

# NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

## REQUEST FOR PROPOSALS

**PROJECT:** County Executive and County Council of Frederick County: Operations, Monitoring and Maintenance of the Photovoltaic Facility at the Ballenger-McKinney Wastewater Treatment Plant

**AGREEMENT NO.** 2021 OPERATIONS, MONITORING AND MAINTENANCE OF THE PHOTOVOLTAIC FACILITY

**ADVERTISEMENT DATE:** November 9, 2021

**PROPOSAL DUE DATE / TIME:** December 1, 2021 by 12 PM (Baltimore, MD local time)\*

\*All time references set forth in this RFP shall reflect local time.

### **I. SUMMARY STATEMENT**

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting Proposals for a contractor to provide staff, services and materials related to the Operations, Monitoring and Maintenance of the Photovoltaic Facility at the Ballenger-McKinney Wastewater Treatment Plant, located near 4520 Metropolitan Court, Frederick, MD 21704.

This RFP is for an exclusive agreement with a primary contractor, who may use pre-approved subcontractors for the Work.

The selected contractor will be required to submit field work tickets/site summaries, bills of lading, etc., to the Authority as the services are provided.

This RFP sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the Proposer and the Authority.

### **II. ISSUING OFFICE and AUTHORITY CONTACT INFORMATION**

Northeast Maryland Waste Disposal Authority (Authority)  
Tower II - Suite 402  
100 S. Charles Street  
Baltimore, MD 21201-2705  
410.333.2730

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be directed to the Authority by email ([procurement@nmwda.org](mailto:procurement@nmwda.org)) or fax (410-333-2721), with the Subject heading “Operations, Monitoring and Maintenance of the Photovoltaic Facility at the Ballenger-McKinney Wastewater Treatment Plant,” on or before 4:00 PM November 24, 2021.

### **III. PROPOSAL DUE DATE**

The Proposals must be received (via email, see below) at the Authority offices located at Tower II - Suite 402, 100 S. Charles Street Baltimore, MD 21201-2705 on or before 12:00 PM on December 1, 2021.

ALL PROPOSALS MUST BE SENT VIA EMAIL TO [PROCUREMENT@NMWDA.ORG](mailto:PROCUREMENT@NMWDA.ORG). NO HAND DELIVERED OR MAILED PROPOSALS WILL BE ACCEPTED.

Oral Proposals **will not be accepted.**

Proposals, requests for withdrawals, and modifications not received by the time and at the location indicated will be deemed late and will not be considered.

### **PRE-PROPOSAL MEETING**

A non-mandatory pre-Proposal meeting will take place at the Photovoltaic Project at the Ballenger-McKinney Wastewater Treatment Plant on November 17, 2021 at 10 AM at the Site. A brief site tour will follow. Proper Personal Protection Equipment (“PPE”) will be required to participate on the site tour (closed toe shoes, long pants and long-sleeve tops). Please RSVP to [procurement@nmwda.org](mailto:procurement@nmwda.org) or to 410.333.2730 no later than 4 PM on November 15, 2021.

### **IV. DURATION OF PROPOSAL OFFER**

Prices submitted in response to this solicitation are irrevocable for one-hundred and twenty (120) days following the due date. The Authority may, however, request Proposers to extend the time during which it may accept their Proposals. Once a Proposal is accepted, all prices, terms, and conditions shall remain unchanged throughout the term of the agreement.

### **V. PROCUREMENT METHOD**

The Authority is soliciting Proposals in accordance with the requirements and allowances set forth in the Code of Maryland Regulations, Section 14.13.01.

### **VI. RESERVATION OF RIGHTS and DISCLOSURE**

The Authority reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process, if it is deemed to be in the Authority’s best interest. The Authority shall retain all proposals submitted and shall have no

obligation to compensate any offerors responding to this RFP. Proposals submitted in response to this RFP are subject to disclosure pursuant to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Proposers must specifically designate those portions, if any, of their proposals which they deem confidential or proprietary. Upon request for this information from a third party, the Authority is required to make an independent determination whether the information can be withheld under the law. If the Authority determines that materials marked as confidential must be disclosed under the law, the Authority will notify the proposer in advance of releasing the information to permit the proposer to take independent action to protect the information. Proposers agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

## **TERMS and CONDITIONS**

- A. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of the agreement, without regard to principles of conflicts of laws.
- C. Disputes. The Authority and the Contractor shall in good faith attempt to resolve any dispute or matter in controversy under the agreement. All disputes under the agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in Frederick County, Maryland and in accordance with the laws of the State of Maryland. Pending resolution of a dispute, the Contractor shall continue to perform the agreement, as directed by the Authority.
- D. Changes. The agreement may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the agreement (including the agreement price).
- E. Termination for Default. If the Contractor does not fulfill obligations under the agreement or violates any provision of the agreement, and such default is not cured as set forth herein, the Authority may terminate the agreement by giving the Contractor written notice of termination. If an event of default is not cured by the Contractor within five business days of notice from the Authority, the Authority may terminate the agreement for cause. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority to damages incurred as a result of a breach of the agreement by the Contractor, including the cost to make alternative arrangements to obtain performance of the Operations, Monitoring and Maintenance of the Photovoltaic Facility should the Contractor fail to provide the Work in accord with the agreement. The Authority may terminate the agreement without incurring any liability to the Contractor, upon the occurrence of any of the following conditions: (i) an event of default by the Contractor; (ii) the Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted

of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under the agreement; and (iii) the Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of the agreement. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance by the Authority of any obligation under the agreement, is the Authority liable or obligated in any manner to pay special, consequential or indirect damages, or any other amount except as specifically provided in the agreement.

- F. Nondiscrimination. The Contractor shall comply with all applicable laws, including the nondiscrimination provisions of federal and Maryland law. The Authority encourages increased participation of Minority Business Enterprise (MBE) in the supply of goods and services in work performed under the auspices of the Authority.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the Authority or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. Notwithstanding any other provision of the agreement to the contrary and subject to State law, the Authority may terminate the agreement and its obligations to the Contractor under the agreement at any time by giving the Contractor ninety 90 days' notice of such termination. The Contractor will be entitled to payment by the Authority of reasonable, documented, previously unbilled expenses incurred as a direct result of the termination for convenience. In no event will the Contractor be entitled to any unearned fees or anticipatory profits.

## **VII. DEFINITIONS**

“Authority” means Northeast Maryland Waste Disposal Authority, and its successors and permitted assigns.

“Authority Representative” means the Authority’s Executive Director, or any other person designated by the Authority’s Executive Director as the Authority Representative hereunder.

“BESS” means the Battery Energy Storage System installed as part of the Photovoltaic Facility.

“County” means Frederick County, Maryland, and its successors and permitted assigns.

“County Representative” means the Director of the Frederick County Division of Water and Sewer Utilities, or any other person designated by the Director of the Division of Water and Sewer Utilities as the County Representative hereunder.

“Contractor” means <XXXX> (hereafter XXXX) for the Work, and their individual permitted successors and assigns.

“Engineer” means the Authority’s engineer, who may be assigned by the Authority to review the Work of the Contractor.

“Photovoltaic Facility” means the designed, permitted, constructed and commissioned as set forth in the approved plan set, attached hereto as Attachment No. 2 and incorporated herein.

“Work” means the implementation of the Operations, Monitoring and Maintenance work of the Photovoltaic Facility.

“Work Plan” means the Contractor’s written plan for the prosecution of the Work, including the identification of permits and approvals that are needed, including a general outline of the Work. The schedule must identify when Authority approval is required.

#### **VIII. SCOPE OF CONTRACTOR SERVICES/REQUIREMENTS:**

The Contractor shall provide 24-hour, 365 day a year performance monitoring, reporting and downtime response as part of the Work. Site based work (as generally described below) may take place Monday-Friday, 7 AM to 5 PM. No regular site-based maintenance shall be permitted on weekends, or State Administered Holidays (see: <https://dbm.maryland.gov/employees/Pages/StateHolidays2021.aspx>). Weekend work for Non-routine maintenance of the Photovoltaic Facility will be allowed, with notice from the Contractor to the Authority/County and written concurrence of the same.

Contractor is responsible for its own safety and the safety of others. Contractor shall adhere to all Maryland Occupational Safety and Health (MOSH) or Occupational Safety and Health Administration (OSHA) requirements. All PPE required by regulation shall be utilized. A draft Site-Specific Health and Safety plan (HASP) shall be submitted to the Authority with the Proposal. The HASP will be finalized as part of the contract approval process.

Materials shall be suitable for application and shall be approved on the qualified list for Maryland.

#### **OPERATIONS, MONITORING AND MAINTENANCE OF THE PHOTOVOLTAIC FACILITY AND BATTERY ENERGY STORAGE SYSTEM**

Operations, Monitoring and Maintenance of the Photovoltaic Facility shall be done in a professional manner and in compliance with the approved plans and all applicable laws, ordinances and permits. Detailed information pertaining to the Operations, Monitoring and Maintenance of the Photovoltaic Facility is set forth in the attached plan set (Attachment No. 2). In general, the Work will be comprised of the following:

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## **Bid Item 1 – Annual Operations and Maintenance**

This item consists of annual operations and maintenance activities as described below:

1. Semi-Annual onsite system inspection, including:
  - Arrays
  - Inverters
  - Mounting system for abnormal movement
  - AC disconnect switch and box
  - Protection devices
  - Grounding
  - Cable inspection for signs of cracks, defects, pulling out of connections, arcing, short or open circuits, and ground faults
  - Electrical connections
  - Batteries
  - System performance testing (operating current of each electrical string for both PV and battery systems)
  - Routine preventive maintenance including the following. A list of proposed preventative maintenance activities and frequencies to be included with proposal.
    - General cleaning
    - Corrosion inspection
    - Battery capacity testing
    - Open-circuit voltage testing
    - Hot-spot detection
    - Torque check on racking
    - Re-torque electrical connections
    - Calibrate weather sensors
2. Ground cover and vegetation management; to include
  - A minimum of 4 mowing events per year (1x spring after April 15, 2 x summer and 1x fall but before October 15), inclusive of the enclosed area of the arrays and one mower deck width (48-inch minimum) around the exterior of the fenced arrays. String trimming may be required.
3. Module Cleaning as needed to maintain projected system performance.
4. Daily system monitoring and reporting of problems to County/Authority within one-hour of system alarm. A description of monitoring and reporting services to be included with proposal.
5. System performance monitoring and historical data access for the County. A maintenance log shall be maintained to note dates, equipment, and issues being resolved. Data should include:
  - System energy and power production
  - Ambient temperature
  - Wind speed
  - Insolation
  - Performance degradation over time.

6. Up to 4 visits annually for troubleshooting and issue identification. Each visit is assumed to be 8 hours, and would include incidentals for troubleshooting and minor repairs. Additional support or major repairs to be included in Bid Item 4.

Bid Item 1 will be a lump sum price paid semi-annually and should consist of all materials, labor, and equipment necessary to perform all activities described in this section.

### **Bid Item 2 – Additional Site Inspections**

Additional Site Inspections or Site Visits outside of those included in Bid Item 1, as requested by the County, or required for troubleshooting and issue identification will be paid at a lump sum per visit.

### **Bid Item 3 – Additional Mowing Event**

Additional mowing events outside of those included in Bid Item 1, as needed to ensure vegetation does not cause access issues or shading on the PV arrays. Will be paid at a lump sum per event.

### **Bid Item 4 – Corrective Maintenance**

Corrective Maintenance activities including repair and/or replacement of equipment will be paid on a time and materials basis. Examples of Correct Maintenance activities include:

- Replacement of faulty equipment
- Replacement or repair of damaged equipment
- BESS concrete pad repair
- Electrical repairs

Provide a schedule of labor categories with rates, and equipment costs with proposal. No more than a 10% mark-up on materials and subcontractors will be allowed. All Corrective Maintenance activities must be approved in writing by the Authority prior to commencing of work.

### **Bid Item 5 – Battery Changeout**

Includes procurement, installation, and start-up/testing to provide a complete change-out/replacement of batteries. New batteries shall be same model as replaced batteries, or otherwise match requirements for energy storage and be compatible with existing system. Battery Changeout will be paid at a lump sum per battery, per changeout event.

Note for all Bid Items, snow removal (such as clearing of gate swings or pads) required to enable the Contractor to perform the Work is the responsibility of the Contractor.

Work performed under this contact must comply with the following codes and applicable standards for PV systems and are hereby incorporated by reference:

1. IEC 62446 (Grid Connected Photovoltaic Systems – Minimum Requirements for System Documentation, Commissioning Tests, and Inspections).

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2. IEC 61215 (Crystalline Silicon Terrestrial Photovoltaic [PV] Modules Design Qualification and Type Approval), if applicable.
3. IEC 61646 (Thin-film Terrestrial Photovoltaic [PV] Modules Design Qualification and Type Approval), if applicable.
4. IEC 61730 (Photovoltaic [PV] Module Safety Qualification - Part 1: Requirements for Construction and Part 2: Requirements for Testing).
5. UL 1703 – (Flat-Plate PV Modules and Panels).
6. UL 1741 – (Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems). Applicable standards for PV systems from the organizations listed below shall apply:
7. ANSI (American National Standards Institute).
8. FCC (Federal Communications Commission).
9. FM Approved – Fire Protection Tests for Solar Component Products.
10. National Electrical Code (NEC).
11. National Electrical Safety Code (NESC).
12. NEMA (National Electrical Manufacturers Association).
13. OSHA (Occupational Safety and Health Administration). Other technical references that shall apply include:
14. ASCE/ SEI-7 – American Society of Civil Engineers – “Minimum Design Loads for Buildings and Other Structures.”
15. ASME PTC 50 (Fuel Cell Power Systems Performance).
16. ASTM E-1038 (Standard Test Method for Determining Resistance of Photovoltaic Modules to Hail by Impact with Propelled Ice Balls).
17. IEEE Standard 519 (IEEE Recommended Practice and Requirements for Harmonic Control in Electric Power Systems).
18. IEEE Standard 929-2000 (IEEE Recommended Practice for Utility Interface of Photovoltaic [PV] Systems).
19. IEEE 1547 (Standard for Interconnecting Distributed Resources with Electric Power Systems).
20. NFPA 70, Article 690 (Solar Photovoltaic [PV] Systems).
21. NFPA 820 (Standard for Fire Protection in Wastewater Treatment and Collection Facilities).
22. NFPA 853 (Standard for the Installation of Stationary Fuel Cell Power Systems).
23. UL 94 HB (Horizontal burning test).
24. UL 1973 (Standard for batteries for use in Light Electric Rail Applications and Sanitary Applications).
25. UL 2703 (Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for Use with Flat-Plate Photovoltaic Modules and Panels), if applicable.

Design documents for the PV Facility and Battery Energy Storage System are included in Attachment 2 and are included as a reference for the proposers.

## **AS-BUILT DRAWINGS**

The Contractor will not be required to prepare as-built drawings for routine Work (such as, but not limited to, semi-annual visits, periodic updates to the operating systems for the DAS or web-services provided by the vendor, cleaning of panels or connections or tightening of bolts). Non-routine Work, such as, but not limited to, equipment replacement, repair and replacement of the BESS pad, replacement of inverters/controllers or conduit, shall require updates to the

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as-built drawings. The Contractor will provide information as needed to the Engineer as the Engineer prepares the updates.

## **EQUIPMENT**

The equipment used for the Work shall be of sufficient type, capacity and quantity to safely and efficiently perform the Work as specified. Any replacement or repair will require submission of a summary report that can be used under a warranty application OR the certification of installation for warranty protections.

All equipment (including support equipment) to be used by the Contractor shall be listed as a part of the "Work Plan" section of the Contractor's Proposal. All such equipment is subject to the inspection and final written approval of the Authority. Such approval may require an on-site demonstration of the capability of any proposed equipment.

The Authority conveys the right to access the data from the Data Acquisition System solely for the purposes of the Work. The Contractor will need to provide an appropriate software package for the operation of the DAS, and all licenses to use the same for the duration of the Work. No County specific data is to be published or distributed without the prior written approval of the Authority.

## **LOCATION OF WORK**

Ballenger-McKinney Wastewater Treatment Plant  
7400 Marcie's Choice Lane  
Frederick, MD 21704.

## **WORK SCHEDULING**

The Contractor shall begin the Work no later than five business days after the Authority issues the Notice to Proceed. The Contractor shall provide the names and telephone numbers of two individuals who may be contacted at any time by the Authority, County Representative or Engineer.

After the Work has started, it shall be prosecuted continuously on all working days without stoppage until the entire task, as directed by the County Representative, is complete. The Authority reserves the right to stop Work at any time and the County Representative will make the final determination as to whether the Work is satisfactory.

## **SEQUENCE OF WORK SCHEDULES**

The Work shall not proceed without prior written approval by the Authority indicating the acceptance of the Contractor's Work Plan.

## **INSPECTION OF WORK**

The Engineer, at the request of the Authority, may monitor the Contractor's work performance. All work must be performed to the highest professional and industry standards and pursuant to

all applicable laws, the approved plan set and all approvals/permits related to the Work. The Contractor is not relieved of its obligation to comply with the terms of the agreement, or for defective work, by (i) approval of any drawing, submittal, or other document prepared by the Contractor, (ii) the activity, responsibility or administration of the agreement by Authority personnel, or (iii) inspections or approvals required or performed by persons other than the Contractor.

Any deficiency in the Contractor's performance shall be reported to the Contractor within 10 days following reported completion of work, and such deficiencies shall be corrected by the Contractor no later than one week following receipt of such notice.

In no event will the Contractor be allowed additional compensation by the Authority following rehabilitation or reconstruction related to identified Work deficiencies.

### **NOTICE TO CONTRACTORS**

**REQUEST FOR INFORMATION.** Any information regarding the requirements or the interpretation of any provision of the agreement documents shall be requested, in writing, and delivered before 4 p.m. on November 24, 2021. Responses to questions or inquiries having any material effect on the Proposals shall be made by written addenda sent to all prospective Proposers. The Authority will not respond to telephone requests for information concerning this RFP that would materially affect the Proposal.

Written requests for information or questions shall be addressed to:

Northeast Maryland Waste Disposal Authority  
Fax (410) 333-2721  
E-mail: [procurement@nmwda.org](mailto:procurement@nmwda.org)

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this RFP and the name and address of the originator.

### **IX. CONTRACTOR QUALIFICATIONS:**

Contractor shall have a minimum of five years of Maryland-based experience in projects similar in nature to the Work. Contractors submitting Proposals certify to the Authority and County Representative that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the agreement at the time of Proposal submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the date of "Notice to Proceed." **The following items must be submitted with the Proposal:**

- Contractor shall be eligible to conduct business in the State of Maryland, and shall provide a certificate of good standing with the State Department of Assessments and Taxation.
- Contractor shall submit the technical details for the software proposed for use in the data management, as well as a detailed discussion of the Work Plan (inclusive of the draft HASP) for the project.

- Contractor shall submit three references, with a project title. The project description of no more than one-page should be accompanied with the name, address, telephone number and point-of-contact of at least three firms, for which the Proposer provided similar services within the preceding 72 months. References may be checked prior to award. Any negative responses received may result in disqualification of the Proposal.
- Contractor shall submit evidence of the ability to obtain Liability and Worker's Compensation insurances as detailed in section XII below.
- Contractor shall submit evidence of the ability to obtain a performance bond in the amount of \$25,000 from a qualified financial institution. The performance bond will be required prior to contract execution. The performance bond shall be in the form attached hereto and shall name the Northeast Maryland Waste Disposal Authority and Frederick County, Maryland as obliges under the performance bond. A Letter of Credit may be substituted for the performance bond.

**X. CONTRACT REQUIREMENTS:**

- Contractor Shall Furnish all labor, supervision, materials, miscellaneous supplies, tools, rental equipment, safety items, transportation, and generally accepted items necessary to perform the work.
- All work shall conform to Federal, State, county and local codes, rules and regulations.
- Contractor must meet all Federal Environmental Protection Agency (EPA), OSHA, and Maryland Department of the Environment (MDE) guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The Authority and Frederick County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.
- The Contractor shall guarantee all work included in the "Agreement" against any defects in workmanship for a period of 365 days after the Term of the agreement; and shall satisfactorily correct, at no cost to the Authority or the County, any such defect. Such defect shall be corrected by the Contractor within one calendar week.
- No sub-contractors shall be permitted to work under this contract without the prior written consent of the Authority. Sub-contractors identified in the Contractor's Proposal will be deemed accepted unless otherwise noted in writing.

**Unsatisfactory Work:**

- In the event the work performance of the Contractor is unsatisfactory; the Contractor will be notified by the County Representative and/or the Authority within ten-days of reported completion and be given one calendar week to correct the work. There will be no cost to the Authority for re-works.

**XI. PAYMENT:**

Payment shall be made within net 45days upon receipt of invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable hereunder by the ninth (9<sup>th</sup>) day of the calendar month immediately succeeding the calendar month for which such amounts are payable. The statement or invoice shall be in a form acceptable to the Authority. Amounts invoiced are due 45 days

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after receipt of an acceptable invoice by the Authority. Each invoice shall set forth the amount of the service fee and any other charges payable to the Contractor for the applicable period, together with supporting documentation sufficient to allow the Authority to verify the Contractor's calculations. All invoices must clearly describe the details of the services being paid including the date the goods or services were rendered, the date of the invoice and a unique invoice number. Each invoice must include the Contractor's name, remittance address and federal taxpayer identification number or, if owned by an individual, his/her social security number. The Contractor shall provide its Form W-9 to the Authority prior to payment by the Authority of the Contractor's first invoice.

As time is of the essence for this project, once Work begins any delays that cause completion to happen after the accepted schedule, unless approved in writing, are subject to damages in the amount of \$500 each working day. Damages will be withheld from final payment. As the damages to be anticipated from the breach by Contractor are uncertain or may be difficult to prove, the Parties agree that these damages reasonably reflect the harm caused to the Authority, the County and the public for the failure to adhere to the terms herein.

An original invoice must be submitted to the Authority at the following address:

Northeast Maryland Waste Disposal Authority  
Tower II - Suite 402  
100 South Charles Street  
Baltimore, Maryland 21201-2705  
Tel. (410) 333-2730, Fax (410) 333-2721  
Email: [tbaker@nmwda.org](mailto:tbaker@nmwda.org)

## **XII. Basis of Award:**

The award will be based upon the overall best value to the Authority. Firms scoring lower than 50 in the Technical Portion will not be considered for award. Scoring will be as follows:

### 70 total points for the Technical Portion:

-Twenty Points for references

- Three references: 20 points
- Two references: 13 points
- One reference: 7 points
- No references: 0 points

-Twenty Points maximum for the Technical Approach to the Work

- The proposal fully meets the requirements of the scope and all related technical information is provided: 20 points
- The proposal mostly meets the requirements of the scope and almost all of the related technical information is provided: 13 points
- The proposal does not meet half of the requirements of the scope, or none of the technical information is provided: 0 points

Fifteen points maximum for proposed team members experience

- More than five team members: 15 points
- Three to five team members: 10 points

- One or two team members: 5 points
  - Zero team members: 0 points
- Ten points maximum for schedule - Initial site inspection to be performed:
- Within 5-days of notice to proceed: 10 points
  - Within one month: 5 points
  - Within one to two months: 2 points
  - Two months or more: 0 points
- Five points for evidence of local purchasing for goods and materials (Yes or No)

The highest three qualified firms will then be evaluated on price as follows:

Lowest total price Proposal: 30 points

2<sup>nd</sup> Lowest price Proposal: 20 points

3<sup>rd</sup> Lowest price Proposal: 10 Points

### **XIII. LIABILITY AND INSURANCE REQUIREMENTS:**

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Authority with proof of liability insurance and coverage before the contract is awarded as follows:

A. The Contractor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Authority and the County.

1. Comprehensive General Liability

Broad Form combined single limit of one million dollars and no cents (\$1,000,000.00).

2. Worker's Compensation/Employee Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).

B. Said certificate shall verify that the Authority and the County have been named as additional insureds to the Contractor's above policies, that the insurer, at its own expense, will indemnify and defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor contained in this contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and the County, and their respective directors, officers, members, agents and employees from and against any and all liabilities, claims, suits, actions, losses, obligations, and expenses arising out of or relating to Contractor's breach of the agreement, and/or Contractor's negligence or willful misconduct.

C. Should the Contractor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor to provide insurance as described above.

If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Authority may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor.

D. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to “contract award.”

**XIV. PROPOSAL CONTENT:**

The Proposer shall submit an original Agreement Proposal Form for this Project. The Proposal shall be submitted on Attachment No. I. Attachment No. I shall **not be altered in any way** and must contain only the price or prices stipulated on the form, and the items listed in Section VIII (see the attached checklist).

- **Proposal submissions must be submitted via email in accordance with Section III of this RFP and the subject line shall clearly provide the content of the submission (i.e., "Proposal Submission - Agreement OPERATIONS, MONITORING AND MAINTENANCE OF THE PHOTOVOLTAIC FACILITY").**

**XV. OPENING OF PROPOSALS:**

There will not be a public proposal opening for the project due to the current state of affairs with COVID-19. Preliminary results of the submissions will be posted to the Authority website as soon as all submittals are confirmed.

**XVI. TERM OF THE AGREEMENT/PROJECT:**

The initial term of the contract begins upon acceptance of the Proposal by the Authority and ends 60 months from the date of the Notice to Proceed. There are two (2), 24-month renewals at the same terms and conditions that may be exercised at the sole discretion of the Authority. Notice of extension will be in writing no later than 60 days prior to the end of the current term.

**XVII. EXHIBITS AND ATTACHMENTS:**

Agreement Proposal Form - Attachment No. I (required with Proposal submittal)  
Approved Plan Set and Technical Details – Attachment No. 2 (posted on the Authority website, not required with Proposal submittal)  
As-Built Drawings –Permission to Operate - Attachment No. 3 (posted on the Authority website, not required with the Proposal Submittal)  
Exhibit 1: Form of Performance Bond  
Exhibit 2: Form of letter of Credit

**ATTACHMENT I - PROPOSAL FORM - PAGE 1 of 3 REQUEST FOR  
PROPOSAL # OPERATIONS, MONITORING AND MAINTENANCE OF THE  
PHOTOVOLTAIC FACILITY**

**This form is to be completed in its entirety and unaltered.**

**PROPOSAL PRICE SHEET**

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

Furthermore the undersigned agrees to bind the Proposer to the terms and conditions herein. Proposer shall provide and deliver:

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price (1)</b>	<b>Item Cost (Year 1)</b>
Bid Item 1: Annual Operations and Maintenance <sup>B</sup>	1	Year	\$	\$
Bid Item 2: Additional Site Inspections	1	Event	\$	\$
Bid Item 3: Additional Mowing Event	1	Event	\$	\$
Bid Item 4: Corrective Maintenance	_A	_A	\$ _A	\$ _A
Bid Item 5: Battery Changeout Event	1	Event	\$	\$
<b>Other Items by the Contractor</b>				
Cost of the annual Bond		Each	\$	\$
		Each	\$	\$
		Each	\$	\$
<b>Total</b>				\$

A. Provide a schedule of staff costs and equipment. No more than a 10% mark-up on materials and/or subcontractors is allowed.

B. This item will include system monitoring using a cloud-based system with a dashboard type of display that the Authority and County can access for general information on the performance of the array. There should be separate access for alerts and status updates that are solely available to the County. Collected data shall be stored by the Contractor for the term of the contract.

(Affix Corporate  
Seal Here)

Signature of Authorized Representative (**Sign in blue ink only.**) Date

Title

\_\_\_\_\_

**ATTACHMENT I – PROPOSAL FORM – PAGE 2 of 3 REQUEST  
FOR PROPOSAL # OPERATIONS, MONITORING AND MAINTENANCE  
OF THE PHOTOVOLTAIC FACILITY**

**This form must be completed in its entirety and unaltered.**

**REFERENCES:** Give names and locations of a minimum of three (3), maximum of six (6), places at which your organization has provided similar services in the preceding 72 months with the date work first commenced. Provide contact names and phone numbers.

ORGANIZATION NAME & ADDRESS	Reference Project	START DATE	CONTACT	PHONE #
1.				
2.				
3.				

**For the Contractor:**

\_\_\_\_\_

Company Name & Address

\_\_\_\_\_

\_\_\_\_\_

County State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email \_\_\_\_\_

**Representing the above Company**

\_\_\_\_\_  
SIGNATURE

Print Name & Title

SOCIAL SECURITY NO. OR  
FEDERAL TAX ID NO. \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT I – PROPOSAL FORM – PAGE 3 of 3 REQUEST  
FOR PROPOSAL # OPERATIONS, MONITORING AND MAINTENANCE  
OF THE PHOTOVOLTAIC FACILITY**

**This form must be completed in its entirety and unaltered. Submission Checklist**

- Contractor shall provide a certificate of good standing with the State Department of Assessments and Taxation, or similar from the state of incorporation. *Failure to submit this certification with the proposal will result in the rejection of the Contractor's proposal.*
- Contractor shall submit copies of the technical details for the software proposed for use in the data management, as well as a detailed discussion of the Work Plan (inclusive of the draft HASP) for the project. *Failure to include these submittals with the proposal will result in 0 points assigned to the review for this item.*
- Contractor shall submit three references, with a project title. The project description of no more than one-page should be accompanied with the name, address, telephone number and point-of-contact of at least three firms, for which the Proposer provided similar services within the preceding 72 months. References may be checked prior to award. Any negative responses received may result in disqualification of the Proposal.
- Contractor shall submit evidence of the ability to obtain Liability and Worker's Compensation insurances as detailed in section XII.
- Contractor shall submit evidence of the ability to obtain a performance bond in the amount of \$100,000 from a qualified financial institution. The performance bond will be required prior to contract execution. The performance bond shall be in the form attached hereto and shall name the Northeast Maryland Waste Disposal Authority and Frederick County, Maryland as obligees under the performance bond. A Letter of Credit may be substituted for the performance bond. *Failure to submit the letter of interest from a qualified institution will result in the rejection of the Contractor's proposal.*
- Proposal Form Pages 1, 2 and 3 are included in the submission.
- Proposal Form Page 1 includes Signature of a Principal or Authorized Member from the Proposer indicating that the Proposer has read the terms and conditions and that the proposal constitutes an acceptance of the same.

## **Attachment 2: Approved Plan Sets (or As-builts).**

Approved Plan/As-builts Sets for the project.

- Civil
- BESS
- Electrical/Building

**Attachment 3: County provided As-builts, on the Authority Website**

**Exhibit 1 –**

**PERFORMANCE BOND**

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Principal

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Business Address of Principal

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Surety

a corporation of the State of \_\_\_\_\_ and authorized to do business in the State of  
Maryland.

Obligee  
Northeast Maryland Waste Disposal Authority  
and  
Frederick County, Maryland

Penal Sum of Bond  
(express in words and figures)

Date of Contract: \_\_\_\_\_, 20\_\_

Date Bond Executed: \_\_\_\_\_, 20\_\_

Contract Number and Name: Operations, Monitoring and Maintenance of the Photovoltaic Facility

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

**WHEREAS**, Principal has entered into or will enter into a Contract with the Northeast Maryland Waste Disposal Authority (the "Authority"), which Contract is described and dated as shown above, and incorporated herein by reference. The Contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as "the Contract."

**NOW, THEREFORE**, during the term of said Contract, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

The Performance Bond may be issued for an initial annual period, to be extended for additional annual periods throughout the term of the Contract by issuance of a continuation certificate or new bond issued and executed by the Surety and Principal prior to the expiration of the current term. There shall be no periods or gaps in coverage. If Surety elects to not renew this Performance Bond upon the expiration of any annual term, Surety shall provide written notice to both the Obligee and the Principal of such intention at least 60 days prior to the expiration of any such annual term. Non-renewal or cancellation of the bond shall constitute a default under this Performance Bond and serve as the basis or trigger for a claim hereunder.

Whenever Principal shall be declared by the Authority to be in default under the Contract, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining Contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

**IN WITNESS WHEREOF**, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
Witness

.....

In Presence of: Partnership Principal  
Witness  
\_\_\_\_\_ (SEAL)  
Name of Partnership  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

Corporate Principal

Attest:

(Name of Corporation)

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
President

AFFIX  
CORPORATE  
SEAL

.....  
\_\_\_\_\_  
(Surety)

Attest:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Title:

AFFIX  
CORPORATE  
SEAL

Business Address of Surety:

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

Bonding Agent's name:

\_\_\_\_\_

Agent's Address:

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

Approved as to legal form and sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

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

The Northeast Maryland Waste Disposal Authority  
100 South Charles Street  
Tower II- Suite 402  
Baltimore, MD 21201

Exhibit 2 FORM OF PERFORMANCE LETTER OF CREDIT

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

Ladies and Gentlemen:

1. We hereby establish, at the request of \_\_\_\_\_ [NAME OF PROPOSER] (“the Construction Management Engineer”), in your favor and for the account of The Northeast Maryland Waste Disposal Authority, a public body corporate and politic organized and existing under the laws of the State of Maryland (the “Authority”), our Irrevocable Letter of Credit, No. \_\_\_\_\_ (the “Letter of Credit”), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS (the “Letter of Credit Amount”), effective \_\_\_\_\_ and expiring on \_\_\_\_\_ (the “Expiration Date”).

2. The Letter of Credit is being issued in support of the performance by the Construction Management Engineer of its obligation to provide solid waste disposal services to the Authority as set forth in the “OPERATIONS, MONITORING AND MAINTENANCE OF THE PHOTOVOLTAIC FACILITY,” dated \_\_\_\_\_, 20 \_\_\_\_ (the “Contract”).

3. We hereby irrevocably authorize you to draw on us, at sight and in one or several drawings, an amount up to the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit 1 (such draft accompanied by such certificate being collectively your “Draft”). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) upon the occurrence of an Event of Default by the Construction Management Engineer and the subsequent exercise by the Authority of its rights under the Disposal Contract, all in accordance with the terms of such Disposal Contract.

4. The Draft shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF FINANCIAL INSTITUTION] and [ADDRESS OF FINANCIAL INSTITUTION]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with Name of Vendor \_\_\_\_\_ the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, “Business Day” shall mean any day other than a Saturday, Sunday or public holiday under the laws of the [STATE]. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are not honoring the same. Upon being notified that the Draft was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or Contract referred to herein (including, without limitation, the Disposal Contract), except only the Draft referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate by reference any such document, instrument or Contract except for such Draft.

Very truly yours,  
[NAME OF FINANCIAL INSTITUTION]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_