



COORDINATING COMMITTEE

**PUR-1653
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS**

**WASHINGTON COUNTY, MARYLAND
DIVISION OF ENVIRONMENTAL MANAGEMENT
DEPARTMENT OF SOLID WASTE
LANDFILL GAS UTILIZATION PROJECT**

November 21, 2023

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience / Technical Proposals (Q&E/Technical Proposal) and Price Proposal Submittals from qualified parties to provide **Landfill Gas Utilization Project** (*Financing, Design, Construction, Operation and Maintenance*).

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 29, 2023, at 10:00 A.M. (EDT/EST)** in the Washington County Administration Complex Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call 240-313-2330 prior to the teleconference for further instructions.

All interested firms shall send one (1) original, and three (3) copies of the Qualifications and Experience / Technical Submittal including Standard Form 330 enclosed in a sealed opaque marked **Combined Q&E Proposal/Technical Proposal "(PUR-1653) - LANDFILL GAS UTILIZATION PROJECT "** and one (1) original, and three (3) copies of their Price Proposal in a separately sealed opaque envelope marked **"Price Proposal - (PUR-1653) LANDFILL GAS UTILIZATION PROJECT"**, with the firm's name and address clearly written on the outside of both envelopes to the Office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department,

Washington County Administration Building, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EST/EDT), Wednesday, December 20, 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 & Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective party. *Facsimile or Electronic Proposals will not be accepted.*

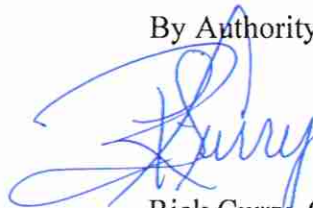
NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their 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 accommodations are requested to contact 240-3132330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Teleconference.

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

By Authority of:



Rick Curry, CPPO
Director of Purchasing



COORDINATING COMMITTEE

**PUR-1653
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS**

WASHINGTON COUNTY - LANDFILL GAS PROJECT

SCOPE OF WORK / SPECIFICATIONS

1.0 INTRODUCTION:

The Washington County Department of Solid Waste currently has one (1) active landfill (40 West Landfill), four (4) closed landfills (Resh Road, City/County, Hancock, and Rubble Reclamation Landfills) and four (4) MSW Transfer facilities (Greensburg, Hancock, Kaetzel and Dargan). The transfer stations collect MSW and commingled recyclables; MSW is transferred to the 40 West Landfill and recyclables are transferred to a sorting/recycling facility owned by a private company.

Through this RFP, the County is seeking to select a private company to finance, design, build, operate, and maintain a project for the beneficial use of landfill gas (LFG) generated at the 40 West Landfill and Resh Road Landfill. The Bidder is required to describe the specifics of the proposed operations. LFG conversion projects producing renewable natural gas or other innovative projects will be considered. Washington County will only consider technologies and developers with a proven and successful record of developing and operating LFG utilization projects in the United States.

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

1. Successfully finance, develop, build, and operate the facility with a sustainable product(s).
2. Operate in an environmentally acceptable manner (including consideration for reduction of greenhouse gas emissions), and
3. Provide services in an economically competitive manner.

A. FACILITY BACKGROUND:

1. The 40 West Landfill is situated on a 427-acre property located at 12630 Earth Care Road, Hagerstown, MD 21740. The 40 West Landfill is a municipal solid waste (MSW) landfill owned and operated by Washington County Board of County Commissioners and has 189 acres permitted for landfill use. The current active cells include Cells 1, 2, 3, 4, 6, and 7 with Cell 5 scheduled for construction in FY25. The construction of Cell 5 will complete

Phase I of the landfill, Phase II consists of an additional eight cells. The active cells cover approximately 70 acres. The facility has been in continuous operation since December of 2000 and accepts MSW, construction/demolition debris, commercial waste, wastewater sludge and industrial waste. In 2022, the facility received approximately 163,000 tons of solid waste. The County is currently averaging about 550 tons of waste/day. It is anticipated that the landfill will reach capacity in about 2070.

2. 40 West Landfill is permitted by the Maryland Department of Environment (MDE) under Solid Waste Disposal Permit Number 2019-WMF-0266A and Title V Operating Permit Number 24-0243-0466. The facility does not currently have the infrastructure for LFG collection. The facility manages leachate through on-site collection tanks, with the leachate transported to the Valicor Pre-Treatment Facility located at 16232 Elliott Parkway, Williamsport, MD 21795. These permits can be found in Appendix A.
3. The Resh Road Landfill is situated on a 183-acre property located at 13300 Greencastle Pike, Hagerstown, MD 21740. The landfill opened in the 1970's as a burn dump, the first landfill cells opened around 1980, the site closed in January 2001. The landfill is divided into three areas. Cells 2 and 3 are separated from Cells 1, 4, and 5 by an access road, the North Cells (Cells N-1, N-2, and N-3) are separated from Cells 1 through 5 by Resh Road. The North Cells have a full synthetic liner and cap with seven candlestick flares. Cells 1, 2, 3, and 5 are clay lined, Cell 4 has a synthetic liner. Candlestick flares were installed on Cells N-1, N-2, and N-3 during the capping. Cells 1-5 have a partial synthetic cap. During the cap construction on Cells 1-5, an LFG collection system was installed. The system was designed to be converted into an active gas collection system with a header pipe installed on both the Cells 2/3 and 1,4 and 5 sides of the Landfill. Currently, gas is vented into the atmosphere through PVC vents. Details are provided in Appendix D.
4. In 2015/2016, a 2.5MW solar field was constructed on Cells 2 and 3. There are plans to construct additional solar fields on N-1 and Cells 1,4 and 5 but plans were not finalized at the time this RFP was advertised.

B. LANDFILL GAS DATA:

1. NOTE: LFG quantities and properties presented in this Request for Proposals are estimates. No express or implied warranty is made as to the accuracy or suitability of the data provided or it being representative of future conditions.
2. Appendix B contains a report from LandGEM 3.03 for the 40 West Landfill. The report is based on the landfill data from 2000 through 2022.
3. Appendix C contains a report prepared by URS (now AECOM) from 2010.
4. Appendix E contains the "Feasibility assessment for Landfill Gas to Energy at Resh Road Sanitary Landfill", 2003 and the "Design Report for Resh Road Sanitary Landfill - Landfill Gas Management System", 2002.

1.1 PROPOSAL SUBMISSION REQUIREMENTS:

The Bidders shall adhere to the following:

- A. Qualification and Experience and Price Proposals shall be due **4:00 P.M., (EDT/EST), Wednesday, December 20, 2023.**
- B. Bidders must submit one (1) original, and three (3) copies of their Qualifications and Experience / Technical (Q&E/Technical Proposal) Submittal information including Standard Form 330 in the RFP, enclosed in a sealed opaque envelope marked "**SEALED BID – (PUR-1653) LANDFILL GAS PROJECT**" and one (1) original, three (3) copies of their Price Proposal in a separately sealed opaque envelope marked "**(PUR-1653) LANDFILL GAS UTILIZATION PROJECT – PRICE PROPOSAL**" to the attention of:

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

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

C. COMMUNICATIONS:

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

All communications regarding the RFP shall be referred to:

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

D. RISK ALLOCATION:

Risk allocation associated with the proposed LFG Project will be assigned or shared pursuant to the Agreement. It is understood that potential risks exist in all facets of any LFG project. A few of the more critical risk issues are discussed below.

- 1) **Permitting Risk:** The Proposer will be obligated, immediately following the execution of the Agreement, to use all commercially reasonable efforts to secure all permits necessary to construct the Project. Because of potential changes to regulatory requirements, the Proposer must not rely on information provided within this RFP for which permits will ultimately be needed for the Project. Instead, they must research and make their own determination as to which permits will be needed. The Proposer shall finance all energy

sales agreement negotiations, permitting and related design and development work without reimbursement from the County. The Proposer may, at its own risk, begin construction of various elements of the Project on a staged basis at any time it is legally authorized to do so, even though the remainder of the required permits may not have been obtained. The Proposer shall be required to submit completed applications for each of the necessary permits on or before specific deadlines to be established in the Agreements. The County recognizes, however, that risk factors outside the control of the Proposer may prevent the issuance of one or more permits necessary to allow construction of the Project. The County will make reasonable efforts to assist the Proposer in securing the required permits should difficulties arise. The Proposer and County will share the rights to and responsibilities for all environmental attributes generated by, or required for, the Project to the extent permissible by applicable laws or other contract obligations, such as subsidies for the generation of renewable energy. The Proposer is responsible for satisfying any environmental controls and offsets associated with the Project. The Proposer shall assume all risks associated with the value and availability, initially and in the future, of any environmental attributes.

- 2) **Marketing Risk:** The Proposer has the right to market and sell the extracted LFG, including all LFG. The Proposer will assume all risks associated with the marketing of the LFG, and any surplus LFG, including market downturns.
- 3) **LFG Resource Risk:** The Proposer will be responsible for detecting and diverting any non-useable LFG that may damage LFG Facility equipment. The County is not responsible for any damage to LFG Facility equipment that may be caused by LFG. The Proposer shall be responsible for the operation of the GCCS well field and providing adequate quantity and quality of the LFG to the LFG Facility as agreed to in the Agreement. The Proposer shall be responsible for providing the vacuum to operate the system and extract LFG from the site. In the case that the Proposer does not receive the needed quantity of useable LFG, it will be the responsibility of the Proposer to fully document the quantity and quality of the non-useable LFG diverted by the Proposer to be provided relief from performance as described in the Agreement. As previously stated, the County and its employees, or any of its agents, advisors, or consultants, will not contractually guarantee, either implied or explicitly, that the quantities of LFG generated by the mathematical model will in fact represent the quantities of LFG physically extracted from the Landfill or that the quality of the LFG will meet any requirement.
- 4) **Gas Meter Responsibility:** The Proposer will be responsible for placing gas meters within the system to monitor the volume of flow throughout the collection process. The payment to the county will be based off of the metering and the payment will be determined by a monthly statement submitted by the Proposer to the County. The Monthly report shall show the volume of gas extracted from the landfill, the volume treated and sold to the vendor(s) and all associated fees and or revenues as outlined in the Contract Documents.
- 5) **Non-Specification Energy Risk:** The Proposer will be responsible for detecting and preventing any Non-Specification Gas/Power from being dispensed to the Purchaser. Non-Specification Gas could cause damage or affect performance of the gas-fueled equipment used by the Purchaser. The Proposer will assume complete responsibility for any damages caused to the Purchaser's equipment because of delivering Non-Specification Gas. The

County will not be responsible for damage to any equipment damaged by Non-Specification Gas/Power from being dispensed to the Purchaser.

- 6) **Change in Law Risk:** In general, the Proposer shall bear the “Change in Law” risk associated with the LFG Facility operations. A change in law will be the responsibility of the Proposer whether the activities or circumstances do or do not occur to or at the LFG Facility. For example, the Proposer must be prepared to accept risk with respect to changes in federal, state, or local regulations or ordinances that may affect air emissions, or the ultimate conversion, marketing, or sale of the LFG derived energy. The Proposer, therefore, must consider such risk when developing and implementing its LFG conversion and marketing plans.

1.2 SCOPE OF SERVICES:

For this solicitation, the Scope of Services includes, but is not limited to, the following general tasks and responsibilities to be undertaken by the Developer at no cost to Washington County:

1. Financing of the LFG project including the facility and all required infrastructure.
2. LFG conversion facility planning, design, permitting for project development and implementation (land use, construction, operation, etc.)
3. LFG conversion facility construction, operation, maintenance, regulatory compliance, decommissioning at the end of service life
4. LFG and/or conversion product marketing, sale, and distribution

A. Electricity:

The Proposer shall, as part of the Project, be responsible for the installation of all additional electrical facilities needed for Project operations. As necessary, the Proposer shall work with the local electrical provider in securing electrical service. The Proposer shall bear all costs associated with securing electricity at the site as well as the cost of electricity for facility operations. Should the Proposer be approved for onsite electrical generation, it will be up to the Proposer to determine if power generated by the LFG Facility will be used for parasitic needs, or if offsite power will be purchased for facility operations, or a combination of both. Should the facility tie into the existing electrical system at 40 West, a separate meter shall be installed for the LFG facility. All costs for electricity will be the responsibility of the LFG Facility.

B. Potable Water Supply:

The Proposer shall provide and maintain their own water system, there is no public water available on site at the 40 West Landfill. Should any state or local code or other regulatory requirements stipulate the need for a fire suppression sprinkler system within the LFG Facility, the Proposer shall be responsible for verifying, installing, and maintaining the appropriate size water main and meter to handle the required flow rates and pressures for the fire suppression system.

Public Water is available at the Resh Road Landfill. It will be the responsibility of the Proposer to make any upgrades to the water lines as required for the project.

C. Sewage and Condensate:

Neither area available for lease to the Proposer is equipped with any sewer connection. It will be the responsibility of the Proposer to pay for, install, and maintain any sewage and condensate disposal related infrastructure that will be necessary. It will be incumbent upon the Proposer to obtain and comply with any permits required by law for such activity. The Proposer shall be responsible for all disposal fees, monitoring, and pretreatment costs, as applicable.

D. Telecommunications:

The Proposer shall be responsible for securing all telephone and other voice/data telecommunications infrastructure and services for the Project.

E. Expansion:

At the time of award, the project will be designed and constructed for the existing cells in Phase I. The system must be able to expand as the landfill expands vertically and with the completion of Phase I and the construction of the Phase II Cells.

1.3 PROPOSAL QUALIFICATIONS:

The County will only consider proposals that satisfy the following requirements:

1. LFG conversion technologies proposed must have a proven record of operation with a minimum of two successful and current operations of commercial-scale facilities in the United States.
2. The Proposer and development team have a proven record of successful implementation and ongoing operation of a minimum of two commercial-scale LFG conversion facilities in the United States.

1.4 ANTICIPATED ROLES AND RESPONSIBILITIES OF PUBLIC AND PRIVATE PARTICIPANTS:

Submittals will be reviewed and evaluated by a committee of County staff. Proposers are not permitted to lobby Washington County staff or selection committee members prior to the final selection. Providing the committee arrives at a successful selection, the committee will enter contract negotiations with the successful Proposer. In the event the County is unable to agree on contract terms with the selected Proposer, at the County's option, the County may elect to enter negotiations with an alternate Proposer.

Criteria that will be considered in the proposal evaluation process and weighted scoring includes the following:

1. Experience, qualifications, and performance of the Proposer and team in the successful development, implementation, and operation of LFG utilization projects similar to the technology advanced in the Proposal (20 points).
2. Demonstration of successful and active projects of a similar nature, preferably with public sector landfills (20 points).
3. Proposer's Pro-forma and financial documentation (20 points).

4. Compensation proposal to Washington County (20 points).
5. References for Proposer's LFG conversion facility projects (10 points).
6. Quality, clarity, and organization of the Proposal (5 points)
7. Proposer's overall approach to the project (5 points)

The Committee receiving all Proposals, including confidential materials, and performing the complete Proposal review consists of the following parties: Director of Purchasing, Director of Environmental Management, and Deputy Director of Solid Waste. The terms of the final project shall be subject to an agreement between the selected Bidder and the County. The County is ultimately responsible for the final contract negotiation and execution.

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

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

1.5 AGREEMENT:

The Developer shall be required to enter into a formal agreement for the subject services and provide insurance certificates and other information needed by the County. Any potential agreement resulting out of a negotiation phase following this RFP process will include specific contract terms about site use, financing, operations, regulatory compliance, compensation, ownership, security, insurance, indemnification, warranties, performance guarantees, and conditions which reflect the unique nature of an LFG utilization project to be implemented by the Developer.

1.6 CONDITIONS OF WORK:

Proposers are required, prior to submission of Proposal, to carefully examine the requirements of this RFP, the conditions for the contemplated work, and the level of effort required to implement the project. Each Proposer must inform themselves of the conditions relating to the execution of the work for the project and make themselves thoroughly familiar with all contract documents. Failure to do so will not relieve the Proposer of his obligations to enter a contract and implement the project in strict accordance with the contract documents. Each Proposer must inform themselves on all laws and statutes, both Federal, State, and Local, relative to the implementation of the project, the execution of the work, the compliance with state and federal law, the employment of labor, worker health, and safety, protection of public health, access to the work and similar requirements.

1.7 COMPENSATION TO WASHINGTON COUNTY:

While Washington County's primary objective of this solicitation is to see a beneficial use for the LFG generated at 40 West Landfill, compensation to the County from revenue realized through the LFG conversion project will be a factor in considering proposals received. Compensation from the sale of LFG conversion products, the value realized from environmental attributes (renewable energy credits, carbon/greenhouse gas offset credits, renewable identification number, etc.), and other incentives afforded from the conversion of LFG shall be considered in compensation proposals. Describe the compensation to Washington County in exchange for granting the Developer the right to the LFG utilization from the 40 West Landfill and operate the LFG collection and control system and receive and utilize LFG from 40

West Landfill for beneficial use. The Developer shall agree to compensate the County based on the quantity of LFG delivered to the Developer's facility, revenue generated from the sale of LFG conversion products, or other mutually agreed-upon metrics and revenue sharing arrangement.

2.0 PROPOSAL CONTENTS:

The Proposal shall, at a minimum, address each of the following items and be organized in accordance with this section.

- 1) **Executive Summary**
The Executive Summary shall provide an overall synopsis of the Proposal, including brief descriptions of the Proposer's experience and qualifications, financial strength, approach to LFG collection and control system (GCCS) operation and improvements and operation, and the facility that the Proposer is offering to implement.
- 2) **Parent Company Confirmation**
Washington County is seeking a guaranteed long-term LFG utilization project. A Developer wholly or partially owned by another corporation or other entity must submit a parent company confirmation to certify that any potential agreement with the Developer resulting from this RFP process will be co-signed by the Developer's parent company. A Developer who does not fall into this category must note that in their Proposal.
- 3) **Proposer Experience and Qualifications**
 1. A description of a minimum of two currently operating LFG conversion facilities where the Proposer served or currently serves as the project developer, owner, and/or operator of the LFG conversion facility, including:
 - a. A discussion of the current level of involvement the Proposer has in the operation and management of each facility.
 - b. Contact information for the landfill owners providing LFG to the Proposer's facilities.
 - c. A description of the LFG conversion facilities and processes, capacity, the longevity of operation, conversion product metering and marketing, etc.
 - d. A description of compensation arrangements with the partner landfill facilities.
 - e. A description of the arrangements with the partner landfill facilities for procurement of LFG, including identifying responsibilities for the operation and maintenance of the GCCS system, expansion responsibilities, cost-sharing arrangements, regulatory and permit compliance, etc.
 - f. A discussion of any regulatory or permit compliance issues, including notices of non-compliance, violation, enforcement action, etc., issued to the owner or operator of the LFG conversion facilities or the host landfills.
 - g. A list of firms that the Proposer teamed with for the implementation of the reference LFG conversion facilities (permitting, design, construction, operation, and maintenance)

2. A discussion of any LFG utilization facilities developed, owned, and/or operated by the Developer that has been shut down within the last five years. The information should include dates of operation, the reason for shut down, capacity, conversion technology, location, conversion product purchaser, and landfill contact information.
3. A discussion of the Proposer's implementation team for this project including, but not limited to business, financial, and technology partners. If determined at proposal submittal time, technology and infrastructure providers, design and permitting consultants, LFG conversion facility operator, etc.
4. Project Approach
 - a. A discussion of the Proposer's LFG conversion facility technology that is contemplated in response to this RFP, including a description of the conversion process and technology, infrastructure requirements, and space needs.
 - b. A discussion of the Proposer's LFG conversion facility impact mitigation strategies (lighting, noise, emissions, traffic, etc.).
 - c. A discussion of the Proposer's approach to the planning, design, permitting, construction, and operation of the LFG conversion facility.
 - d. A discussion of modifications/improvements that the Proposer foresees to the existing GCCS infrastructure and/or operation that should be considered for initial development.
 - e. A discussion of the Proposer's approach to GCCS operation, regulatory monitoring, and compliance.
 - f. A description of the Proposer's approach to LFG conversion product marketing and securing of end-use purchasers.
 - g. A proposed schedule for project implementation, including milestone completion dates.
 - h. A discussion of project lifespan and affecting factors.
5. Project Pro-Forma and Financial Information
 - a. A detailed presentation of total estimated capital costs, project financing, debt service, fees, insurance, operations, and maintenance costs for the proposed LFG conversion facility and GCCS operation, expansion, and maintenance.
 - b. A detailed discussion of LFG conversion product marketing, revenue projections, and assumptions.
 - c. A detailed discussion on revenue sharing structure, projections, method of determination, and assumptions.
 - d. A certified copy of the Proposer's two most recent audited year-end financial statements showing income, expenses, and outstanding debt.

- e. A list of any pending or recently completed litigation and parties in which the Proposer is the defendant and provide the amount of damages being contested.
- f. A list of any litigation in which the Proposer is a litigant and the amount of financial recovery sought.
- g. Model Agreement A model agreement for possible use as a basis for the development of an agreement between Washington County and the Proposer.

4) Ownership:

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

5) County Contributions:

The County Contribution to the project is the land to be leased. There will be no financial obligations by the County.

6) Development:

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

There is no public water or sewer available for this project, the bidders shall include the need for a well and septic system with the construction expenses if required.

7) Operation:

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

8) Disqualifying Conduct:

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

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

2.1 PRICE PROPOSAL:

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

2.2 REQUESTS FOR ADDITIONAL INFORMATION:

Following the submission of proposals, the County may request clarification and additional information from Bidders at any time during the evaluation process. Bidders that do not respond promptly to such information requests or do not provide adequate information may be eliminated from further consideration.

2.3 LIMITATION OF LIABILITY:

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

3.0 COMPLETENESS:

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

4.0 ACCESS TO FACILITIES AND SITES:

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

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

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

5.0 COSTS INCURRED BY BIDDERS:

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

5.1 ORAL PRESENTATION/INTERVIEW/INFORMATION ON REFERENCE FACILITIES:

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

5.2 RULES, REGULATIONS, AND LICENSING REQUIREMENTS:

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

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

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

5.3 AGREEMENT NEGOTIATIONS:

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

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

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

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

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

6.0 USE OF EXISTING DOCUMENTS:

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

7.0 LIQUIDATED DAMAGES:

Liquidated damages of one thousand dollars (\$1,000.00) per calendar day may be assessed at the County's discretion, against the Contractor for failure to meet the schedule established. It is imperative that the Division of Environmental Management be contacted immediately should circumstances beyond the Contractor control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the County. Liquidated Damages will not automatically apply to all project assignments. The County will designate if liquidated damages apply to an assignment at the time of communicating the scope of services.

8.0 PROPOSAL SUBMITTALS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>. No proposal preparation expense will be paid by the County relative to any response to this solicitation. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.

- B. **Two separate proposals shall be submitted.** One shall be the Qualifications and Experience / Technical Proposal (Q & E) of the Contractor or Contractor team. The other shall be the Price Proposal. **The Price Proposal will be opened only if the firm is considered responsible, qualified, and responsive to this request after detailed review of the Q & E by the Coordinating Committee.**

9.0 METHOD OF AWARD AND TERMINATION:

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

10.0 PRE-PROPOSAL CONFERENCE/TELECONFERENCE:

A Pre-Bid Conference/Teleconference will be held on **Wednesday, November 29, 2022 at 10:00 A.M., (EDT/EST)** in the Washington County Administration Complex Third Floor Conference Suite 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 to receive instructions. All interested bidders are requested to be present. Attendance in person or via teleconferencing is not mandatory for those wishing to submit proposals but is strongly encouraged.

11.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

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

All necessary interpretations will be issued to all Bidders in the form of addendum to this solicitation, and such addendum shall become part of the contract documents. Requests received after **4:00 P.M. (EST/EDT), Wednesday, December 6, 2023** may not be considered. Every interpretation made by the County will be made in the form of an addendum.

12.0 TERMS AND CONDITIONS:

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

- D. No reports, information or data given to or prepared by the Bidder under the contract shall be made available to any individual or organization by the Bidder without the prior written approval of the Washington County Director of Environmental Management.
- E. By submitting a proposal, the Bidder agrees that he is satisfied, because of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. Bidder should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- G. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- H. **Political Contribution Disclosure:** The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- I. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Request for Proposal (RFP): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this RFP is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this RFP.

- J. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> , email address is sdat.charterhelp@maryland.gov, 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 or from the County's Purchasing Department.
- L. **Compliance with Laws:** The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
- M. **Independent Contractor Status:** The successful Proposer is an independent contractor and neither the Proposer nor its employees, agents, nor representatives of Board of County Commissioners shall be considered employees, agents, or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Proposer. From any amount due the Proposer, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Contractor.
- N. **Health Insurance Portability and Accountability Act (HIPAA)**
- 1) Contractor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., as the same may be amended from time to time and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as may be amended from time to time. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records

Act (MCMRA), Md. Health-General §4-301 et seq., as the same may be amended from time to time. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.

2) Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

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

All interested firms shall send one (1) original, three (3) copies of the Qualifications and Experience / Technical Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E – WASHINGTON COUTY - LANDFILL GAS PROJECT** " and one (1) original, three (3) copies of the Price Proposal in a separately sealed opaque envelope marked "**WASHINGTON COUTY - LANDFILL GAS PROJECT - PRICE PROPOSAL** " no later than **4:00 P.M. (EDT/EST), Wednesday, December 20, 2023**. Submittals are due in the office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Suite 3200, Hagerstown, MD 21740.

By Authority of:



Rick Curry, CPPO
Director of Purchasing

**PUR-1653
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-1653) dated November 21, 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 Contract will be in effect for a period of twenty (20) years from the date of execution, after the Contract term. One hundred eighty (180) calendar days prior to the expiration date of the Contract, the Bidder shall submit notice for consideration of contract renewal option, if a renewal is sought.

III. SCHEDULE

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

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

IV. TERMINATION

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

- A.1 Except as provided in A.2 below, if the Contractor shall default in performance of this Contract in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Contract.
- A.2 If the Contractor fails to provide an approved replacement as required by the "RFP" within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate the Contract, immediately, without notice or opportunity to cure.
- B. If the County shall determine that termination is in the best interest of the County the County may terminate the Contract. Any termination shall be 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.

DISPUTES

- V. 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 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.

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-1653** to be executed on _____, 2023, 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, Clerk

BY: _____
John Barr, President

ATTEST:

Secretary

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:

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-1653
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT
(Must be completed, signed, and submitted with the Price Proposal.)

Bidder _____

Address _____

Telephone _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

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

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

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

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

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

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

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

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

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

Company Name: _____

Signature of Bidder's Authorized Official: _____

Printed Name of Bidder's Authorized Official: _____

Printed Title of Bidder's Authorized Official: _____

Date: _____

LANDFILL GAS UTILIZATION

**FORM OF PROPOSAL
PUR-1653**

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.)

	Projected LFG Recovery Potential (scfm)	Projected LFG to be Used by Project (scfm)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
Year 16		
Year 17		
Year 18		
Year 19		
Year 20		

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 1 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR ONE (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 2 Description / Written Unit Price	Unit Price
1	Lease Payment to County <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)
TOTAL YEAR TWO (Items 1 thru 6 above)		
	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> (Written) Cents </div>	\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 3 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR THREE (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 4 Description / Written Unit Price	Unit Price
1	Lease Payment to County <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
TOTAL YEAR FOUR (Items 1 thru 6 above)		
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 5 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR FIVE (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 6 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR SIX (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 7 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR SEVEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 8 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR EIGHT (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 9 Description / Written Unit Price	Unit Price
1	Lease Payment to County <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)
TOTAL YEAR NINE (Items 1 thru 6 above)		
	<hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Dollars</div> <div style="text-align: center; margin-right: 20px;"><i>(Written)</i></div> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: flex-end; margin-right: 20px;">Cents</div> <div style="text-align: center;"><i>(Written)</i></div>	\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 10 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR TEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 11 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR ELEVEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 12 Description / Written Unit Price	Unit Price
1	Lease Payment to County <hr/> Dollars (Written) <hr/> Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) <hr/> Dollars (Written) <hr/> Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis <hr/> Dollars (Written) <hr/> Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) <hr/> Dollars (Written) <hr/> Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) <hr/> Dollars (Written) <hr/> Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) <hr/> Dollars (Written) <hr/> Cents (Written)	\$ _____ (Figures)
TOTAL YEAR TWELVE (Items 1 thru 6 above) <hr/> Dollars (Written) <hr/> Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 13 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR THIRTEEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 14 Description / Written Unit Price	Unit Price
1	Lease Payment to County <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written) <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	\$ _____ (Figures)
TOTAL YEAR FORTEEN (Items 1 thru 6 above)		
	<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Dollars _____ (Written)	\$ _____ (Figures)
	<hr style="width: 80%; margin-left: auto; margin-right: 0;"/> Cents _____ (Written)	

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 15 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR FIFTEEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 16 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR SIXTEEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 17 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR SEVENTEEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 18 Description / Written Unit Price	Unit Price
1	Lease Payment to County <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)
TOTAL YEAR EIGHTEEN (Items 1 thru 6 above)		
	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Dollars </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between;"> <i>(Written)</i> Cents </div>	\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 19 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR NINETEEN (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Item No.	Year 20 Description / Written Unit Price	Unit Price
1	Lease Payment to County _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
2	Proposed Compensation to County on LFG Unit Basis (\$/MMBTU) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
3	Proposed Compensation to County on Other Basis _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
4	Proposed Annual Compensation to County on Power Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
5	Proposed Annual Compensation to County on Gas Sales (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
6	Proposed Annual Compensation to County on Other Sources (1) _____ Dollars (Written) _____ Cents (Written)	\$ _____ (Figures)
TOTAL YEAR TWENTY (Items 1 thru 6 above) _____ Dollars (Written) _____ Cents (Written)		\$ _____ (Figures)

**FORM OF PROPOSAL
PUR-1653**

Landfill Gas Utilization Project (Financing, Design, Construction, Operation and Maintenance)

YEARLY TOTALS FROM ABOVE		
Years	Written Total (Dollars & Cents)	Figures
Year 1		\$
Year 2		\$
Year 3		\$
Year 4		\$
Year 5		\$
Year 6		\$
Year 7		\$
Year 8		\$
Year 9		\$
Year 10		\$
Year 11		\$
Year 12		\$
Year 13		\$
Year 14		\$
Year 15		\$
Year 16		\$
Year 17		\$
Year 18		\$
Year 19		\$
Year 20		\$
Grand Total: Years 1 through 20		\$

**FORM OF PROPOSAL
PUR-1653**

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.: _____

Fax No.: _____

E-Mail Address: _____

Federal Employer's Identification No. _____

Date: _____

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

Appendix A Permits

Appendix B

LandGEM Report

Appendix C

2010 URS (AECOM) Report

Appendix D

Resh Road Landfill Drawings

Appendix E

SCS Reports for Resh Road Landfill