



## COORDINATING COMMITTEE

**PUR-1531  
REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS AND EXPERIENCE  
AND  
PRICE PROPOSALS**

**DIVISION OF ENVIRONMENTAL MANAGEMENT  
DEPARTMENT OF SOLID WASTE  
WASTE DIVERSION FACILITY**

**March 16, 2022**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience and Price Proposal Submittals from qualified parties to provide the **Financing, Design, Construction, Operation and Maintenance of a Solid Waste, Waste Diversion Facility.**

The Washington County Coordinating Committee will be evaluating submissions to this request and will consider those firms deemed most qualified. The Committee reserves the right to interview some or all the prospective firms.

The format for submittals, information regarding the scope of work and the criteria to be used by the Committee are available from either the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/> or for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, March 23, 2022, at 1:30 P.M. (EDT/EST)** in the Washington County Administration Complex Second Floor Conference Suite 2001, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

All interested firms shall send one (1) original, six (6) copies and six (6) flash drive of the Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque marked " **WASTE DIVERSION FACILITY** " and one (1) original, six (6) copies and six (6) of their Price Proposal in a separately sealed opaque envelope marked "**PRICE PROPOSAL – WASTE DIVERSION FACILITY**", to the Office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington

Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EST/EDT), Wednesday, April 20, 2022**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification. The County intends to open and review each firm's Q & E to evaluate qualifications and experience first. 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 party.

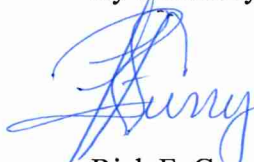
**NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference/Teleconference and/or the Bid Opening. Alternate routes are controlled by a door access system. 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.**

Inquiries regarding this request should be directed to **Rick F. Curry, CPPO - Purchasing Director 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.

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 County Commissioners of Washington County do not discriminate based on race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-3132330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Teleconference.

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 able to perform the contract.

By Authority of:



Rick F. Curry, CPPO  
Purchasing Director

cc: Coordinating Committee Members  
Attachments (1)

## **1.0 INTRODUCTION:**

The Washington County Department of Solid Waste currently has one (1) active landfill (40 West Landfill), four (4) closed landfills (Resh Road, City/County, Hancock, and Rubble Reclamation Landfills) and four (4) MSW Transfer facilities (Greensburg, Hancock, Kaetzel and Dargan). The transfer stations collect MSW and commingled recyclables; MSW is transferred to the 40 West Landfill and recyclables are transferred to a sorting/recycling facility owned by a private company. The 40 West Landfill currently operates about 299 days per year and is closed on Sundays and the following holidays: New Year's Day, Martin Luther King Jr Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

Through this RFP, the County is seeking to select a private company to finance, design, build, operate, and maintain a solid waste management project, as well as acquire waste for and market recoverable materials, products and/or energy recovered therefrom for a minimum of a twenty (20) year operating period following the Guaranteed In-Service Date, with the option for renewals.

The Bidder is required to describe the specifics of the proposed operations. The operation will include, at a minimum, a Material Recovery Facility (MRF) where the waste will be sorted. The operation will also include an additional Waste Diversion Facility, where the remaining MSW will be processed to produce energy, fuels, or other products. All recyclables and products are to be marketed and sold by the bidder. In addition to the MRF, the proposed facility shall include one of the preferred technologies or any combination. The preferred technologies include pelletization, gasification, or aerobic digestion. The description shall include how the facility will meet the Goals of the Project as outlined in Section 1.1

The objectives of this RFP are to select an experienced party with a reliable technology, resources, and financial capacity to:

- A. successfully finance, develop, build and operate the Facility with a sustainable end product(s)
- B. maximize recycling and diversion from landfilling through materials recovery and/or conversion of waste into marketable products (including consideration of production of renewable energy, fuels and chemicals)
- C. operate in an environmentally acceptable manner (including consideration for reduction of greenhouse gas emissions), and
- D. provide services in an economically competitive manner.

## **1.1 GOALS OF THE PROJECT:**

The goals of the Project are as follows:

- A. The selected Bidder will design and construct a Material Recovery Facility (MRF) to maximize materials recovery, with remaining waste managed through efficient conversion to compost, renewable energy, fuel, chemicals, and/or other usable and sustainable products. The County is not specifying the type of facility to be constructed, it will be the

responsibility of the Bidder to prove the facility can meet the minimum requirements of this RFP.

- B. The resulting project will have the capacity to process a minimum of 150,000 TPY of Acceptable MSW (500 TPD at 85% annual availability). Bidders are to describe at what point in their development and operation they will have the ability to provide the requested capacity in their proposals. The project should be initially sized at 500 TPD of Acceptable MSW with the potential to expand as daily tonnage increases and the ability to decrease production if tonnage decrease, (i.e., during a recession). It is estimated that 50,000 tons/year of Acceptable Recyclables will be processed in the MRF. This tonnage may vary depending upon the type of Solid Waste Diversion Facility utilized for the Project. The MRF is to be capable of meeting the tonnage requirement at the Guaranteed In-Service Date, unless agree upon by the Bidder and County. To supplement the daily tonnage, the bidder may choose to use minable waste, there is over 2,000,000 tons of minable waste available at the 40 West Landfill. The bidder will be responsible for securing the required permits for mining of waste.
- C. A successful process shall achieve a minimum efficiency of 85%, i.e., a minimum of 85% of the total scaled material will be processed and diverted from the landfill.
- D. The resulting project will provide stable and competitive pricing for municipalities.
- E. The resulting project will enhance the local communities by providing quality jobs, purchasing of local goods and services, and taking steps to mitigate potential negative impacts such as traffic, odors, human health, and environmental impacts.
- F. The resulting project will minimize negative environmental and health impacts of waste management, including minimizing greenhouse gas emissions.
- G. The resulting project will be compatible with current practices for source separation and collection of designated recyclables.
- H. It is planned that the project will be privately financed.
- I. The resulting project will make use of an area specified at the 40 West Landfill. Fifteen to twenty acres has been designated for this project.
- J. The resulting project will make use of the existing patterns of municipal collection services for waste and recycling as outlined in Section 1.5, Paragraph E.
- K. The resulting project will commence Commercial Operations within two (2) years of Contract execution, contingent upon timely State and local approvals.

## **1.2 PURPOSE OF THE RFP:**

The Request for Proposals requires the perspective bidders to prepare a proposal inclusive of technical and financial qualifications, technical approach, business approach, other information as outlined in Section 1.5, and the Price Proposal. From the proposals received, the County will select one Bidder to enter into an Agreement conditionally within ninety (90) days of selection; the agreement will

be based on the proposals submitted. If the parties should fail to reach an agreement, the County may select an alternate finalist from among those who submitted proposals or may decide to discontinue and re-advertise this RFP.

### **1.3 PROPOSAL SUBMISSION REQUIREMENTS:**

The Bidders shall adhere to the following:

A. Qualification and Experience and Price Proposals shall be due **4:00 P.M., (EDT/EST), Wednesday, April 20, 2022.**

B. Bidders must submit one (1) original, six (6) copies and six (6) flash drives of their Qualifications and Experience Submittal information including Standard Form 330 in the RFP, enclosed in a sealed opaque envelope marked "**WASTE DIVERSION FACILITY**" and one (1) original, six (6) copies and six (6) of their Price Proposal in a separately sealed opaque envelope marked "**PRICE PROPOSAL – WASTE DIVERSION FACILITY**" to the attention of:

Rick F. Curry, CPPO - Purchasing Director  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Third Floor, Suite 3200  
Hagerstown, Maryland 21740

C. Each proposal shall contain the full name and business address of the Bidder and contact person and shall be signed by an authorized officer or duly authorized representative of the Bidder. Bidders must sign the original proposal and include copies of the signature page with the bids.

D. Additional required information as outlined in Section 1.5:

Section 1	Executive Summary
Section 2	Technical and Managerial Approach
Section 3	Operation and Maintenance Plan
Section 4	Financial Plan/Financial Security
Section 5	Schedule for Project Development
Section 6	Product Marketing Plan
Section 7	Environmental Assessment
Section 8	Transportation Plan
Section 9	Community Relations and Outreach
Section 10	Contribution to Employment and Economic Development

E) Term:

The Project must be in operation for at least twenty (20) years. The term of service under this RFP shall begin on the Contract Date continuing through the Guaranteed Inservice Date and twenty (20) years of operation with an option to renew for up to two (2) additional consecutive five (5) year periods, subject to written notice given by the County at one hundred eighty (180) calendar days in advance of its expiration date. If the Bidder wishes to renew the contract, he/she

must submit a letter of intent to the Director of Purchasing at least one hundred twenty (120) calendar days prior to the expiration of each contract period. Consideration for renewal shall be given on the basis of total fees, profit and performance. The County reserves the right to accept or reject any request for renewal that the Bidder may request at that time. All other terms and conditions shall remain unchanged. The County reserves the right to terminate this contract if the successful bidder does not execute a contract and begin work within a the time frame set forth in RFP. Bidders are encouraged to make their own determination as to the Guaranteed In-Service Date that best fits their individual project needs.

F) Communications:

This RFP is being issued by the Department of Solid Waste and the respective user divisions and departments for the County. Vendors are specifically directed **NOT** to contact any County personnel, for meetings, conferences or technical discussion related to the RFP. Unauthorized contact of any County personnel may be cause for rejection of vendor's RFP response.

All communications regarding the RFP shall be referred to:

Rick F. Curry, CPPO – Director of Purchasing  
Washington County Administration Complex  
100 West Washington Street, Third Floor, Suite 3200  
Hagerstown, MD 21740  
Telephone: 240-313-2330  
FAX: 240-313-2331

**1.4 ANTICIPATED ROLES AND RESPONSIBILITIES OF PUBLIC AND PRIVATE PARTICIPANTS:**

A. Selection:

The Committee receiving all Proposals, including confidential materials, and performing the complete Proposal review consists of the following parties: The County Administrator (or designated representative), Chief Financial Officer (or designated representative), Director of Business Development (or Designated Representative), Director of Purchasing, Director of Environmental Management, Deputy Director of Solid Waste and Recycling Coordinator/Operations Supervisor. The terms of the final project shall be subject to an agreement between the selected Bidder and the County. The County is ultimately responsible for the final contract negotiation and execution.

Selection of a finalist does not guarantee required federal, state, and local approvals.

B. Presentations:

Bidders may be required to make a public presentation of their Proposal if requested by the Committee. Each Bidder will be given thirty (30) minutes for the proposal with time after the presentation for questions by the Committee. The presentation will cover all aspects of the proposal unless given specific talking points by the Committee.

### C. Agreements:

The bidder will be required to enter into specific agreements with the County. The specifics of the agreements (i.e., fees, profit sharing, escrow, etc...) will be based on the information submitted in the Bidders price proposal and approved/or negotiated by the County.

### 1.5 QUALIFICATIONS SUBMISSION INSTRUCTIONS:

All proposals shall be submitted in accordance with Section 1.3 of the RFP. Proposals should be organized into the following Sections:

#### Section 1 Executive Summary:

The Bidder is required to provide an Executive Summary for the project proposal which includes a Vendor Profile and Experience Profile as described herein.

A. Vender Profile: The bidder shall describe the Bidder's qualifications and relevant experience; this section must include:

- Company Name
- Business Address
- Principal Contact
- Form of business
- Names of Partners or officers
- If corporation, date, and state of incorporation
- If a partnership or Joint Venture
- A summary of the legal/financial responsibilities of each member regarding this Project
- If the Bidder is a partially or fully owned subsidiary, identify the parent firm and relationship with the parent corporation
- Resumes of key personnel - Each entity on the Bidder's team shall be described separately. A summary of roles each member will play on the project team must be provided
- The Bidders role in the project during construction and the life of the project
- Name, address and phone number of references (references will be contacted by the County)
- A bidder's proposal may be based on a Project Team (i.e., Partnership, Joint Venture etc.) with multiple individuals or companies who together enhance the technical or financial viability of the proposal. Provide a description of the business entity structure of the Bidder's organization from a financial and legal perspective, including any general and limited partners, officers, directors, managers, members and shareholders, involvement of any subsidiaries supporting the project, and the providers of equity and debt during project development. Provide an organization chart showing the relationship between the equity participants and an explanation of the relationships.

B. Experience Profile:

(1) All vendors shall provide sufficient information to demonstrate the Bidder has the experience and qualifications to successfully complete the project. Each Bidder shall provide a description of at least one (1) project the Bidder has undertaken within the last five (5) years, involves major components, facilities and

work like the facilities and work required by this RFP and demonstrate rights and access to technology proven to work over the last five (5) years. Multiple projects can be listed if they meet the criteria. The profile(s) shall include the following information:

- Quantity of waste processed per day and per year
- Cost of the project and revenues generated by the project
- Information of equipment types, installation operation, maintenance schedules and suppliers
- Proposed and actual project schedules
- Residuals disposed of and processed (solids, ash, liquids etc.)
- Problems encountered and how problems were addressed during all phases of bidding, award, design, construction, and operation
- Copies of each warning, notice of violation, consent order or other enforcement action involving the project during the past (5) years
- The facility's design rated capacity (e.g., tons per day) and its actual throughput during commercial operations
- Description of the pre-processing system used (if applicable)
- A summary of the facilities compliance tests results, including environmental compliance tests (e.g., stack tests) and summary of results of the facility's overall performance.
- Facility's energy efficiency
- Facility's downtime and availability
- Quantity (percentage) of waste received by the facility not processed or by-passed
- Air pollution controls used by the facility
- Odor controls used by the facility
- Quantity and types of marketable products and by-products from the facility's operations, tests results concerning the quality of the products, and tests results of the residue or waste that require disposal.

C. Description of Process: Provide a detailed description of the proposed process with an explanation of why the process is best for the County. Include the following information:

- A detailed description of the types of waste that can be processed in the facility. Efficiency of the facility in terms of waste processed versus waste landfilled.



- Description of Product Diversity: list all products the facility can produce under normal operations and measures that can be taken if desired product markets change.

Section 2      Technical and Managerial Approach:

The Bidder shall provide information of the Technical and Managerial approach for the project including the information detailing the proposed technology and organizational structure for the project as outlined in Appendix A.

Section 3      Operation and Maintenance Plan:

Provide an O&M plan for the project development and operation that demonstrates the long-term operational viability of the proposed project as outlined in Appendix B. The plan should include a discussion of the staffing levels proposed for the project (and future expansions), utility needs, scheduled and unscheduled maintenance anticipated, computerized operation and maintenance management, monitoring, inventory systems to be employed, etc. Describe the proposed O&M funding mechanism and funding levels needed to support planned and unplanned O&M requirements. Describe the terms (or expected terms) of the warranties and/or guarantees on major equipment that the Bidder is seeking. Specify the expected operating constraints and operational restrictions for the project (i.e., limits on the number of hours a unit may be operated per year or unit of time). Specify partial and complete planned outage requirements in weeks or days. Also, list the number of months required for the cycle to repeat (e.g., list time interval of minor and major overhauls, and the duration of overhauls, and the schedule for capital repair and replacement).

Section 4      Financial Plan/Financial Security:

This section shall be written in accordance with the outline in Appendix C. The Bidder shall also provide a current letter from surety demonstrating bonding capability for the full cost of the construction and the annual cost of operation of the proposed Facility. The Bidder shall also provide a letter(s) from insurance providers stating that the Bidder can meet Washington County's Insurance Requirements for Independent Bidders as specified in the RFP. Include an estimate on the amount of time the initial capital investment will be recovered.

Section 5      Schedule for Project Development:

Provide the anticipated timeline; include a complete schedule for the project from the execution of the Agreements to the start of commercial operations. For each project element, list the start and end date. Identify the elements on the critical path. The schedule should include, at a minimum:

- facility contracts
- permitting and environmental approvals
- product marketing
- financing
- design and key equipment procurement

- start of construction, construction schedule
- facility startup/commissioning/acceptance testing
- start of commercial operation
- site preparation work
- environmental assessments and/or environmental impact statements (including anticipated permit submittal and approval dates) and
- any other requirements that could influence the project schedule and the commercial operation date, such as negotiation of host community agreement, environmental justice review, etc.

Section 6      Product Marketing Plan:

This section shall be in accordance with Appendix D.

Section 7      Environmental Assessment:

This section addresses environmental and other regulatory issues associated with project development and operations. Provide a preliminary environmental assessment of the site and project, including during both construction and operation, as applicable, describing potential impacts, controls and other mitigation measures, any potential impediments to development as well as environmental benefits of the project. The assessment should address each of the major environmental areas addressed in Appendix E, as applicable to the proposed project, including greenhouse gas emissions.

Section 8      Community Relations and Outreach:

Describe how the Bidder will develop and maintain professional, responsible, and responsive working relationships with its neighbors, service recipients, the general public, the media, County, municipal and other government representatives, public sector advisors or Contractors, regulatory agencies, and other entities that have relationships with the Facility. The Bidder's plan for community relations is outlined in Appendix F.

Section 9      Contribution to Employment and Economic Development:

Provide estimates of the number of jobs and wages associated with the development and operation of any proposed facilities. Describe and enumerate economic benefits to Washington County and the State, use of local labor, purchase of goods and services locally, etc. Benefits may be direct and indirect economic benefits.

**1.6      EVALUATION:**

To determine whether a Proposal is deemed responsive, all Sections of the RFP are required to be addressed; any section omitted or considered incomplete will result in the bidder as non-responsive and an automatic disqualification. Any bidder considered nonresponsive will have the Price Proposals returned unopened. The Bidders will be evaluated using the comparative scoring matrix below.

	Criteria	Maximum Score
1	Efficiency, %	25
2	Product Diversity	25
3	Financial Plan	50
4	Technical and Managerial Approach	10
5	Operation and Maintenance Plan	10
6	Product Marketing Plan	10
7	Environmental Assessment	10
8	Community Relation Plan	10

A) Scoring Matrix:

1. Efficiency: Percentage of total waste (total waste means all trash crossing the scales including MSW, construction debris, yard waste, etc.) diverted from the landfill. Scoring will be based on the description in the Executive Summary, Part C: Description of the Process as outlined in Section 1.5.
2. Product Diversity: Scoring will be based on the description in the Executive Summary, Part C: Description of the Process as outlined in Section 1.5.
3. Financial Plan: Scoring will base on the responses to Appendix C.
4. Each of these sections will be scored based on the responses in the proposal from the corresponding sections outlined in Section 1.5.
5. Bidders achieving the minimum score of 150 will move on the final phase of the evaluation, Price Proposals.

B) Financing:

The Bidder shall demonstrate the ability to provide 100% private financing for the cost of the project. The Bidders must provide a reasonable plan for financing the proposed project, including the funding of development costs, design, construction, operating/maintenance costs, and the required financial security. Bidders should address the ability to acquire the required equipment in the time frame proposed. Upon request of the Bidder(s), the county will sign a Nondisclosure Agreement to provide the required financial documentation. The bidder shall include an explanation of the proposed profit-sharing plan, revenues and/or fees with the County. Maryland Department of the Environment has stated in the past permitting is to be done for the full facility, this should be verified by the bidder once the Contract is awarded and considered when developing the project.

C) Ownership:

Bidders shall assume the County maintains ownership of all sites. The County reserves the right to consider other ownership arrangements at the conclusion of the Term, including private ownership.

D) County Contributions:

The County Contribution to the project is the land to be leased and provide the trash from the 40 West Landfill and Transfer Stations.

E) Development:

The County will notify the Bidders of the selection. The County maintains the right to provide oversight of the development process, operations, and maintenance necessary to monitor the Bidder's conformance with all Contract conditions and provide support as may be required to obtain necessary permits and other approvals.

For Proposal purposes, Bidders shall assume that the County will be responsible for operating the existing Landfill, scale house and Transfer Stations. Transportation of MSW from the Transfer Stations (including the 40 West Landfill) shall be included as the Bidders responsibility. There is no public water or sewer available for this project, the bidders shall include the need for a well and septic system with the construction expenses.

F) Feedstock Acquisition and Marketing of Recoverable Materials, Products and/or Energy:

Bidders shall assume the use of existing methods for the acquisition of Acceptable MSW and Acceptable Recyclables. The Bidder will be responsible for the marketing of products recovered or produced therefrom. NOTE: Bidders must provide detail on their product marketing plan as described in Appendix D: Product Marketing Plan.

G) Operation:

The Bidder shall be responsible for the operations of the proposed facility from the Guaranteed In- Service Date through the remainder of the Contract Term.

H) Disqualifying Conduct:

Any Bidder or Bidder's representative who seeks to influence the RFP process to gain an advantage may be barred from submitting a Proposal or from having a Proposal considered at the sole discretion of the County. Examples of prohibited conduct include but are not limited to:

- 1) Engaging in direct communication on any matter related to the RFP with any elected official or individual involved in the evaluation or selection of proposals, except through the procedures outlined in this RFP or subsequently set forth by the County.
- 2) Requesting or otherwise obtaining records related to any proposal at any time before a contract award is announced.

I) Failure to Achieve Project Financing:

If the selected Bidder has not obtained financing within ninety (90) days from the date upon which financing is to occur in the Bidder's project schedule as set forth in the Agreement, the County shall have the right to terminate the Contract at its convenience or upon request of the Bidder.

J) Tie-Bids:

If two or more Bidders have equal financial impact to the County (the “**Tie Bidders**”), the Committee shall identify the selected Bidder by evaluation of the efficiency (% of tonnage not landfilled) of the facility.

1.7 SCHEDULE:

A. The proposed tentative schedule for the solicitation of bids is set forth below. The County reserves the right to revise the schedule as necessary. Any changes or revisions to the schedule will be sent out in the form of an Addendum.

EVENT	DATE
Advertisement of RFP	March 16, 2022
Pre-Proposal Conference/Teleconference Meeting	March 23, 2022
Deadline for questions from Bidders*	April 6, 2022
Final proposals due	April 20, 2022
Presentations of proposals (if required)	May 2 - 6, 2022
Anticipated Award Date	May 24, 2022
Anticipated NTP	June 7, 2022

\* Bidders are encouraged to submit questions in advance of this date.

B. Reporting Requirements:

The successful Bidder shall report to the County monthly during development and construction of the project. The Bidder shall conduct monthly progress review meetings in-person at County's offices. The Report shall include the following information:

1. Project Progress Reports: Following execution of the Agreements, the Bidder shall provide summaries of project status monthly during the time in which the project is being developed and constructed, up to the Guaranteed In-Service Date. Summaries shall include a brief description of project progress indicating the work completed to date and the anticipated project completion date. Status of development and construction and significant milestones achieved during the month;
  - a) Status of permitting and significant permits obtained during the month;

- b) Fiscal reports, status of financing for the project;
- c) Events during the month expected to result in delays in the Guaranteed In-Service Date and steps to be taken to minimize those delays;
- d) Critical milestones not yet achieved and projected date for achievement;
- e) Current projection for commercial operation date; and
- f) Any project risks and mitigation strategies.

2. Annual and Final Report:

- a) The successful project must provide an operating report to the County, no later than January 31<sup>st</sup>, annually, for the Contract Term once the project is operational. The report shall include the following information:
  - summary of tonnages of MSW processed;
  - amount of recovery of any recyclables;
  - the amount and type of generation of products and products sold;
  - the amount of residue requiring disposal;
  - the results of all periodic testing conducted during the year;
  - monthly data on the maximum, minimum, and average kW, gallons of fuel or quantity of chemicals produced;
  - maintenance schedule;
  - financial performance;
  - maintenance cost per ton
  - capital investments and infrastructure upgrades;
  - emissions profile and mitigation plan;
  - staffing levels; and
  - annual energy efficiency projects and savings incurred.
- b) One hundred twenty (120) days prior to the expiration date of the Agreements, the Bidder shall submit a letter of intent notice to the Director of Purchasing for consideration of contract renewal option, if a renewal is sought.
- c) If renewal is not sought, the bidder shall submit a Final Report indicating its plan to restore the site to commercial use. The Bidder shall be responsible for any repair, restoration, or remediation necessary to address damage or conditions caused by the Bidder to the Facility or Site during the Contract Term.

## **2.0 ORGANIZATION OF THE PROPOSAL:**

Applicants are required to organize their proposal consistent with the Submission Instructions in Sections 1.3 and 1.5.

### **2.1 PRICE PROPOSAL:**

- A. Bidders shall complete the Proposal Form as the Price Proposal and shall include all proposed Revenue Reductions for the County (i.e., tipping fees paid by the County), County Revenue Increases (i.e., Lease Payments, Profit Sharing, Contract Services for Use of County Employees) and any increase or decrease in county expenditures.
- B. The Bidder shall also include Future Profit Projections as outlined in Appendix C. For Proposal purposes assume a CPI with annual escalation of 2%. Bidders may propose annual escalation as a percentage of the CPI, i.e., at some percentage less than 100% of the CPI if they choose. If calculating energy revenues, Bidders should not assume that values for any energy related attributes (e.g., Renewable Energy Credits), will exceed what is currently permissible by law. For Proposal purposes, do not assume payment for decommissioning the Facilities at the end of the Contract Term.
- C. Complete Bid Form
- D. Purchasing Affidavit
- E. A summary outlining the County's fees versus profits.
- F. The Price Proposals will be evaluated based on a comparison of the Total Fees and Profits for a period of twenty (20) years. The proposal giving the County the best overall Profit margin will be awarded the Contract and that is most advantageous to the County.

### **2.2 REQUESTS FOR ADDITIONAL INFORMATION:**

Following the submission of proposals, the County may request clarification and additional information from Bidders at any time during the evaluation process. Bidders that do not respond promptly to such information requests or do not provide adequate information may be eliminated from further consideration. See Section 1.3 (F) for further details regarding communications and Section 1.4 (B) for presentation details.

### **2.3 LIMITATION OF LIABILITY:**

Neither this RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or co-tenancy relationship among the County, members of the committee or any other individuals or entities involved in the development or administration of this RFP (collectively, the "RFP Parties"), nor any other relationship or liability beyond those (if any) explicitly adopted in writing and executed by authorized representatives of the applicable RFP Parties. None of the RFP Parties shall be liable for any act or omission of any other RFP party. Neither this RFP nor any other aspect of this solicitation creates or is intended to create third party beneficiaries hereunder. In no event will an RFP party be liable to any person for special, incidental, punitive, exemplary, indirect, or consequential damages or lost profits, whether by statute, in tort or contract or otherwise.

### **3.0 COMPLETENESS:**

Each of the instructions set forth in Sections 1 and 2 of this RFP must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, in their sole discretion, whether any aspect of the Proposal meets the submission requirements of this RFP and to waive minor informalities in Proposals. The County further reserves the right to reject any Proposal or part thereof which, in its sole judgment, does not comply with these Proposal requirements.

### **4.0 ACCESS TO FACILITIES AND SITES:**

Bidders shall be provided access to the site by appointment only. Appointments will be made on a first-come, first-served basis, and will be limited to **Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M., (EDT/EST)** to arrange for access, Bidders shall contact:

Mr. David A. Mason, P.E., Deputy Director  
Division of Environmental Management  
Department of Solid Waste  
12630 Earth Care Road  
Hagerstown, MD 21740  
Tel: 240-313-2790  
Email: [dmason@washco-md.net](mailto:dmason@washco-md.net)

Requests for access shall be made in writing (email is acceptable) and shall include the date and time requested, an alternate date and time should the first request be unavailable, the purpose of the visit, number of participants for the visit, and contact information (name, phone number, email address) of the person coordinating the visit on behalf of the Bidder. Written requests for access to the site shall provide at least three (3) business days advance notice for coordination and conformation of an appointment.

### **5.0 COSTS INCURRED BY BIDDERS:**

All costs involved with the preparation and submission of responses to this RFP, or any work performed in connection therewith, clarifications requested, interviews, and negotiations that result therefrom shall be borne by the Bidder. No payment will be made for any responses received, or for any other effort required of or made by the Bidder.

### **5.1 ORAL PRESENTATION/INTERVIEW/INFORMATION ON REFERENCE FACILITIES:**

The County may require Bidders to make oral presentations in support of their Proposal or otherwise demonstrate the information contained therein. The County may request visits to Bidder's referenced facilities, or to contact representatives at such facilities to assess their performance.

### **5.2 RULES, REGULATIONS, AND LICENSING REQUIREMENTS:**

Bidders agree to comply with Applicable Law. The Bidder shall obtain and maintain, entirely at its own expense, all licenses, certifications, permits, and inspections required for services to be provided in accordance with any forthcoming Contract and shall comply with all laws, ordinances, and regulations applicable to the Services.



Damages, penalties, and fines imposed on or incurred by the Bidder, for failure by the Bidder to obtain and keep current required licenses or permits, or to comply with laws, ordinances, or regulations, shall be borne by the Bidder.

The Bidder agrees to abide and be governed by Federal, State, City and other local laws, regulations and/or ordinances, which may have a bearing on the work contemplated hereunder.

### **5.3 AGREEMENT NEGOTIATIONS:**

Once the bidder has been selected, the agreements and contracts will be finalized by the County and will be based on the winning Bidder's Price Proposal. The only negotiations to be entertained by the County are the Contract Dates (Commencement Date, Project Schedule, etc.), Project Schedule, use of County employees or any other items not specified in the RFP or Price Proposal.

The County may, in its sole discretion and at any time, exclude the Bidder from further participation in the negotiation process if it determines that any proposed Agreements with such Bidder would not be in the best interest of the County.

Negotiations with another Bidder may be initiated, if Contract negotiations with the Selected Bidder are at an impasse or are contrary to the public interest and do not meet the goals of the RFP as determined by the County. The Selected Bidder will receive written notification of any decision to discontinue negotiations with the County.

A Bidder who fails to negotiate the Agreements in good faith shall forfeit its Proposal Bond or alternative security.

The Agreements will specify liquidated damages associated with the Bidder's non-performance under the Agreement.

### **6.0 USE OF EXISTING DOCUMENTS:**

The County will fully cooperate to make available to the Contractor for their use any plans, specification or reports pertaining to this assignment currently in the County's possession. The County makes no warranty as to the accuracy of these documents, nor will the County accept any responsibility for errors or omissions that may arise because of the Contractor relying upon them. Accordingly, the Contractor is encouraged to field verify all such information to the extent they determine necessary to satisfy themselves of its accuracy.

### **7.0 LIQUIDATED DAMAGES:**

Liquidated damages of ten thousand dollars (\$10,000.00) per calendar day may be assessed at the County's discretion, against the Contractor for failure to meet the schedule established. It is imperative that the Division of Environmental Management be contacted immediately should circumstances beyond the Contractor control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the County. Liquidated Damages will not automatically apply to all project assignments. The County will designate if liquidated damages apply to an assignment at the time of communicating the scope of services.

## **8.0 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: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.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. **Two separate proposals shall be submitted.** One shall be the Qualifications and Experience (Q & E) of the Contractor or Contractor team. The other shall be the Price Proposal. **The Price Proposal will be opened only if the firm is considered responsible, qualified, and responsive to this request after detailed review of the Q & E by the Coordinating Committee.**

## **9.0 METHOD OF AWARD AND TERMINATION:**

Upon qualification of Bidders, Price Proposals will be evaluated by comparing the Fees and Profits as outlined in Section 2.1. If an award of the contract is made, it will be made to the highest responsible, responsive bidder within the time specified for bids to remain irrevocable. The award of this contract will be based on having performed satisfactorily on previous projects and having adequate work force and equipment to perform the stated work within the prescribed time frame and of satisfactory quality.

## **10.0 PRE-PROPOSAL CONFERENCE/TELECONFERENCE:**

A Pre-Bid Conference/Teleconference will be held on **Wednesday, March 23, 2022 at 1:30 P.M., (EDT/EST)** in the Washington County Administration Complex Second Floor Conference Room 2001, 100 West Washington Street, Hagerstown, Maryland 21740. **All interested bidders wishing to take part in the meeting via teleconference shall call 240-313-2330 prior to the teleconference to receive instructions.** All interested bidders are requested to be present. Attendance in person or via teleconferencing is not mandatory for those wishing to submit proposals but is strongly encouraged.

## **11.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:**

Should any Bidder find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he should immediately request in writing an interpretation from: Rick Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all Bidders in the form of addendum to this solicitation, and such addendum shall become part of the contract documents. Requests received after **4:00 P.M. (EST/EDT), Wednesday, April 6, 2022** may not be considered. Every interpretation made by the County will be made in the form of an addendum.

## 12.0 TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Bidder if the successful Bidder 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 the 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 Bidder 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 Director of Environmental Management.
- D. No reports, information or data given to or prepared by the Bidder under the contract shall be made available to any individual or organization by the Bidder without the prior written approval of the Washington County Director of Environmental Management.
- E. By submitting a proposal, the Bidder agrees that he is satisfied, because of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. Bidder 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.
- G. 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."
- H. **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 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.

- I. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Request for Proposal (RFP): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this RFP is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this RFP.
- J. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> , email address is [sdat.charterhelp@maryland.gov](mailto:sdat.charterhelp@maryland.gov), and phone numbers are: (410) 767-1340 or (888) 246-5941.
- K. **Taxpayer Identification Number and Certification (Form W-9):** Proposers must provide, prior to any payment made under the contract resulting from this request, evidence of a Taxpayer Identification Number. The appropriate documentation for meeting this requirement is a copy of the Contractor's W-9 Form (Request for Taxpayer Identification Number and Certification). Note: A blank form may be obtained at [www.irs.gov](http://www.irs.gov) or from the County's Purchasing Department.
- L. **Compliance with Laws:** The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
- M. **Independent Contractor Status:** The successful Proposer is an independent contractor and neither the Proposer nor its employees, agents, nor representatives of Board of County

Commissioners shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Proposer. From any amount due the Proposer, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Contractor.

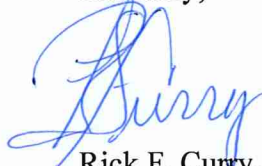
**N. Health Insurance Portability and Accountability Act (HIPAA)**

- 1) Contractor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., as the same may be amended from time to time and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as may be amended from time to time. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Health-General §4-301 et seq., as the same may be amended from time to time. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.
- 2) Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

- O. The successful Proposer shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.

All interested firms shall send one (1) original, six (6) copies and six (6) flash drive of the Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E – WASTE DIVERSION FACILITY**" and one (1) original, six (6) copies and six (6) flash drive of the Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – WASTE DIVERSION FACILITY** " no later than **4:00 P.M. (local time/EST), Wednesday, April 20, 2022**. Submittals are due in the office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Suite 3200, Hagerstown, MD 21740.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

WASHINGTON COUNTY  
COORDINATING COMMITTEE

cc: Coordinating Committee Members  
Attachments (1)

**PUR-1531  
CONTRACT**

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

**AND**

**I. PARTIES**

This Contract is made and entered into by and between **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), and \_\_\_\_\_ (the "Contractor").

**II. WORK EFFORT**

- A. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal (PUR-1531) dated March 16, 2022, and all addenda, (collectively the "RFP") and the Contractor'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 Contractor agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.
- C. This Contract will be in effect for a period of twenty (20) years from the date of execution, after the Contract term. One hundred eighty (180) calendar days prior to the expiration date of the Contract, the Bidder shall submit notice for consideration of contract renewal option, if a renewal is sought.

**III. SCHEDULE**

The Contractor will 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 Contract by the County and the Contractor. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Contractor 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 Contract, except in cases in which the County agrees in writing that circumstances beyond the control of the Contractor shall warrant alteration, adjustment or deviation from the schedule.

#### **IV. TERMINATION**

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

- A.1 Except as provided in A.2 below, if the Contractor shall default in performance of this Contract 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 Contract.
- A.2 If the Contractor 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 Contract, immediately, without notice or opportunity to cure.
- B. If the County shall determine that termination is in the best interest of the County the County may terminate the Contract. Any termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated, and the effective date of such termination.

If after termination of this Contract or any part thereof for default under "A.1" or "A.2" above it is determined that the Contractor 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 Contractor, 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 Contractor shall stop work under the Contract 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 Contract, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

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



## **V. DISPUTES**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by Contract between the Contractor 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 Contractor. 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 Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance under this Contract 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 Contractor 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 Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Contractor, the auditing agency will afford the Contractor 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 Contract 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 Contractor 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 Contractor 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 Contractor.

## **VIII. CHANGES**

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

## **IX. WAIVERS**

The failure of the parties to enforce, at any time, the provisions of this Contract 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 Contract 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 are existing and identified by the Contractor, available to the County without significant cost, and necessary for the work, shall be furnished to the Contractor without charge by the County. The County shall cooperate with the Contractor in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Contractor for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Contractor for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Contractor-produced data or documentation. However, County employees are free to participate in Contractor-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 Contractor 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 Contractor 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 Contractor shall confer with the County before doing so. Materials approved for release by the Contractor cannot be distributed for profit.

The Contractor may publish information pertaining only to its services rendered under this Contract 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 the Director of the Department of Solid Waste (the "Department"), selected employees of the Contractor shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.

### **XIV. PERSONNEL**

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

### **XV. EQUAL EMPLOYMENT**

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

The Contractor 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 Contractor 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.

### **XVI. 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 (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.

- B. The Contractor 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 Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

## **XVII. EXECUTION OF CONTRACT**

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

## **XVIII. COUNTY SAVED HARMLESS/INSURANCE REQUIRED**

### **A. Professional Liability**

The Contractor 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 Contractor, its servants or agents, under this Contract.

Monies to become due the Contractor under the Contract 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 Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

### **B. General Liability**

The Contractor 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 Contractor, its servants, or agents (other than that arising out of Contractor's professional services). Monies to become due the Contractor under the Contract 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 Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

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

- D. The Contractor shall 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 mentioned in subparagraph (A) and (B) of this section (i.e. \$1,000,000 for Professional Liability and \$1,000,000 for General Liability) and shall name the Board of County Commissioners of Washington County, Maryland, its agents, elected and appointed officials, commission members and Employees, as additional insureds under the Contractor's general liability policy.

## **XIX. COVENANT AGAINST CONTINGENT FEES**

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

## **XX. 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 Contractor, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Contract 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 Department.

## **XXI. DELAYS AND EXTENSIONS OF TIME**

The Contractor 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 Contract. 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 Contractor.

## **XXII. 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 Contract and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Contract 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 Contractor will be processed by a written change order requisition and is effective only when the change order is issued.

## **XXIII. 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 Contract.

#### **XXIV. OWNERSHIP OF DOCUMENTS**

The Contractor 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 Contract 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 Contractor other than that provided in the Contract.

#### **XXV. DISSEMINATION OF INFORMATION**

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

#### **XXVI. SANCTIONS UPON IMPROPER ACTS**

If the Contractor, or any of its officers, partners, principals, members or agents, or if an employee of the Contractor acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Contract or the services or any payment under it, the Contract may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Contract, the Contractor shall be liable for the refund of all fees or profit paid under the Contract. 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.

#### **XXVII. RESPONSIBILITY OF CONTRACTOR**

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, 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 Contractor shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Contract.
- C. If the Contractor 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 Contractor within two (2) years after expiration of this Contract, 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 Contractor's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- D. The Contractor 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.

## **XXVIII. CHOICE OF LAW**

- A. This Contract was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Contract 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 Contract, including, but not limited, to all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Contract shall be litigated in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

## **XXIX. COMPLIANCE WITH LAWS**

The Contractor 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 Contract;
- 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 Contract;
- 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 Contract; and
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Contract 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 Contract 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.

**XXX. NOTICE OF POLITICAL CONTRIBUTIONS**

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

IN WITNESS WHEREOF, the parties have caused this Contract **PUR-1531** to be executed on \_\_\_\_\_, 2022, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND**

\_\_\_\_\_  
Krista L. Hart, Clerk

BY: \_\_\_\_\_  
Jeffrey A. Cline, President

ATTEST:

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Title

Address \_\_\_\_\_

Recommended for approval:

\_\_\_\_\_  
David Mason  
Deputy Director – Solid Waste Department

Approved as to form and legal sufficiency for  
execution by the County:

\_\_\_\_\_  
Kirk C. Downey  
County Attorney



WASHINGTON COUNTY SOLID WASTE DIVERSION FACILITY  
IN WASHINGTON COUNTY, MARYLAND

FORM OF PROPOSAL  
PUR-1531

The Organization Of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Addenda No. \_\_\_ dated \_\_\_\_\_, No. \_\_\_ dated \_\_\_\_\_, No. \_\_\_ dated \_\_\_\_\_,  
No. \_\_\_ dated \_\_\_\_\_, No. \_\_\_ dated \_\_\_\_\_, No. \_\_\_ dated \_\_\_\_\_ at the following lump  
sum contract prices

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

Year One (to Include County Revenue Reductions, County Revenue Increases, Increase in County  
Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

Year Two (to Include County Revenue Reductions, County Revenue Increases, Increase in County  
Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

Year Three (to Include County Revenue Reductions, County Revenue Increases, Increase in County  
Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

Year Four (to Include County Revenue Reductions, County Revenue Increases, Increase in County  
Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

Year Five (to Include County Revenue Reductions, County Revenue Increases, Increase in County  
Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

**Total Impact of Years 1-5 Combined:**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Written) (Figures)

Year Six (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Seven (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Eight (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Nine (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Ten (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

**Total Impact of Years 6-10 Combined:**

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Eleven (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Twelve (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Thirteen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Fourteen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Fifteen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

**Total Impact of Years 11-15 Combined:**

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year Sixteen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

Year Seventeen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

Year Eighteen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

Year Nineteen (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

Year Twenty (to Include County Revenue Reductions, County Revenue Increases, Increase in County Expenditures, & Decrease in County Expenditures):

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

**Total Impact of Years 16-20 Combined:**

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

**TOTAL TWENTY (20) YEAR IMPACT (Years 1 thru 20 Combined):**

\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Written) (Figures)

**CONDITIONS OF THE PROPOSAL:** It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of the Request for Proposals (RFP) dated March 16, 2022 and any Addenda issued thereto and referenced above. LIQUIDATED DAMAGES of Ten Thousand (\$10,000) Dollars per calendar day will be assessed against the Contractor for failure to comply with the schedule as set forth in the RFP. Any increases in the Scope of Work authorized by the Solid Waste Department or conditions encountered beyond the Contractor's control will be given due consideration in the event that Liquidated Damages become an issue

Impact to County Financials:

- A. County Revenue Reductions: This item includes any cost to the County, i.e. A portion of tipping fees collected by the Contractor.
- B. County Revenue Increases: this item includes any revenues paid to the County, i.e. Lease fees, Profit Share, Contracted Services for Personnel.
- C. Increase in County Expenditures: Increase in County Expenditures.
- D. Decrease in County Expenditures: Decrease in County Expenditures.

**CONTRACTOR MUST SIGN HERE**

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature of Officer of Firm: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FaxNo.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Employer's Identification No. \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the unit prices set forth in the attached Schedule of Prices:

**AWARD:** If an award is made of the bid, it can be made by the Owner to the responsive, responsible Bidder based on the highest Profit Margin and Total Fees over the Term of the Contract.

**BIDDER'S STATE OF MARYLAND REGISTRATION NUMBER:**

Construction Firm License No.	Date Issued	Place of Issuance
Federal Employer Identification Number (FEIN) or Social Security No. if no FEIN		

Bid Security Bonds shall be submitted with each proposal in the amount of five percent (5%) of the Total of the Base Bid.

Bid Bonds, except those of the three (3) selected bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within ninety (90) calendar days after the bid opening, then any bond may be returned upon demand of the bidder.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within twenty (20) consecutive calendar days. The Bid Security attached, in the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_),  
(Written) (Figures)

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

**PUR-1531**  
**Waste Diversion Facility**  
**Form of Proposal**

**Section I**

Provide a summary of all Fees to be incurred by the County (i.e., tipping fees). (Additional pages may be attached.)

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**Section II**

Provide a summary of the fees and Profits for the Project over the term of the Agreement. (Additional pages may be attached.)

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**POLICY TITLE:** Insurance Requirements for Independent Bidders

**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 Bidder Contracts:

"The Bidder 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 Bidder 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 Bidder 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 Bidder is ultimately responsible that Sub Bidders, 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 Bidder 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 Bidder 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 Bidder. 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 Bidder.

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 Bidder.

**General Indemnity:** The Bidder 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 Bidder, 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

**PUR-1531  
WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT**

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

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above  
(Print Signer's Name) (Print Office Held)

named Bidder does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above-named Bidder and I affirm the following:

**AFFIDAVIT I**

The Bidder, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Bidder or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, 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 Bidder, 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 Bidder, 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, Bidders, 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, Bidders, 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 Bidder is required to verify that none of the Bidder, 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 Bidder 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 Bidder 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 Bidder 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 Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: \_\_\_\_\_

Signature of Bidder's Authorized Official: \_\_\_\_\_

Printed Name of Bidder's Authorized Official: \_\_\_\_\_

Printed Title of Bidder's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**TECHNICAL AND MANAGERIAL APPROACH**

## **APPENDIX A TECHNICAL AND MANAGERIAL APPROACH**

In addition to providing a Technical and Management Approach, provide a preliminary engineering plan which includes the following information:

- Type of technology
- Description of the products (e.g., electricity, fuel, etc.) to be produced
- Identify any existing or contingent agreements with the purchasers of the products
- Major equipment to be used
- Manufacturer of the equipment
- Whether the Bidder has a contract for the equipment. If not, describe the Bidder's plan for securing equipment and the status of any pertinent commercial arrangements
- Equipment vendors selected/considered
- History of equipment operations

If the equipment manufacturer has not yet been selected, identify the equipment procurement strategy, the factors under consideration for selecting the preferred equipment and a list of the key equipment suppliers under consideration. Any proposed facilities or equipment must have a minimum design life or O & M plan of 30 years.

The Bidder shall also provide:

- Conceptual Process Schematic
- Conceptual Equipment Layout Plan
- Diversion calculations
- Other technical supporting information
- Description of whether and extent the facility may be expanded
- Plan for use of existing County employees within Facility.

**APPENDIX B**  
**OPERATION AND MAINTENANCE REQUIREMENTS**

## **APPENDIX B OPERATION AND MAINTENANCE REQUIREMENTS**

### **Transition and Start-Up Services:**

The Bidder shall provide services necessary for a smooth start-up for operation and maintenance of the Facility and/or for the management of Acceptable MSW, Acceptable Recyclables, products, recovered materials and residuals, as applicable.

Unless otherwise required in this RFP, after the Contract Date, but prior to the Guaranteed In-Service Date, the Bidder shall be responsible for the following, including but not limited to:

- Meeting with the County as the County deems necessary to develop a plan for and implement a smooth, uninterrupted provision of services.
- Preparing an Operations and Maintenance Manual.
- Obtaining required financial security, including LOC, bonding and insurance for operations.
- Obtaining necessary permits and environmental approvals for operations.
- Developing and implementing a training program for the Facility or for Export services.
- Implementing computerized operations and maintenance management, inventory control, and process control data management systems.
- Setting up the computerized operations and maintenance management, inventory control and process control data systems to generate necessary reports and plots, including executive-level report and data summaries.
- Planning and scheduling for all operations and maintenance supplies, utilities, consumables and materials.
- Preparing an Exit Transition Plan.

### **Exit Transition Services:**

At the end of the Contract, either at its stated expiration or by earlier termination for whatever reason, the Bidder shall provide services necessary for a smooth, uninterrupted transition of service to the County or its successor. At Contract termination, the Bidder shall also provide for transfer of any license(s) to County or its successor necessary for continued operations and maintenance of the Facility.

Alternatively, should the County determine to have the Facility removed from the Site after the expiration of the Comprehensive Development Service Agreement, the Bidder shall provide services necessary to accomplish this task and restore the Site to a safe and commercially useable condition.

The Bidder shall prepare an Exit Transition Plan describing said services and provide said plan to the County prior to initiating construction.

### **On-going O&M:**



The Bidder shall:

1. Provide full-service, for the days and hours agreed upon, operation and maintenance of the Facility. Services shall be provided in accordance with an O&M Manual approved, as required, by appropriate regulatory agencies, and with generally accepted industry principles and practices in full compliance with permit requirements and all applicable laws, regulations, policies and required approvals. The Bidder shall operate and maintain the Facility in accordance with the Agreement and Good Industry Practices, whichever is most stringent.

The O&M manual shall be revised as necessary, for any changes to operations and maintenance practices, for any additions or revisions to standard operating procedures and for any Facility modifications. Revisions to the O&M manual shall incorporate practices, as required by applicable regulations, or in accordance with the Agreement and Good Industry Practices, whichever are more stringent. Revisions to the O&M manual must be approved, as required, by appropriate regulatory agencies.

The O&M manual shall include descriptions of the unit or system and component parts, its function, operating characteristics, and limiting conditions, and performance curves, engineering data and replacement parts for the equipment furnished, by reference to manufacturer/vendor-supplied information contained in engineering design submittals to the RFP and as defined in the Agreements. The O&M manual shall also include complete maintenance instructions, parts lists, controls, and other information describing the construction, operation, control, and maintenance of the equipment furnished. In addition, the O&M manual shall contain detailed operation instructions for all unit processes to include process control descriptions, target values for all process related control parameters, emergency process control provisions and process recovery procedures during unit process upsets or abnormal conditions.

The O&M Manual shall address programs for monitoring and inspection of incoming waste and for separation and proper disposal of Unacceptable Feedstock.

2. Provide the staffing requirements. The plan for staffing must include job titles and certification levels. A schedule must be provided detailing the coverage for each shift for the proposed for the days and hours agreed upon. The plan must also include staffing requirements for future expansions.
3. Provide training for personnel, as applicable, in the areas of Facility Operations, maintenance, safety, supervisory skills, and laboratory management. This training will include both plant specific and general, but related, educational materials. The Bidder shall notify the County in advance of any training programs and allow the County to participate in said programs, including those for safety and first responder services such as fire, police and medical services.
4. Provide administrative and technical support services to ensure efficient maintenance and operation of the Facility. The services shall be provided as needed during the Term of the Agreement.

5. 24-hour-a-day access shall be provided for County personnel, and their designated representatives, to the Facility. All visitors to the Facility shall notify the Bidder upon arrival and shall comply with the Bidder's safety policies and procedures.
6. The Bidder shall provide a quality assurance/quality control program (QA/QC Program) for sampling, testing, and analysis and perform monitoring, sampling, testing, laboratory analyses, and reporting, all as necessary for process control and full compliance with all local, State and Federal regulations and permits and Good Industry Practice. All testing necessary for compliance with permits and local, State and Federal programs shall be performed by a properly certified laboratory, to the extent required by applicable laws, regulations, and policies.
7. Perform all Corrective, Predictive and Preventive Maintenance Plan activities and repairs for the Facility in accordance with the O&M manual and Good Industry Practice.
8. Conduct all activities to maintain and enforce new and existing equipment warranties and guarantees.
9. Provide for capital repair and replacement, and repair or replace any materials, equipment, building or other structures, which need repair or fail during the Term of the Agreement.
10. Provide the required labor, materials, machinery, vehicles, equipment, fuel, power, chemicals, supplies, spare parts, expendables, consumables, long-lead-time replacement items, and all other items to operate and maintain the Facility.
11. Provide safety and security for the Facility in compliance with applicable health and safety regulations, Good Industry Practice, and as warranted by the site location.
12. Respond promptly to (within two (2) hours after notice, or as otherwise required) and rectify all normal problems and emergencies relating to the Facility and maintain at all times during the Term of this Contract a toll-free, twenty-four-hour (24) telephone number with person-to-person service where emergencies can be reported. The Bidder shall immediately notify County and other appropriate agencies in the case of any emergency.
13. Immediately notify the County, if, during the course of excavation work necessary to make repairs and/or improvements to the Facility, faulty or leaking underground storage tanks or hazardous or toxic waste or materials (as defined in Applicable Law) are identified by the Bidder, and immediately notify such other governmental agencies as may be required by law and take such further actions to assist the County in protecting the health, safety and welfare of the public.
14. Conduct emergency repairs to protect employees, equipment, buildings, and grounds, as required.
15. Provide for the satisfactory and proper handling and storage of all recovered materials and products.

16. Provide for the satisfactory and proper handling, loading, and transportation of all Products, and for the satisfactory and proper handling, loading, transportation and disposal of all Residuals, Bypassed Feedstock, and Unacceptable Feedstock. Residue must be characterized and disposed of in accordance with Applicable Law. Prepare and maintain a record of disposal of these materials in accordance with Applicable Law.
17. Provide and maintain well-documented records of operations, maintenance, laboratory analysis, personnel, training, safety, process control, daily inspections, materials, alarms, and any other significant events.
18. Prepare and sign all regulatory operation and maintenance reports and compliance reports. Copies of all reports shall be sent to the County and to the appropriate regulatory agencies by required deadlines. The Bidder shall maintain records as required by the regulatory agencies. Such records shall be accessible to the County.
19. At any time, the Facility may be inspected by the County or its designated representative(s) to ensure all required work is being performed, including maintaining an acceptable level of cleanliness and appearance.
20. Perform such repairs or maintenance items as identified in writing by the County because of any County inspection that reveals a lack of repairs or necessary maintenance to the Facilities which may impact contractual and monetary performance, environmental compliance, or public safety.
21. The Bidder shall maintain and provide for any monitoring, sampling and analysis required by regulatory agencies.
22. Provide and maintain all Federal, State, and local permits and other legal requirements that are necessary to operate and maintain the Facility.
23. The Bidder shall be responsible for maintaining the Facility in good working condition according to Good Industry Practice and Contract terms.

**APPENDIX C  
FINANCIAL PLAN**

## APPENDIX C FINANCIAL PLAN

Provide a Financing Plan, including the following information:

1. Provide a description of the financing plan for the project, including construction and term financing. The financing plan should address the following:
  - a) Who will finance the project and how it will be financed;
  - b) The project's projected financial structure over the Term;
  - c) Expected sources of debt and equity financing;
  - c) Estimated construction costs;
  - e) The projected capital structure over the Term; and
  - f) Describe any agreements entered with respect to equity ownership in the proposed project and any other financing arrangement.

In addition, the financing plan should address the status of the above activities as well as the financing of development and permitting costs.

2. Twenty-year profit/loss projection by year to include revenue and expense categories.
3. Information to demonstrate that the Bidder has the financial resources and financial strength to complete and operate the project as planned. For example, provide experience with similar financing of projects. Provide the balance sheet and income statement for years 2019, 2020, and 2021 if available.
4. Provide a description of any current or recent credit issues/credit rating downgrade events regarding the Bidder or Project Participants and any affiliates raised by rating agencies, banks, or accounting firms.
5. Bidder and Project Participants must disclose any pending (currently or in the past three years) or threatened litigation or disputes related to projects developed, owned, or managed by Bidder or any of its affiliates in the United States, or related to any commodity or energy product sale agreement.
6. Provide a description, if any, of Bidder, including Project Participants, affiliated entities and joint ventures transacting business in the MSW and energy sectors.
7. Has the Bidder, or any affiliate of the Bidder or Project Participants, in the last five years:
  - (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian, or liquidator of a substantial part of its assets,

- (b) filed a bankruptcy petition in any bankruptcy court proceeding,
- (c) answered, consented, or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition,
- (d) admitted in writing of its inability to pay its debts when due,
- (e) made a general assignment for the benefit of creditors,
- (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent,
- (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?

8. Proposals must conform to the following requirements:

- (a) Pricing should be based on the requirements of this RFP.
- (b) Provide an accompanying description which includes all project costs such as development costs, financing costs, design, and construction costs, operating and maintenance costs, and revenues.
- (c) Proposals should indicate how the tipping fees and proposed pricing for services reflect pricing trends in Maryland and adjacent region and are market competitive for Maryland municipalities and others.
- (d) When calculating energy revenues, Bidders should not assume that values for any energy related attributes (e.g., Renewable Energy Certificates), will exceed what is currently permissible by law.
- (e) For Proposal purposes, assume a CPI of 2% annually, with escalation at 100% of the CPI or a percentage of CPI, if offered.
- (f) For Proposal purposes, do not assume payment for decommissioning the Facilities at the end of the Contract Term.

**APPENDIX D**  
**PRODUCT MARKETING PLAN**

## APPENDIX D PRODUCT MARKETING PLAN

### A. **Feedstock Acquisition:**

The County currently receives approximately 450 tons/day of MSW and 2.5 tons/day of commingled recyclables. Per a lawsuit agreement made part of the Refuse Disposal Permit authorized by MDE, the County can only accept MSW generated in Washington County. If the Bidder has Feedstock Sources from outside Washington County, the County may pursue a change in the agreement to allow Out-Of-County Waste. The bidder should be aware this change is not guaranteed.

The Bidders shall note that the County has a contract to transport materials from the transfer stations and on-site materials, the County will maintain these contracts unless agreed upon by the Bidder and the County.

The County has provided the perspective Bidders Tonnage data In Appendix G.

The Bidder shall provide a plan that, at a minimum identifies future sourcing contingencies if feedstock tonnages are not contracted at current levels. Mining of existing trash at the 40 West Landfill may be an option as a contingency. The Bidder will be responsible for all expenses required to mine the trash including, but not limited to, mining, hauling to the facility, odor control, leachate management, erosion and sediment control and safety and environmental requirements.

### B. **Product Marketing:**

The plan shall, at a minimum:

1. Identify specific downstream markets that the Bidder identifies as its outlets for the materials generated by the proposed facility. The product markets identified shall encompass all materials generated, including both commodities and waste residuals;
2. Include outlets for the potential electricity generated, the recyclable materials recovered, commodities (i.e., compost, fuels, chemicals, etc.) generated through on-site processes and the wastes for disposal (i.e., un-processible wastes, waste products generated through on-site processes, etc.);
3. Address the strength and resiliency of the product markets proposed; and
4. Include letters of agreement/intent from or contracts with the outlets identified which collectively shall address all anticipated material types to be managed, processed, or generated at the facility. Otherwise, the Bidder shall provide a detailed plan for the achievement of such agreements or contracts with specific markets and/or outlets.



**APPENDIX E**  
**ENVIRONMENTAL ASSESSMENT**

## APPENDIX E ENVIRONMENTAL ASSESSMENT

This section addresses environmental and other regulatory issues associated with project development and operations. The Bidder shall provide a preliminary environmental assessment of the site and project, including during both construction and operation, as applicable, describing potential impacts, controls and other mitigation measures, any potential impediments to development as well as environmental benefits of the project. The assessment should address each of the major environmental areas addressed in this Appendix, as applicable to the proposed project, including greenhouse gas emissions.

Another goal of this Appendix is to compare the environmental and other attributes of the Bidder's project to the current state of the site. Areas of comparison will include a mass balance look at the inputs and outputs of materials across all processes including loss of weight/mass due to evaporation of liquid (if quantified), total energy production on-site, total air emissions of NO<sub>x</sub>, SO<sub>2</sub>, PM and CO<sub>2</sub>e and water used and discharge. All metrics to be measured or estimated should be on an annual basis. Metrics are to be compared to the existing site metrics and determine if current Air Quality Standard Thresholds of the existing site will change.

### **A. Mass/materials flow: (tons per year)**

Bidder should also submit a mass flow diagram that shows flow of materials through all MSW and recycling processes included in this proposed project.

### **B. Air Emissions: (tons per year)**

For the purposes of this RFP, actual or estimated emissions "out the stack" should be listed. There should be no adjustments for factors such as "discounted emissions" related to biogenic portions of the waste stream or emissions adjusted to account for "avoided emissions" elsewhere.

Onsite emissions should capture all non-transportation-related emissions released on the site.

Emissions from transportation of feedstock, product or waste materials shall be considered in the plan.

Title V Reports have been provided on Appendix K.

In addition to the quantitative aspects required above, please provide a brief narrative on other qualitative environmental aspects of the Bidder's project. Examples include, but are not limited to:

- If the use of once-through cooling water for the power block is being reduced or eliminated, what are the associated water quality benefits?
- If a fuel is being created for offsite combustion, are there any associated benefits of such off-site combustion (e.g., is it displacing a dirtier fuel and resulting in lower emissions there. Is it considered a renewable fuel)?
- What are the aesthetic, noise, odor and traffic impacts of the proposed project, and what measures will be utilized to improve/minimize such impacts?
- Regarding the transportation miles noted above, which modes of transportation were utilized (e.g., truck, rail, etc.).

**APPENDIX F**  
**COMMUNITY RELATIONS PLAN**

## **APPENDIX F COMMUNITY RELATIONS PLAN**

The Bidder shall maintain positive community relations within the local Communities. At a minimum, the Bidder will provide a 24-hour telephone number and email address for those who wish to comment on areas of concern and will report to the County any complaints related to the Facility or export activities.

The Bidder shall provide a Community Relations Plan with its Proposal which describes its proposed efforts, which may include, but not limited to, activities such as:

- Creation of a routinely maintained and updated Web Page informing the public of the status of the Project and export activities and various public education materials and programs available associated with the Facility or export activities, for example, quarterly operational and tonnage reports.
- Issuance of newsletters and/or press releases to inform the public of the Bidder's activities related to the Facility or export.
- Preparation of fact sheets and household guides explaining State and local community regulations and activities at the Facility or through export that positively affect recycling and renewable energy generation.
- Presentations to local civic, environmental, and other groups or at public events, which will include presentation of available videos, if required.
- Providing a repository of publications pertaining to policies, programs and related information associated with generation and management of Acceptable Recyclables, Food Scraps, Yard Trimmings, other recovered materials, including information on products generated from the management of such feedstock. Such publications shall be available to interested parties at the Facility or other location(s) agreed to by the County. Such repository shall be inclusive of information or guides generated and provided by the Bidder and/or County.
- Hosting of Facility open houses and scheduled tours for interested members of the public.
- Technical assistance on source and waste toxicity reduction to target users of concern.
- Participation in public hearings, public meetings, and meetings of elected officials and interested groups.
- Participation in State and local community public events.
- Compliance with COMAR.

**APPENDIX G**  
**TONNAGE REPORTS**

**Appendix G  
TONNAGE REPORTS**

**INBOUND (2010-2015)**

Category	2010	2011	2012	2013	2014	2015
Refuse	71,902.00	74,542.00	49,488.00	43,077.00	45,499.37	57,851.00
Rubble/Building Materials	16,876.00	15,559.00	13,959.00	14,027.00	15,292.00	13,929.00
Yard Debris	2,171.00	2,799.00	2,509.00	2,020.00	2,401.00	2,191.00
White Goods	18.00	5.00	7.00	16.00	8.20	10.00
Tires	79.00	72.00	73.00	76.00	55.00	69.00
Sludge - Industrial	479.00	674.00	676.00	641.00	565.10	1,503.00
Sludge - Domestic	6,588.00	6,641.00	7,407.00	6,900.00	7,066.89	7,280.00
Asbestos	-	-	1.00	-	2.67	-
Transfer Refuse	11,086.00	10,928.00	10,723.00	10,819.00	10,748.00	10,731.00
MD Paper	2,580.00	4,706.00	4,715.00	3,269.00	2,708.61	2,711.00
Hi/Lo	281.00	220.00	109.00	69.00	33.48	28.00
Industrial Waste	756.00	400.00	244.00	171.00	164.80	203.00
Wood	1,469.00	1,037.00	888.00	745.00	733.23	782.00
E-Waste	53.00	34.00	50.00	39.00	31.98	34.00
Dirt	-	1.00	39.00	-	13.24	5.00
Equipment Tires	20.00	15.00	10.00	6.00	6.24	11.00
Animal Carcasses						
Other	-	-	-	-	-	-
<b>Totals</b>	<b>114,358.00</b>	<b>117,633.00</b>	<b>90,898.00</b>	<b>81,875.00</b>	<b>85,329.81</b>	<b>97,338.00</b>
Outbound						
White Goods - Out	303.00	342.00	286.00	222.00	419.00	245.00
E-Waste - Out	155.00	203.00	175.00	132.00	140.00	138.00
Tires - Out	108.00	130.00	102.00	140.00	431.00	103.00
Cardboard - Out	102.00	114.00	100.00	74.00	68.00	56.00
<b>Totals</b>	<b>668.00</b>	<b>789.00</b>	<b>663.00</b>	<b>568.00</b>	<b>1,058.00</b>	<b>542.00</b>

**Appendix G  
TONNAGE REPORTS**

**INBOUND (2016-2021)**

Category	2016	2017	2018	2019	2020	2021
Refuse	57,686.00	59,545.00	71,292.41	76,844.97	80,836.05	94,325.78
Rubble/Building Materials	16,451.00	19,053.00	26,294.70	24,119.89	22,739.08	29,080.63
Yard Debris	1,823.00	2,079.27	2,251.23	2,210.50	2,115.16	2,105.62
White Goods	23.00	15.22	11.71	6.84	8.39	3.93
Tires	58.00	54.00	77.11	68.95	69.19	65.79
Sludge Industrial	2,018.00	1,926.44	2,386.81	2,383.25	2,702.63	3,427.25
Sludge - Domestic	6,046.00	5,863.49	4,969.81	8,846.00	10,136.08	4,800.66
Asbestos	-	-	-	-	-	-
Transfer Refuse	10,942.00	10,390.67	9,685.31	9,370.24	9,863.37	9,634.89
MD Paper	2,879.00	4,828.37	5,672.22	10,511.00	9,252.92	12,886.60
Hi/Lo	87.00	73.05	19.42	11.74	41.43	133.26
Industrial Waste	128.00	325.25	241.84	70.00	76.09	50.50
Wood	763.00	391.86	8.64	-	-	-
E-Waste	46.00	36.81	44.40	28.86	46.12	31.86
Dirt	1.00	-	85.19	164.67	593.86	385.24
Equipment Tires	5.00	24.52	11.12	9.69	-	22.72
Animal Carcasses			18.53	50.59	48.93	44.72
Other	-	-	22.90	32.16	28.50	223.23
<b>Totals</b>	<b>98,956.00</b>	<b>104,606.95</b>	<b>123,093.35</b>	<b>134,729.35</b>	<b>138,557.80</b>	<b>157,222.68</b>
Outbound						
White Goods - Out	430.00	620.50	491.03	496.04	542.67	537.54
E-Waste - Out	152.00	80.04	87.55	56.17	21.61	42.61
Tires - Out	272.00	91.00	110.91	100.84	91.39	125.81
Cardboard - Out	46.00	46.89	90.81	89.87	76.91	106.46
<b>Totals</b>	<b>900.00</b>	<b>838.43</b>	<b>780.30</b>	<b>742.92</b>	<b>732.58</b>	<b>812.42</b>

## **Appendix G TONNAGE REPORTS**

### **NOTES:**

1. White Goods: Scrap metal to be recycled

Sludge -Industrial: Industrial waste of various types, non-hazardous

Transfer Refuse: Refuse collected by the four Transfer Stations

MD Paper Sludge: Waste material from Maryland Paper recycling process, it is considered sludge because of the moisture content. Hi/Lo: High Volume/Low Weight consists of products like insulation, mattresses, and other similar items.

Tires: the tire category includes standard car and truck passenger tires, equipment tires includes large truck and equipment tires. E-Waste: Electronic waste for recycling including TV's, Stereos, computers, etc.

2. White Good, Tires and E-waste materials are recycled.