

MEMORANDUM

TO: Interested Parties

FROM: Andrew Kays 
Executive Director

DATE: August 26, 2024

RE: Addendum #2 to the REQUEST FOR PROPOSALS FOR ACCEPTANCE AND
TRANSPORTATION OF SEWAGE SLUDGE GENERATED IN BALTIMORE CITY AND
PROCESSING INTO A CLASS A PRODUCT

The Northeast Maryland Waste Disposal Authority (the "Authority") is requesting proposals from qualified Proposers experienced in the fields of Acceptance, Transportation, Processing of Sewage Sludge into a Class A product and Marketing. The Authority is soliciting proposals outlining in detail their ability to provide service to the City of Baltimore (the "City"). The Authority is seeking proposals that demonstrate effective and environmentally sound technologies that meet Baltimore City's goal of a diversified sewage sludge management program. Any communication regarding this RFP must be made in writing or e-mail and directed to "Baltimore City Biosolids Project," C/O Northeast Maryland Waste Disposal Authority, Tower II, Suite 402, 100 South Charles Street, Baltimore, Maryland 21201-2705, procurement@nmwda.org.

Non-mandatory site visits were offered on each of August 20th, 21st and 22nd, 2024, at the Baltimore City Compost Facility, located at 5800 Quarantine Road, Baltimore MD 21226. Copies of the sign-in sheets are attached to this Addendum No. 2. The site tours started and ended as noted:

- a. August 20, 2024, 10:00 - 11:00 AM
- b. August 21, 2024, 09:00 – 09:10 AM *no attendees
- c. August 22, 2024, 10:00 - 11:30 AM

A reminder that the RFP notes the start of service (ready to begin by April 1, 2025, but not commencing service until June 30, 2025) and the submittal of the proposals (September 27, 2024 for the electronic copy, and October 2, 2024 for the paper copies). Attendees were reminded to submit questions as soon as possible (but no later than August 29, 2024) to "Baltimore City Biosolids Project," C/O Northeast Maryland Waste Disposal Authority, Tower II, Suite 402, 100 South Charles Street, Baltimore, Maryland 21201-2705, procurement@nmwda.org.

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 / Clifford J. Engle, 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



Included with this Addendum are the Exhibit C files that were inadvertently omitted from the original RFP posting.

The following clarifications were offered at the meeting or at the site visit.

1. "I see a 180 million gallons of waste comes to that facility the paper says. Does the carrier, me, need to remove that amount per day?"
 - a. *No. Please see RFP Section 1.1 PURPOSE: "Baltimore City is guaranteeing 100 wet tons per day of sewage sludge at an average solids range of 18% to 22% solids."*

Please also see RFP Section 4.1 PURPOSE: "The Authority is seeking to retain a Contractor, on behalf of the City, to provide Acceptance and Transportation of Sewage Sludge Generated in Baltimore City and Processing into a Class A Product. The Contractor will be expected to produce a Class A product in the existing Facility or a facility that the Contractor owns, builds and operates. Acceptable Class A Technologies are those that meet the Standards put forth in 40 CFR 503 and COMAR 26.04.06." The selected vendor will be required to transport, accept, process and market the City biosolids under this contract.

2. "Does the carrier, me, need to find a place to unload the waste or do you already have a place set up to receive the waste daily?"
 - a. *No. Please see the response Question #1 above. The selected Contractor will "...be expected to produce a Class A product in the existing Facility or a facility that the Contractor owns, builds and operates."*
3. "I see you pay by the load or is it paid by the ton? "
 - a. *The specific details of any arrangement between the selected Contractor and any subcontractors generally are not in the purview of the Authority. However, please see Section 5.7, Subcontractors, of the draft Service Agreement (Appendix L to the RFP).*
4. "Section 2.2 (1) of the RFP caps annual escalation of the Service Fee to 75% of CPI-U for Baltimore-Columbia-Towson, MD. Limiting adjustments whether up or down to less than the local CPI-U may result in a higher Service Fee. Will the Authority change the annual escalation to 100% of CPI-U?"
 - a. *Yes. Section 2.2 (1) of the RFP is deleted and restated as:*

The Contract term shall commence on June 30, 2025, and shall end four (4) years after the commencement date. At the sole discretion of the Authority, the Contract may be renewed for up to two (2), 1-year optional terms. The Proposer must provide per ton price for the service in the initial term and a per ton service fee for each of the two (2) 1-year optional terms. The Authority will consider an annual escalation of the Service Fee

of 100% CPI-U for the Baltimore-Columbia-Towson, MD ([Consumer Price Index, Baltimore-Columbia-Towson – February 2024: Mid-Atlantic Information Office: U.S. Bureau of Labor Statistics \(bls.gov\)](#)).

Schedule 6 of the RFP is deleted and restated as:

I. Service Fee

Formula:

Beginning on July 1, 2026 for fiscal year 2026 and on July 1 of each succeeding fiscal year for such succeeding year, the Service Fee shall be adjusted according to the following formula:

$$\text{Inflation Adjusted Service Fee for Year X} = \text{Service Fee} \times [1 + Y]$$

where:

Y = the percentage increase in the CPI for the calendar year immediately prior to Year X. "CPI" means the United States Consumer Price Index, Baltimore-Columbia-Towson, All Urban Consumers, Washington-Baltimore average, all items utilizing the value of such index released as of January 2025 as its base.

5. "Will the Authority consider alternative approaches to annual adjustments of the Service Fee?"
 - a. *The Authority will not entertain material changes to the Service Agreement after proposals are due, unless any such changes are submitted to all interested parties. Any proposed alternate annual adjustments must be submitted for consideration and response prior to the proposal due date. Please see Section 1.10 of the RFP, Acceptance of Terms and Conditions, "By submitting a proposal in response to this RFP, the Proposer accepts all of the terms and conditions set forth in this RFP, including the attached Exhibits, unless otherwise noted and agreed to, in writing, during the open question period."*

6. "Section 6.2: Is it acceptable to provide only a Basic Processing fee for wet tons, and not also for dry tons?"
 - a. *No. Please provide pricing for both.*

ACCEPTANCE AND TRANSPORTATION OF SEWAGE SLUDGE GENERATED IN BALTIMORE CITY AND PROCESSING INTO A CLASS A PRODUCT, 08/20/2024.

Baltimore City Composting Facility

5800 Quarantine Road

Baltimore MD 21226, 10 AM

11 AM *AR*

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			<i>AR</i>

ACCEPTANCE AND TRANSPORTATION OF SEWAGE SLUDGE GENERATED IN BALTIMORE CITY AND PROCESSING INTO A CLASS A PRODUCT, 08/21/2024.

Baltimore City Composting Facility
 5800 Quarantine Road
 Baltimore MD 21226, 9 AM *AR* *05/14/22*

Name	Organization	E-mail	Phone
<i>Andrew Kays</i>	<i>Nmwa</i>	<i>akays@nmwa.org</i>	<i>410.333.2734</i>
<i>AR</i>			

ACCEPTANCE AND TRANSPORTATION OF SEWAGE SLUDGE GENERATED IN BALTIMORE CITY AND PROCESSING
 INTO A CLASS A PRODUCT, 08/22/2024.

Baltimore City Composting Facility

5800 Quarantine Road

Baltimore MD 21226, 10 AM - 11:10 AM

Name	Organization	E-mail	Phone
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