



## COORDINATING COMMITTEE

**PUR-1649  
REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS AND EXPERIENCE  
AND  
PRICE PROPOSALS**

**DIVISION OF ENVIRONMENTAL MANAGEMENT  
DEPARTMENT OF SOLID WASTE  
ARCHEOLOGICAL SERVICES AT WASHINGTON COUNTY  
40-WEST LANDFILL**

**October 31, 2023**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience and Price Proposal Submittals from qualified archeologists to provide archeological services to investigate the subject area and depending on the results potentially create a Work Plan for Data Recovery and the relocation of any graves at the 40 West Landfill.

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, November 8, 2023, at 11:00 A.M. (EDT/EST)** in the Washington County Administration Complex Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

All interested firms shall send one (1) original, three (3) copies and three (3) flash drives of the Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque marked "**Q & E – (PUR-1649) ARCHEOLOGICAL SERVICES**" with the firm's name and address clearly written on the outside of the envelope and one (1) original, three (3) copies and three (3) flash drives of their Price Proposal in a separately sealed opaque envelope marked "**PRICE PROPOSAL – (PUR-1649) ARCHEOLOGICAL SERVICES**" with the firm's name and address clearly written on

the outside of the envelope, 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. (EDT/EST), Wednesday, November 29, 2023**. 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 firm's return address located on the outer packaging. *Facsimile Bids or any electronic bid submission will not be accepted.*

**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 accommodation 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  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1649  
REQUEST FOR PROPOSALS  
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DIVISION OF ENVIRONMENTAL MANAGEMENT  
DEPARTMENT OF SOLID WASTE  
ARCHEOLOGICAL SERVICES AT WASHINGTON COUNTY  
40-WEST LANDFILL

October 31, 2023

**1.0 INTRODUCTION:**

Qualified Firms are hereby invited to submit a proposal to provide archeological services to investigate the subject area and potential creation of a Work Plan and Data Recovery for the relocation of any graves at the 40 West Landfill, Washington County to address the recently discovered headstones at the Landfill site, in accordance with State and Federal regulations while also gaining knowledge of and properly recording a significant piece of Washington County history.

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

**I. PROJECT:**

- A. Washington County is now operating in the fifth cell of the 14-cell Forty West Sanitary Landfill located five miles west of Hagerstown, Maryland. Washington County was required, under section 106 of the National Historic Preservation Act, to conduct archeological investigations to identify any significant historical resources that might suffer adverse effects.
- B. *Phase I and II Archeological Investigation of the Proposed Washington County Lund Landfill Site* was completed September 20, 1996, by Joseph Hopkins Associates, Inc. Phase I archeological investigation identified a historic cemetery as the single potentially significant archeological resource. In Phase II, the cemetery was confirmed to be eligible

for the National Register of Historic Places by virtue of criterion “D”, potential to contribute important information to our knowledge of history. The cemetery contains an estimated fifty graves in a rectangular space of approximately 60 feet by 75 feet. Known dates of gravestones range from 1825 to 1856.

- C. To preserve Washington County history and to permit construction of the landfill, Washington County arrived at a Memorandum of Agreement (MOA) with the U.S. Army Corps of Engineers, the Advisory Council on Historic Preservation, and the Maryland State Historic Trust. The MOA required that an archeological work plan be written and executed to mitigate the adverse effect of the cemetery relocation. Thus, a Phase III document entitled *Work Plan, Data Recovery for Area I cemetery (18WA470), Forty West Landfill, Washington County, Maryland, September 18, 2001*, was produced for Washington County by Joseph Hopkins Associates, Inc.
- D. The Maryland Historical Trust has determined that execution of the above Work Plan satisfied the Memorandum of Agreement, as signed by the U.S. Army Corps of Engineers and the Advisory Council on Historic Preservation; the implementation of the plan was June 1, 2003.
- E. On September 16, 2023, Landfill staff uncovered two headstones and a potential third in an area around the Southwest Corner of the residential lot at the landfill. The headstones were uncovered while clearing brush from an embankment.

## II. SCOPE OF WORK:

- A. The scope of work includes the investigation of the Site for any additional headstones and associated graves.
- B. It will be incumbent upon the consultant to become familiar with the site to the extent that the requirements be addressed to the satisfaction of the County, and in turn the Maryland Historical Trust. Any and all exceptions to the above shall be submitted to the County and to the Maryland Historical Trust for approval. If additional Headstones or remains are found on the site, the consultant shall create a Work Plan for removal and relocation of the discovered grave sites.
  - 1. The data Recovery to be conducted shall effectively mitigate the adverse effect of the relocation of the cemetery.
  - 2. The Work plan for the data recovery must address recovering the information important to history that might be available from the subject area.
  - 3. The work conducted under the Work Plan shall address relocation in a manner respectful of the remains of the human beings interred in the cemetery and recovery of the remains in a fashion that they may be reinterred with as little disturbance as possible.
  - 4. All reasonable means shall be taken to preserve the remains with grave goods and markers so they may be reinterred without separation.
  - 5. Grave furniture and Osteological research shall be conducted as addressed in the Research Questions section of the Work Plan.

6. In addition to the Work Plan, excavate those human remains and artifacts not included in the study sample. Transport the same to a site within Washington County to be determined by the County.
  7. Prepare a written policy acceptable to the Maryland Historical Trust to guide the county in the handling, storing, or turning over for display any human remains or artifacts not addressed otherwise in this scope.
  8. Assist the County in seeking and applying for potential state and federal funding assistance opportunities for the work included herein.
- C. The investigation must be carried out by a qualified professional archeologist and performed in accordance with both the most recent version of the *Standards and Guidelines for Archeological Investigations in Maryland* and the *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines*.
- D. The Consultant shall adhere to Criminal Law Article, Sections 10-401 and 10-402 of the Annotated Code of Maryland – Crimes and Punishments and identify *who* will be responsible for obtaining both approval from the Washington County State's Attorney and Health-General Article Section 4-215 permit for the disinterment and reinterment of the human remains currently interred in the cemetery at the site.

## **2.0 COMPLETENESS:**

Each of the instructions set forth in 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.

## **3.0 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 confirmation of an appointment.

#### **4.0 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.

#### **5.0 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.

#### **6.0 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.

#### **7.0 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.

## **8.0 LIQUIDATED DAMAGES:**

Liquidated damages of one hundred dollars (\$100.00) 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.

## **9.0 PROPOSAL SUBMITTALS:**

The Bidders shall adhere to the following:

- A. Qualification and Experience and Price Proposals shall be due **4:00 P.M., (EDT/EST), Wednesday, November 29, 2023.**
- B. Bidders must submit one (1) original, three (3) copies and three (3) flash drives of their Qualifications and Experience Submittal information including Standard Form 330 in the RFP, enclosed in a sealed opaque envelope marked "**ARCHEOLOGICAL SERVICES**" and one (1) original, three (3) copies and three (3) flash drives of their Price Proposal in a separately sealed opaque envelope marked "**PRICE PROPOSAL – ARCHEOLOGICAL SERVICES**" with the firm's name and address clearly written on the outside of the envelope 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. 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.
- D. 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.

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/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.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.

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

Upon qualification of Bidders, Price Proposals will be evaluated by comparing the Price Proposals. If an award of the contract is made, it shall be awarded to the responsible, responsive bidder on the basis of the lowest qualified total lump sum proposal and considered most advantageous to the County. 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. The County reserves the right to terminate the contract at any time by giving the Contractor written notice ten (10) calendar days prior to the termination date.

## **11.0 METHOD OF PAYMENT:**

The Consultant will, at the designated time set forth in the project schedule incorporated into this Agreement, submit on his/her standard form an invoice for his/her services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period. In addition, the Consultant shall submit a monthly report, which shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products which the Consultant is required to furnish as part of the Agreement.

The Consultant will submit the original and two copies of the invoice directly to the Washington County Solid Waste Department, 12630 Earth Care Road, Hagerstown, Maryland 21740. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and when certified as acceptable, will be forwarded to the County Finance Officer for payment.

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

## **12.0 SELECTION PROCESS:**

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select those firms judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of the Solid Waste Deputy Director, (Committee Chairman Designee), Purchasing Director, the Director of Environmental Management
- B. Contract award/negotiation processes shall be based on a formal methodology established by Washington County. The County intends to open and review each firm's Q & E to evaluate their 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. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.
- C. Evaluation Criteria

Selection Criteria to be used by the Committee are:



1. Responsiveness to the scope of work and these instructions;
2. Specialized experience and technical competence in performing relevant services in the past three (3) years, including qualifications of staff members who will be involved in these services:
3. Oral presentations, if required;
4. Composition of staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
5. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
6. Contractor's capacity to perform the work, giving consideration to current workload;

### **13.0 RESERVATIONS:**

- A. The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require.
  - B. The County reserves the right to require interviews.
  - C. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County.
  - D. The County reserves the right to not hold discussion after award of the contract. Nothing in this RFP or the contract between the County and the successfully awarded Contractor shall prohibit the County from retaining the services of other Contractors.
7. Contractor's familiarity with problems applicable to this type of work;
  8. References from previous clients, including size and scope of the services, name and telephone number of contact person.
  9. Price proposal.

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

A Pre-Bid Conference/Teleconference will be held on **Wednesday, November 8, 2023, at 11:00 A.M., (EDT/EST)** in the Washington County Administration Complex Third Floor Conference Room 3000, 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 for 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.

### **15.0 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 Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, 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 an addendum to this solicitation, and such an addendum shall become part of the contract documents. Requests received after **4:00 P.M. (EST/EDT), Wednesday, November 15, 2023**, may not be considered. Every interpretation made by the County will be made in the form of an addendum.

**16.0 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.

**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.

- 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 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.

**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. 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.

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.

**17.0 EXTRA WORK:**

- A. The Consultant's Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit and incidentals (the actual breakdown for these hourly rates is not required).
- B. In the event that extra work becomes necessary on this project, the County shall furnish a detailed description of the work to be performed and request a proposal from the Consultant.

- C. Upon determination of a mutually agreed price and contract time extension, if necessary, the Consultant shall be authorized to proceed with the extra work.

All interested firms shall send one (1) original, three (3) copies and three (3) flash drive of the Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked " **Q & E – (PUR-1649) ARCHEOLOGICAL SERVICES** " and one (1) original, three (3) copies and three (3) flash drive of the Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1649) ARCHEOLOGICAL SERVICES** " with the firm's name and address clearly written on the outside of the envelope, no later than **4:00 P.M. (EDT/EST), Wednesday, November 29, 2023**. Submittals are due in the office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, MD 21740.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

**PUR-1649  
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-1649) dated October 31, 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.

**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 affected 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.

[Signatures Next Page]

IN WITNESS WHEREOF, the parties have caused this Contract PUR-1649 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**

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BY: \_\_\_\_\_  
John F. Barr, President

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Title

Address \_\_\_\_\_

Recommended for approval:

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

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

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

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

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

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**I. PURPOSE**

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

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

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



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

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

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

Minimum Limits Required:

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

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

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

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

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

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

**PUR-1649**  
**WASHINGTON COUNTY, MARYLAND**  
**PURCHASING DEPARTMENT**  
**AFFIDAVID**

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

**AFFIDAVIT I**

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

**AFFIDAVIT II**

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

**AFFIDAVIT III**

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

**AFFIDAVIT IV**

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**GOVERNMENT WIDE  
DEBARMENT AND SUSPENSION**

**Background and Applicability:**

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

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official \_\_\_\_\_

Printed Name of Contractor's Authorized Official \_\_\_\_\_

Printed Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**WASHINGTON COUNTY DEPARTMENT OF SOLID WASTE  
 ARCHEOLOGICAL SERVICES AT  
 40-WEST LANDFILL**

**FORM OF PROPOSAL  
 PUR-1649**

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

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

Addenda No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_,

Addenda No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_,

*(Amount 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	Unit Price
1	Initial Site Investigation @ _____ Dollars <i>(Written)</i> _____ Cents per Acre <i>(Written)</i>	LS	\$ _____ (Figures)
<b>TOTAL BASE BID AMOUNT (Item No 1 above)</b>			
	_____ Dollars <i>(Written)</i>		\$ _____ (Figures)
	_____ per Cents <i>(Written)</i>		

**FORM OF PROPOSAL  
PUR-1649**

Item No.	Description / Written Unit Price	Unit	Unit Price
1	<i>Add Alternate No 1:</i> Work Plan Development @ _____ Dollars (Written) _____ per Cents (Written)	LS	\$ _____ (Figures)
2	<i>Add Alternate No. 2:</i> Relocation Services @ _____ Dollars (Written) _____ per Cents (Written)	LS	\$ _____ (Figures)
<b>TOTAL ALTERNATE AMOUNT</b> (Alternate Item Nos. 1 and 2) _____ Dollars (Written) _____ per Cents (Written)			\$ _____ (Figures)
<b>TOTAL PROPOSAL AMOUNT</b> (Base Bid and Alternate Item Nos. 1 and 2) _____ Dollars (Written) _____ per Cents (Written)			

**FORM OF PROPOSAL  
PUR-1649**

**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: \_\_\_\_\_

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

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

## **Appendix A Maps**

# 40 West Landfill

Site: SW Corner of Residential Lot

Legend

Washington County Landfill (Forty West...)

SITE

Google Earth

Image © 2023 Airbus  
Image © 2023 CNES / Airbus



100 ft



# 40 West Landfill

Legend



afers Gunsmithing

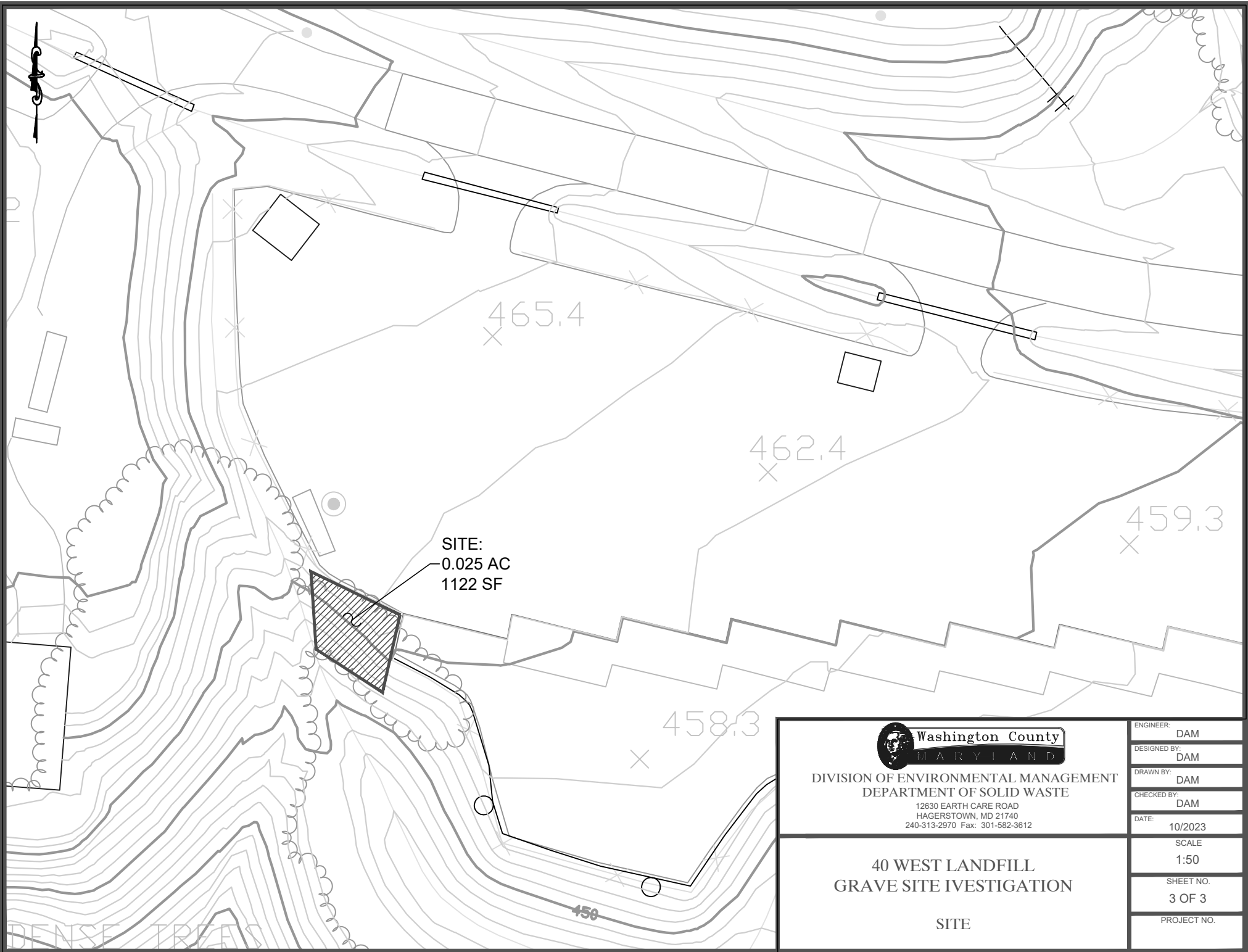
Google Earth

Image U.S. Geological Survey



Home Run Dr

3000 ft



DIVISION OF ENVIRONMENTAL MANAGEMENT  
DEPARTMENT OF SOLID WASTE

12630 EARTH CARE ROAD  
HAGERSTOWN, MD 21740  
240-313-2970 Fax: 301-582-3612

ENGINEER: DAM  
DESIGNED BY: DAM  
DRAWN BY: DAM  
CHECKED BY: DAM  
DATE: 10/2023

40 WEST LANDFILL  
GRAVE SITE INVESTIGATION

SITE

SCALE  
1:50

SHEET NO.  
3 OF 3

PROJECT NO.