

REQUEST FOR PROPOSALS

FOR THE

ACCEPTANCE AND TRANSPORTATION

OF

SEWAGE SLUDGE GENERATED IN BALTIMORE CITY

AND PROCESSING INTO A CLASS A PRODUCT

ISSUED: AUGUST 2, 2024

**REQUEST FOR PROPOSALS
FOR THE
ACCEPTANCE AND TRANSPORTATION
OF SEWAGE SLUDGE GENERATED IN BALTIMORE CITY
AND PROCESSING INTO A CLASS A PRODUCT**

THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

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August 2, 2024**

Proposal Due Date: September 27, 2024

Proposal Due Time: 4:00 pm (local time)

Service Start Date: June 30, 2025

**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 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. **This service must be ready to begin on April 1, 2025, but may not commence until June 30, 2025.** The service under the current provider ends June 29, 2025. The current site may be considered for the new service as it will revert to City control at the end of the current contract.

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. Sewage sludge processing is a part of the subdivisions’ integrated waste management system. 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.

Copies of the Solicitation packages are available from the Northeast Maryland Waste Disposal Authority at 410-333-2730 or at the address below:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
procurement@nmwda.org

Minority Businesses are encouraged to respond to this solicitation.

Andrew Kays, Executive Director

REQUEST FOR PROPOSALS

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

PART I - PROPOSAL INFORMATION

1.1 PURPOSE:

The purpose of this REQUEST FOR PROPOSALS (“RFP”) is to invite Proposers to submit proposals to the Northeast Maryland Waste Disposal Authority, outlining in detail their ability to provide the Acceptance, Transportation, Processing of Sewage Sludge into a Class A product and Marketing of Baltimore City Sewage Sludge generated at the Back River Waste Water Treatment Plant (the “Plant”), located at 8201 Eastern Boulevard, Baltimore MD 21224 (see Appendix A for map of location). The Proposer must provide all additional vehicles, equipment, buildings and personnel required for the contract to make use of the current facility. Baltimore City is guaranteeing 100 wet tons per day of sewage sludge at an average solids range of 18% to 22% solids. Proposers should propose two tiers of pricing, one for the guaranteed tons and one for incremental tons. The delivery of incremental tons would be based on approval by both parties.

1.2 CONTACT PERSON:

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, or 410.333.2730.

1.3 PRE-PROPOSAL CONFERENCE:

There will be a pre-proposal conference on August 8, 2024, at the Plant, starting at 10 AM local time. Attendance is highly recommended but not required. Please RSVP to procurement@nmwda.org no later than 4 PM local time on August 6, 2024 if attending.

1.4 WRITTEN QUESTIONS:

Prospective Proposers may submit written questions under the heading “Baltimore City Biosolids Project.” The Authority will endeavor to respond in writing to requests for information submitted by August 29, 2024, however, the Authority makes no assurance that written responses will be tendered if, in the opinion of the Authority, such information is evident in the RFP or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be distributed to all prospective Proposers who requested a copy of this RFP. Prior to award of this Service Contract, Proposers shall not initiate any communications related to this project with other Authority staff; the City; local elected officials; or local government staff responsible for solid waste and/or recycling

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management. Any communications may result in the disqualification of the Proposer's Technical and Price Proposal.

1.5 AMENDMENT OR CANCELLATION OF THIS RFP:

If this RFP requires amendment, written notice of the amendment will be given to all prospective Proposers who requested a copy of this RFP. Receipt of amendments must be acknowledged in writing by prospective Proposers to procurement@nmwda.org at the Authority. Acknowledgment by facsimile or reply e-mail is permitted. 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. Only answers issued by formal written Addenda will be binding on the Authority. Oral and other interpretations or clarifications will be without legal effect.

1.6 SUBMISSION REQUIREMENTS:

Electronic copies of the RFP responses (pdf of the narrative and pricing, with an unlocked Excel Spreadsheet) must be submitted to procurement@nmwda.org no later than 4:00 p.m. on September 27, 2024 (the "Closing Date") with the subject "Baltimore City Biosolids Project". Additionally, five (5) bound hardcopies with an original signature transmittal and proposal checklist in a sealed envelope labeled "Baltimore City Biosolids Project" must be received at the Authority offices no later than 4:00 p.m. on October 2, 2024 (3 business days after the Closing Date). All times referenced in this RFP refer to local time.

Any email submissions received after 4:00 p.m. on the Closing Date will not be considered. All hardcopy submissions will be time and date stamped when received. A facsimile of the submission will not be accepted. Any proposals received after the indicated times will not be considered. The Authority will not return proposals following the review and selection process.

The RFP submissions shall be double-sided on minimum 30% post-consumer recycled content paper, or other sustainably produced paper, and bound (e.g., ring, folder, coil or comb) secure. RFP submissions will be a maximum of 150 pages in length (i.e., 75 pieces of paper, not including covers, dividers and tabs, etc.)

1.7 MINORITY PARTICIPATION POLICY:

The City/Authority encourages Proposers to submit proposals including minority participation. The City/Authority will use the best value proposal to determine the final MBE and WBE participation values in the performance of the contract, as defined and set forth in Section 3.1 below.

1.8 CONFIDENTIAL INFORMATION:

Technical and Price Proposals submitted in response to this RFP may contain technical data or other knowledge or materials that constitute proprietary information, which if publicly disclosed, would cause injury to the Proposer's competitive position. Proposer should specifically identify the pages of the Technical and Price Proposal that Proposer believes contain such information by marking the applicable pages "CONFIDENTIAL." The Proposer may not claim the entirety of the Proposal as confidential. However, the Proposer understands that the Authority in its sole discretion may determine that disclosure of some Technical and Price Proposal information is required under the Maryland Public Information Act, and the Proposer agrees to hold the Authority harmless with respect to any such disclosure. The Authority will give notice to Proposers of any requests for disclosure of information identified as confidential.

1.9 INCURRED EXPENSES:

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

1.10 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. 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.

1.11 PROCUREMENT REGULATIONS:

The Authority is soliciting Technical and Price Proposals in accordance with the requirements and allowances set forth in Code of Maryland Regulations 14.13.01. This procurement is being conducted as a competitive negotiation.

The Authority reserves and has the sole discretion to:

- Award Service Contracts to one or more Proposers (noting that the Authority and City intend to award only one Service Contract to one Proposer for the entire Service).
- Supplement, amend, or otherwise modify this RFP, or cancel this RFP without substitution.
- Waive any or all informalities in the Technical and Price Proposal, or failures to comply with the RFP requirements deemed by the Authority to be immaterial or insignificant.
- Request further information from Proposers as needed to support the Authority's evaluation of the Proposers.

1.12 CONFLICTS OF INTEREST:

The Proposer shall describe in detail its existing system for identifying conflicts of interest. The Proposer shall also identify any conflicts of interest which may arise and shall describe how it proposes to resolve such conflicts.

PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT:

The Contract and all exhibits thereto to be entered into as a result of this RFP (the Contract”) shall be by and between the Proposer as Contractor (the “Contractor”) and the Authority.

2.2 CONTRACT TERM:

The Proposer is to provide pricing for the following:

1. 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 75% 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 \(bls.gov\)](#)).

2.3 COMPENSATION AND METHOD OF PAYMENT:

The Contract will provide in part that:

- 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 a per ton fee for the collection (at the Plant), transportation, processing of the sludge into a Class A product and marketing the material (the “Service Fee”).

2.4 SCOPE OF CONTRACT:

It is anticipated that the Contractor will perform the work and provide the services described in Part IV below.

2.5 CONTRACT

See attached draft of the Service Agreement (Appendix L).

PART III - PROPOSER'S MINIMUM QUALIFICATIONS

3.1 PRIOR EXPERIENCE:

The Proposer must include the following information in the Proposal:

- (a) Qualifications and curriculum vitae for all key staff connected to the performance of the contract.
- (b) Resume(s) (no greater than two pages) of any subcontractors to be used in the performance of the contract.
- (c) List of three references from past projects. These projects must be similar to the project being proposed. This list must include a contact name, address, phone number and e-mail (if available).
- (d) Executive Summary presenting the Proposer's qualifications and outlining the service proposal. Information provided is to include:
 - Evidence of ownership or control of sufficient collection equipment needed to fulfill the Services required in the Scope of Work.
 - Evidence of the ability to properly maintain the collection equipment in order to fulfill the Services required in the Scope of Work.
 - Possess all permits and licenses required to operate in accordance with all federal, state, and local laws and regulations.

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

More details on this requirement can be found here:

<https://smba-d.baltimorecity.gov/mwboo/bidding-contracting-opportunities> (date last accessed 3.11.2024).

3.2 GENERAL LIABILITY INSURANCE:

The Proposer shall agree to maintain in full force and effect during the term of the Contract general liability insurance as detailed in Exhibit A.

3.3 PROPOSER'S CAPACITY:

Each Proposer must demonstrate the capability of performing the potential volume and type of services as required by the Authority described in Part IV below. The Proposer

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must be available at the times specified in this RFP to render services under the Contract.

In addition, each Proposer must demonstrate the ability to finance the construction and operation of a Proposer facility (if one is to be purpose built). All costs associated with the issuance of these bonds will be the responsibility of the Proposer.

3.4 PERMITS AND LICENSES:

Proposers must have all permits required, or evidence of the process of receiving the required permits, to accept, transport, process and distribute sewage sludge in the State of Maryland (or the states or jurisdictions where processing facilities reside or distribution is planned) prior to the award of the contract.

Proposers must have all licenses required, or evidence of the process of receiving the required licenses, to accept, transport, process and distribute sewage sludge in the State of Maryland (or the states or jurisdictions where processing facilities reside or distribution is planned) prior to the award of the contract.

PART IV - SCOPE OF SERVICES REQUIRED

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. Those technologies which the Authority determines do not meet the criteria for Class A will not be considered. The City will not make land available on City Waste Water Treatment Plant (“WWTP”) sites or other sites. The Contractor will have the option to perform the work at the current Facility or a facility it controls.

The required elements of the Proposal are detailed in Section V of this document. The Proposals will form the basis of discussions during any applicable negotiation sessions. "The Authority may conduct oral negotiations before or after the receipt of proposals. The purpose of the negotiation is to promote understanding of the Authority's requirements and the Proposers' proposals and to facilitate arrival at a contract that is most advantageous to the Authority." (COMAR 14.13.01.10(c)).

4.2 SERVICES:

The selected Contractor(s) will be expected to perform all work in accordance to all local, state and federal laws. In general, the following requirements apply to the services required for the performance of the contract:

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- A. [ONLY FOR OPERATIONS OF THE CURRENT SITE] The Contractor will take responsibility for the preparation of a final capital investment plan for the initial term and provide the same to the Authority within 90 calendar days. The Authority, City and Contractor will finalize the plan within 90 calendar days.
- B. The Contractor will take responsibility for the loading and transportation of the Sewage Sludge from the Plant to the Facility. The Contractor will collect material during the hours of 6am to 6pm Monday through Saturday, and 9am to 4pm on Sundays.
- C. The Contractor will be responsible for the receiving and processing of the sewage sludge at the Facility in accordance with applicable local, state and federal laws and regulations. Other organic materials may be brought in provided that (1) the Contractor has met the City obligation and has excess processing capability and (2) the organic materials are an equivalent or better quality compared to the sewage sludge accepted from the Plant.
- D. The Contractor will be responsible for the marketing and distribution of a Class A Product.
 - a.) If the material is disposed by the Contractor because of the failure to produce a Class A product, the Contractor must report this to the Authority and the City. This report must contain the quantity of the material (pre-processed and processed) that was disposed of, the reasons for the disposal, the location of the disposal and evidence that the disposal site is permitted to receive this material.

4.3 PERFORMANCE OF WORK:

As part of the awarding of the contract, each Proposer is expected to demonstrate the ability to begin service no later than April 1, 2025. However, such [service may not commence until June 30, 2025](#).

PART V - PROPOSAL FORMAT

5.1 FORMAT

The proposal is due in electronic format (PDF) and physical hardcopy.

5.2 REQUIRED INFORMATION:

The proposal shall contain the information described below.

A. Vendor's Operational Qualifications:

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Part 1. Reference project

Provide a detailed description of the vendor's qualifications in the field of Acceptance, Transportation, and Processing (Class A) and Marketing. The Technical Proposal **MUST** include relevant information from the reference facility, which processes no less than 100 wet tons/day of sewage sludge within a range of 15-25% solids.

- a) Qualifications:
 - a. Reference facility
 - i. Contact name, title, phone number and address
 - ii. History of facility (including construction, upgrades and future plans)
 - iii. Discussion of current supplier of sewage sludge: supplier, physical and chemical characteristics, volume, method of delivery (for prior three years)
 - b. Thirty-six (36) months of Operating Data including:
 - i. Wet tons processed each month
 - ii. Reject batches and reasons for failure
 - iii. Amendment amounts (if used)
 - iv. Staffing Plan
 - v. Design throughput (or nameplate on equipment)
 - vi. Throughput
 - c. Class A technology employed with description
 - i. Equipment
 - ii. Basic recipe and processing scheme (short description)
 - d. Product sales report for same 36 months described in (b) above.
 - e. History of permit compliance (for prior three years).
 - i. Regulatory Agency or Agencies issuing permits
 - ii. Permit number(s) and description(s) (include status)
 - f. Description of how the Authority's sewage sludge will be accommodated at the designated facility.
 - g. Description of MBE/WBE program at the reference facility. If no program exists, vendors must indicate how they can meet the MBE/WBE Goals for this project.

Part 2. New facility (description of a to be built facility OR expansion of existing facility)

- a. Evidence that there will be no more than 50% scale up from the reference facility to the new facility.
- b. Proposed location, permitting schedule (including a discussion of permit modifications, if required), construction and start-up schedule.

Part 3. Operation of the current facility (description of transition of operations and planned capital improvements)

- a. Permitting schedule (including a discussion of permit modifications, if required), construction and start-up schedule.

B. Vendor's Financial Qualifications

1. Vendors that are public companies must supply the following information:
 - a. 10K – most recently filed (may provide website)
 - b. 10Q – most recently filed (may provide website)
 - c. financial ratios (three most recent years)
 - i. Debt to Equity
2. Vendors that are private companies must supply the following information:
 - a. Three most recent years of financial data
 - i. Income statements, balance sheets and statements of changes in financial position (may provide website).
 - ii. If (i) above is not available, vendor must provide a copy of all quarterly financial reports and copies of the three most recent annual reports (may provide website).
 - b. Financial ratios (three most recent years):
 - i. Debt to equity
 - c. Most recent three years of audited financial statements.
3. Evidence that vendor can acquire adequate insurance and bonding (See Attachment K *Explanation of Bond Requirements*)

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C. Description of Service (To Be Provided by Proposer)

1. Describe the Location of the Facility (or the Proposed Location of the ‘to be built’ facility).
 - a. Evidence of Conformance with Land Use Regulations
 - b. Site Plan
 - i. Basic site layout including: building(s), parking lot(s), road access, storm-water pond(s)
 - ii. Building layout for reception of sewage sludge, mixing and processing, finishing and curing
 - c. Description of Utility Services (Water, Sewer, Electric, Gas)
 - i. Existing
 - ii. Planned
2. Describe in Detail the Proposed Process for the Acceptance, Transportation, Processing and Marketing of Baltimore City Sewage Sludge
 - a. Performance Guarantees
 - i. Proposer must guarantee to take a minimum of 30,600 wet tons to a maximum of 55,500 wet tons; based on a % solids scale of 18% to >24% on an annual basis.
 - iii. Proposer must guarantee acceptance of sludge 6 days per week with an out of hours charge of \$5.00 per ton for hours outside of those listed in 4.2 A.
 - b. Acceptance and Transportation
 - i. Outline transportation plan for Facility
 1. Detail of primary route from the Plant to the Facility.
 2. Description of vehicle movement on the Facility Site.
 3. Detail of emergency transportation plans in the case of unavailability of primary transportation route.
 - ii. Provide list of anticipated transportation providers including:
 1. Number and type of vehicles needed for service
 2. Permits or evidence of ability to obtain and maintain appropriate permits.

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- c. Staffing Plan
 - i. Outline of personnel hours and responsibilities for Operations and Administrative Personnel.
 - ii. Concise description of the normal operating schedule for the reference facility. This is to include hours per day/week/year for normal operations, preventative maintenance, downtime maintenance and any built in contingency plans.

- d. Evidence of Permits or Ability to Obtain Permits
 - i. Permits for Facility in Maryland
 - ii. For an existing and new Facility, the Proposer must indicate relevant staff members that are made available for the acquisition and maintenance of permits. This information must include name, position, contact information, percent of time dedicated to permit acquisition and maintenance for each staff member.

- e. Provision for Back up Service
 - i. Evidence of disposal capability.
 - ii. Long term storage is not acceptable.

- f. Storage and Curing of Class A Material
 - i. Site layout for storage and curing of material.
 - ii. Process description describing the verification of Process to Further Reduce Pathogens (PFRP) and Vector Attraction Reduction (VAR) enforcement.
 - iii. Process description for physical distribution of Class A material (including equipment and logistics).

- g. Marketing Plan

Proposers must include a detailed marketing plan which must include:

- i. Flow chart showing key marketing personnel and their relationship to the facility.
- ii. Resumes for key marketing personnel.
- iii. Detailed description of existing/planned outlets for Class A material. Within this description detail anticipated markets and plans for developing them, inclusive of sales with approved City Brand (e.g., image, name, formulation, etc.) details.

PART VI - PRICE PROPOSAL FORMAT AND PROCEDURE

6.1 CURRENT LIABILITIES FOR DEBT PAYMENT:

There are no debt liabilities associated with the facility.

6.2 RATES OF COMPENSATION:

The Proposer must submit the Price Proposal separately from the Technical Proposal. The Price Proposal shall include:

- A. Description of Basic Processing fee for _____wet tons and _____dry tons. [This should include a penalty fee for not producing Class A material (e.g., 50% of processing cost).];
- B. Cost for Transportation;
- C. Pass through Costs;

6.3 IRREVOCABILITY OF PRICE PROPOSAL:

The proposed rates of compensation will be irrevocable for a period of one hundred and eighty (180) days from the Proposal Closing date, or, if the rates are modified during negotiations pursuant to Section 7.3, for a period of one hundred and eighty (180) days from the date such modified rates are proposed by the Proposer. The Proposer shall certify that, to the best of its knowledge, the price information submitted is accurate, complete and correct as of the Proposal Closing Date, and if negotiations are conducted pursuant to Section 7.3, as of the date of any "best and final offer."

PART VII - EVALUATION PROCEDURE

7.1 EVALUATION COMMITTEE:

The Authority shall appoint an evaluation committee (the "Evaluation Committee") to be composed of Authority staff as appointed by the Executive Director, and possibly one or more representatives from Member Jurisdictions and any other individuals that the Authority may determine are in its best interest to serve on the Evaluation Committee. The committee will evaluate the proposals based on the evaluation considerations set forth below and select the proposal that is determined to be the most advantageous to the Authority and the City.

7.2 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 minimum qualifications of Part III and Part V 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.

7.3 MULTI-STEP COMPETITIVE NEGOTIATION:

The Evaluation Committee may employ a procedure of multi-step competitive negotiations in which all responsible Proposers who meet the qualifications specified in Part III and Part V, above, may be required to make oral presentations of their technical proposals to the Evaluation Committee. Oral presentations, if any, shall be considered to be part of the Proposer's technical proposal.

If the Executive Director determines that further negotiation is in the best interest of the Authority, the Executive Director will advise responsible Proposers how such negotiations will be conducted. Upon completion of all negotiations, and upon receipt of any "best and final offers" (if requested) submitted as a result of such negotiations, the Evaluation Committee after considering the evaluation factors listed in 7.4 below, shall make a recommendation to the Executive Director as to which Proposers are well qualified to perform the services contemplated by this RFP. After receiving and evaluating the recommendation of the Evaluation Committee, the Executive Director will make a recommendation to the Authority's Members regarding the award of a Contract(s). The Authority's Members will then take action upon the recommendation. Proposers whose proposals are not accepted will be so notified in writing.

7.4 EVALUATION CONSIDERATIONS:

The Evaluation Committee will evaluate the proposal on the basis of the following factors:

- A. **Specific Individuals Responsible for Performance of the Contract:** An evaluation of the qualifications, expertise and reputation of the specific individuals who will be primarily responsible for the performance of the Contract as required by this RFP will be made. Included in this evaluation will be the individuals' expertise in the fields of Acceptance, Transportation, Processing and Marketing of Sewage Sludge. In addition, consideration will be given to past experience completing similar contracts.

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- B. Technical Merits: An evaluation of the extent and quality of the proposed processing technology employed, site planning, permit compliance, performance guarantees and the marketing plan will be made.
- C. MBE/WBE Participation: An evaluation of the extent and quality of the proposed participation by minority individuals will be made.
- D. Financial: An evaluation of the merits of the Offer including costs to the City, financial strength of the Proposer and historic financial performance of Proposer's similar contracts.
- E. Presentations: An evaluation of the clarity, completeness and responsiveness of the Proposer's written proposal and oral presentation, if any, as required by this RFP will be made.

PART VIII - ADA COMPLIANCE

8.1 ALTERNATIVE FORMS:

Alternative forms of this RFP will be provided upon request.

Attachment

EXHIBIT A

MANDATORY INSURANCE REQUIREMENT

ACCEPTANCE AND TRANSPORTATION OF SEWAGE SLUDGE GENERATED IN BALTIMORE CITY AND PROCESSING INTO A CLASS A PRODUCT

Prior to the execution of the contract by the Authority, the Proposer must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with the Authority, the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor's insurance shall be primary.

General Liability

General liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the Authority with at \$5,000,000 per claim and aggregate and a maximum deductible of \$25,000. The Proposer agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits
- Bodily Injury by Disease - \$100,000 each employee

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

EXHIBIT B

MANDATORY BOND REQUIREMENT

**ACCEPTANCE AND TRANSPORTATION OF SEWAGE SLUDGE GENERATED IN
BALTIMORE CITY AND PROCESSING INTO A CLASS A PRODUCT**

Bid and Contract Security/Bond

The Bid and Contract Security/Bond, in the amount of \$25,000 shall be submitted to the Authority by the Proposer with the RFP submittal. Unsuccessful Proposers will have their Bonds returned within 30 days of awarding of contract. The Authority shall release the Bid Bond or Contract Security Bond for the successful Proposer upon successful Commencement of service as long as the Proposer is not in default and the Bid Bond or Contract Security Bond is not being drawn upon by the Authority.

Performance Bond

Prior to the Commencement Date, the Proposer shall provide evidence of a Performance Bond, or standby Letter of Credit from a surety or insurance company acceptable to the Authority, covering the performance obligations of the Proposer. The Performance Bond or Letter of Credit shall be in an amount needed by the Proposer to implement and provide the service and it shall name the Authority and the City as beneficiary. The Performance Bond or Letter of Credit shall be in the form set forth in Appendix K. The Authority shall release the Performance Bond or Letter of Credit upon termination of this Agreement as long as the Proposer is not in default and the Performance Bond or Letter of Credit is not being drawn upon by the Authority. The amount of the Performance Bond or Letter of Credit will be determined based on the final contract amount.

**Request for Proposals for the Acceptance and Transportation of Sewage Sludge Generated in Baltimore City
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EXHIBIT C

Historical Data on Back River Waste Water Treatment Plant Sludge

**ACCEPTANCE and TRANSPORTATION of SEWAGE SLUDGE GENERATED IN
BALTIMORE CITY and PROCESSING INTO A CLASS A PRODUCT**

**Request for Proposals for the Acceptance and Transportation of Sewage Sludge Generated in Baltimore City and Processing into a Class A Product
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EXHIBIT C

Historical Data

- Processing data for FY 17, 18, 19, 20, 21, 22, 23 and 24 (below)
- MDE Monthly Reports for Compost during FY23 and to date in FY24 (PDF Files)
- CY 2024 Digested Sludge Data (Weekly; PDF Files)

BCCF Sludge Tonnage and Compost Sold 2017		
	Sludge (Wet Tons)	Compost (Cu yd)
January	2,170	2,434
February	2,172	2,965
March	2,179	3,302
April	2,185	6,101
May	2,789	5,868
June	2,190	3,871
July	2,185	3,017
August	2,180	2,028
September	2,045	4,463
October	2,622	3,213
November	2,884	2,095
December	2,201	1,567
2017 Totals	27,802	40,924

BCCF Sludge Tonnage and Compost Sold 2018		
	Sludge (Wet Tons)	Compost (Cu yd)
January	2,398	1,590
February	2,180	2,180
March	2,177	2,178
April	2,183	2,879
May	2,665	3,612
June	2,211	2,956
July	2,998	1,861
August	3,245	2,203
September	2,953	2,104
October	2,889	3,294
November	2,629	1,384
December	2,858	763
2018 Totals	31,387	27,004

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BCCF Sludge Tonnage and Compost Sold 2019		
	Sludge (Wet Tons)	Compost (Cu yd)
January	3,204	994
February	2,636	2,258
March	2,130	3,457
April	3,158	5,260
May	3,207	4,307
June	3,236	3,981
July	3,066	4,450
August	2,630	4,087
September	3,109	3,943
October	2,074	3,176
November	2,092	5,261
December	2,907	2,627
2019 Totals	33,450	43,801

BCCF Sludge Tonnage and Compost Sold 2020		
	Sludge (Wet Tons)	Compost (Cu yd)
January	2,548	2,933
February	2,204	2,973
March	2,379	2,811
April	2,987	3,045
May	3,891	3,483
June	2809,91	3,136
July	2,559	4,450
August	2,217	3,496
September	2,282	3,159
October	1,680	2,503
November	2,454	2,422
December	1,166	1,746
2020 Totals	26,367	36,157

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BCCF Sludge Tonnage and Compost Sold 2021		
	Sludge (Wet Tons)	Compost (Cu yd)
January	2,041	2,047
February	1,139	1,485
March	120	2,599
April	2,057	1,616
May	3,469	53
June	3,594	2,313
July	2,811	2,214
August	2,687	2,098
September	2,419	2,457
October	2,577	3,196
November	2,612	1,968
December	2,613	1,258
2021 Totals	28,139	23,304

BCCF Sludge Tonnage and Compost Sold 2022		
	Sludge (Wet Tons)	Compost (Cu yd)
January	2,195	669
February	2,275	3,148
March	2,449	2,133
April	2,233	3,578
May	2,121	3,591
June	2,518	2,445
July	2,725	3,178
August	1,983	4,192
September	2,383	3,051
October	1,645	2,446
November	2,115	2,304
December	1,399	2,055
2022 Totals	26,042	32,790

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BCCF Sludge Tonnage and Compost Sold 2023		
	Sludge (Wet Tons)	Compost (Cu yd)
January	1,528	2,370
February	1,388	1,755
March	793	1,706
April	3,064	1,969
May	2,609	1,012
June	2,691	2,464
July	1,993	1,856
August	2,615	2,925
September	996	2,778
October	2,588	2,218
November	1,199	1,136
December	2,373	1,608
2023 Totals	23,837	23,797

BCCF Sludge Tonnage and Compost Sold 2024		
	Sludge (Wet Tons)	Compost (Cu yd)
January	2,102	1,527
February	2,090	1,899
March	2,553	2,303
April	3,116	1,762
May	2,543	1,960
June		
July		
August		
September		
October		
November		
December		
2024 Totals	12,404	9,451

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EXHIBIT D

Additional Requirements for the Construction of a New Facility

**ACCEPTANCE and TRANSPORTATION of SEWAGE SLUDGE GENERATED IN
BALTIMORE CITY and PROCESSING INTO A CLASS A PRODUCT**

EXHIBIT D

Additional Requirements for the Construction of a New Facility

Below is a list of additional items that a Proposer proposing construction of a new Facility must address in the RFP proposal. The City will not make land available on City Waste Water Treatment Plant sites.

A. Evidence of the Ability to Obtain Permits

The Proposer is solely responsible for the acquisition of all permits for the construction of the Facility.

B. Environmental Justice Review

The Contractor shall provide a summary of the EJ Screening tool from MDE as part of the proposal package. [EJ Screening Tool \(maryland.gov\)](https://www.maryland.gov) (last accessed 04/18/2024)

C. Staffing and Scheduling

Prior to signing a contract, the Proposer must submit, as part of Section 5.3 (C)(2)(b), the names of personnel or subcontractors involved with the construction of the new Facility. The proposal must include a draft Critical Path Method (CPM) for the construction period, including permit acquisition, commencement of construction, progress milestones and performance verification for the new Facility.

D. Facility Siting

The Proposer is responsible for locating and acquiring a site for the Facility. All acquisition costs, permits and hearings, as well as liabilities pertaining to any site selected are the sole responsibility of the Proposer.

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EXHIBIT E

Current Plant Permits and Registrations

**ACCEPTANCE and TRANSPORTATION of SEWAGE SLUDGE GENERATED IN
BALTIMORE CITY and PROCESSING INTO A CLASS A PRODUCT**

EXHIBIT E

Current Plant Permits and Registrations

- Maryland Department of the Environment NPDES MD0061875
- Maryland Department of the Environment Stormwater MDR003643
- Maryland Department of the Environment Sewage Sludge Permit 2017-SCF-1206
- Maryland Department of the Environment Air Permit 510-2781
- City of Baltimore Wastewater Discharge
- City of Baltimore Fire Protection

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EXHIBIT F

CONTRACT AFFIDAVIT

**ACCEPTANCE and TRANSPORTATION of SEWAGE SLUDGE GENERATED IN
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Contract Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title)_____ and the duly authorized representative of
(business)_____ and that I possess the legal authority to make
this Affidavit on behalf of myself and the business for which I am acting.

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EXHIBIT G

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

**ACCEPTANCE and TRANSPORTATION of SEWAGE SLUDGE GENERATED IN
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**Request for Proposals for the Acceptance and Transportation of Sewage Sludge Generated in Baltimore City
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CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

The business named above is a (domestic____) (foreign____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

EXHIBIT H

ADDENDA RECEIPT FORM

Receipt of Addenda for the Request for Proposals for the

ACCEPTANCE and TRANSPORTATION of SEWAGE SLUDGE GENERATED IN BALTIMORE CITY and PROCESSING into a Class A Product

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 company official.

Addenda #	Date Received	Responding Official	Date Confirmation Sent

APPENDIX I

FORM I-1

PROPOSER'S CONTACT INFORMATION FORM

(1st) Name:

Title:

(2nd) Name:

(optional)

Title:

(optional)

Proposer:

Address:

Telephone Number:

Fax Number:

E-mail (1st):

E-mail (2nd):

I / we prefer to be contacted by: *(circle one)* U.S. Mail, telephone, fax, e-mail

Please e-mail, fax or mail completed form to:

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

APPENDIX I

FORM I-2

WAIVER OF DAMAGES

The Proposer and all Affiliates understand that by submitting a Proposal, the Proposer is acting at its own risk and the Proposer and all Affiliates hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting or to result from any action or inaction on the part of the Authority concerning the evaluation and selection of Proposals by the Authority, any Service Contract entered into for the Services described in the RFP, or any award or non-award of a Service Contract, pursuant thereto.

Attached is a letter authorizing the following person to sign this form, and the Proposal, on behalf of the Proposer.

Proposer:

Signature of Authorized Official

Typed Name

Title

Date

APPENDIX J

PROPOSAL ITEM CHECKLIST

(This list is to assist the Proposer. The list does not relieve the Proposer from reading the RFP carefully and determining what must be submitted with its Proposal. The Proposer is advised to check off each item as it is completed to avoid overlooking any items.)

Please return executed copies of Form I-1 and Form I-2 of this RFP to the Authority to receive any written Addenda that describe any changes, interpretations, or clarifications in response to any Proposers' written questions. Proposers may mail, email, or fax the forms to the addresses on Form I-1.

1. Email Submission(s) of Technical and Price Proposal to procurement@nmwda.org with the subject line "Baltimore City Biosolids Project" on or before 4:00 p.m. (local time) September 27, 2024.
2. Financial reporting per Section 5.2B and bond requirement per Exhibit K, including but not limited to the following:
 - a. Evidence of the ability to obtain a Performance Bond/Letter of Credit in the amount required by the Service Contract. This may be a letter of interest in providing the bond from a qualified financial institution.
 - b. Copy of current certificate of good standing from Maryland State Department of Assessments and Taxation, or similar from the state of incorporation for the Proposer, and any proposed subcontractors.
3. Addenda receipt form per Exhibit H including copies of Addenda received under this RFP.
4. The information required in Section 1.7.
5. Evidence of ability to obtain insurance as required under the Service Contract.
6. Proposer's contact information form (Appendix I Form I-1).
7. Waiver of Damages form (Appendix I Form I-2).
8. Proposal Bond (cashier's check) copy (original to be mailed to the Authority's address, as listed on Form I-1, no later than seven (7) calendar days past the Technical and Price Proposal Due Date).

Signature of Proposer: _____

Printed Name and Title: _____

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Signature of Risk Manager: _____

Printed Name: _____

Signature of Counsel: _____

Printed Name: _____

APPENDIX K

**FORM OF PERFORMANCE BOND
AND PERFORMANCE 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: _____, 2025

Date Bond Executed: _____, 2025

[TITLE].

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

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if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

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

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

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

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

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

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

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include

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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)

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Corporate Secretary

President

AFFIX CORPORATE SEAL

.....

Attest:

Title Signature

By: _

AFFIX CORPORATE SEAL

Business Address of
Surety: Bonding Agent's
name: Agent's Address:

FORM OF PERFORMANCE LETTER OF CREDIT

Date: _____

The Executive Director, Mayor and President of the Baltimore City Council:

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 Acceptance, Transportation, Processing and Marketing of Baltimore City Sewage Sludge Services to the Authority as set forth in the “**Service Agreement**,” dated _____, 2025 (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.

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

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

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

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 600 (2019), 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:

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APPENDIX L

DRAFT SERVICE AGREEMENT