the loaded Collection Container(s) for the next 24 hours and 10% of the total fee for each 24 hour period afterward until the collection occurs and/or Collection Containers are removed or Acceptable Materials are accepted.

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

Additionally, the following language in Appendix A of the RFP:

“The Contractor must provide additional pickups at the request of the Member Jurisdictions for a holiday, as long as 48 hours’ prior written notice is provided.”

Shall be replaced with the following language (with bold text noting new text):

“The Contractor must provide additional pickups at the request of the Member Jurisdictions for a holiday, as long as **48 OR 72** hours’ prior written notice is provided, **per the Appendix E Cost Proposal Form and selected pricing by each applicable Member Jurisdiction Confirmation.**”

4. **Question:** 3.6 Weigh Procedures - this lists that the payment shall be based on the net pounds recorded. In this line of work, Tires are done by the ton you take the net pounds and dived this by 2000 to calculate the tonnage. That would be the correct way of calculating the number of tires. Can you change the price sheet to be per ton?

Answer: The Appendix E Cost Proposal Form shall be replaced with the attached, updated Appendix E Cost Proposal Form.

Additionally, the following language in Section 3.6 Weigh Procedures of the RFP:

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

Shall be replaced with the following language (with bold text noting new text):

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

Additionally, please see the Answer provided to Question #6 below, regarding updated language for Section 3.9 Monthly Reports of the RFP.

Additionally, the following language in Section 5.2 Acceptable Material Transport and Recycling Proposal of the RFP:

“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.”

Shall be replaced with the following language (with bold text noting new text):

“The cost proposal must be submitted in the format in Appendix E to this RFP. The Proposer must provide pricing on a per **ton** 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.”

5. **Question:** 3.6 Weigh Procedures - number 8 Scale at Designated Collection Site. Would you allow the recycling facility to use their Scale

Answer: The following language in Section 3.6 Weigh Procedures of the RFP:

“If there is no scale or if the scale at the Designated Collection Site(s) is unavailable, then the Contractor shall weigh the vehicles at a site designated by the Member Jurisdiction or at certified scales approved by the Authority and the Member Jurisdiction in writing, which may include the Contractor’s Recycling Facility.”

Shall be replaced with the following language (with bold text noting new text):

“If there is no scale or if the scale at the Designated Collection Site(s) is unavailable, then the Contractor shall weigh the vehicles at a site designated by the Member Jurisdiction or at certified scales approved by the Authority and the Member Jurisdiction in writing, which may include the Contractor’s Recycling Facility. **The Member Jurisdiction may also utilize the Contractor’s certified scale at its Recycling Facility, for any other reason, if approved by the Member Jurisdiction in writing.**”

6. **Question:** 3.8 Service Fee -Payment states up to 60 days from the date an acceptable invoice. This is not acceptable terms of payment for a small business. You have the billing listed as once a month, and payment up to 60 days. If we bill once a month then truthfully, we will not be getting paid for up to 90 days. Currently we bill out weekly and paid within 30 days from date of invoice.

Answer: The following language in Section 3.8 Service Fee of the RFP:

“As provided in the Contractor’s cost proposal, incorporated into the Master Service Agreement, either the Authority (or individual Member Jurisdictions) will pay the Contractor, the Contractor will pay the Authority (or individual Member Jurisdictions) or neither the Authority (or individual Member Jurisdictions) or the Contractor will pay the other party. The payments will occur monthly (the Contractor must provide an invoice or payment, due by the 15th day of each month for material collected and recycled from the preceding month, with an allowance of 60 days from the date an acceptable invoice is submitted before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include collection service (as adjusted by CPI and fuel, as applicable), transportation, processing, marketing, recycling, residual disposal and any other incidental costs, as applicable.”

Shall be replaced with the following language (with bold text noting new text):

“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 **weekly, every two weeks or monthly, per Member Jurisdiction written approval**, (the Contractor must provide an invoice or payment **weekly or every two weeks as applicable, or** due by the 15th day of each month (**for monthly payments as applicable**) for material collected and recycled from the preceding month, with an allowance of **45** days from the date an acceptable invoice is submitted before payment is received) for all Acceptable Material transferred from the Designated Collection Sites. The Service Fee must include collection service (as adjusted by CPI and fuel, as applicable), transportation, processing, marketing, recycling, residual disposal and any other incidental costs, as applicable.”

Additionally, the following language in Section 3.9 Monthly Reports of the RFP:

“Monthly Reports

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

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

- Oversize tires (33"+) off the rim*;
- Agriculture tires* on the rim; and,
- Agriculture tires* off the rim.

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

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

Shall be replaced with the following language (with bold text noting new text):

“Weekly, Every Two Weeks or Monthly Reports”

The Contractor must provide the Member Jurisdictions and the Authority with a **weekly, every two weeks or** monthly processing report, **due weekly, every two weeks or** by the 15th day of each month, **as applicable and per Member Jurisdiction written approval**, for material collected and recycled from the preceding **term**, with a breakdown of total **tons** collected of the following commodities, as applicable. The Authority and Member Jurisdictions will provide the specifications, in writing, for the breakdown of total **tons** with respect to the following:

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

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

The Contractor must provide an electronic **weekly, every two weeks or** monthly recycling report, **as applicable**, accompanied by copies of all weight tickets. Weight tickets must reconcile to the **weekly, every two weeks or** monthly report, **as applicable.**”

Additionally, the following language in Section 3.6 Weigh Procedures of the RFP:

“Upon entering the Designated Collection Site, the Contractor will weigh-in the collection vehicle at the scale house. Once the vehicle is loaded it will weigh-out before leaving the Designated Collection Site. A scale ticket will be produced by the scale attendant and given to the Contractor which identifies the net load weight which will be the basis for monthly payments.”

Shall be replaced with the following language:

“Upon entering the Designated Collection Site, the Contractor will weigh-in the collection vehicle at the scale house. Once the vehicle is loaded it will weigh-out before leaving the Designated Collection Site. A scale ticket will be produced by the scale attendant and given to the Contractor which identifies the net load weight which will be the basis for payments.”

Additionally, the following language in Appendix F of the RFP:

“The Member Jurisdiction requires that all scrap tire removal services conform with MDE regulations as given in COMAR 26.04.08. Monthly reports shall be submitted to the Member Jurisdiction detailing the amount of tires (in pounds) collected from the Member Jurisdiction that are delivered to a Recycling Facility, processed/recycled, or used for alternative fuel at licensed or approved Recycling Facilities.”

Shall be replaced with the following language (with bold text noting new text):

“The Member Jurisdiction requires that all scrap tire removal services conform with MDE regulations as given in COMAR 26.04.08. Reports shall be submitted to the Member Jurisdiction detailing the amount of tires (in **tons**) collected from the Member Jurisdiction that are delivered to a Recycling Facility, processed/recycled, or used for alternative fuel at licensed or approved Recycling Facilities.”

And the following language in Appendix F of the RFP:

“Monthly reports shall be submitted no later than the 15th day of each month, along with the monthly invoice. All reports shall be made in a format acceptable to the Member Jurisdiction, with a copy to the Authority. All tire hauling within the State of Maryland shall be performed by vehicles and contractors licensed by the MDE. The Contractor may not take scrap tires to a Recycling Facility other than what is stated in the response to this RFP unless a written request is made to the Member Jurisdiction AND Authority and the Member Jurisdiction AND Authority provide written approval of the change.”

Shall be replaced with the following language (with bold text noting new text):

“Reports shall be submitted **in writing** no later than **weekly, every two weeks or** the 15th day of each month, **as applicable**, along with the **weekly, every two weeks or** monthly invoice, **per Member Jurisdiction written approval**. All reports shall be made in a format acceptable to the Member Jurisdiction, with a copy to the Authority. All tire hauling within the State of Maryland shall be performed by vehicles and contractors licensed by the MDE. The Contractor may not take scrap tires to a Recycling Facility other than what is stated in the response to this RFP unless a written request is made to the Member Jurisdiction AND Authority and the Member Jurisdiction AND Authority provide written approval of the change.”

Additionally, the following language in Section 2.10 of the Master Service Agreement in Appendix H to the RFP:

“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.”

Shall be replaced with the following language (with bold text noting new text):

“Each **week, every two weeks or** month, **as applicable**, 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 **term**. 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 **45** days after the end of the **term** invoiced."

Additionally, the following language in Section 3.01 of the Master Service Agreement in Appendix H to the RFP:

"(3) failure of the Contractor to provide required invoices, recycling reports and weight tickets or make required payments within 60 days after the date due pursuant to Section 2.10"

Shall be replaced with the following language (with bold text noting new text):

"(3) failure of the Contractor to provide required invoices, recycling reports and weight tickets or make required payments within **45** days after the date due pursuant to Section 2.10"

Additionally, the following language in the Table of Contents of the RFP:

"3.9 Monthly Reports"

Shall be replaced with the following language (with bold text noting new text):

"3.9 **Weekly, Every Two Weeks or** Monthly Reports"

7. **Question:** 3.10 Agreement Terms: this states the Member Jurisdiction may begin and end services at any point. What do you mean can end service at any point. Will we be given a written notice.

Answer: The Authority and Member Jurisdiction will always provide the required written notice for start or end dates for Confirmations. More specifically, per Section 3.10 of the RFP "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." Additionally, per Section 3.06 of the Master Service Agreement (Appendix H of the RFP) "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."

- 8. Question:** Appendix F- Number 6 Monthly reports and invoicing. Can the invoices be done daily or weekly, example we pick up on 11/3/23 the invoice would be billed on 11/4/23 instead of once a month, which would mean that there is already 30 days waited for payment.

Answer: Please see the Answer to Question #6 above.

- 9. Question:** Appendix E - cost proposal form. To clarify it, we do not have to bid on all line items. If we were to become the contractor and we had left a line-item blank would we still be able to do the service after we submitted a price. For example: If we Don't Bid on MDE Scrap Tire Resident Drop-off Day Events. Due to based on previous experience the price given now may not be the price 3 years from now. They don't do these events every year.

Answer: The Authority's understanding is that the Maryland Department of the Environment provides flat annual grant funding (when available) to jurisdictions, for various collection events, that are not dependent or based on specific per ton pricing, thus this does not affect the Proposer's ability to submit per ton pricing for the collection events as listed in Appendix E. The Member Jurisdictions shall utilize and pay for collection event services by the grants provided by the Maryland Department of the Environment per the cost proposals submitted in Appendix E under the resulting Master Service Agreement and related Confirmations.

- 10. Question:** I am sending this email to get more information about the posted request for a contractual agreement. I want to inquire about the current contact to identify what can be considered for the future bid.

Answer: Please see the attached, executed Master Service Agreement for current tire collection and recycling services for certain Member Jurisdictions, with the applicable pricing.

Attachment