



COORDINATING COMMITTEE

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

**PUR-1345
REQUEST FOR SUBMITTALS
REGARDING QUALIFICATIONS AND EXPERIENCE
AND
PRICE PROPOSALS**

**LANDFILL MONITORING SERVICES
REQUIREMENTS CONTRACT**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience Submittals as well as Price Proposals from qualified firms to provide gas and water monitoring services for the Washington County Department of Solid Waste.

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

The format for submittals, information regarding the scope of work, and the criteria to be used by the Committee are available from the Washington County website: www.washco-md.net by accessing "Divisions & Departments / Purchasing Department / Current Invitations" or from the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748. Inquiries regarding this request can be directed to Karen R. Luther, CPPO, Director of Purchasing, at the above address or telephone 240-313-2330.

A Pre-Proposal Conference will be held on **Friday, April 7, 2017 at 10:00 A.M. (EDST)** at the Washington County Administration Complex, Second Floor Conference Room #2001, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

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

One (1) original and five (5) copies of submittals of Qualifications and Experience information from firms, including Standard Form 330, enclosed in a sealed opaque envelope marked "**Q&E – Landfill Monitoring Services**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Landfill Monitoring Services**" are due into the Office of Karen R. Luther, CPPO-Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740-4748, no later than **Thursday, April 27, 2017 at 4:00 P.M. (EDST)**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above required information for the Committee's review may result in disqualification of that firm.

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

The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract. The Board of County Commissioners reserves the right to accept or reject any or all proposals, to waive formalities, informalities, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:

A handwritten signature in black ink that reads "Karen R. Luther". The signature is written in a cursive, flowing style.

Karen R. Luther, CPPO
Director of Purchasing



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**LANDFILL MONITORING SERVICES
REQUIREMENTS CONTRACT**

March 29, 2017

Your firm is hereby invited to submit a proposal to provide Landfill Monitoring Services for the Washington County Department of Solid Waste. **The duration of the contract shall be for a period of two (2) years from the date of the executed contract for these services with an option by the Board of County Commissioners to renew for up to three (3) additional and consecutive one (1) year periods. Extensions shall be subject to written approval by the County at least sixty (60) calendar days prior to the contract expiration date.** Should the consultant wish to renew the contract during the option years, a letter of intent to the Owner's Representative shall be submitted at least ninety (90) calendar days prior to the expiration of the contract. The County reserves the right to reject any request for renewal and any increase in prices and/or hourly rates. All other terms and conditions shall remain unchanged. This Contract is solely for Solid Waste Facility related monitoring. The County reserves the right to reject all proposals and use other consulting companies or agencies for which the County has access through the State of Maryland.

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

I. SCOPE OF WORK

A. The Washington County Department of Solid Waste sites to be monitored are:

Resh Road Landfill, 13300 Greencastle Pike, Hagerstown, MD 21740

Surface Water Samples:	4
Ground Water Samples:	12 (depths from 50'-110')
Required Report:	Semi-Annual
Gas Samples:	8 (2 multiple level probes)
Testing Frequency	Gas – Quarterly, Water - Semi-Annual
Required Report:	Semi-Annual

Rubble Landfill, 11112 Kemps Mill Road, Williamsport, MD 21795

Surface Water Samples:	3
Ground Water Samples:	13 (depths from 38'-272')
Gas Samples:	9
Testing Frequency	Gas – Annual, Water - Semi-Annual
Required Report:	Semi-Annual
Annual Domestic Water Supply Testing:	2

City/County Landfill, 12824 Resh Road, Hagerstown, MD 21740

Surface Water Samples:	2
Ground Water Samples:	5 (depths from 90'-170')
Required Report:	Annual
Gas Samples:	10 (5 probes (2 probes with 2 depths, 3 buildings)
Testing Frequency	Gas – Quarterly, Water - Annual
Required Report:	Semi-Annual

40 West Landfill, 16230 Earth Care Road, Hagerstown, MD 21740

Surface Water Samples:	3
Ground Water Samples:	19 (3 up-gradient wells) (depths from 20' - 77')
Required Report:	Semi-Annual
Gas Samples:	11 (8 Probes, three buildings)
Testing Frequency	Gas – Quarterly, Water - Semi-Annual
Required Report:	Semi-Annual
Annual Domestic Water Supply Testing:	13

Hancock Landfill, 6502 Hess Road, Hancock, MD 21750

Surface Water Samples:	0
Ground Water Samples:	3
Gas Samples:	21 (7 multiple level probes, 1 building)
Testing Frequency	Gas – Quarterly, Water - Semi-Annual
Required Report:	Semi-Annual

Kaetzel Transfer Station, 2926 Kaetzel Road, Brownsville, MD 21715

Surface Water Samples:	0
Ground Water Samples:	1
Gas Samples:	7 (6 Probes, 1 building)
Testing Frequency	Gas – Semi-Annual, Water - Annual
Required Report:	Gas – Annual, Water Testing Data is only reported to the County

Normal hours for landfill operations at all sites will be 7:00 a.m. to 3:30 p.m.

- B. Surface water monitoring for the municipal solid waste landfills and transfer stations.
 - 1. Surface water samples shall be analyzed for the same parameters as the ground water monitoring wells.

- C. Ground water monitoring for the municipal solid waste landfills and transfer stations.
 - 1. Well depths, diameters and details are a listed in the specific site reports and monitoring plans
 - 2. Low flow purging methodology is to be followed in accordance with the site specific monitoring plans.
 - 3. Purge water may be discharged to the ground down gradient of the monitoring well only where such discharge will permeate the ground and not directly reach a drainage channel, stream, spring, or other water way. Ground discharge must be managed in such a way as to control potential erosion. Should a monitoring well be determined to be impacted, purge water from future sampling events will require containerization and off-site disposal.
 - 4. Waste from well drilling may remain on the site and stabilized if no contamination is found. If contaminated, the waste can be landfilled if approved by MDE.
- D. Gas Monitoring at any of the County facilities.
 - 1. Procedures and details are as listed in the specific site reports and monitoring plans
- E. Event Sampling at any of the County facilities.
 - 1. Event Sampling may require any of the procedures listed previously. The County will provide the consultant with a written scope of work for each event. The consultant will then provide the county with a cost estimate for the event based on the labor rates provided.
- F. Domestic Well Sampling at the 40 West Landfill. Sample Analysis Protocol for the domestic wells shall be accordance with the semi-annual ground water and surface water sampling analysis (MDE Tables I and II). The County will notify homeowners of any change in testing services. The consultant will be responsible to contact homeowners for the notification of each event. In accordance with the approved site specific monitoring plans, only individuals with a valid MDE drinking water Sampling Certification can perform all domestic water supply sampling.
- G. NPDES Inspections will be completed by the consultant in accordance with the 12-SW General Permit at the following facilities:

- Resh Road Landfill
- Rubble Landfill
- City/County Landfill
- 40 West Landfill
- Hancock Landfill

The Inspections shall include the following tasks:

1. Task 1 - Routine Facility Inspections
 - a. Inspections will be conducted quarterly during periods when the facility is in operation. One inspection will be required to be conducted during a period when the stormwater discharge is occurring.
 - b. Specific areas of the facility to be inspected, including schedules for specific outfalls: The Maintenance Building, Active Landfill, collection systems, pump stations, tanks, loading stations and bioretention area will be the focus areas of the inspection as applicable per specific site.
 2. Task 2 - Comprehensive Site Compliance Evaluation
 - a. Inspections will be conducted annually during periods when the facility is in operation.
 - b. Inspections to be conducted in areas of active landfill activity and at the maintenance shop.
 - c. The Comprehensive Site Inspection will be completed in May.
 3. Task 3 - Quarterly Visual Assessments
 - a. Inspections will be conducted quarterly during periods when the facility is in operation. One inspection will be required to be conducted during a period when the stormwater discharge is occurring.
 - b. Assessments to be conducted at outfalls of SWM sediment basins.
 - c. The Quarterly Site Inspections will be conducted tentatively in February, May, August and November. The February or November inspection dates may be change to have an inspection during a snow event.
- H. Samples of the monitoring plans and reports for the site will be provided as are available. The most current methodology will govern over any inconsistencies with the reports and the accepted methodology. The requirements within this RFP will govern over the requirements in the sample plans and reports.
- I. Construction of New Monitoring Wells as required by the COUNTY. All new wells will be 4" diameter internal casing unless otherwise approved by MDE. Pricing for new wells will assume a 100 foot depth. The cost will include the drilling and installation of the well, supervision by a geologist, well development and surveying of the horizontal and vertical coordinates. The cost of sampling will not be included in this line item. A geologist is required to be on site for the drilling of all wells.

- J. Annual, Semi-Annual and or Quarterly Monitoring Reports submitted to the Department of Solid Waste and the Maryland Department of the Environment as required in Section I, Paragraph A.
- K. Complete updates for the 5-year monitoring plans for each site.
- L. The Consultant shall provide all required transportation for their personnel.
- M. The Consultant shall provide all equipment and material necessary to perform the tasks described herein including all safety related equipment and shall be used when appropriate.
- N. Office space will not be provided; the Consultant shall be prepared to work out of their vehicle.
- O. The Consultant will be required to provide the services under this contract at any Department of Solid Waste location within Washington County and should be aware of the geographic boundaries of the County.
- P. The County intends to award this contract in total to a single vendor. The award will not be split.
- Q. All regular sampling activities are required to use submersible pumps with disposable tubing in accordance with the site specific monitoring plan protocols. However, the use of disposable Teflon or Polyethylene bailers is acceptable in emergency situations only. If a well is excessive in depth a HydraSleeve may be used only if submersible pump is not available. No wells have dedicated sampling pumps or tubing. Appropriate containers for temporary storage of purged water shall be supplied by the Consultant for each monitoring station. Turbidity testing is required for each monitoring station. Water levels in all wells and piezometers shall be taken during each monitoring event. In addition, the Consultant shall be responsible removal and disposal of incidental trash and litter generated by the proposer on-site.
- R. The Consultant may be asked to assist the County in devising and implementing corrective action studies and measures if required such as monitoring plans for non-monitored sites, additional wells or probes on existing sites, review of existing plans, or corrective plans. An hourly rate for such services shall be indicated on the proposal form. This hourly rate shall include all skill levels involved and any overtime premiums that may be required.
- S. The Consultant will be responsible for the proper sampling and analysis of all constituents and all other MDE requirements. The Consultant will be expected to be knowledgeable in these areas and to advise the County if additional sampling and analysis are needed. In addition, the Consultant will be expected to perform appropriate statistical analysis to determine if groundwater quality data represent a statistically significant deviation from background. The analysis to be used is the Parametric Analysis of Variance (ANOVA), the specific analysis requirements are outlines in the site specific monitoring plans. The Consultant will also be expected to make interpretations of the data and make supportable judgments and recommendations as to appropriate corrective actions.

- T. Prepare quarterly, semi-annual, and annual reports for submittal to MDE. The reports will provide a narrative which will include at a minimum, a summary of field activities, observations, groundwater elevations, contours, velocity estimates (as requested by MDE), groundwater/soil pore liquid quality monitoring, and conclusions. The report will also include, site location map, site plan and monitoring points, graphs of monitoring results, tabulated results of monitoring results and copies of all field logs, chain of custody documents, lab reports.
- U. All reports to be certified by a Civil Engineer licensed in the state of Maryland. If a Licensed Engineer is not available, the report can be certified by a qualified Geologist.
- V. Provide a draft copy of the report to the County for review. Draft reports shall be submitted within a reasonable time to allow review, comment, revision and re-submittal to meet the MDE reporting dates, but should not exceed 20-working days from the end of the sampling/monitoring quarter. Incorporate soil pore methane gas results as prepared by the consultant in final report. Comments provided by the County review shall be addressed and included in the preparation of the final report. The consultant shall include one comment response submittal with each report cycle for bidding purposes. No additional compensation will be given to the consultant for additional comments/response cycles. Two (2) copies of the final report plus one (1) compact disc containing the final report shall be submitted to the County for distribution.
- W. Respond to questions from regulatory agencies on behalf of the County regarding monitoring report data.
- X. Additional Services. The Consultant shall be responsible for additional services on an as-needed basis as discussed below. The sampling and analysis conducted under this requirement will be scheduled by the County. All On-Call sampling events will be billed on a time and materials basis.
 - 1. On-Call Monitoring:
 - a. Obtain and analyze surface-water samples as requested by County for inclusion in Annual Storm Water Report (by the County). Include the constituent iron (Fe) in sampling. The County will notify the contractor when the sampling is needed. Three (3) locations must be sampled, the run-on and two run-off locations. The run-on location may produce flow if significant precipitation falls on the adjacent property but should not be sampled until run-off occurs. The run-off (discharge) locations are located adjacent to the storm water sedimentation basin and at the discharge structure adjacent to the soil stockpile. These two locations may not immediately produce discharge until after several precipitation events have occurred.
 - b. Upon request, obtain and analyze stored storm water contained in one or more temporary storage basins. Analyze for parameter/constituents and for leachate and inorganic materials.

- c. All analytical results shall be submitted to the County within thirty (30) calendar days of sampling.
 - d. Obtain and analyze leachate samples from leachate seeps or surface drainage as requested by County. Analyze for parameter/constituents and include inorganic materials.
 - e. Include results of as-needed monitoring in the quarterly report that samples were collected. The report shall, at a minimum, provide a brief narrative of sampling procedures, a summary of analytical results, an analytical review of the results, table or tables of the results to include: analyte, method, date sampled, results, local limits, MCL and sampling frequency. Additional data may be included if pertinent. Laboratory results, chain of custody and any other data necessary that may be required to accurately describe the sample.
 - f. If exceedances occur in a sampling event, the Consultant will be asked to submit a cost estimate for the additional sampling that will be required. This cost will be based on a time and material basis.
2. General Requirements: The Consultant shall also provide the following:
- a. Identify a primary and secondary state certified laboratory that will perform the analysis of submitted samples. Provide state and federal audits for the testing laboratories within the Qualifications and Experience submittal. The identified lab(s) must be able to analyze samples with limited holding times which may fall on weekends.
 - b. Consultant shall identify all monitoring equipment used in field sampling.
 - c. Consultant shall provide all analytical data in MS Excel format to the County upon request and at the completion of the contract term. Requested data shall be submitted on a compact disc.
 - d. Consultant shall notify and provide an explanation if sample holding times are exceeded.
 - e. Consultant shall be able to respond in the shortest possible time upon notification to collect storm water samples.
 - f. Consultant shall notify the County a minimum of 72-hours prior to performing any scheduled monitoring.

II. QUALIFICATIONS & EXPERIENCE

A. Consultant Capabilities:

Section I shall be entitled “Consultant Capabilities”, and shall include a description of the proposing consultant’s resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

1. **Background and Experience.** In this section, describe your firm’s background and its organizational structure and why this is advantageous to the project. Identify and describe the project manager and key project member’s roles and background as related to this project. Describe the consultant’s QA/QC methods. Describe the firm’s demonstrated experience in providing site monitoring services.
2. **Key Personnel.** Provide resumes describing the background and qualifications of the key personnel your firm would use, including any subcontractors that are considered as key personnel on this project. In a table, list the proposed project manager and key personnel and the number of years that each has in the project manager and staff positions. Personnel shall have the following minimum requirements:

Project Manager:	Ten (10) years’ experience in Civil/Environmental Engineering or Geology, five (5) years as Project Manager.
Professional Engineer:	Ten (10) years’ experience in Civil/Environmental Engineering
Senior Geologist:	Ten (10) years’ experience in Geology
Geologist:	Five (5) years’ experience
Field Personnel:	Two (2) years’ experience

All pertinent certifications or training shall be listed in the resume.

3. **Standard Form 330 listing** only those projects similar to that proposed and the resumes of only the staff to be assigned to this contract. Clearly indicate for which staff position(s) they are being proposed. Based on their qualifications, some staff may meet the requirements for more than one employee classification. Multiple individuals may be listed under a single employee classification to assure adequate coverage of all areas of expertise. Provide a listing of relevant projects. Provide a listing of staff that worked on the project and their project assignment (i.e., design engineer, designer, etc.). Complete project description, nature of firm’s responsibilities, project owners’ name and reference contact with current telephone number, among other things, shall be fully described in the form. Due to space limitations in the form, separate, detailed resumes are encouraged.

4. Submittals shall include the professional resumes for all other members of the project team. Proposer shall also supply the following documentation containing detailed information, as specified.
 - a. A letter of certification attesting that the laboratory has technologically advanced equipment capable of performing analysis within detection and sensitivity limitations and is approved by MDE. If lab work is subcontracted, submit name of lab and their certification.
 - b. Number of employees performing analysis.
 - c. Names and telephone numbers of all customers for whom your company has performed similar services as listed herein for the past five (5) years.
 - d. Proposers in-house Quality Assurance Program
 - e. Certifications of employees performing analysis.
 - f. Additional information as appropriate so that the County can make an accurate assessment of the proposer's capabilities.
 - g. Each inspector shall possess prior field experience on projects similar to the types described herein. The resumes provided in your submittal for each staff member must clearly indicate the types of projects for which they have experience.

B. Experience Summary:

Section II shall be entitled "Experience Summary" (please limit to six (6) projects), and shall briefly describe ongoing or recently completed related projects along with a discussion comparing similarities with this proposed project. Discuss the firm's understanding and working relationship with regulatory agencies and provide examples. Section II shall also contain professional references, including names and telephone numbers for each project discussed in this section.

C. Previous work with Washington County:

Discuss whether the Consultant has worked with Washington County on a similar project in the past. This can be included in the Experience Summary section.

D. Proximity of Consultant:

Section III shall be limited to 1-page entitled "Proximity of Consultant." An address of the closest office and a distance to the 40 West Landfill will be provided. Discuss how the consultant can respond to a request for sample collection within typical business hours and within a reasonable time. Provide an estimated response time. Discuss whether the proposed analytical lab can process the sample on a weekend.

E. Work Plan:

Section IV shall be entitled "Work Plan." The Work Plan shall outline how the Consultant's team intends to identify, prepare and complete all tasks in their proposal and include timelines for each task.

F. Price Proposal:

The Price Proposal shall be enclosed in a separately sealed opaque envelope marked "**Price Proposal – Landfill Monitoring Services**". The Price Proposal shall describe the cost portion of the proposal in detail and shall provide a firm price that identifies the cost of services as requested for the contract term. The total cost shall be broken down per event/report as indicated on the included form of proposal. The cost shall address the required services plus all additional services.

III. INSURANCE REQUIRED

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

IV. COMPENSATION

- A. The Consultant will be compensated for the water and gas monitoring as a Lump Sum cost based on the number of samples and the report required per each site and each occurrence. If any plan requires changes, either at the direction of MDE, the County or others, the Consultant will be asked to revise the bid line item to reflect the changes, this line item cost will then be used for each report/testing cycle. Please note that the work for each report could either increase or decrease at any time, adjustments will be made for either occurrence. If the Consultant chooses to submit a change in the schedule to MDE for approval, the County will accept the change with no adjustment to the bid line item.
- B. The Consultant will be compensated for Event Sampling on Lump Sum per event. The lump sum price shall include the sampling, testing, report submittal and mileage, equipment and all incidentals required to complete the task.
- C. The Consultant will be compensated for the construction of new wells based on the linear feet of well drilled. The Consultant will submit a price per unit foot for both drilling through soil and rock. These rates shall include the labor rate of the drilling rig and crew.

- D. Compensation for on-call sampling and reporting will be paid based on hourly rates of approved personnel. The Consultant will be required to submit a detailed time sheet showing the personnel involved and the hour worked to complete the task.
- E. Since these services may span more than one (1) calendar year, the hourly rates will automatically adjust three (3) percent on the anniversary of the date of the contract between the County and the Consultant.
- F. A copy of Washington County's 2017/2018 Holiday Schedule is included herewith as Attachment No. 2.
- G. The prices submitted shall include all associated fees with the tasks; the Consultant shall not apply any markup to costs of subcontractors work.

V. CONSULTANT AGREEMENT

The successful Consultant will be required to enter into a contract agreement with the County. The format of the contract agreement requirements (Attachment No. 3) to be executed is attached for your use.

VI. POLITICAL CONTRIBUTION DISCLOSURE

The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

VII. 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 Consultant Selection that can be viewed at: <http://www2.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. No proposal preparation expense will be paid by the County relative to any response to this solicitation. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. The Coordinating Committee shall be comprised of the County Director of Environmental Management (Chairman Designee), County Director of Purchasing, County Deputy Director of Environmental Management - Solid Waste, Assistant Director of Solid Waste and Operations Supervisor.

- C. Two (2) separately sealed proposals shall be submitted. One shall be the Qualifications and Experience (Q & E) of the firm. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered qualified and responsive to this request after detailed review of the Q & E by the Coordinating Committee.
- D. The approval or disapproval of Consultants will be determined by their response to this request and on past performance with Washington County. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of your abilities.
- E. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) business days following notification.
- F. In addition to the information contained in Section II above, your Qualification and Experience submittal shall include the following:
 - 1. General Letter of Transmittal: A letter of transmittal typed on the Proposer's letterhead that includes the following:
 - a. The identification of the Proposer submitting the proposal.
 - b. The name, title, telephone number, fax number, and e-mail address of the person authorized to contractually obligate the Proposer in a contract offer with this proposal and, if applicable, to be in future negotiations.
 - c. The names, titles, addresses, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications and authorized to speak for the company about the proposal.
 - d. An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
 - e. An acknowledgement of receipt of all addenda to this request.
 - f. The letter must be signed by a person authorized to obligate the Proposer in a contract offer.
 - 2. Statement by the Consultant of their ability both in experience and available manpower to meet the requirements contained herein.
 - 3. Conclusions, remarks, and/or supplemental information pertinent to this request.
- G. As a minimum, your Price Proposal shall include the following:
 - 1. A copy of the list described in item II.A.3 above.
 - 2. The proposal form contained herein (Attachment No. 4).

3. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 5) executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the Consultant, on the form provided.
 4. Conclusions, remarks and/or supplemental information pertinent to this request.
- H. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth herein.
 - I. Price proposals, which accompany Qualification and Experience submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the Consultant.
 - J. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
 - K. It is expected that the contract award will be made within forty-five (45) calendar days after the receipt of proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request; will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
 - L. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
 - M. Proposals cannot be altered or amended after they are opened.
 - N. Respondents are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
 - O. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."

VIII. METHOD OF AWARD AND TERMINATION

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

IX. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposer as it may reasonably require and may require interviews. The County reserves the right to reject any or all proposals and to waive technicalities and to take whatever action is in the best interest of Washington County. The County reserves the right to not hold discussion after award of the contract.

X. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Friday, April 7, 2017 at 10:00 A.M. (EDST)** at the Washington County Administration Complex, Second Floor Conference Room #2001, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal.

XI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Karen R. Luther, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331 or via e-mail to purchasingquestions@washco-md.net. It is recommended that you include a "Read Receipt" to ascertain the County's receipt of your e-mail. All necessary interpretations will be issued to all Proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his proposal as submitted. The County will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after **Wednesday, April 12, 2017 at 4:00 P.M. (EDST)** may not be considered. Every interpretation made by the County will be made in the form of an addendum. If issued, addenda will be sent by the Director of Purchasing to all interested parties.

XII. TERMS AND CONDITIONS

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

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

XIII. EXTRA WORK

- A. The Consultant's Price Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals (the actual breakdown for these hourly rates is not required).
- B. In the event that extra work becomes necessary, as defined by the Director, the Division will furnish a detailed scope of work for the same to the Consultant and will request that the Consultant establish a "not to exceed" cost for the required services.
- C. Upon agreement of the "not to exceed" figure by both parties, the Consultant shall proceed with the necessary work and shall invoice the County for the actual man-hours charged to that item. The Consultant's invoice shall be based on the hourly rates quoted in his/her proposal. The total invoicing for the extra work shall not exceed the previously agreed upon total cost without the written approval of the Director. Since these services may span more than one (1) calendar year, the hourly rates will automatically adjust three (3) percent on the anniversary of the date of the contract between the County and the Consultant.
- D. Weekend sampling is not anticipated unless directed by MDE. A multiplier of two (2) will be applied to the hourly rates for any weekend/overtime work.
- E. The Consultant's Price Proposal shall include semi-annual stormwater sampling utilizing an ISCO composite sampler or equal, per sampling location. Analyses to be billed on time and materials rate upon determination of parameters list by MDE.
- F. Redevelopment of a well will be considered extra work. The consultant will be asked to submit a cost estimate for the well redevelopment, and will be based on a time and material basis.

XIV. USE OF EXISTING DOCUMENTS

The County will cooperate to the fullest extent in making available to the Consultant for their use any plans and 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 as a result of the Consultant relying upon them. Accordingly, the Consultant is encouraged to field verify all such information to the extent they determine necessary in order to satisfy themselves of its accuracy.

If your firm is interested in performing the above services, please send one (1) original and five (5) copies of your Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E – Landfill Monitoring Services**" and one (1) original and five (5) copies of your Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – Landfill Monitoring Services**" no later than **Thursday, April 27, 2017 at 4:00 P.M. (EDST)** to the office of Karen R. Luther, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740-4748.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County. Inquiries regarding this request should be directed to **Karen R. Luther, CPPO, Director of Purchasing , 240-313-2330, FAX 240-313-2331.**

Sincerely,

A handwritten signature in cursive script that reads "Karen R. Luther".

Karen R. Luther, CPPO
Director of Purchasing

KRL/rmm
Attachments (5)

PUR-1345

LANDFILL MONITORING SERVICES

SUMMARY OF ATTACHMENTS

ATTACHMENT NO. 1 – Insurance Requirements for Independent Contractors

ATTACHMENT NO. 2 – Washington County Holiday Schedule

ATTACHMENT NO. 3 – Agreement

ATTACHMENT NO. 4 – Proposal Form

ATTACHMENT NO. 5 – Affidavit

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, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

2017 / 2018 HOLIDAY SCHEDULE

Holiday	2017	2018
New Year's Day	Sunday, January 1, 2017 (observed Mon., Jan. 2, 2017)	Monday, January 1, 2018
Martin Luther King's Birthday	Monday, January 16, 2017	Monday, January 15, 2018
President's Day	Monday, February 20, 2017	Monday, February 19, 2018
Good Friday	Friday, April 14, 2017	Friday, March 30, 2018
Memorial Day	Monday, May 29, 2017	Monday, May 28, 2018
Independence Day	Tuesday, July 4, 2017	Wednesday, July 4, 2018
Labor Day	Monday, September 4, 2017	Monday, September 3, 2018
Veteran's Day	Saturday, November 11, 2017 (observed Fri., Nov. 10, 2017)	Sunday, November 11, 2018 (observed Mon., Nov. 12, 2018)
Thanksgiving Day	Thursday, November 23, 2017	Thursday, November 22, 2018
Friday after Thanksgiving	Friday, November 24, 2017	Friday, November 23, 2018
Christmas Eve	Sunday, December 24, 2017 (observed Mon., Dec. 26, 2017)	Monday, December 24, 2018
Christmas Day	Monday, December 25, 2017	Tuesday, December 25, 2018
New Year's Eve	Sunday, December 31, 2017 (observed Tue., Jan. 2, 2018)	Monday, December 31, 2018

PUR-1345
AGREEMENT

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

AND

I. PARTIES

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2017, with an effective date of July, 1, 2017, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter the “County”), and _____ a _____ corporation (hereinafter the “Consultant”).

II. WORK EFFORT

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated March 29, 2017 and all addenda (collectively the “RFP”) and the Consultant's Proposal dated _____, 2017 (the “Proposal”), the contents of said RFP and Proposal are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Consultant agrees to comply with all applicable federal, State, and local laws in the conduct of the work hereunder.

III. SCHEDULE

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

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

IV. TERMINATION

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

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

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

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

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

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the

decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

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

VII. DEFECTIVE WORK

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

With regard to any construction resulting from services rendered to the County by the Consultant, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VIII. CHANGES

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

IX. WAIVERS

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

X. COUNTY FURNISHED DATA

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

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

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated Proposal and/or SCOPE OF WORK, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this work or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its services rendered under this Agreement, but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

When requested by the person established as the primary contact for the task being performed, selected employees of the Consultant shall attend meetings, conferences, and presentations with County staff, public agencies, private organizations, and others concerned with the Project.

XIV. PAYMENT

The Consultant hereby agrees to undertake the Project for rates as set forth in Exhibit A which is attached hereto and incorporated herein by reference.

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

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

XV. METHOD OF PAYMENT

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

The Consultant will submit the original and two copies of the invoice directly to the Solid Waste Department, 2630 Earth Care Road, Hagerstown, MD 21740-2189. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Finance Officer for payment.

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

XVI. PERSONNEL

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

XVII. EQUAL EMPLOYMENT

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

The Consultant shall not:

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

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

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

XVIII. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

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

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

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

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

B. General Liability

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

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

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

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

XXI. COVENANT AGAINST CONTINGENT FEES

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

XXII. SUBCONTRACTING OR ASSIGNMENT

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

XXIII. DELAYS AND EXTENSIONS OF TIME

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

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

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

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

XXV. AVAILABILITY OF DATA

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

XXVI. OWNERSHIP OF DOCUMENTS

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

XXVII. DISSEMINATION OF INFORMATION

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

XXVIII. SANCTIONS UPON IMPROPER ACTS

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

XXIX. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Consultant within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV and the terms and conditions of this Agreement.
- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Agreement was made and entered into in the State of Maryland, and is to be construed under the laws of the State of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.

- B. The laws of the State of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

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

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

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

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

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1345** to be executed by affixing hereon their respective seals and signatures of the proper officers.

[Signatures on Next Page]

APPROVED AND AGREED TO:

ATTEST:

Officer

Printed Name and Title

BY: _____(SEAL)
Signature

Name and Title (Printed)

Address _____

ATTEST:

Vicki C. Lumm, Clerk

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

BY: _____
Terry L. Baker, President

Recommended for approval:

Approved as to form and legal sufficiency:

Julie Pippel, Director
Division of Environmental Management

John M. Martirano
County Attorney

**PUR-1345
LANDFILL MONITORING SERVICES
REQUIREMENTS CONTRACT**

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

PROPOSAL FORM

The Firm Of: _____

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

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

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

Item No.	Description / Written Unit Price	Unit Price (Figures)	Approx. Annual Number	Total Price (Figures)
WATER MONITORING – SURFACE AND GROUND WATER MONITORING EVENTS:				
1	Resh Road Landfill - Lump Sum - Surface and Ground Water Monitoring Event: @ _____ Dollars (Written) and _____ Cents per Event (Written)	\$ _____	2	\$ _____

Item No.	Description / Written Unit Price	Unit Price (Figures)	Approx. Annual Number	Total Price (Figures)
WATER MONITORING – SURFACE AND GROUND WATER MONITORING EVENTS:				
5	Hancock Landfill - Lump Sum - Surface and Ground Water Monitoring Event: @ _____ Dollars <i>(Written)</i> and _____ Cents per Event <i>(Written)</i>	\$ _____	2	\$ _____
6	Kaetzel Transfer Station - Lump Sum - Surface and Ground Water Monitoring Event: @ _____ Dollars <i>(Written)</i> and _____ Cents per Event <i>(Written)</i>	\$ _____	1	\$ _____
ANNUAL DOMESTIC WATER SUPPLY TESTING – DOMESTIC GROUND WATER MONITORING EVENTS:				
7	40 West Landfill - Lump Sum – Domestic Ground Water Monitoring Event: @ _____ Dollars <i>(Written)</i> and _____ Cents per Event <i>(Written)</i>	\$ _____	1	\$ _____

<p>TOTAL PROPOSAL AMOUNT – (Sum of all above items)</p> <p>@ _____ Dollars (Written)</p> <p>and _____ Cents per Event (Written)</p>	<p>\$ _____ (figures)</p>
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CONSULTANT MUST SIGN BELOW:

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

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

E-mail Address: _____

Telephone No./Fax No.: _____

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

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

**PUR-1345
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE