

REQUEST

FOR

PROPOSALS

FOR

TRANSFER STATION RETROFIT CONSTRUCTION SERVICES

AT THE

**FREDERICK COUNTY REICHS FORD LANDFILL IN FREDERICK
COUNTY, MARYLAND**

Issued: March 28, 2025

RFP Due Date: May 5, 2025

RFP Due Time: 4:00 PM Local Time

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY
REQUEST FOR PROPOSALS
FOR
TRANSFER STATION RETROFIT CONSTRUCTION SERVICES
AT THE REICHS FORD LANDFILL IN FREDERICK COUNTY, MARYLAND

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is requesting proposals from qualified construction contractors to retrofit the Frederick County Transfer Station located at the Reichs Ford Landfill in Frederick County, Maryland. The retrofit is to construct access portals to the Western wall of Transfer Station for purposes of allowing smaller haulers to manually unload their vehicles directly to the tipping floor from outside of building. The scope of work shall be performed in accordance with Exhibit (1-3) including the attached technical specifications prepared by the Authority’s engineer, Geosyntec Consultants.

The Authority was established as a public corporation by Chapter 871, Acts of 1980 to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Participating jurisdictions include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery Counties. The Authority acts as a coordinating and management agency for solid waste management projects. Additional information can be found on the Authority website, www.nmwda.org.

Copies of the RFP are available from the Northeast Maryland Waste Disposal Authority at procurement@nmwda.org.

Proposals will be accepted until 4:00 p.m. local time on Monday, May 5, 2025.

PROPOSER'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

Email: _____

(2nd) Name: _____

(optional)

Title: _____

Email: _____

Company: _____

Address: _____

Telephone Number: _____

Please email completed form to procurement@nmwda.org.

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402, 100 South Charles Street
Baltimore, MD 21201-2705

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY
REQUEST FOR PROPOSALS
FOR
TRANSFER STATION RETROFIT CONSTRUCTION SERVICES
AT THE REICHS FORD LANDFILL IN FREDERICK COUNTY, MARYLAND

Proposers are invited to submit proposals in conformance with the requirements described below:

PART 1 - RFP INFORMATION

1.1 PURPOSE :

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is requesting proposals from qualified construction contractors for the retrofit of the Frederick County Transfer Station as set forth in Exhibit (1-3) including Technical Specifications and Drawings. The purpose of the retrofit is to provide a separate unloading area for small, non-commercial loads, by adding four portal openings on the western side of the Transfer Station building.

Exhibit 1-3 includes project description and scope (Technical Specifications and Drawings)

1.2 CONTACT PERSON:

Any communication regarding this RFP must be made to the attention of “RFP for Transfer Station Retrofit Construction Services” in writing, and directed to procurement@nmwda.org or Northeast Maryland Waste Disposal Authority, 100 South Charles Street, Tower II – Suite 402, Baltimore, MD 21201. Prior to release of the RFP, during the Proposer RFP preparation and during the determination and selection process by the Evaluation Committee, Proposers shall not initiate any communications related to this RFP with Authority staff outside of communication with procurement@nmwda.org, or with any employees or local elected officials of any Member Jurisdiction. Any RFP related communications other than to procurement@nmwda.org may result in the disqualification of the Proposer.

1.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A non-mandatory in-person pre-proposal meeting will be held on Thursday, April 17, 2025 at 10:00 AM, Local Time. The meeting will take place at the Frederick County Reichs Ford Landfill Administrative Offices. A tour of the Transfer Station will follow. Proper Personal Protection Equipment (“PPE”) will be required to participate in the site tour (closed toe shoes and long pants). Please RSVP to procurement@nmwda.org by 12:00 PM, Tuesday, April 15, 2025.

1.4 WRITTEN QUESTIONS

Prospective Proposers may submit written questions only concerning this RFP to the attention of “RFP for Transfer Station Retrofit Construction Services”, to procurement@nmwda.org. Questions may be submitted via email by 4:00 PM, Local Time, on Tuesday, April 22, 2025. The Authority will endeavor to respond in writing to requests for information submitted by the deadline, however, the Authority makes no assurance that written responses will be tendered if, in the option of the Authority, such information is evident in the RFP or goes beyond the intended scope of this RFP. Any written responses to questions made shall be emailed to all prospective Proposers who received a copy of this RFP. Only answers issued by formal addenda will be binding on the Authority.

1.5 AMENDMENT OR CANCELLATION OF THIS RFP

If this RFP requires amendment, written notice of the amendment will be given by means of an addendum to all prospective Proposers who requested a copy of this RFP or who submitted the Proposer’s Contact Information Form. Receipt of addenda must be acknowledged in writing by prospective Proposers to the Authority. Acknowledgement by email is permitted. Proposer initialed copies of the acknowledgement are to be included in the proposal. The Authority reserves the right to modify, amend, or cancel this RFP if the Authority determines, in its sole discretion, that it is in the best interest of the Authority to do so.

1.6 SUBMISSION REQUIREMENTS

The response to this RFP must be submitted by email to procurement@nmwda.org, with the subject line “RFP for Transfer Station Retrofit Construction Services” no later than 4:00 PM, Local Time, on Monday, May 5, 2025 (the “Closing Date”). Any proposals received after the Closing Date will not be considered.

Please include a complete proposal as a PDF. The Proposal shall be organized as follows:

Section 1 – Transmittal Letter – Shall reference the RFP, the project, and other relevant information regarding the Proposer in a clear and concise manner.

Section 2 – Organizational Chart and Key Personnel Matrix – showing key individuals and area(s) of experience who will be responsible for the construction services herein.

Section 3 – Description of Key Projects (highlighting experience in Maryland).

Section 4 – Work Plan with Detailed Sequence of Construction Schedule per the requirements of Technical Specifications. The Proposer shall describe their approach to the technical performance of the construction work and their adherence to the administrative requirements for coordination, notification and documentation with the Authority, Design Engineer, and the County. The Proposer shall also prepare a detailed sequence of construction to demonstrate their understanding of the Technical Specifications and Drawings as well as a detailed construction schedule. In addition to construction schedule, the contractor awarded the work will be required to provide a health and safety plan and construction quality control (CQC) subconsultant (if unable to self-perform CQC). Contractor will be required to perform construction quality control field and laboratory testing as required by the drawings and technical specifications.

1.7 DISCLOSURE

Proposals submitted in response to this RFP are subject to the Maryland Public Information Act (MPIA). Proposers should identify those portions of their proposals that they consider to contain confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Authority under the MPIA. Proposers are advised that, upon request for this information from a third party, the Authority is required to make an independent determination whether the information can be withheld 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.

1.8 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the Proposer accepts all terms and conditions set forth in this RFP, the draft Construction Services Contract, and the Technical Specifications (including Drawings), unless otherwise agreed to, in writing, during the question and clarification period.

Furthermore, by submitting a proposal in response to this RFP, the Proposer accepts and acknowledges that the Authority (including Design Engineer) is performing this project in conjunction with Frederick County and its designated staff and agents will be an integral project partner and deliverable reviewer on all project-related activities.

1.9 INCURRED EXPENSES

The Authority is not responsible for any expenses which Proposers may incur in preparation and submitting proposals.

1.10 PROCUREMENT REGULATIONS

This RFP and any Contract entered into as a result thereof, is not subject to the provisions of the State Finance and Procurement Article, but is governed by Section 3-921 of the Natural Resources Article of the Annotated Code of Maryland and COMAR 14.13.01.01 et seq.

PART II – CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT

The RFP, Exhibits, and the resulting Contract thereto to be entered into as a result of this RFP shall be by and between the Proposer as the Construction Contractor and the Authority.

2.2 CONTRACT TERM

The Contract Term shall mean the duration of the Contract, from the Effective Date through the completion of the duties and obligations as set forth in the RFP/Construction Service Contract.

2.3 COMPENSATION AND METHOD OF PAYMENT

The Contractor is expected to submit invoices monthly, including a description of work performed related to the period of the invoice.

- A. The Contractor will be paid for services monthly out of funds appropriated or otherwise made available for such payment.
- B. During the term of the Contract, the Contractor will be paid per the applicable unit prices and Lump sum payments methods of the Cost Proposal.
- C. A ten percent (10%) retainage will be held on payments. Retainage will be released after a punchlist is completed.

2.4 SECURITY FOR PERFORMANCE OF PROPOSER

In order to provide security to the Authority in form and substance acceptable to the Authority guaranteeing performance by the Proposer of its obligations under the Agreement, the Proposer must submit either a Performance Bond or Letter of Credit in the forms provided in Exhibit 4 of RFP. The amount of the Performance Bond or Letter of Credit shall be 100% of the Contractor Cost Proposal. For this RFP, the Proposer shall include a letter from a qualified financial institution stating that it is willing to offer the performance bond as required for the project.

2.5 INSURANCE

The Proposer must have insurance pursuant to the terms set forth below. The Construction Contractor must be willing, at its own cost, to obtain such insurance and provide the necessary certificates of insurance prior to the signing of the Contract. For this RFP, the Proposer shall include a letter from a qualified firm (AA rated and certified to operate in Maryland) stating that it is willing to offer the insurance required for the project, if the Proposer is selected through the RFP process.

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Authority with proof of liability insurance and coverage before the contract is awarded. Appendix 4 of Construction Service Agreement includes the Required Insurance. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to “contract award.”

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 CONTRACT

See attached draft of Construction Service Agreement (Exhibit 7).

2.8 FINANCIAL QUALIFICATIONS

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

adequacy of proposed companies, subsidiaries or subcompanies. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

- A letter or similar document from surety or financial institution committing to the issuance of the Performance Bond or Letter of Credit required under Section 2.4 herein and the Construction Service Agreement.
- Annual financial reports for the past two fiscal years to include at minimum, income statements, balance sheets, and statements of changes in financial position. If fewer than two years of financial statements are not available, this information should be provided to the fullest extent possible.
- 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.
- Pending or potential legal actions that would materially affect the firm's financial situation and/or its ability to meet its contractual obligations to the Authority.
- Proposer shall submit evidence of the ability to obtain the required insurance per the Construction Service Agreement.
- A description of any outstanding contractual arrangements, including off-balance sheet items, that may have a bearing on the ability of the firm to meet its obligations to the Authority, with respect to:
 - Corporate guarantees
 - Affiliations
 - Partnerships and/or joint ventures (describe assets and liabilities); and
 - Other sources of guarantees that may exist

PART III – SCOPE, QUALIFICATIONS, SCHEDULE, AND PRICING

3.1 SCOPE

The Authority is seeking a qualified construction contractor(s) to retrofit the Frederick County Transfer Station located at the Reichs Ford Landfill in Frederick County, Maryland. The retrofit is to construct access portals (including roll-up doors for weather protection) to the Western wall of Transfer Station for purposes of allowing smaller haulers/non-commercial vehicles to manually unload their vehicles directly to the tipping floor from outside of building.

The construction services shall be done in a professional manner and in compliance with the approved plans and all applicable laws, ordinances, and permits. Exhibits 1-3 includes the detailed scope of work - Technical Specifications and Drawings prepared by the Authority's Design Engineer (Geosyntec Consultants). The Design Engineer will be responsible for managing all permitting requirements, as applicable, on behalf of the County and Contractor. The Contractor will be responsible for coordinating with the Design Engineer and meeting the requirements of all permits required to complete the work. The Design Engineer has submitted a stormwater/erosion sediment control plan to the County for a grading and building permit.

The Contractor will work between the hours of 7:00 am and 5:00 pm, Monday through Friday. If needed, the Contractor may request an extension of such operating hours to the contract manager/designee. Such request for extension of operating hours will be approved, in writing, if warranted. No Saturday or Sunday operations will be allowed, unless approved, in writing, by the County. The Transfer Station will be fully operational throughout the construction period. Contractor shall cooperate with County to minimize conflict with operations on site. The majority of the construction will be conducted from the exterior of the transfer station, with the Contractor only entering the transfer station when necessary. When work will be conducted within the transfer station, the Contractor shall cooperate with the County to ensure the construction area will be clearly separated from the operating area, allowing no waste to enter the construction area.

3.2 QUALIFICATIONS

Proposers must certify to the Authority and Authority Representative that they possess all necessary equipment, facilities, personnel and work experience to fulfill the scope of work herein within their proposal.

Proposers shall submit three (3) references from projects completed within the past five years similar to services requested under this RFP. Proposer shall include a project description of each referenced project. The project description shall be no more than 2 pages per reference and include location/address and point-of-contact (name and phone number).

The Proposer shall be eligible to conduct business in the State of Maryland and shall provide a certificate of good standing with the State Department of Assessments and Taxation.

3.3 SCHEDULE

The Proposer must include a Construction Schedule. The date for substantial completion of the work shall be 90 calendar days after issuance of a "Notice to Proceed."

3.4 PRICE PROPOSAL

The price proposal shall be in the form provided (Exhibit 5). Section 01270 of Technical Specifications describes the measure and payment for the work. The prices proposed will be irrevocable for a period of one hundred eighty (180) days from the Due Date, or, if modified during negotiations, for a period of one hundred eighty (180) days from the date such modified Price Proposals are proposed by the Proposer.

PART IV – EVALUATION PROCEDURE

4.1 EVALUATION COMMITTEE:

The Authority will appoint an evaluation committee (the "Evaluation Committee") to be composed of Authority (including Authority's Design Engineer) and County staff. The Evaluation Committee will evaluate the proposals received in accordance with the criteria set forth in this RFP and make a recommendation for award to the Authority's Executive Director. The Executive Director will make a recommendation for award to the Authority's Board of Directors.

4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE

The Authority reserves and assigns to the Executive Director the right to determine which of the Proposers have met the qualifications of this RFP. The Executive Director shall have the sole right to determine whether any deviation from the requirements of this RFP is substantive in nature, and the Executive Director may reject proposals that are not reasonably susceptible of being selected for contract award. In addition, the Executive Director may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow a Proposer to correct minor irregularities, and may negotiate with responsible Proposers in any manner deemed necessary to serve the best interests of the Authority.

4.3 EVALUATION CONSIDERATIONS

The Authority will select the proposal that is deemed to be the most advantageous to the Authority and the County based on technical specifications of the Proposer and the prices proposed.

- 1) Qualifications and Experience of Proposer, including the qualifications and experience of the individuals proposed to work on the Authority contract.
- 2) Work Plan and Project Schedule, including, but not limited to the Proposer's approach to project management and staff integration, performance of the project work with respect to all tasks herein and Technical Specifications (including Drawings).
- 3) Proposer's Price Proposal
- 4) Project References

4.4 PROCUREMENT METHOD

The Authority will employ the method of competitive negotiation to select a contractor. The Authority reserves the right to make an award based on the initial proposals submitted, without oral presentations or best and final offers.

If the Executive Director determines that multi-step negotiations are in the best interest of the Authority, the Executive Director will advise Proposers whose proposals are determined to be reasonably susceptible of award as to how such negotiations will be conducted. The Authority may establish a competitive range and may request best and final offers. However, the Authority reserves the right to make an award on the basis of initial proposals, Proposers should not assume that they will have an opportunity to revise their initial proposals. Proposers whose proposals are not accepted will be so notified in writing.

PART 5 – ADA COMPLIANCE

5.1 ALTERNATIVE FORMS

Alternative forms of this RFP will be provided upon request.

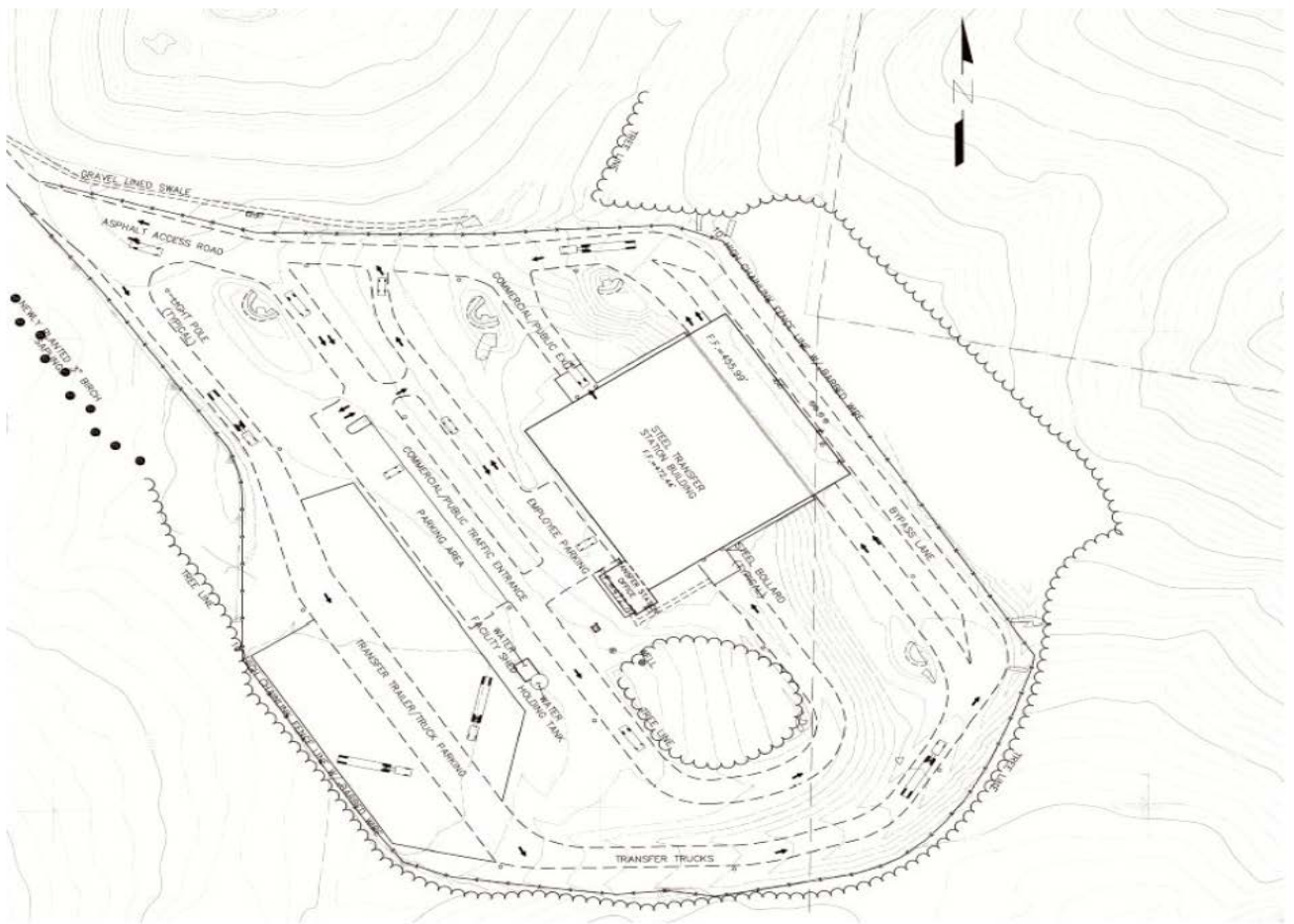
EXHIBIT 1

BACKGROUND AND GENERAL INFORMATION

The Frederick County Transfer Station and Processing Facility is located at 9031 Reichs Ford Road in Frederick County, Maryland. Municipal solid waste, land clearing debris, and construction and demolition debris is currently consolidated at this Facility and loaded by County into long haul transfer trailers for out-of-county transfer. Single stream recycling is also accepted separately and segregated from the other waste materials for loading and transferring to an out-of-county material recover facility. The Transfer Station is equipped with two permanently fixed material handling cranes that the County operates to load the trailers. The County's operating/loading hours are 7:00 a.m. to 4:30 p.m. Monday through Saturday.

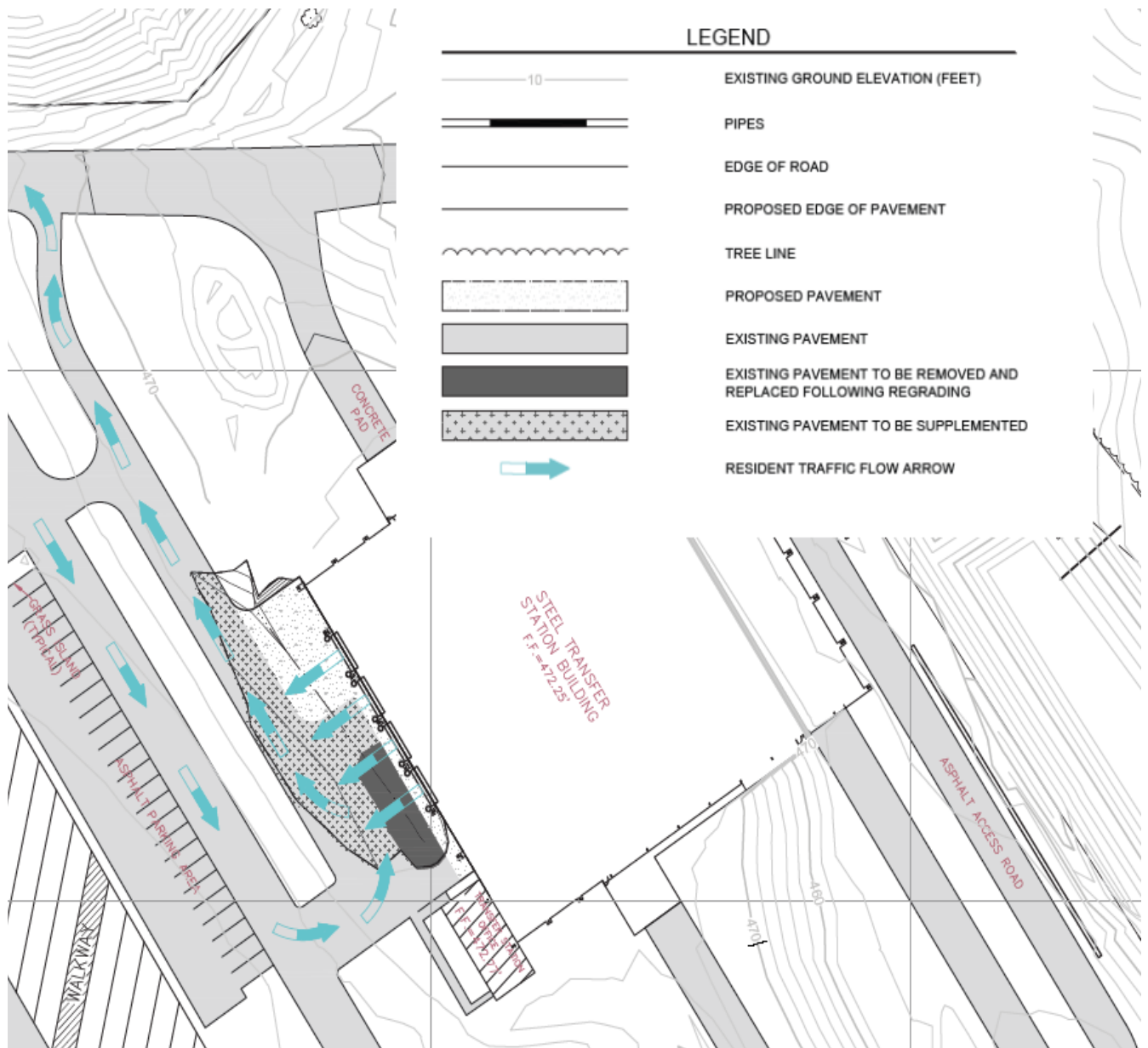
The Transfer Station is an enclosed two level, top loading building (46,100 square foot) with a 2-lane pre-engineered steel building with reinforced concrete floors and concrete push walls around the perimeter of the building. The Transfer Station was designed to accommodate up to 720,000 tons of material per year. The purpose of this RFP is to retrofit the building to provide a separate unloading area for small, non-commercial vehicles, by adding four portal openings on the western side of Transfer Station. Below is the Site Layout of Transfer Station.

Site Layout



The current employee parking area along the western side of the transfer station will be relocated, the paved area expanded, and four unloading bays installed to keep non-commercial vehicles out of the transfer building and allow them to unload directly onto the tipping floor. The bottom two feet of the existing concrete push wall will remain in place to provide a separation between the outside area and the tipping floor. Roll-up doors will be installed in front of the door to provide weather protection during non-operational hours. Additional exterior lighting fixtures will also be installed. Below is the proposed traffic flow for non-commercial haulers.

Traffic Flow for non-commercial haulers



GENERAL SCOPE OF CONTRACTOR SERVICES

The detailed Technical Specifications and Drawings are set forth below as Exhibit 2 And Exhibit 3. In general, the work will be comprised of the following:

1. installing new metal rod cross-bracing and support system, including concrete piers;
2. removing existing metal rod cross-bracing;
3. demolishing portions of the existing push wall, metal siding, and metal screen at the western side of the facility;
4. installing new roll-up door systems at the push wall;
5. constructing bollards;
6. removing, regrading, and paving portions of the asphalt access road and pavement;
7. installing a new exterior lighting system; and
8. performing all other Work that is not specifically defined in this Section, but shown on the Drawings and described in these Technical Specifications.

Work under this RFP will begin no later than five (5) business days after the issuance of a written “Notice to Proceed” from the Authority.

All construction activities shall be conducted by the Contractor’s personnel and shall be at the Contractor’s sole expense.

1. The Contractor shall provide its own equipment, labor, fuel, and any other materials necessary to complete the required work.
2. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.
3. The Contractor shall have a competent and experienced supervisor/foreman on duty at all times when work is being performed.
4. There should be no subcontractors used by the Contractor to fulfill any items or conditions of the contract without the prior written consent of the Authority, unless those subcontractors are identified in the Contractor’s Proposal.
5. All equipment and personnel shall move in the same direction as traffic at all times during all cleaning operations, unless otherwise directed by County Representative.
6. The Contractor must obey all traffic signals/signs (e.g. speed limit, restricted roads) on the site and as directed by County management and personnel.

7. The Contractor shall be responsible for any and all damage in connection with the work that is not caused by ordinary wear and tear. "Ordinary wear and tear" means only the normal deterioration of the site, property or equipment caused by ordinary, reasonable and proper use of equipment. Any damage resulting from the Contractor's work that is not ordinary wear and tear will be corrected to the satisfaction of the Authority and the County, at the sole cost and expense of the Contractor.

DEBRIS DISPOSAL

1. The final disposal of debris collected during all operations shall be disposed of at locations as approved, in writing, by the Authority. No disposal on private property will be permitted.
2. Demolition debris created during completion of the work may be disposed of at Transfer Station at no charge to Contractor. Contractor is responsible for reducing size of debris to no more than 3 feet in any dimension, segregating recyclable materials from debris requiring disposal, and coordinating with Transfer Station staff to place debris in appropriate locations within the facility.
3. The Contractor shall comply with all applicable State and Local laws and ordinances related to the hauling and handling of such material, if required.

WATER

1. Water for equipment shall be made available at the Transfer Station.

EQUIPMENT

1. The equipment used for the work shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.
2. All vehicles used by the Contractor shall be performance worthy by visual and operational inspection.
3. Deliveries shall only be made to the site (1) with the Contractor present and (2) between the hours of 7:00 a.m. and 5:00 p.m. (Monday – Friday). No queueing of asphalt loads will be allowed.
4. The Authority and County will have the option of performing a complete inspection of all vehicles at any time throughout the terms of the agreement. In the event that any vehicle, when inspected, and in the sole determination of the Authority, fails to meet standards that the Authority determines are necessary to complete the agreement or to operate safely, the Authority may require such vehicle to be brought to standard before placed back in service.

WORK SCHEDULING

The Contractor shall begin the work no later than five days after the Authority issues the Notice to Proceed, unless otherwise agreed to in writing. The Contractor shall leave the names and telephone numbers of two individuals who may be contacted at any time by the Authority, Authority Representative or Design Engineer.

After the work has started, it shall be prosecuted continuously on all acceptable days without stoppage until the entire task, as directed by the Authority Representative, is complete. The Authority reserves the right to stop work at any time and the Authority Representative will make the final determination as to whether the work is satisfactory.

Transfer Station operations will be ongoing during construction.

The work shall not proceed without written approval by the Authority indicating the acceptance of the Contractor's work plan.

INSPECTION OF WORK

The Design Engineer will monitor the Contractor's work performance on a daily basis. All work must be performed to the highest professional and industry standards and pursuant to the approved plan set (Drawings) and all permits related to the work. The Contractor is not relieved of its obligation to comply with the terms of the agreement, or for defective work, by (i) approval of any drawing, submittal, or other document prepared by the Contractor, (ii) the activity, responsibility or administration of the agreement by Authority personnel, or (iii) inspections or approvals required or performed by persons other than the Contractor.

Any deficiency in the Contractor's performance shall be reported to the Design Engineer within 1 day following reported completion of work, and such deficiencies shall be corrected by the Contractor no later than one calendar week following receipt of such notice.

The Design Engineer may maintain a daily log of completed work and will verify completion of the Contractor's work.

In no event will the Contractor be allowed additional compensation by the Authority following rehabilitation or reconstruction related to identified work deficiencies.

CHANGES TO WORK

Changes to the scope of work must be writing, set forth in change order per Article X of Construction Service Agreement, and agreed to by all parties. The Authority will not agree to a change in scope or any additional work (including any additional cost incurred) unless the Parties have executed a change order to reflect any such changes, prior to such work being performed or such additional costs being incurred.

EXHIBIT 2

[ATTACHED ARE THE TECHNICAL SPECIFICATIONS]

EXHIBIT 3

[ATTACHED ARE THE DRAWINGS (PLAN SET)]

EXHIBIT 4

FORMS OF PERFORMANCE BOND AND LETTER OF CREDIT

PERFORMANCE BOND

Principal

Business Address of Principal

Surety

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

Obligees

Northeast Maryland Waste Disposal Authority
and
Frederick County, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Contract: _____, 20__

Date Bond Executed: _____, 20__

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 Obligees 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.

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.

This Performance Bond is for the term beginning the _____ day of _____ and ending the _____ day of _____. Provided, however, that this bond may be continued in force by Continuation Certificate, executed by the Surety. If Surety elects to not renew the bond upon the expiration of any annual term, Surety shall provide written notice to both the Obligee and the Principal of such intention at least 60 days prior to the expiration of any such annual term. Non-renewal or cancellation of the bond shall constitute a default under the bond and be the basis or trigger for a claim. Surety's liability under this Performance Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Performance Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

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 thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

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

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

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

.....

In Presence of: Partnership Principal
Witness

_____ (SEAL)
Name of Partnership

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

.....

Corporate Principal

Attest:

(Name of Corporation)

Corporate Secretary

President

AFFIX
CORPORATE
SEAL

.....

(Surety)

Attest:

Signature

By: _____

Title:

AFFIX
CORPORATE
SEAL

Business Address of Surety:

Bonding Agent's name:

Agent's Address:

Approved as to legal form and sufficiency this _____ day of _____ 20_.

FORM OF PERFORMANCE LETTER OF CREDIT

Date: _____

Northeast Maryland Waste Disposal
Authority 100 South Charles Street
Tower II - Suite 402
Baltimore, MD 21201

Ladies and Gentlemen:

1. We hereby establish, at the request of _____ [NAME OF PROPOSER] (“the Company”), 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 Company of its obligation to provide solid waste disposal services to the Authority as set forth in the “_____ **SERVICE AGREEMENT BY AND BETWEEN NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY AND COMPANY TO PROVIDE FOR _____,**” dated _____, 20____ (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 Company 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 [STATE]. 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.

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 advise by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Agreement), except only the Draft referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate by reference any such document, instrument or agreement except for such Draft.

Very truly yours,
[NAME OF FINANCIAL INSTITUTION]

By: _____ Name: _____ Title: _

EXHIBIT 5

PRICE PROPOSAL

Proposers are required to enter a Proposal Price for all Items, except Item 2. Proposers are required to enter a Unit Price for Items 9, 11, and 12.

Item No.	Description	Units	Estimated Quantity	Unit Price (\$)	Proposal Price (\$)
1	Mobilization / Demobilization	Lump sum	1		
2	Performance Bond or LOC Requirements – See Section 2.4 and Exhibit 4				
3	Demolition – Upper 8 ft of Existing Concrete Push Wall Section	Lump sum	1		
4	Demolition – Lower Portion of Existing Metal Siding Section and Metal Screen Section	Lump sum	1		
5	Demolition – Portion of Existing Access Road and Parking Area	Lump sum	1		
6	Access Road and Parking Area Subgrade Preparation	Lump sum	1		
7	Access Road and Parking Area Subbase Preparation	Lump sum	1		
8	Access Road and Parking Area Paving	Lump sum	1		
9	Construct Bollards	Each	8		
10	Install New Metal Cross-Bracing and Support System, Including Concrete Piers	Lump sum	1		
11	Install Roll-Up Door System	Each	4		
12	Install Bumper Guards	Each	20		
13	Install Exterior Lighting System	Lump sum	1		

See Section 01270 of Technical Specifications for Description of Measurements and Payments

EXHIBIT 6

EXHIBIT 6

PROPOSAL CHECKLIST

This list is to assist the Proposer. The list does not relieve the Proposer from the responsibility of carefully reading the RFP and determining the responses regarding the submission of the proposal. The Proposer is advised to check off items as completed in an effort to avoid overlooking requirements.

Checklist Items

- Proposer's Contact Information Form
- Transmittal Letter
- Organizational Chart and Key Personnel Matrix
- Description of Key Projects – Three references from projects completed in past five years similar to services requested under this RFP
- Work Plan with Detailed Sequence of Construction Schedule
- Certification to the Authority that Contractor possesses all necessary equipment, facilities, personnel and work experience to fulfill the scope of work
- A letter or similar document from surety or financial institution committing to the issuance of the Performance Bond or Letter of Credit
- Annual Financial Reports
- Evidence of the ability to obtain the required insurance
- Certificate of good standing with the State Department of Assessments and Taxation
- Exhibit 5 Price Proposal

EXHIBIT 7
CONSTRUCTION SERVICE AGREEMENT