

N O R T H E A S T M A R Y L A N D W A S T E
D I S P O S A L A U T H O R I T Y
I n v i t a t i o n f o r P r o p o s a l s (I F P)

PROJECT: Mayor and City Council of Baltimore –
Replacement of the electrical supply wiring to the
Leachate Collection System (LCS) Intermediate
Pump Station (IPS) at the Quarantine Road Sanitary
Landfill

AGREEMENT NO. 2021 LEACHATE COLLECTION SYSTEM
REPAIRS

ADVERTISEMENT DATE: Tuesday May 25, 2021

PROPOSAL DUE DATE / TIME: July 6, 2021 by 12 PM (Baltimore, MD local time)*

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

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting Proposals for a contractor to replace the electrical supply wiring to the Leachate Collection System (LCS) Intermediate Pump Station (IPS) at Quarantine Road Sanitary Landfill (QRL), located at 6100 Quarantine Road, Curtis Bay, MD 21226.

This IFP is for an exclusive agreement with a primary contractor, who may use pre-approved subcontractors for the Work. Water will be available on-site for project use. A suitable place to dispose of waste material will be available on-site.

The selected contractor will be required to submit daily work tickets, bills of lading, seed tickets etc., to City Representative/ Engineer as the services are provided.

This IFP 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) or fax (410-333-2721), with the Subject heading "Baltimore City QRL Leachate Collection System Repairs Procurement," on or before 4:00 PM June 22, 2020.

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 July 6, 2020.

ALL PROPOSALS MUST BE SENT VIA EMAIL TO 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 Quarantine Road Landfill on Tuesday, June 8, 2021 at 10 AM at the Supervisor's Trailer. A brief site tour will follow. Due to the current state of affairs with the COVID-19 outbreak, only one participant from each firm is allowed to participate on the tour. 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 or to 410.333.2730 no later than 4 PM on Monday, June 7, 2021.

IV. DURATION OF PROPOSAL OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Authority may, however, request Contractors 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 IFP process, or to terminate the IFP 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 bidders responding to this IFP. Proposals submitted in response to this IFP are subject to disclosure pursuant to the Maryland Public Information Act, Section 10-611 et. Seq. of the State Government 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 Baltimore City, 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 QRL Leachate Collection System Repairs 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.
- 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.
- I. Living Wage. This contract must reflect the City's living wage requirements as found at <https://civilrights.baltimorecity.gov/wage-commission/wages#living>. The current minimum hourly living wage rate is \$11.81 (last accessed 01.29.2020).
- J. MBE/WBE/MFD Participation. The Proposal evaluation includes an analysis of MBE/WBE/MFD Participation. Copies of the current MBE certifications must be submitted with the Proposal.

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.

“City” means City of Baltimore, Maryland, and its successors and permitted assigns.

“City Representative” means the City’s Chief of Solid Waste Disposal Services, or any other person designated by the City’s Chief of Solid Waste Disposal Services as the City Representative hereunder.

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

“CPM or Critical Path Method” means the schedule provided by the Contractor for the Work that identifies major and minor milestones critical to the successful completion of the Work.

“Engineer” means the Authority’s engineer, ARM Group, who will act as the construction manager/ inspector for the Work.

“QRL Leachate Collection System Repairs” means the designed repairs, improvements and upgrades as set forth in the approved plan set, attached hereto as Attachment No. 2 and incorporated herein.

“Work” means the implementation of the QRL Leachate Collection System Repairs.

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

VIII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

The Contractor shall work between the hours of 7am and 5pm, Monday through Friday. If needed, the Contractor may request an extension of such operating hours to the contract manager/designee. Such request for extension of operating hours will be approved if warranted. No QRL Leachate Collection System Repairs shall be permitted on weekends, or State Administered Holidays (see: <https://dbm.maryland.gov/employees/Pages/StateHolidays2021.aspx>).

Contractor is responsible for its own safety and the safety of others. Contractor shall adhere to all MOSH or OSHA requirements. All PPE required by regulation shall be utilized. A draft Site Specific Health and Safety plan shall be submitted to the Authority with the Proposal.

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

QRL LEACHATE COLLECTION SYSTEM REPAIRS

QRL Leachate Collection System Repairs 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 QRL Leachate Collection System Repairs is set forth in the attached plan set (Attachment No. 2). In general the Work will be comprised of the

following: installation of erosion and sediment controls, trenching and backfilling for utility line (electrical conduit) installation, electrical supply wire installation, installation of junction boxes, and final wire connections.

All work will be completed per the following codes and guidelines.

- National Electric Code® (NFPA 70®, 2020)
- Recommended Practice for Electrical Equipment Maintenance (NFPA 70B, 2019)
- Standard for Electrical Safety in the Workplace® (NFPA 70E®, 2018)
- Electric Standard for Industrial Machinery (NFPA 79, 2018)
- BG&E Gas & Electric Metering Manual, May 2019
- BG&E Natural Gas & Electric Service Guide, October 2013
- BG&E Conduit Construction Guide, October 2013
- Baltimore City Building Code, 2015 (references NEC-2014)
- MOSHA/OSHA – all MOSHA and/or OSHA regulations shall be complied with where required by law.
- 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, December 2011

In the event the Contractor locates large debris such as a sofa, mattress, appliance, etc. or animal carcasses, the Contractor personnel shall notify the City Representative to coordinate removal by City personnel or contractors.

Work under the agreement will begin no later than five days after the issuance of the written “Notice to Proceed” from the Authority.

All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

- The Contractor shall provide its own equipment, labor, fuel, and any other materials necessary to complete the required Work.
- The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.
- The Contractor shall have a competent and experienced supervisor/foreman on duty at all times when Work is being performed under the agreement.
- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the agreement without the prior written consent of the Authority, unless those subcontractors are identified in the accepted Proposal.
- All equipment and personnel shall move in the same direction as traffic at all times during all cleaning operations, unless otherwise directed by City Representative.

DEBRIS DISPOSAL

- The final disposal of debris collected during all operations shall be disposed of at locations as approved, in writing, by the City Representative. No disposal on private property will be permitted. Non-hazardous waste related to the Work can be disposed of at the Landfill. Hazardous waste must be disposed of at a permitted facility and the cost shall be borne by the Contractor.

- The Contractor shall comply with all applicable State and Local laws and ordinances related to the hauling and handling of such material, if required.

WATER

- Water for equipment shall be made available at the QRL.
- Collected wastewater must be discharged onto the leachate receiving pad at the QRL.

MAINTENANCE OF TRAFFIC

- A majority of the electrical conduit will be constructed proximate to the outside edge of Perimeter Road on the southwest and western portions of the property. Perimeter Road is the primary passage of large trucks in and around the landfill property.
- Solid waste haul truck volumes build slowly in the morning to a peak around noon.
- All landfill roads must be kept mud and debris free to the extent practicable.
- Two-way traffic flow will be maintained to the extent practicable. If a lane or partial-lane closure is required, the Contractor will setup and operate traffic controls including appropriate caution signage, signal men, traffic cones and barriers.

TRENCHING

- Trenching efforts shall comply with OSHA/MOSH requirements typical for this type of work.
- Trenches can only be left open for 24-hours, and all trenches open at the end of the working day must have adequate safety marking in place (e.g., cones and flagging).
- Any crossing of roads (to flare station and back gravel road to flare station) are to be plated if they are to be kept open overnight or unattended at any time.

AS-BUILT DRAWINGS

The Contractor will cooperate with the Engineer for the recording of the location of various improvements related to the Work. The Engineer will be responsible for the performance of the survey and preparation of the as-built drawings for this Work.

EQUIPMENT

The equipment used for the Work shall be of sufficient type, capacity and quantity to safely and efficiently perform the Work as specified.

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 approval of the Authority. Such approval may require an on-site demonstration of the capability of any proposed equipment.

The Authority will have the option of performing a complete inspection of all vehicles at any time throughout the term of the agreement. In the event that any vehicle, when inspected, and in the sole determination of the Authority, fails to meet standards that the Authority determines are necessary to complete the agreement or to operate safely, the

Authority may require such vehicle to be brought to standard before being placed back in service.

LOCATION OF WORK

Mayor and City Council of Baltimore
Department of Public Works
6100 Quarantine Road
Baltimore, Maryland 21226

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 leave the names and telephone numbers of two individuals who may be contacted at any time by the Authority, City 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 City Representative, is complete. The Authority reserves the right to stop Work at any time and the City 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 will monitor the Contractor's work performance on a regular basis. All work must be performed to the highest professional and industry standards and pursuant to all applicable laws, the approved plan set and all 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 1 day following reported completion of work, and such deficiencies shall be corrected by the Contractor no later than one week following receipt of such notice.

The Engineer shall maintain a daily log of completed work and will verify completion of the Contractor's Work.

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, June 22, 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 IFP 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

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this IFP 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 City 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 copies of MBE/WBE or MFD certifications currently held in the state of Maryland if applicable for the primary proposer, including those for proposed subcontractors.
- 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 \$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 Baltimore City, Maryland as obliges under the performance bond. A Letter of Credit may be substituted for the performance bond.

X. CONTRACT REQUIREMENTS:

Recycled Paper

- 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 EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The Authority and Mayor and City Council of Baltimore (City) 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 City, any such defect. Such defect shall be corrected by the Contractor within one calendar week.
- All seeding work will be deemed incomplete until such time as evidence of growth is evident on the affected area as described on the enclosed plans.
- 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 City Representative and/or the Authority within one-day 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 30 days upon receipt of invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable hereunder by the ninth (9th) 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 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.

10% retainage will be held from each invoice payment, and will be released upon final acceptance of the Work by the City.

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 \$1,000 each working day. Damages will be withheld from final payment.

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: authority@nmwda.org

Basis of Award:

The award will be based upon the best Proposal amount and be awarded to the lowest responsive and responsible Proposer for the services required. Scoring will be as follows:

75 total points for the Technical Portion:

Ten Points for MBE/WBE/MFD participation (Yes or No)

Twenty points for references

Ten Points maximum for landfill related work (one reference-three points; two references-six points; three references-ten points)

Twenty points maximum for proposed team members experience at landfills (zero-zero points; one or two team members-ten points; three to five team members, fifteen points; more than five team members-twenty points)

Ten points maximum for schedule (zero-one months, ten points; one to two months, five points; two to three months, two points; more than three months, zero 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: Twenty-five points

2nd Lowest price Proposal: Seventeen points

3rd Lowest price Proposal: Ten Points

XII. 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 City.

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 City have been named an additional insured 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 City, 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."

XIII. 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 IFB and the subject line shall clearly provide the content of the submission (i.e., "Proposal Submission - Agreement No. QRL LEACHATE COLLECTION SYSTEM REPAIRS").**

XIV. 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 within 5 business days of the proposal due date.

XV. TERM OF THE AGREEMENT/PROJECT:

The term of the contract begins upon acceptance of the Proposal by the Authority and ends 52 weeks from the date of the Notice to Proceed.

XVI. EXHIBITS AND ATTACHMENTS:

Agreement Proposal Form - Attachment No. 1 (required with Proposal submittal)

Approved Plan Set – Attachment No. 2 (posted on the Authority website, not required with Proposal submittal)

As-Built Drawings – 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
INVITATION FOR PROPOSAL # QRL LEACHATE COLLECTION SYSTEM
REPAIRS

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. Proposer shall provide and deliver:

Item	Quantity	Unit	Unit Price	Item Cost
Labor		Day	\$	\$
Equipment				
_____		Day	\$	\$
_____		Day	\$	\$
_____		Day	\$	\$
_____		Day	\$	\$
_____		Day	\$	\$
Materials				
Wire (2/0 AWG)	12,000	Feet	\$	\$
4" PVC Conduit & Fittings	3000	Feet	\$	\$

Junction/Pull Box with 8" Collar & Lid	6	Each	\$	\$
Safety Disconnect Switch	2	Each	\$	\$
Backfill				
Sand (2800' x 18" x 12")	210	Ton	\$	\$
Pea Gravel (6 @ 0.34 ton/ea)	2	Ton	\$	\$
#57 Stone (2 @ 5 ton/ea)	10	Ton	\$	\$
Permits/Inspections	1	Each	\$	\$
Sediment/Erosion Controls	1	Each	\$	\$
Other (Explain)				
_____		Each	\$	\$
_____		Each	\$	\$
_____		Each	\$	\$
Total				\$

TERM: NET 45 DAYS F.O.B.: DESTINATION Payment Discount Offered (check below):

2% - 20 Days, Net 45

(Affix

Corporate

Seal Here)

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

Title

ATTACHMENT I – PROPOSAL FORM – PAGE 3 of 3
INVITATION FOR PROPOSAL # QRL LEACHATE COLLECTION SYSTEM
REPAIRS

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.
- Contractor shall submit copies of MBE/WBE or MFD certifications currently held in the state of Maryland if applicable for the primary proposer, including those for proposed subcontractors.
- 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 Baltimore City, Maryland as obligees under the performance bond. A Letter of Credit may be substituted for the performance bond.
- Proposal Form Pages 1, 2 and 3 are included in the submission.

Attachment 2: Approved Plan Set, on the Authority Website, Technical Specifications here.

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

Exhibit 1 –

PERFORMANCE BOND

Principal

Business Address of Principal

Surety

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

Obligee
Northeast Maryland Waste Disposal Authority
and
Baltimore City, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Contract: _____, 20__

Date Bond Executed: _____, 20__

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.

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 “**LEACHATE COLLECTION SYSTEM REPAIRS,**” 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: _____