



COORDINATING COMMITTEE
PUR-1636
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS

DIVISION OF ENVIRONMENTAL MANAGEMENT
DEPARTMENT OF SOLID WASTE
RESH SOLAR II

September 13, 2023

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 an Environmental Beneficial Repurposing of a Landfill by use of a Solar Field.**

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 the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, 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, September 20, 2023, at 11:00 A.M. (EDT/EST)** in the Washington County Administration Complex Second Floor Conference Suite 2001, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. All interested proposers wishing to take part in the meeting via teleconference shall call **prior to the Teleconference 240-313-2330 to receive instructions.**

All interested firms shall send one (1) original, five (5) copies, and five (5) flash drives of the Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E – (PUR-1636) RESH SOLAR II**" and one (1) original, five (5) copies and five (5) flash drives of their Price Proposal in a separately sealed opaque envelope marked "**PRICE PROPOSAL – (PUR-1636) RESH SOLAR II**", to the Office of Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EST/EDT), Wednesday, October 11, 2023.** The provider's name and address shall be written on the outer packaging. 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 & Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. ***Facsimile Bids or any electronic bid submission will not be accepted.***

NOTE: All Proposers 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 proposal and/or to attend the Pre-Proposal Conference/Teleconference. 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.

Each proposal must be accompanied by a Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland in an amount equal to five (5%) percent of the base proposal. Certified/Cashiers' checks made payable to the Washington County Treasurer will be accepted in lieu of said bond. Proposer's Non-Collusion/Anti-Bribery Affidavit must also be submitted with the proposal.

Inquiries regarding this request should be directed to **Brandi Naugle, CPPB – Buyer at purchasingquestions@washco-md.net**. The Board of County Commissioners of Washington County, Maryland 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 Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities, and technicalities and take whatever action is determined to be in the best interest of Washington County, Maryland by the Washington County Coordinating Committee.

Washington County, Maryland 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 agreements. The County Commissioners of Washington County, Maryland 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 Conference/Teleconference.

The Board of County Commissioners of Washington County, Maryland also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time agreements of a similar nature or a proposal of an organization which investigation shows is not able to perform the agreement.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

PUR-1636
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS

DIVISION OF ENVIRONMENTAL MANAGEMENT
DEPARTMENT OF SOLID WASTE
RESH SOLAR II

September 13, 2023

I. PURPOSE

This Request for Proposals (“RFP”) is to solicit proposals from interested parties (Developers) in developing an Environmental Beneficial Repurposing of a Landfill Project(s) (“Project”) at the locations noted in Attachment No. 6, which are owned and maintained by Washington County Board of County Commissioners (“Owner” or “Authority”). The Developer must have relevant experience for the proposed project on a closed landfill and be able to demonstrate a detailed explanation of the state and local permitting requirements for the proposed use of a landfill. The execution and use of the land identified in any land lease or land-use agreement must be conducted to avoid impinging on the Owner’s primary business, nor shall such activities limit the Owner’s rights to its property such that the activities interfere with its current and future operations.

As a public entity, the Owner has a fiduciary responsibility to maximize its income from secondary activities. The successful Developer will propose the means of meeting these objectives and the Owner reserves the right to select a proposal taking into consideration a Developers ability to execute on its proposal.

It is the intent of the Authorities to pursue a single, multi-year ground lease agreement with the selected Developer.

II. BACKGROUND

This RFP relates to the sites as identified in Attachment No. 6 (“Site Photos”). The Sites are located in Potomac Edison utility territory which has indicated there is 1.29 MW ac of capacity on the local 3-phase distribution lines as noted in Attachment No. 6. The site is located at 13300 Greencastle Pike, Hagerstown, MD 21740 and the following some details with regards to each potential site:

Site# 1

- Approximately 2.3 Acres for Development
- Year Closed: 2001
- Waste Type: Municipal Solid Waste
- Cap Type: Full, Synthetic
- Depth of Soil Above Cap: 2 feet
- Overview of any Current Onsite Activity: Methane is collected and flared. Leachate is also collected and trucked from the site from two (2) locations on this site. Two (2) underground tanks are located on the east side of the site and two (2) underground tanks are located on the west side of the site.

Site# 2

- Approximately 12 Acres for Development
- Approximate Year Closed: 1985
- Waste Type: Municipal Solid Waste
- Cap Type: Partial, Synthetic
- Depth of Soil Above Cap: 2 feet
- Overview of Any Current Onsite Activity: Leachate is collected and trucked from the site from one (1) location from the southern side of the site. The underground tank is located to the south of this site.

Site# 3

- Approximately 7 Acres for Development
- Overview of Any Current Onsite Activity: This area was never a part of the active landfill area or burn site. There may be random pockets of trash throughout the area to the north, the depth of trash and the amount of cover is unknown. The southern and eastern parts of this area may have scattered pockets of trash but significantly less than the northern section. The Highway Department currently uses the existing shop bays for equipment storage. Access to these facilities and the southern leachate area will need to always remain open.

III. SCOPE OF WORK

The goal of this project is for the Owner to produce revenue through land-lease payments. The Developer will provide detailed explanations of the areas to be leased and the term of the use of the land (including terms of access, land use period, any renewal periods, process for restoration of the land, and process for maintaining the land used). The Developer should also provide a summary of land lease requirements that specifically address issues related to landfills.

It is expected that the successful project will include the following aspects which must be detailed in each firm's proposal:

- Summary – Provide a summary of the nature and extent of the project.
- Design – Preliminary design of the project stamped by a Maryland Engineer.
- Permitting/Licensing – Describe the organizations that will be involved in required construction or operational permits. Describe in detail what permitting activities/deliverables will be required by each organization.
- Schedule – Provide a detailed schedule for the project. This schedule should include design, permitting, construction, and financial milestones throughout the life of the project.

IV. ACCESS TO FACILITIES AND SITES

Proposers 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, Proposers shall contact:

David A. Mason, P.E., Deputy Director
Division of Environmental Management
Department of Solid Waste
12630 Earth Care Road

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, the number of participants for the visit, and contact information (name, phone number, email address) of the person coordinating the visit on behalf of the Proposer. Written requests for access to the site shall provide at least three (3) business days advance notice for coordination and confirmation of an appointment.

V. PROPOSAL REQUIREMENTS AND SELECTION CRITERIA

Developers shall be properly licensed to do business in the State of Maryland. Engineering services provided specifically for this development such as structural or electrical design (whether staffed internally, or externally) shall be provided by a Professional Engineer registered in the State of Maryland.

The proposal, at a minimum, shall include the following:

- A. Summary of the proposed Project describing the design, permitting, licensing requirements, and schedule.
- B. Biographical sketch of firm members who will perform work on the project. (Maximum of one (1) page for each resume)
- C. Names and a brief description of qualifications of any secondary consultants who would perform services with your firms. Include sub-consultant contact information.
- D. General methodology to undertake the work including tasks of secondary consultants. (Maximum of five (5) pages)
- E. Description of at least three representative landfill projects completed or in development by the firm. (Maximum of three (3) pages)
- F. Description of how the Developer will mitigate any risks the proposed Project may propose to the landfill and how the Developer will mitigate those risks.
- G. Explanation of how the Developer will manage the design, construction, operation, maintenance, and demolition/restoration of the Project throughout the life of the project.
- H. Summary of general land lease terms and any other terms that specifically address issues related to landfills.

VI. GENERAL PROVISIONS

Pricing & Award: The Owner will evaluate each acceptable proposal and base its award on its understanding of each firm's project proposal, identified experience, project schedule, and potential for revenue both in terms of total dollars as well as the perceived likelihood of a developer being able

to successfully get the project to completion. In the event that all responsive, responsible bids exceed the budget for this project, the County reserves the right to award the agreement in a descending priority order not to exceed the budget for this project. The agreement will not be split between multiple Proposers.

Authority Review and Action: It is the Owner's (Washington County Coordinating Committee) intent to select the proposal considered to best serve the interests of the Owner. The Washington County Coordinating Committee shall be comprised of the Deputy Director - Solid Waste & Watershed (Committee Chairman), County Buyer, Recycling/Operations Coordinator, Division Director of Environmental Management, and Director of Purchasing. Submittals will be evaluated by the Coordinating Committee based on the qualifications of the Developer and their proposed project team, responsiveness to the scope of services, professional competence as evidenced by proposal submittals, reasonableness, and financial benefits to the Owner. A qualitative evaluation process (not a numerical scoring system) will be used by the Owner (Washington County Coordinating Committee) in assessing the proposals. The Owner/Committee retains the right to select a proposal based solely on proposal responses, or to short-list and schedule interviews with several potential Developers to assist in the selection process. If interviews are conducted, it is anticipated that they will be held by the Owner/Committee. Once a Developer is selected as being best qualified to provide these services, negotiations will be undertaken with that firm for final documentation. If unsuccessful, negotiations will ensue with the next most qualified firm, until a selection is made. The Owner/Committee retains the right to reject all proposals and to re-advertise the Request for Proposals.

Submission of Proposals: All interested firms shall send one (1) original, five (5) copies and five (5) flash drives of the Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque marked "Q & E – (PUR-1636) RESH SOLAR II " and one (1) original, five (5) copies and five (5) flash drives of their Price Proposal in a separately sealed opaque envelope marked "PRICE PROPOSAL – (PUR-1636) RESH SOLAR II", to the Office of Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EST/EDT), Wednesday, October 11, 2023**. The provider's name and address shall be written on the outer packaging. 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 & Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. ***Facsimile Bids or any electronic bid submission will not be accepted.***

Late Proposals: It is the responsibility of the firm to ensure that the Owner receives the submittal by the proposal due date and time. No submittals or modifications to submittals will be accepted after the proposal's due date and time. Late proposals will be unopened and returned to the owner.

Interpretations, Discrepancies, Omissions: Should any Proposer find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brandi Naugle, CPPB – Buyer

Washington County Purchasing Department
FAX: 240-313-2331; or send questions in Microsoft Word
platform via email to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the agreement documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after **4:00 P.M. (EST/EDT), Wednesday, September 27, 2023**, may not be considered.

Proprietary Information: Proposal sections containing trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary.

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.

VII. METHOD OF AWARD AND TERMINATION

Upon qualification of Proposers, Price Proposals will be evaluated by comparing the Fees and Profits as outlined in Section 6.0. If an award of the agreement is made, it will be made to the highest responsible, responsive proposer within the time specified for bids to remain irrevocable. The award of this agreement will be based on having performed satisfactorily on previous projects and having adequate workforce and equipment to perform the stated work within the prescribed time frame and of satisfactory quality.

VIII. PRE-PROPOSAL CONFERENCE/TELECONFERENCE

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, September 20, 2023, at 11:00 A.M. (EDT/EST)** in the Washington County Administration Complex Second Floor Conference Suite 2001, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. All interested proposers wishing to take part in the meeting via teleconference shall **call prior to the teleconference 240-313-2330 to receive instructions**.

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:

Brandi Naugle, CPPB – Buyer
Washington County Administration Complex
100 West Washington Street, Third Floor, Suite 3200
Hagerstown, MD 21740
Telephone: 240-313-2330
FAX: 240-313-2331

IX. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any Proposer find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brandi Naugle, CPPB – Buyer
Washington County Purchasing Department
FAX: 240-313-2331; or send questions in Microsoft Word
platform via email to: **purchasingquestions@washco-md.net**

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the agreement documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** **Requests received after 4:00 P.M. (EDT/EST), Wednesday, September 27, 2023, may not be considered.**

X. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the agreement to the next recommended Proposer if the successful Proposer does not execute an agreement within fifteen (15) calendar days after notice of award of the agreement.
- 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 Proposer shall not assign any interest in the agreement 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 Proposer under the agreement shall be made available to any individual or organization by the Proposer without the prior written approval of the Washington County Director of Environmental Management.
- E. By submitting a proposal, the Proposer 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. Proposer shall 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 the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

- G. The Proposer is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a proposer has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the proposer's bid."
- H. Political Contribution Disclosure: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Proposer shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into agreements, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- I. 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 agreement period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
- J. Taxpayer Identification Number and Certification (Form W-9): Proposers must provide, prior to any payment made under the agreement 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 or from the County's Purchasing Department.
- K. 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 Agreement; 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 Agreement 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 Agreement.

- L. 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 Agreement 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.
- M. 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. Contractor 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.
- N. 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.

- O. Term: The Project must be in operation for at least twenty (20) years. The term of service under this RFP shall begin on the Agreement Date continuing through the Guaranteed In-service 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 Proposer wishes to renew the agreement, 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 agreement period. Consideration for renewal shall be given based on performance. The County reserves the right to accept or reject any request for renewal that the Proposer may request at that time. All other terms and conditions shall remain unchanged. The County reserves the right to terminate this agreement if the successful proposer does not execute an agreement and begin work within a the time frame set forth in RFP. Proposers are encouraged to make their own determination as to the Guaranteed In-Service Date that best fits their individual project needs.

XI. LIQUIDATED DAMAGES:

Liquidated damages of ten thousand dollars (\$10,000) 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's 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.

XII. 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.

XIII. 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.

XIV. 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/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.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, Maryland Standards, and those of any State or Federal agencies having jurisdiction.

XV. 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.

XVI. 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 September 13, 2023, 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.

**PUR-1636
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS**

**DIVISION OF ENVIRONMENTAL MANAGEMENT
DEPARTMENT OF SOLID WASTE
RESH SOLAR II**

SUMMARY OF ATTACHMENTS

ATTACHMENT NO. 1 – Insurance Requirements for Independent Contractors

ATTACHMENT NO. 2 – Agreement

ATTACHMENT NO. 3 – Form of Proposal

ATTACHMENT NO. 4 – Affidavit

ATTACHMENT NO. 5 – Government Wide Debarment & Suspension

ATTACHMENT NO. 6 – Site Photos

ATTACHMENT NO. 7 – Pre-Application Report

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, Maryland 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, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Agreements:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland 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, Maryland.

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

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

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

Minimum Limits Required:

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

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

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

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

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

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

**PUR-1636
AGREEMENT**

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

AND

I. PARTIES

This Agreement is made and entered into this _____ day of _____, 2023, by and between the **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 _____ a _____ corporation registered to do business in the State of Maryland and in good standing with the Maryland Department of Assessments and Taxation (the "Contractor").

II. WORK EFFORT

- A. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County, Maryland Request for Proposal (PUR-1636) dated September 13, 2023, 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 Agreement will be in effect for a period of twenty (20) years from the date of execution, after the Agreement term. One hundred eighty (180) calendar days prior to the expiration date of the Agreement, the Proposer shall submit a notice for consideration of agreement 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the 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 Agreement, 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 Agreement. Any termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the basis for the termination, the extent to which the performance of work is terminated, and the effective date of such termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the 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 Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement 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 Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by Agreement between the Contractor and County shall be decided by the County Administrator, who shall reduce his/her 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 Agreement and any Federal, State, or local law, rule, or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The 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 Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained, and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the 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 Agreement and payment or adjustment effected as set forth in this Agreement.

IX. WAIVERS

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

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as 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 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 Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

When requested by the County Project Manager or 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 Agreement. 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 Agreement 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 Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

XVII. EXECUTION OF AGREEMENT

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

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 Agreement.

Monies to become due the Contractor under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the 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 Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the 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 Agreement.

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 Agreement, and that he/she has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee, or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the

right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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 Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the 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 Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the 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 Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration, or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the 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 Agreement.

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 Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use the same without

restriction or limitation and without compensation to the Contractor other than that provided in the Agreement.

XXV. DISSEMINATION OF INFORMATION

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

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 Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Contractor shall be liable for the refund of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

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 Agreement.
- 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 Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the 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

ATTACHMENT NO. 2

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be an agreement under seal and a specialty.
- B. The laws of Maryland and Washington County, Maryland shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Agreement 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 Agreement;
- C. That it shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement; and
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct. In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

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

XXX. NOTICE OF POLITICAL CONTRIBUTIONS

ATTACHMENT NO. 2

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 Agreement **PUR-1636** to be executed on _____, 2023, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

Officer

Printed Name and Title

BY: _____ (SEAL)
Signature

Name and Title (Printed)

Address _____

ATTEST:

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

BY: _____
John F. Barr, President

Recommended for approval:

David Mason
Deputy Director – Solid Waste Department

Approved as to form and legal sufficiency:

Kirk C. Downey
County Attorney

**PUR-1636
FORM OF PROPOSAL
RESH SOLAR II**

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

PROPOSAL FORM

The Firm Of: _____

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

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

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

Item No.	Description / Written Unit Price	Unit Price (Figures)	Acres	Total Price (Figures)
1	Resh Road Landfill – Site #1 @ _____ Dollars (Written) and _____ Cents per Acre (Written)	\$ _____	2.2	\$ _____

ATTACHMENT NO. 3

Item No.	Description / Written Unit Price	Unit Price (Figures)	Acres	Total Price (Figures)
2	Rubble Landfill – Site #2 @ _____ Dollars and _____ Cents per Acre (Written)	\$ _____	12	\$ _____
3	Rubble Landfill – Site #3 @ _____ Dollars and _____ Cents per Acre (Written)	\$ _____	7	\$ _____
TOTAL PROPOSAL AMOUNT – (Sum of No. 1 through No. 3 above)		\$ _____ Dollars (Written)		
and _____ Cents per Event (Written)		\$ _____ (figures)		

CONSULTANT MUST SIGN PAGE BELOW:

 Proposer 's Signature

ATTACHMENT NO. 3

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

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

E-mail Address: _____

Telephone No./Fax No.: _____

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

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

ATTACHMENT NO. 4

**PUR-1636
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Proposer _____

Address _____

Telephone _____ Bid Number PUR-1636

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

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

the above-named Contractor and I affirm the following:

AFFIDAVIT I

The Proposer, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Proposer or themselves, to obtain information that would give the Proposer an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Proposer, or themselves, to gain any favoritism in the award of the agreement 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 agreement, 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 agreement, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Proposer, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining agreements 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 Proposer, nor any of our agents, partners, or employees who are directly involved in obtaining agreements 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

PUR-1636
Revised, 2/29/08

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, Proposers, 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 agreement 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, Proposers, 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 agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, 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 Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

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

Company Name: _____

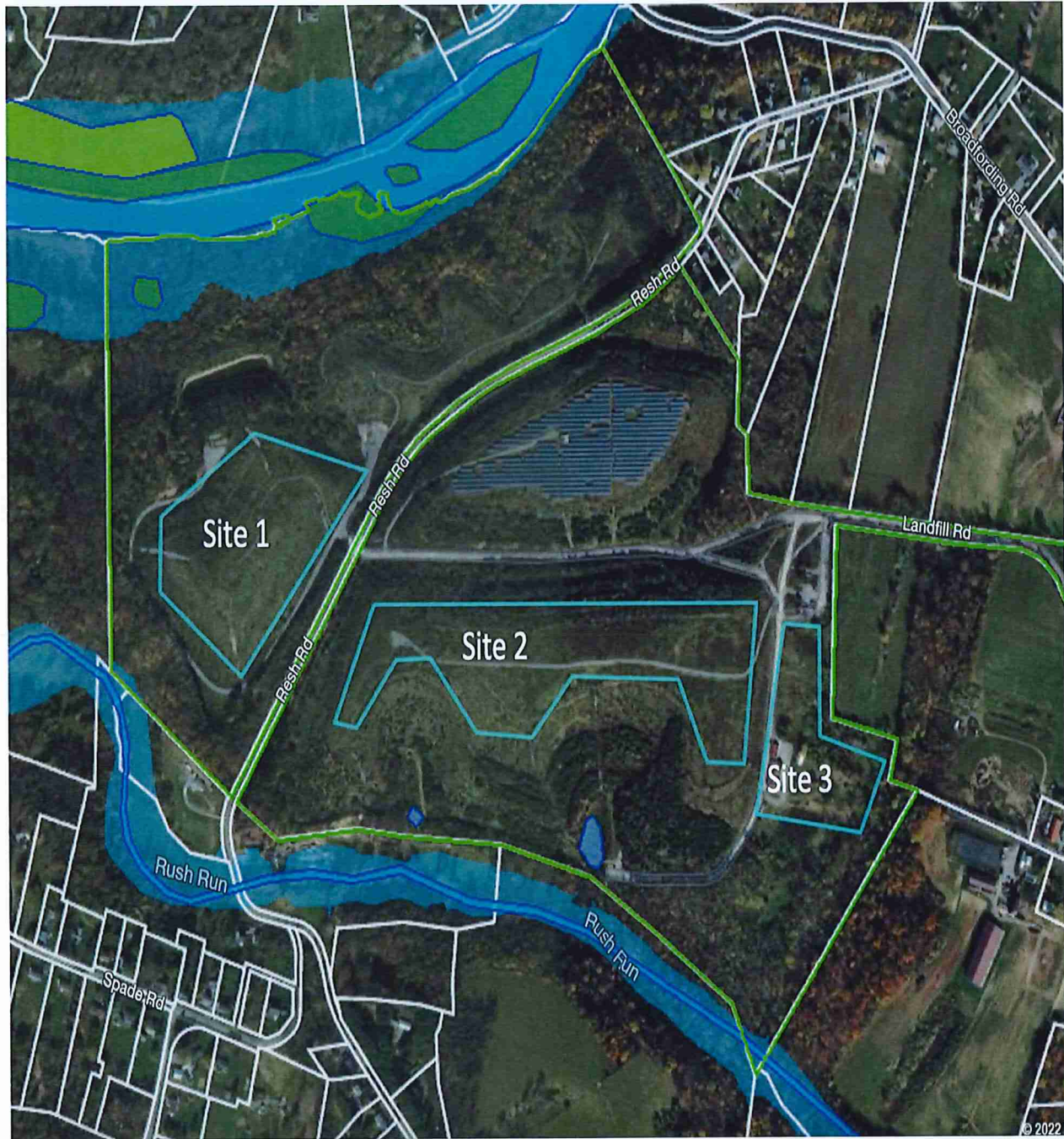
Signature of Proposer's Authorized Official: _____

Printed Name of Proposer's Authorized Official: _____

Printed Title of Proposer's Authorized Official: _____

Date: _____

SITE PHOTOS



Site #1



Site #2



Site #3



DG Pre-Application Report: Community Power Group Resh Rd

Facility Address: 13224 Resh Rd, Hagerstown, MD 21740

Substation/Circuit: Huyetts/North

Voltage Level: 12.47

Distance from Substation: 2.3-line miles

Three Phase at Facility Address: Yes

Distance to three phase: N/A

DG on circuit: 2715 kW AC

Circuit DER Hosting Capacity: 1.29 MW AC

Your use of this information constitutes acceptance of the terms contained in this letter. If you do not agree to these terms, please return the letter/email and do not use the information contained herein.

FirstEnergy Corp., including its directors, officers, employees, agents, and affiliated companies, and the directors, officers, employees and agents of them (collectively the "Company"), disclaims all liability or damages whatsoever (defined as "Any Possible Damages") arising out of your use of the information in this letter.

You acknowledge that the Company was not paid to supply the information contained herein and was requested by you.

You agree to indemnify, defend and save the Company harmless against Any Possible Damages, including costs and attorney's fees and all other costs of litigation, arising out of your use of the information conveyed herein, including but not limited to damages arising out of incorrect information either supplied by manufacturers or transmitting to you by the Company, incorrect calculations made by you, acts of you and/or your employees and/or contractors that rely directly or indirectly upon the information contained herein, or in any way directly or indirectly resulting from the Company's provision of information to you herein, and to expressly waive your immunity as a complying employer under the applicable workers' compensation law, but only to the extent such immunity would bar or affect recovery under or enforcement of this indemnification obligation.

Please contact the undersigned in the event you have any questions about this information.