



COORDINATING COMMITTEE

PUR-1403 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE/ TECHNICAL PROPOSALS AND PRICE PROPOSALS

LANDFILL INSPECTION SERVICES REQUIREMENTS CONTRACT

The Board of County Commissioners of Washington County, Maryland is requesting Qualification and Experience Proposals as well as Price Proposals from qualified engineering/inspection firms to provide construction inspection services for Landfill Construction in Washington County.

The Washington County Coordinating Committee will be evaluating submissions to this request and select those firms deemed most qualified. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications and Experience as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the "Division & Departments/Purchasing Department/Open Bid Invitations."

A Pre-Proposal Conference will be held on **Wednesday, November 14, 2018 at 2:00 P.M., (EST)** in the Second Floor Conference Room No. 2001 of the Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

One (1) original and five (5) copies of submittals of Qualifications and Experience information from firms, including Standard Form 330, enclosed in a sealed opaque envelope marked "**Q&E – Landfill Inspection Services**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Landfill Inspection Services**" are due into the Office of Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **Wednesday, December 12, 2018 at 4:00 P.M., (EST)**. The Washington County Coordinating Committee will evaluate the proposals. Failure to comply with providing the above required information for the Committee's review may result in disqualification of that firm.

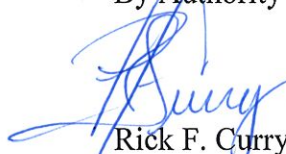
NOTE: All Proposers must enter the County Administration Complex through either the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government implemented new security protocols at the Washington County Administration Complex at 100 West Washington Street, Hagerstown, effective February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type: firearms, ammunition and explosive devices; cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles or anything with a cutting edge, etc.; pepper spray, mace or any other chemical defense sprays; and illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Director of Purchasing, 240-313-2330 Voice, TDD Dial 7-1-1 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO - Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

PUR-1403
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS

LANDFILL INSPECTION SERVICES
REQUIREMENTS CONTRACT

November 5, 2018

Your firm is hereby invited to submit a proposal to provide construction inspection services for Landfill Construction in Washington County. **The duration of the contract shall be for a period of one (1) year from the date of the executed contract or February 3, 2019 (whichever is later) for these services with an option by the Board of County Commissioners to renew for up to four (4) additional and consecutive one (1) year periods. Extensions shall be subject to written approval by the County at least sixty (60) calendar days prior to the contract expiration date.** Should the consultant wish to renew the contract during the option years, he must submit a letter of intent to the Director of Purchasing at least ninety (90) calendar days prior to the expiration of the contract. The County reserves the right to reject any request for renewal and any increase in hourly rates. All other terms and conditions shall remain unchanged. This Contract is solely for landfill construction projects. Additional inspector(s) may be hired to assist during construction phases, as determined by the County. The County reserves the right to use other consulting companies for this purpose.

Interested firms shall provide Qualifications and Experience (Q & E) proposals concurrently with Price Proposals in separately sealed envelopes. It is the County's intent to open and review each firm's Q & E to evaluate qualifications and experience. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & E's considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm.

I. PROJECT

As a result of the County's proposed construction schedule for the upcoming construction season, the County requires assistance in order to provide appropriate construction inspection for landfill construction projects. Typical elements of construction may include: sanitary landfill cell floor construction, landfill capping, leachate collection systems, leachate storage tanks, sediment basins, leachate collection pump station and transfer facility; landscaping, electrical utility services and distribution, building construction, installation of groundwater monitoring wells/probes, roads, drainage structures, and any landfill construction project or related tasks. Both full time and part time oversight may be needed. The number of inspectors needed at any one time and throughout the term of the contract is dependent upon the contractor's approach to the various projects, actual project start dates and County staff workload. **This is a requirements contract; Consultant inspectors will be utilized on an as-needed basis with no guarantee of a maximum or minimum number of hours or testing procedures.**

II. SCOPE OF WORK

- A. The work effort will consist of providing inspection services for landfill related construction projects located throughout the County. The projects involve the construction of sanitary landfill floor construction, landfill capping, leachate collection systems, leachate storage tanks, gas collection systems, sediment basins, leachate collection pump station construction, earthwork, landscaping, building construction inspection, mechanical and electrical systems, monitoring wells and other related tasks.
- B. The Consultant shall provide all required transportation for their personnel.
- C. The Consultant will be required to submit certified time sheets, signed by the County Representative, documenting the time charged for those personnel reporting to each project. Each person and each site must be clearly identified.
- D. In addition to the equipment and material necessary to perform the tasks described herein, the following safety related equipment shall be supplied by the consultant, be present at the site at all times and be used when appropriate. The Consultant shall supply any personal safety equipment that is needed and not specifically listed.
 - 1. Hard hat
 - 2. Safety vest
 - 3. Safety shoes/boots
 - 4. Goggles or safety glasses
 - 5. Ear protection
- E. Office space may not be provided at all sites. For those projects with full time oversight, office trailers are anticipated. The Consultant shall be prepared to work out of their vehicle when office space is not provided.
- F. The current specification for these projects are the County job specific specifications and may include references to the SHA Standard Specifications for Construction and Materials, 2008 with addenda, and as modified by County Standards and special provisions.
- G. The Construction Inspector(s) shall prepare and/or review all monthly estimates for payment on forms acceptable to the County, reviewing them with the County Representative and submitting them for approval and processing. The inspector shall attach or submit all supporting documentation with the monthly estimate for review and approval.
- H. In addition to other equipment specified elsewhere, the Consultant shall, as a minimum, supply their personnel with the following: engineers and architects scales, miscellaneous drafting equipment for preparing sketches, calculators, pens and pencils, sketch book, diary, 100-foot tape, material thermometers, SHA Standard Specifications for Construction and Materials, 2008, all addendums, notepaper, computation and sketch pads, and marking paint. Lock level, surveyor's level, tripod and rod may be needed at specific direction from the County.

- I. The County may provide a digital camera for the project. If no camera is provided by the County, the consultant shall supply a digital camera capable of providing photographs to record normal daily progress of the work and to record and identify damage to problem areas, as necessary. Photos may be printed in color and filed in a single three-ring binder or copied to a CD or other form of digital storage. Digital photos and printouts will become the property of Washington County. Photo records shall include project title, contract no., location and date.
- J. The Consultant shall be responsible to oversee and monitor the Contractor's material testing procedures which includes but is not limited to making concrete cylinders, on-site storage and testing, procedures mandated in the project specifications.
- K. No third-party material testing will be permitted without approval from the County. The inspector(s) presence may be required at various project sites during scheduled work hours. The inspector(s) will be required, within reason, to be on-call 24 hours to address emergency situations. Twenty-four (24) hour emergency contact telephone numbers shall be provided.
- L. The Consultant will be required to provide the services under this contract at any project located within Washington County and should be aware of the geographic boundaries of the County.
- M. Two (2) inspector grades, Project Manager and Certification Engineer positions are required.
- N. The lower inspector grade shall be **Construction Inspector**, with responsibilities as follows:
 - 1. Report to the County representative assigned to the project.
 - 2. Prepare and maintain:
 - a. Daily construction reports compiled in a log. These reports shall be signed and dated by the inspector and the construction contractor's superintendent including all original sketches and computation sheets. Copies of this material may be given to the Contractor. Copies of the County's standard form will be supplied to the Consultant. The Consultant may use alternate forms if approved by the County's Representative.
 - b. Bound daily project diary supplied by the Consultant.
 - c. A sketch book, supplied by the Consultant, (in loose-leaf binder) of all pay items and changes from the designated plans and maintain a marked set of prints using a red pencil indicating all such changes.
 - d. Contract item ledger sheets for each pay item, including contingencies

showing daily use and total to date.

- e. Photographic documentation, as specified in above Section II. I.
3. Maintain in an organized manner files containing approved shop drawings, material certification(s), test results, mix designs, invoice requests, change orders, progress meeting minutes, and all correspondence.
4. Strictly monitor the quantities of all line items being incorporated in the contract and shall advise the County's Representative in advance of any need to increase any line item quantity. The inspector shall not authorize the contractor to pursue any work for which the inspector does not have an executed change order unless an emergency situation exists.
5. Inspect the materials and installation methods in accordance with the approved plans and specifications.
6. Attend progress meetings and all other applicable meetings as necessary. On projects where multiple inspectors are assigned, only the Senior Inspector need attend progress meetings.
7. The Construction Inspector shall compare approved shop drawings and submittals with materials actually being incorporated in the work and inspect methods being used.
8. Review and make recommendations to the County on acceptance or rejection on any or all tests.
9. Conducts a semi-final inspection of the work performed and prepare a detailed punch list of all items requiring corrective work.
10. Collect material samples and certifications in accordance with the specification, as applicable. These shall be logged and kept in a neat orderly manner. Inspector shall not allow installation of any item or material without receiving proper samples and/or certifications.
11. Review the monthly invoices submitted by the contractor with the County Representative and make recommendations regarding payment due, payments to be withheld or other retainage.
12. Inspect and strictly enforce sediment and erosion control provisions and requirements.
13. Enforce the use of an approved traffic control plan and ensure that no work takes place until an approved traffic control plan has been provided (if Applicable).

14. Monitor condition of all excavations, subsurface conditions and backfill. Record condition in daily construction log. Review and maintain copies of OSHA/MOSH Excavation Plans.
 15. Witness all field tests as required by the specifications.
 16. The Construction Inspector shall be capable of reading and interpreting construction plans and appropriate project specifications.
 17. The Construction Inspector shall have required experience as specified herein for the construction of cell floor and/or capping, including liner installation, leachate collection systems, leachate storage tanks, permeability testing, compacted clay liner construction, geosynthetic clay liner, geotextiles and aggregates.
 18. The Construction Inspector shall report to the project site on time, as directed by the County Representative.
 19. The Construction Inspector shall maintain a copy of the Scope of Work under this Contract readily available at all times.
 20. The Construction Inspector may be required to collect soil samples for laboratory testing.
 21. The Construction Inspector shall have at least one (1) year experience in the construction of sediment basin and related drainage structures.
- O. The higher inspector grade shall be **Senior Construction Inspector**, with responsibilities as follows:
1. The Senior Construction Inspector shall be capable of performing all tasks required of the Construction Inspector.
 2. The Senior Construction Inspector will report to the County Representative.
 3. The Senior Construction Inspector shall be responsible for reviewing the plans and specifications, and other contract documents for completeness, verification of contractor documents and permit conditions, supervise construction inspection, administer the construction contractor, coordination and work with County Representative to resolve potential problems and conflicts, check shop drawings, mix designs, and material certifications, if in compliance with project plan/specifications.
 4. Review and make final recommendations of monthly contractor request for payment to the County Representative.
 5. The Senior Construction Inspector shall be able to use a survey level to verify

specified grades and elevations. The senior inspector must be proficient in the use of this equipment and the associated calculations. A complete set of the equipment, tripod, level and rod, must be supplied by the Consultant on an as needed basis as directed by the County.

6. The Senior Construction Inspector may generate correspondence and supporting material needed for the preparation of change orders. The County Representative shall prepare the change order document.
7. The Senior Construction Inspector will be responsible for providing guidance to the contractor, in coordination with the County representative. Guidance requiring a change in contract value and schedule will be the responsibility of the County.
8. The Senior Construction Inspector shall be responsible for making the determination as to the compliance with the appropriate specification of all material and test results.
9. The Senior Construction Inspector shall comprehend and enforce the project schedule. Experience with the critical path method (CPM) of scheduling is required. The Senior Construction Inspector shall notify the County Representative when the construction activity deviates from the approved schedule. Maintain an inspection schedule based on Contractor's construction schedule(s), and document progress and delays.
10. The Senior Construction Inspector shall document all meetings that occur on the site. Documentation must include date, time, attendees, issues discussed, and decisions/direction given.
11. The Senior Construction Inspector will be responsible for the preparation of the final punch list necessary for project closeout, will participate in follow-up inspections, acceptance of work and report to the County at completion of the project.
12. The Senior Construction Inspector will be responsible for the preparation of a redlined plan reflecting the as-built conditions. The plan must be of suitable accuracy and clarity so that the County may prepare the final drafted as-built plan from the information it contains.
13. The Senior Construction Inspector shall notify the County Representative in advance of scheduled major tests, inspections, or start of important phases of work.
14. Identify potential construction deficiencies and problems; alert the Contractor and the County Representative to their existence, recommend remedial action and do so in a timely manner.
15. Verify Contractor as-built drawings and document all construction activities of sub-contractors on-site.

16. Observe and document quality control sampling and testing of material and observe workmanship by Contractor forces.
 17. Must have basic computer knowledge and know how to use a digital camera. Must have access to e-mail for purposes of communication and transfer of information.
 18. Observe, inspect and document any damage to installed material or potential hazards to personnel or property. Notify Contractor for corrective actions and check corrective actions.
 19. Verify that certificates, warranties, operation and maintenance manuals and other required contractor's submittals are furnished and are complete.
 20. During liner deployment, the Senior Inspector shall obtain and send a representative sample of each welded seam for destructive testing to an approved independent laboratory as directed. Upon receipt of the test results, the Inspector shall immediately compare it with Contractor's test results (conducted on site) and shall inform the County Representative as necessary.
 21. The Senior Construction Inspector, when supported by a Construction Inspector, shall supervise the Construction Inspector's activity.
- P. **Project Manager** - This position will be the County's point of contact with the Consultant. The Project Manager will provide the scheduling of inspectors, aide in the resolution of project specific problems, give guidance to the County Representative about products, processes and procedures during construction and will attend progress meetings. The hourly rate submitted on Attachment No. 1 shall be used for all project managers.
- Q. **Certification Engineer** - This position will be the principle in charge of all Certification documents required by MDE, Soil Conservation District or any other agency. The certification Documents may include, but are not limited to, Landfill Cell Construction, Landfill Cap Construction and Stormwater management Structures. The hourly rate submitted on Attachment No. 1 shall be used for all project managers.

III. QUALIFICATIONS

- A. Each inspector shall possess prior field experience on projects similar to the types described herein. The resumes provided in your submittal for each staff member must clearly indicate the types of projects for which they have experience. Certifications as described herein shall be obtained prior to the start of the first assigned project.
- B. Construction Inspector
 1. Minimum of 1,000,000 SF of geosynthetic liner system installation experience.
 2. GCI (Geosynthetic Certification Institute) Certified Geosynthetic Materials and

Compacted Clay Liner Inspector, preferred but not required.

3. State of Maryland Erosion and Sediment Control Certification (Green Card).
4. An engineering degree does not necessarily meet the requirements specified herein.
5. The ability to communicate effectively both verbally and in writing.
6. Valid Driver's License to operate a motor vehicle.
7. Training in Cardio Pulmonary Resuscitation (CPR).

C. Senior Construction Inspector

1. Minimum of 5,000,000 SF of geosynthetic liner system installation experience.
2. GCI (Geosynthetic Certification Institute) Certified Geosynthetic Materials and Compacted Clay Liner Inspector, preferred but not required.
3. State of Maryland Erosion and Sediment Control Certification (Green Card).
4. An engineering degree does not necessarily meet the requirements specified herein.
5. Must have required field experience in the inspection of landfill construction (cell floor/capping), including installation of landfill gas collection systems, geomembranes (HDPE, VLDPE), geosynthetic clay liner, geo-composite, drainage nets, geotextiles, sampling for conformance testing, field seaming operation, compacted clay liner, visual observation for acceptability before and after deployment, destructive and non-destructive testing(s), documentation, repairs, as-builts, panel-layout verifications, installation of ground water monitoring well/probes, hydraulic conductivity testing, quality control destructive seam sampling and testing, selective test location(s), checking and accepting liner material(s) on-site, undisturbed soil sampling, QC/QA, and soil subgrade approvals.
6. Must be capable of performing, at a minimum, the job tasks identified in Section II of this request.
7. The ability to communicate effectively both verbally and in writing.
8. Valid Driver's License to operate a motor vehicle.

D. Project Manager

1. Project Manager for projects containing a minimum of 5,000,000 SF of geosynthetic liner system installation experience.

2. Minimum State of Maryland Erosion and Sediment Control Certification (Green Card).
3. Minimum of five (5) years of experience in Leachate Collection, Conveyance and Storage Systems.
4. Minimum of three (3) projects containing Active and Passive Gas Extraction and Monitoring Systems.
5. Minimum of two (2) years of Project Management Experience.

E. Certification Engineer

1. Registered Professional Engineer in the State of Maryland
2. Oversight of projects containing a minimum of 10,000,000 SF of geosynthetic liner system installation.
3. Minimum of ten (10) years of experience with landfill cell design, closure design, permitting and landfill construction projects.
4. Minimum of ten (10) years of experience in Leachate Collection, Conveyance and Storage Systems.
5. Minimum of five (5) projects containing Active and Passive Gas Extraction and Monitoring Systems.

IV. INSURANCE REQUIRED

- A. The successful Consultant must show prior to the execution of the agreement evidence of appropriate Insurance as outlined in the attached copy (Attachment No. 2) of Washington County's *Insurance Requirements for Independent Contractors Policy*.
- B. Professional Liability -The successful Consultant must also show prior to the execution of the Agreement evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

V. COMPENSATION

The Consultant will be compensated for the work based on an hourly rate. Two (2) hourly rates for each position shall be provided, straight time and overtime. Straight time shall be used for normal weekday workdays up to ten (10) hours per day. Overtime shall be used for all hours in excess of the ten (10) hour normal weekday, County holidays, and/or Saturdays/Sundays shall only be used with prior approval of the County Representative. A listing of County holidays is included as Attachment No. 3. Compensation for field and laboratory services will be based on a rate per each test.

- A. Weather, project schedule, etc. may affect the Consultant's work schedule. The County Representative may notify the Consultant of schedule changes at any time. However, the Consultant will be reimbursed for a minimum of two (2) hours (per person) for any single day in which the County Representative requests the consultant to be on site and is shut down due to weather or other unexpected circumstance. No reimbursement will occur if no work is scheduled.
- B. Time charges for inspection shall be based on the time the inspector is at the project site. Travel time to or from the site from the inspector's home office or residence is not reimbursable. Travel time during the workday to and from the County Representative's Office, testing lab, or between construction sites is reimbursable. Time spent at the County Representative's Office, testing lab, or other approved locations is reimbursable. The County shall reimburse the Consultant for approved driving time by applying a standard rate per mile to the actual driving distance by the most direct route. The rate of reimbursement shall be based on the most recent U.S. Federal Government reimbursement rate during any contract term. As of January 1, 2018, this rate is \$0.545 per mile.
- C. All hourly fees shall include supervision, office support, lab support not specifically addressed herein, fringe benefits, incidentals, travel, printing overhead, profit and out-of-pocket costs necessary to accomplish the tasks required by this request. No other expenses beyond those specifically identified in this request are eligible for payment.
- D. Prices are to be net thirty (30) calendar days; time will be computed from date of receipt of correct invoice.
- E. The attached Proposal Form (Attachment No. 1) shall be completed and submitted as shown.

VI. CONSULTANT AGREEMENT

The successful Consultant will be required to enter into a contract agreement with the County. The format of the contract agreement requirements (Attachment No. 4) to be executed is attached for your use.

VII. POLITICAL CONTRIBUTION DISCLOSURE

The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the

contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

VIII. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the *Washington County Procurement Policy Manual* relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. No proposal preparation expense will be paid by the County relative to any response to this solicitation. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. The Coordinating Committee shall be comprised of the County Director of Purchasing (Chairman Designee), County Director of Environmental Management, County Deputy Director of Environmental Management – Solid Waste, County Deputy Director of Environmental Management – Engineering Services, and County Buyer.
- C. Two (2) separately sealed proposals shall be submitted. One shall be the Qualifications and Experience (Q & E) of the firm. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered qualified and responsive to this request after detailed review of the Q & E by the Coordinating Committee.
- D. The approval or disapproval of Consultants will be determined by their response to this request and on past performance with Washington County. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of your abilities.
- E. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) business days following notification.
- F. As a minimum, your Qualification and Experience Proposal shall include the following:
 - 1. Standard Form 330 listing only those projects similar to that proposed and the resumes of only the staff to be assigned to this contract. Clearly indicate for which staff position(s) they are being proposed. Based on their qualifications, some staff may meet the requirements for more than one employee classification. Multiple individuals may be listed under a single employee classification to assure adequate coverage of all areas of expertise. Provide a listing of relevant projects. Provide a listing of staff that worked on the project and their project assignment (i.e., design engineer, designer, etc.). Complete project description, nature of firm's responsibilities, project owners' name and reference contact with current telephone number, among other things, shall be fully described in the form. Due to space limitations in the form, separate, detailed resumes are encouraged.
 - 2. Statement by the Consultant of their ability both in experience and available

manpower to meet the requirements contained herein.

3. Conclusion, remarks and/or supplemental information pertinent to this request.
- G. As a minimum, your Price Proposal shall include the following:
1. A copy of the list described in Item F.1. above.
 2. The Proposal Form contained herein (Attachment No. 1).
 3. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 5) executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
 4. Fully executed Government-Wide Debarment and Suspension Affidavit (Attachment No. 6) using the form provided herein.
 5. Conclusions, remarks and/or supplemental information pertinent to this request.
- H. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth herein.
- I. Price proposals, which accompany Qualification and Experience Proposals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the Consultant.
- J. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- K. It is expected that the contract award will be made within forty-five (45) calendar days after the receipt of proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request; will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- L. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- M. Proposals cannot be altered or amended after they are opened.
- N. Consultants should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by

Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

- O. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."

IX. METHOD OF AWARD AND TERMINATION

- A. Contract shall be awarded to the firm with personnel considered qualified.
- B. Although not the sole determining factor, prices will be the prime determining factor in selecting the qualified firm receiving a contract. Upon qualification of proposers, the lowest total price from the following price matrix shall be used by the County to award the contract. The price matrix has been prepared for the purpose of price comparison only. The actual contract hours and distribution of hours by position may vary from the values indicated in the price matrix.

With consideration given to prior annual usage, total sum proposals shall be based on an estimated annual usage as shown in the price matrix in Table A.

Table A

Hourly Rates			
Position	Estimated Annual Hours	Hourly Unit Rate	Total
Construction Inspector			
Straight Time	800	\$	\$
Overtime	200	\$	\$
Senior Construction Inspector			
Straight Time	1,000	\$	\$
Overtime	300	\$	\$
Project Manager			
Straight Time	500	\$	\$
Overtime	75	\$	\$
Certification Engineer			
Straight Time	200	\$	\$
Overtime	25	\$	\$
Total Sum			\$

- C. Upon contract award, the County will clearly identify which proposed staff is considered acceptable to perform the services described herein.
- D. The County reserves the right to request specific staff. The Consultant shall make every reasonable effort to accommodate such requests. Repeated failure to accommodate such requests is cause to terminate the contract.
- E. Since this is a requirements contract, there is no guaranteed minimum or maximum number of hours or staff for this effort.
- F. The individual assigned to a project by the Consultant and as approved by the County (mandatory), shall remain on the project for the duration of the required service. If a change in inspection personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
 - 1. Written notice shall be given to the Division of Environmental Management at least two (2) weeks in advance, if possible, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
 - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced and their resume of prior experience and training shall be submitted for review and approval by the Division of Environmental Management.
 - 3. For any approved change of personnel, the original unit contract cost shall remain fixed and will not be revised.
 - 4. Repeated requests of this nature may be considered cause for the County to terminate the contract.
- G. Should the Consultant remove or attempt to replace personnel without written approval by the Division of Environmental Management, the County may terminate the contract. The Consultant shall be liable to the County for any cost incurred resulting from no site inspection of construction and/or for any costs to provide additional services either by County personnel or others. Such cost shall be reimbursed to the County or deducted from the Consultant's fee as applicable.
- H. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

X. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposer as it may reasonably require and may require

interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. The County reserves the right to not hold discussion after award of the contract.

XI. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Wednesday, November 14, 2018 at 2:00 P.M., (EST)** at the Washington County Administration Complex, Second Floor Conference Room No. 2001, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but attendance is strongly encouraged. It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal.

XII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his proposal as submitted. The County will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. No requests received after **Monday, November 26, 2018 at 4:00 P.M. (EST)** will be considered. Every interpretation made by the County will be made in the form of an addendum. If issued, addenda will be sent by the Director of Purchasing to all interested parties.

XIII. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- C. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Deputy

Director of the Division of Environmental Management.

- D. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Deputy Director of the Division of Environmental Management.
- E. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.

If your firm is interested in performing the above services, please send five (5) copies of your Qualifications and Experience Proposal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E - Landfill Inspection Services**" and five (5) copies of your Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – Landfill Inspection Services**" no later than **Wednesday, December 12, 2018 at 4:00 P.M., (EDST)** to the office of Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. Inquiries regarding this request should be directed to **Rick F. Curry, CPPO, Purchasing Director, 240-313-2330, FAX 240-313-2331.**

Sincerely,

Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

Attachments (6)

cc: Coordinating Committee Members

**PUR-1403
PROPOSAL FORM
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

**LANDFILL INSPECTION SERVICES
REQUIREMENTS CONTRACT**

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity/ Unit	Unit Price (Figures)	Total Price (Figures)
A	Construction Inspector – Hourly Rate for Straight Time _____ Dollars (Written) _____ Cents (Written)	800 hours	\$ _____ (figures)	\$ _____ (figures)
B	Construction Inspector – Hourly Rate for Overtime _____ Dollars (Written) _____ Cents (Written)	200 hours	\$ _____ (figures)	\$ _____ (figures)

G	Certification Engineer – Hourly Rate for Straight Time _____ Dollars (Written) _____ Cents (Written)	200 hours	\$ _____ (figures)	\$ _____ (figures)
H	Certification Engineer – Hourly Rate for Overtime _____ Dollars (Written) _____ Cents (Written)	25 hours	\$ _____ (figures)	\$ _____ (figures)
TOTAL SUM PROPOSAL _____ Dollars (Written) _____ Cents (Written)				\$ _____ (figures)

CONSULTANT MUST SIGN BELOW:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

E-mail Address: _____

Telephone No./Fax No.: _____

Date: _____ Federal Employer's Identification No.: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

2018/2019 HOLIDAY SCHEDULE

Holiday	2018	2019
New Year's Day	Monday, January 1, 2018	Tuesday, January 1, 2019
Martin Luther King's Birthday	Monday, January 15, 2018	Monday, January 21, 2019
President's Day	Monday, February 19, 2018	Monday, January 18, 2019
Good Friday	Friday, March 30, 2018	Friday, April 19, 2019
Memorial Day	Monday, May 28, 2018	Monday, May 27, 2019
Independence Day	Wednesday, July 4, 2018	Thursday, July 4, 2019
Labor Day	Monday, September 3, 2018	Monday, September 2, 2019
Veteran's Day	Sunday, November 11, 2018 (observed Monday, November 12, 2018)	Monday, Nov. 11, 2019
Thanksgiving Day	Thursday, November 22, 2018	Thursday, Nov. 28, 2019
Friday after Thanksgiving	Friday, November 23, 2018	Friday, Nov. 29, 2019
Christmas Eve	Monday, December 24, 2018	Tuesday, Dec. 24, 2019
Christmas Day	Tuesday, December 25, 2018	Wednesday, Dec. 25, 2019
New Year's Eve	Monday, December 31, 2018	Tuesday, Dec. 31, 2019

PUR-1403
AGREEMENT

BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

AND

I. PARTIES

This Agreement is made and entered into by and between **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a subdivision of the State of Maryland (the "County"), and the firm of _____, a _____ corporation (the "Consultant").

II. WORK EFFORT

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated November 5, 2018 and all addenda (collectively the "RFP") and the Consultant's "Proposal" dated _____ (the "Proposal"), the contents of said "RFP" and "Proposal" are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project schedule as contained in the "RFP."

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the County shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment or deviation from the schedule.

IV. TERMINATION

The County may, upon written notice to the Consultant, terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the "RFP" within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate the Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine, in its sole discretion, that termination is in the best interest of the County, the County may terminate this Agreement, in whole or in part, at any time during the term of this Agreement. Any termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work is terminated and the effective date of such termination. If this Agreement is terminated as provided for in this paragraph, the Consultant shall be entitled to compensation only for satisfactory work completed up to the effective date of termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under subparagraph "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Consultant. The County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising

under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

- A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local law, rule or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Consultant.

With regard to any construction resulting from services rendered to the County by the Consultant, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued not later than the relevant Date of Substantial Completion of the Work,

and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as exist and identified by the Consultant, available to the County without significant cost, and necessary for the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Consultant for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County employees are free to participate in Consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF EFFORT, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and Federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot be distributed for profit. The Consultant may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the "RFP."

XIII. MEETINGS

When requested by the County Project Manager or Deputy Director of the Division of Environmental Management (the "Department"), selected employees of the Consultant shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.

XIV. PAYMENT

The Consultant hereby agrees to undertake the project for the following Rates as set forth in the "RFP" and the "Proposal":

Construction Inspector -
Hourly Rate for Straight Time: _____/hr.

Hourly Rate for Overtime: _____/hr.

Senior Construction Inspector -
Hourly Rate for Straight Time: _____/hr.

Hourly Rate for Overtime: _____/hr.

Project Manager -
Hourly Rate for Straight Time: _____/hr.

Hourly Rate for Overtime: _____/hr.

Certification Engineer -
Hourly Rate for Straight Time: _____/hr.

Hourly Rate for Overtime: _____/hr.

County-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for cost re-negotiation, provided such adjustments do not constitute change in the general scope of the project.

In the event that changes in the general scope of effort are mutually agreed upon by the parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order to the purchase order to this Agreement.

XV. METHOD OF PAYMENT

The Consultant will, at a designated time each month, submit on its standard form an invoice for his services rendered. The invoices shall indicate the total amount due for each inspector, showing hours multiplied by hourly rates. In addition, the Consultant shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the

various work products that the Consultant is required to furnish as part of the Agreement.

The Consultant will submit the original and two copies of the invoice directly to the Washington County Department of Engineering Services, 16232 Elliott Parkway, Williamsport, Maryland, 21795-4083. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Chief Finance Officer for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XVII. EQUAL EMPLOYMENT

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant shall not:

(1)... fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or

(2)... limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

In addition, the Consultant further certifies that it now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVIII. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work,

during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, its servants or agents, under this Agreement.

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

B. General Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants, or agents (other than that arising out of Consultant's professional services).

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

- C. The Consultant will not hold the County liable for any injuries to employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.

- D. The Consultant will provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters referenced in subparagraphs (A) and (B) of this section (i.e. \$1,000,000 for Professional Liability and \$1,000,000 for General Liability).

XXI. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Consultant, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

XXIII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order is

issued.

XXV. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

XXVII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the County.

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, members or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXIX. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance

with the standards set forth in subparagraph A above, and such failure is made known to the Consultant within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.

- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.

In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Title 14, Election Law Article, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, The parties have caused this Agreement PUR-1403 to be executed on _____, 2018, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

(SEAL)
Secretary

BY: _____

Name and Title

Address

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Terry L. Baker, President

Recommended for approval:

David A. Mason, Deputy Director
Division of Environmental Management

Approved as to Legal Sufficiency:

County Attorney

PUR-1403
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the Price Proposal.)

Contractor _____

Address _____

Telephone _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above
(Month) (Year)
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

**GOVERNMENT-WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name of Contractor's Authorized Official: _____

Printed Title of Contractor's Authorized Official: _____

Date: _____