

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

REQUEST

FOR

PROPOSALS

FOR

**ON – CALL
CONSULTING, ENGINEERING, MANAGEMENT
AND CONSTRUCTION SERVICES**

November 23, 2021

**REQUEST FOR PROPOSALS
FOR ON-CALL CONSULTING, ENGINEERING, MANAGEMENT
AND CONSTRUCTION SERVICES
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

Table of Contents

PART I - PROPOSAL INFORMATION	3
1.1 PURPOSE:.....	3
1.2 CONTACT PERSON:	3
1.3 PRE-PROPOSAL CONFERENCE:	3
1.4 WRITTEN QUESTIONS:	3
1.5 AMENDMENT OR CANCELLATION OF THIS RFP:.....	4
1.6 SUBMISSION REQUIREMENTS:	4
1.7 DISCLOSURE:.....	5
1.8 INCURRED EXPENSES:	5
1.9 ACCEPTANCE OF TERMS AND CONDITIONS:.....	5
1.10 PROCUREMENT REGULATIONS:.....	6
1.11 MINORITY PARTICIPATION:	6
PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS	6
2.1 PARTIES TO THE CONTRACT:	6
2.2 CONTRACT TERM:.....	6
2.3 COMPENSATION AND METHOD OF PAYMENT:.....	6
2.4 INSURANCE:.....	7
PART III – SCOPE, QUALIFICATIONS AND PRICING	7
3.1 SCOPE:.....	7
3.2 QUALIFICATIONS:	7
3.3 PRICE PROPOSAL:.....	8
3.4 IRREVOCABILITY OF PRICE PROPOSAL:	10
3.5 PRICING EXTENSION TO THE MARYLAND ENVIRONMENTAL SERVICE....	10
PART IV - EVALUATION PROCEDURE	10
4.1 EVALUATION COMMITTEE:.....	10
4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:.....	11
4.3 MULTI-STEP COMPETITIVE SEALED NEGOTIATION:.....	11
4.4 EVALUATION CONSIDERATIONS:.....	11
PART V - ADA COMPLIANCE	12
5.1 ALTERNATIVE FORMS:	12
ATTACHMENT A	A-1
CONTRACTOR CONTRACT.....	A-1
ATTACHMENT A-1	A-24
KEY PERSONNEL	A-24
ATTACHMENT A-2.....	A-25
REQUEST FOR APPROVAL OF CHANGE IN KEY PERSONNEL	A-25

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

ATTACHMENT B	B-1
TYPICAL CONTENT OF INVOICES	B-1
ATTACHMENT C-1	C-1
GENERAL FORMAT GUIDELINES FOR THE PRESENTATION OF KEY PROJECTS	C-1
ATTACHMENT C-2	C-2
GENERAL FORMAT GUIDELINES FOR THE PRESENTATION OF TEAM MEMBERS IN KEY PROJECTS:	C-2
ATTACHMENT D	D-1
CHECKLIST FOR SUBMITTAL/SCORING RUBRIC/PERSONNEL DESCRIPTION	D-1
ATTACHMENT E.....	E-1
REFERENCE FORM	E-1

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

RFP Due Date: January 18, 2022
RFP Due Time: 4:00 PM local time

**REQUEST FOR PROPOSALS
FOR ON-CALL CONSULTING, ENGINEERING, MANAGEMENT
AND CONSTRUCTION SERVICES**

THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is issuing this Request for Proposals (“RFP”) from firms who are qualified to provide consulting, engineering, management and construction services (i.e., on-call contractor services) relating to solid waste, diversion/recycling, biosolids and organics management. Zero waste/sustainable materials management/circular economy practices are integral to recycling, diversion and solid waste planning efforts and thus are included in the planning category.

The Authority was established as a public corporation by Chapter 871, Acts of 1980 to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Participating jurisdictions (the “Members” or “Member Jurisdictions”) include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard and Montgomery Counties. Maryland Environmental Service, an instrumentality of the State of Maryland, is an ex-officio member. The Authority acts as a coordinating agency and a financing vehicle for solid waste management projects. Additional information on the Authority is on our web page, www.nmwda.org.

Copies of the Request for Proposals are available from the Northeast Maryland Waste Disposal Authority at 410-333-2730, procurement@nmwda.org, or at the address below:

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705

Proposals will be accepted **until 4:00 PM local time on January 18, 2022.**

Andrew Kays, Executive Director

PROPOSER'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

(2nd) Name: _____

(optional)

Title: _____

(optional)

Contractor:

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail (1st): _____

E-mail (2nd): _____

I / we prefer to be contacted by: *(circle one)* U.S. Mail, telephone, fax, e-mail

I / we prefer correspondence to be sent by: *(circle one)* fax, e-mail

Please fax, e-mail or mail completed form to:

Northeast Maryland Waste Disposal Authority
Attention: Procurement
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Fax. (410) 333-2721
procurement@nmwda.org

REQUEST FOR PROPOSALS

Offerors are invited to submit proposals in conformance with the requirements described below:

PART I - PROPOSAL INFORMATION

1.1 PURPOSE:

The purpose of this RFP is to select multiple firms for on-call contractor services. The Authority has identified four major categories of work. The four areas are 1) waste-to-energy, transfer station/Resource Recovery Park, Materials Recovery Facility (MRF) and emerging technologies design, construction and operations; 2) landfill services; 3) general solid waste, planning, recycling, diversion, sustainable materials management, circular economy and zero waste frameworks; and, 4) biosolids and organics management. The Authority will select and place no less than five and no more than fifteen of the qualified firms on one on-call contractor list to cover all aspects of these four areas. To be deemed qualified and to contract with the Authority, the firm does not have to be qualified in all of the categories or all of the tasks in a particular category. This procurement will not create a listing of qualified subcontracting firms. Offerors must have one or more Maryland licensed Professional Engineers (in an appropriate discipline) on staff to perform design related services under the on-call contract.

1.2 CONTACT PERSON:

Any communication regarding this RFP must be made to the attention of “**RFP for On-Call Contractor Services-2022**” in writing, and directed to procurement@nmwda.org or Northeast Maryland Waste Disposal Authority, 100 South Charles Street, Tower II – Suite 402, Baltimore, MD 21201, or fax at 410-333-2721. Prior to award of this contract, Offerors should not initiate any communications related to this RFP with Authority staff, or with employees or local elected officials of any Member Jurisdiction. Any communications other than to procurement@nmwda.org may result in the disqualification of a Proposer’s proposal. Reference to “local time” in this RFP means the time in Baltimore, MD, USA.

1.3 PRE-PROPOSAL CONFERENCE:

There will be no pre-proposal conference.

1.4 WRITTEN QUESTIONS:

Prospective Offerors may submit written questions only concerning this RFP to the attention of “**RFP for On-Call Contractor Services-2022,**” to procurement@nmwda.org. Questions may be submitted via e-mail, fax or by mail. The Authority will endeavor to respond in writing to requests for information submitted by no later than 4:00 PM local

time on December 28, 2021, however, the Authority makes no assurance that written responses will be tendered if, in the opinion of the Authority, such information is evident in the RFP or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be emailed or faxed to all prospective Offerors who requested a copy of this RFP.

1.5 AMENDMENT OR CANCELLATION OF THIS RFP:

If this RFP requires amendment, written notice of the amendment will be given by means of an addendum to all prospective Offerors who requested a copy of this RFP or who submitted the Offeror's Contact Information Form. Receipt of addenda must be acknowledged in writing by prospective Offerors to the Authority. Acknowledgment by facsimile and e-mail is permitted. Copies of the acknowledgments are to be included in the proposal. The Authority reserves the right to modify, amend or cancel this RFP if the Authority determines, in its sole discretion, that it is in the best interest of the Authority to do so.

1.6 SUBMISSION REQUIREMENTS:

An electronic copy of the proposal as a PDF must be sent to procurement@nmwda.org no later than 4:00 PM local time on January 18, 2022 (the "Closing Date"). Any proposals received after this time will not be considered. Four (4) hardcopies of the proposal must be submitted in a sealed envelope, labeled "On-call Contractor Proposal" and received no later than 4:00 PM local time on January 21, 2022. All submissions will be time and date stamped when received. A facsimile of the proposal will not be accepted.

The proposal should be double-sided on minimum 50% post-consumer recycled content paper. In lieu of paper that has at least 50% post-consumer recycled content, FSC and rainforest alliance certified paper made from 100% sustainable eucalyptus premium fibers, or other paper types with no wood content may be used. Proposals will be a maximum of 100 pages in length (i.e., 50 pieces of paper, not including dividers in the proposals), including Sections 1 through 6 described below. If the proposal is longer than 50 pieces of paper for Sections 1 through 6, it will be considered non-responsive. Comments on the contract will not be counted towards the 50 pieces of paper maximum length of the proposal. In addition, documents related to additional rate classes listed in Section 6, Sections 7 and 8, the Offeror's Contact Information Form, and Table of Contents of the proposal, will not count towards the maximum page count.

Proposals will be organized in the following manner:

Section 1 – Transmittal Letter/Cover Letter

Section 2 – Organization Chart showing key individuals and area(s) of experience for municipal projects

Section 3 – Description of key municipal projects. The key projects shall be presented using the general format included in this RFP at Attachment C-1

- Section 4 – Résumés and current position of key individuals (to include key subcontractors if the Offeror will use said contractor to meet one or more of the tasks under a particular category; otherwise, subcontractor résumés do not need to be provided at this time, but may be requested under a specific project). A matrix of the key projects and the proposed key individuals is to be included at the end of this section, formatted to print as 11x17.
- Section 5 – References (to include key subcontractors if the Offeror will use said contractor to meet one or more of the tasks under a particular category). The reference form in Attachment E is to be started by the Offeror and completed, including submission, by the reference.
- Section 6 – Price Proposal.
- Section 7 – Comments on the Contract/Scope or Assumptions in the Proposal.
- Section 8 -- Statements of Non-Segregated Facilities, Drug Free Workplace Policy, current Maryland State Department of Assessments and Taxation (MDSDAT) Certificates for all firms in the proposals or statement agreeing to provide the required Statements and Certificates prior to executing the Contractor Contract.

1.7 DISCLOSURE:

Proposals submitted in response to this RFP are subject to the Maryland Public Information Act, Title 4 under the General Provisions Article of the Maryland Code. Offerors should identify those portions of their proposals that they consider to be confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Authority under the Maryland Public Information Act. Offerors are advised that, 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 Offeror in advance of releasing the information to permit the Offeror to take independent action to protect the information. Offerors agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

1.8 INCURRED EXPENSES:

The Authority is not responsible for any expenses that Offerors may incur in preparing and submitting proposals.

1.9 ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting a proposal in response to this RFP, the Offeror accepts all of the terms and conditions set forth in this RFP (including the terms of the Contract at Attachment A), unless otherwise noted and agreed to during the written question period.

1.10 PROCUREMENT REGULATIONS:

This RFP, and any contract entered into as a result thereof, is not subject to the provisions of the State Finance and Procurement Article, but is governed by Section 3-921 of the Natural Resources Article of the Annotated Code of Maryland and COMAR 14.13.01.01 et seq.

1.11 MINORITY PARTICIPATION:

The Authority requires the Offerors to include minority participation, as applicable under the regulations and rules of the Member Jurisdictions. Offerors should describe how the firm would meet specific minority business enterprises (MBE), woman business enterprises (WBE) and small business enterprises (SBE) requirements typical to Federal, State, and Local Government contracting in the event that a project requires outreach and work to be assigned to certified MBE/WBE/SBE firms.

PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT:

The Contract and all exhibits thereto to be entered into as a result of this RFP (the “Contract”) shall be by and between the Offeror as Contractor (the “Contractor”) and the Authority. The form of the Authority’s Contract is set forth in Attachment A. If the Offeror is not willing to enter into the contract as written, the Offeror must identify any proposed changes to the Authority’s Contract during the written question period via written submission. The Authority will notify **ALL** Offerors of the accepted changes prior to the Proposal Due Date. A **proposal** that requires changes to the Authority’s Contract not raised prior to submission may be rejected.

2.2 CONTRACT TERM:

The Contract term shall commence as of the date specified in the Contract, but no later than July 1, 2022, and shall be for three years, with two, one-year extensions at the Authority’s sole option.

2.3 COMPENSATION AND METHOD OF PAYMENT:

The Contractor will be expected to submit invoices on a monthly basis, including a description of work performed relating to the period of the invoice. The Contract will provide further details.

2.4 INSURANCE:

The Contractor must have or be willing to obtain insurance with the minimum terms as shown in **Section 412** of Attachment A to this RFP. If the Contractor does not currently have the minimum insurance required, the Contractor must be willing, at its own cost, to obtain such insurance and provide the necessary certificates of insurance prior to the signing of the Contract.

PART III – SCOPE, QUALIFICATIONS AND PRICING

3.1 SCOPE:

The Authority has financed four solid waste facilities. The Authority currently owns one facility, decommissioned one, and has contracts with the other two facilities. In addition, the Authority has developed three solar projects and four landfill gas-to-energy projects. The Authority also assisted in long-term planning projects for three Member Jurisdictions, incorporating zero waste/sustainable materials management and circular economy planning into deeper system-wide reviews for the Members. These projects, along with other Authority programs and requests for assistance by our Member Jurisdictions, require that the Authority have available qualified consulting/engineering support in a wide variety of solid waste specialties. The Authority often requires a quick response to issues not allowing time for a separate procurement. The qualified contractor(s) must be available to assist the Authority or its jurisdictions in both quick response activities as well as longer on-going activities. The Authority may request pricing and further qualifications for a specific task from the pool of qualified contractors prior to selecting a firm for a particular work order. The Authority will choose the on-call firm that is most appropriate to perform each specific task.

The Authority is not guaranteeing any minimum amount of work nor minimum compensation.

3.2 QUALIFICATIONS:

The Offeror must show that it is qualified to assist the Authority for this scope of work. For qualification, the Offeror must provide a statement of qualifications that addresses the following items as well as a minimum of three (3) references for key projects for each of the areas the Offeror is responding to. The Offeror is required to complete Attachments C-1 detailing the reference projects. The Offeror may reference the same project(s) as evidence of expertise in multiple disciplines. The Offeror must reference project(s) five years or newer, in similarly sized municipalities with similar demographics as the Authority's Members. In other words, projects greater than five years old should not be included in the proposal as a key project. They may be included on résumés or as appendices, noting that for each example the date of the project is required. The Offeror is required to complete Attachment C-2 regarding Team Members in Key Projects. The general categories for the scope of work are below, and are presented in more detail in

Attachment A (draft Contract), Article 1, Scope of Work.

- **Waste-to-Energy, Resource Recovery Parks, Transfer Station, MRF and Emerging Technologies Design, Construction and Operations Service**
- **Landfill Service**
- **General Solid Waste, Planning and Recycling/Diversion (Sustainable Materials Management, Circular Economy, and Zero Waste)**
- **Biosolids and Organics Management Service**

References must include contact information for the Project Owner (i.e., client), including name, current address, and current phone number, as well as the name of the Prime Contractor, if applicable (Refer to Attachment C-1 and Attachment E, as applicable).

Résumés of Key Individuals that would be assigned to assist the Authority must be included. Contractors must have one or more Maryland licensed Professional Engineers (in an appropriate field) on staff to perform design related services under the on-call contract.

To be deemed qualified and to contract with the Authority, the Offeror does not have to be qualified in all of the categories or all of the tasks in a particular category.

The Offeror must also provide Statements of Non-Segregated Facilities, Drug Free Workplace Policy, current Maryland State Department of Assessments and Taxation (MDSDAT) Certificates for all firms in the proposal. If the Offeror does not currently have the required Statements and Certificates, the Offeror must provide a signed letter in the proposal indicating the Offeror will obtain and provide the necessary Statements and Certificates prior to the signing of the Contract. The Authority will not sign a Contract with a selected Offeror until the required Statements and Certificates are received.

3.3 PRICE PROPOSAL:

The Offeror must include a price proposal that shows the hourly rates including any multiplier for all individuals that would be assisting the Authority. The Offeror must include a schedule of standard expense costs such as extraordinary printing and mileage charges. The Offeror must provide the current schedule for equipment that may be used as an attachment. This does not count against the total number of pages. The Authority acknowledges that this equipment rate schedule may change year to year.

Both the hourly rates and expense schedule, including the two optional years described above are subject to a requested annual CPI increase calculation as reflected in **Section 202** of the Contract. The maximum annual change is 4%, if allowed. Project Principal/Officer/Director annual adjustments are capped at 2%, if allowed.

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

The rates provided must be equal to or less than any contract rates that are provided under contract with any of the other Authority Member Jurisdictions and the Maryland Environmental Service.

The price proposal (“General Rate Sheet”) shall be formatted as shown below and the Offeror’s staff should follow the titles as shown below. The Proposers offering an expanded rate list must still use this form in the submittal, and then add the supplemental rate classes within the addendum.

Position/Title¹	Billing Rate 1st Year	Additional Employee Class	Additional Employee Class	Additional Employee Class
Project Principal/Officer/Director ^a				
Project Manager				
Senior Professional/Engineer/Scientist				
Project Professional/Engineer/Scientist				
Staff Professional/Engineer/Scientist				
Senior Planner				
Project Planner				
Senior Technician				
Staff Technician				
Resident Project Representative				
Field Technician				
Support/Clerical Services				
Expenses				
Markup on Expenses (as %) ^b	Not allowed	Not allowed	Not allowed	Not allowed
Markup on Consulting Subcontractors (as %) ^c	Not allowed	Not allowed	Not allowed	Not allowed
Markup on Construction Subcontractors (as %) ^d	Per Proposal	Per Proposal	Per Proposal	Per Proposal
Other Expenses (please list)				
e.g., field expenses, equipment, vehicle use ^e				

1. Provide titles for other positions that have the same hourly rate as the classes above in the extra columns. Please append a brief description of the work of these rates classes, and other rate classes that your firm may use to

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

perform the work under the contract with the proposal (this will not count against total pages). See Attachment D for general guidance on the nomenclature for the positions above.

- a. This category should be the most expensive rate class that the Contractor plans to use for the contract.
- b. For example: extraordinary mailings or external printings must be at cost
- c. Examples of work not subject to a mark-up are design related services by a subcontractor, or permit applications prepared by the subcontractor, rental of no-construction equipment (e.g., cameras, generators, passenger vehicles, survey equipment, etc.).
- d. Examples for Construction Related Tasks, such as installation of stormwater controls by a subcontractor, or installation of improvements to a building by a subcontractor.
- e. Personal vehicles are to be charged at the prevailing GSA mileage rate ([LINK](#)). Contractor vehicles may show a daily use charge, and a mileage charge less than the GSA rate ([as this rate includes depreciation, maintenance costs, insurance, state and federal taxes, gasoline AND oil](#)) UNLESS the vendor provides a written, publicly releasable statement as to why they should receive greater than reasonable reimbursement for vehicle use. No pass through allowed for computers, computer time, cell phones, Wi-Fi, internal mailings, invoicing and proposal preparation. All charges must be wrapped into the overhead calculation shown for the hourly rate.

3.4 IRREVOCABILITY OF PRICE PROPOSAL:

The rates proposed under Section 3.3 of this RFP will be irrevocable for a period of 120 days from the Proposal Closing date, or, if modified during negotiations pursuant to Section 4.3, for a period of 120 days from the date such modified rates are proposed by the Offeror.

3.5 PRICING EXTENSION TO THE MARYLAND ENVIRONMENTAL SERVICE

Offerors are requested to indicate in their Proposal if they will extend the pricing, terms, and conditions of their Proposal to the Maryland Environmental Service. If the successful Offerors agree to this provision, the Maryland Environmental Service may enter into a contract with the successful Offerors for the purchases of the services described in the resulting contract on the terms, conditions, prices, and percentages offered by the successful Offerors.

PART IV - EVALUATION PROCEDURE

4.1 EVALUATION COMMITTEE:

The Executive Director will appoint an evaluation committee (the “Evaluation Committee”) to be composed of Authority and Member Jurisdiction staff. The Evaluation Committee will evaluate the proposals received in accord with the criteria set forth in the RFP and make a recommendation for award to the Executive Director. After receiving and evaluating the recommendation of the Evaluation Committee, the Executive Director will make a recommendation to the Authority’s Members regarding the award. The Authority’s Members will take final action upon the recommendation. A copy of the scoring rubric is attached to the RFP (see Attachment D).

4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:

The Authority reserves and assigns to the Executive Director the right to determine which of the Offerors have met the qualifications of this RFP. The Executive Director shall have the sole right to determine whether any deviation from the requirements of this RFP is substantive in nature, and the Executive Director may reject proposals that are not reasonably susceptible of being selected for Contract award. In addition, the Executive Director may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow an Offeror to correct minor irregularities, and may negotiate with responsible Offerors in any manner deemed necessary to serve the best interests of the Authority.

4.3 MULTI-STEP COMPETITIVE SEALED NEGOTIATION:

The Authority will employ the method of competitive negotiation to choose contract awardees. If the Executive Director determines that multi-step negotiations are in the best interests of the Authority, the Executive Director will advise Offerors whose proposals are determined to be reasonably susceptible to award as to how such negotiations will be conducted. Upon completion of all negotiations, and upon receipt of best and final offers submitted as a result of such negotiations, the Evaluation Committee shall make a recommendation for award to the Executive Director. The Executive Director will make a recommendation to the Authority's Members regarding the award of a Contract(s). The Authority's Members will then take action upon the recommendation. Offerors whose proposals are not accepted will be so notified in writing.

4.4 EVALUATION CONSIDERATIONS:

The Authority will select the proposals that are deemed to be the most advantageous to the Authority or the Member Jurisdictions on the basis of technical qualifications of the Offeror and price proposed. Technical qualifications are more important in the evaluation process than price.

The Evaluation Committee will evaluate the technical proposals on the basis of the following factors for those firms that have completed the attached checklist:

- a. Qualifications and Experience of the Offeror, including the qualifications and experience of the individuals proposed to work on the Authority contract.
- b. Preference will be given to firms who have proposed key individuals that are local because of resulting lower travel costs;
- c. Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE/SBE requirements, if necessary, as a condition for a particular task. Extent and quality of the proposed participation of minority firms and/or individuals;

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

- d. Pricing/rates; and
- e. References.

PART V - ADA COMPLIANCE

5.1 ALTERNATIVE FORMS:

Alternative forms of this RFP will be provided upon request.

ATTACHMENT A

Control # _____
Contract # _____

CONTRACTOR CONTRACT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

This Contractor Contract (“Contract”) dated this ____ day of _____ 2022, by and between the Northeast Maryland Waste Disposal Authority, a body politic and corporate constituting an instrumentality of the State of Maryland (the “Authority”) and (the “Contractor”), an entity incorporated under the laws of _____, with offices at _____.

RECITALS

The Authority is a body politic and corporate and a public instrumentality of the State of Maryland created and existing under the Northeast Maryland Waste Disposal Authority, codified as Subtitle 9 of Title 3 of the Natural Resources Article of the Annotated Code of Maryland.

WHEREAS, the Authority has determined, by Resolution, that it is necessary and desirable to retain the Contractor, on the terms and conditions set forth in this Contract, in order to assist the Authority and its staff in carrying out the purposes of the Act, all as more particularly set forth herein.

WHEREAS, the Contractor is an expert in the solid waste and environmental field.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts herein set forth, and the undertakings of each party to the other, the Authority and the Contractor acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1. SCOPE OF WORK

Section 101. The Contractor is being retained to provide to the Authority, its staff, and its members, advice and assistance in the area of solid waste. Accordingly, the Contractor may, without limitation, be requested to provide assistance in the following areas: **NOW REFERENCED FROM ABOVE; WILL BE MADE SPECIFIC TO EACH FIRM**

Waste-to-Energy, Resource Recovery Parks, Transfer Station, MRF and Emerging Technologies Design, Construction and Operations Service Category (enumerated for clarity in reading)

1. Planning, design and permitting of the facility types listed above
2. Construction oversight/support services, including but not limited to, construction inspection, construction management, and facility structural investigations
3. Operational support (e.g., boiler reliability) for Waste-to-Energy facilities
4. Operational support for all other facility types listed above
5. Preparation of applications for, and assistance with obtaining environmental permits
6. Environmental permitting, monitoring and compliance for the facility types listed above
7. Air emission technology and operations
8. Ash reuse and recycling
9. Rail movement of waste (including, but not limited to, economic analysis of rail contracts, negotiations of rail contracts and performance monitoring of rail contracts)
10. Construction projects related to improvements to existing transfer stations, MRFs and resident convenience centers/drop-off areas, in the amount of \$500,000 or less, unless under a managed competition, (including but not limited to paving installation and repairs, stormwater control rehabilitations, modular office installation, litter control and traffic controls. Does not include Greenfield development.)
11. Security, Safety Planning, OSHA compliance
12. Electricity generation and marketing, including PJM operations, markets, and settlements
13. Use and production of solar, geothermal, or wind energy in cooperation with solid waste facilities
14. Knowledge of local, state, and federal regulations relating to the facility types listed above
15. Emissions banking
16. Environmental credits

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

17. Dispute resolution
18. Bond feasibility study/independent engineer opinions for bond financing
19. Decommissioning services

Landfill Service Category (enumerated for clarity in reading)

1. Planning, assessment, design, and permitting of solid waste disposal facilities, including the redevelopment of closed solid waste disposal facilities
2. Environmental permitting, monitoring, and compliance for solid waste disposal facilities including plan development, including but not limited to aerial surveys, volumetric reports and settlement studies, PFAS evaluations, etc.
3. Construction oversight/management/quality control/support for solid waste disposal facilities (whether Superfund, pre-RCRA legacy, post-RCRA closed, open, or planned/permited)
4. Operational support for solid waste disposal facilities
5. Construction projects related to landfill operations and resident convenience centers or resident drop off areas, in the amount of \$500,000 or less, unless under a managed competition, (including but not limited to: stormwater repairs, landfill gas extraction system installation, liner placement, liner repair, solar/geothermal/wind installations, leachate system improvements or repairs, etc. Does not include new cell construction.)
6. Landfill gas recovery (including, but not limited to, planning, design, permitting, well drilling, well sampling, and well maintenance of landfill gas collection and control systems, and operations of the same)
7. Landfill gas reuse and energy generation facilities (including, but not limited to, design, permitting, construction support, testing, and operations)
8. Emissions banking/trading
9. Electricity generation and marketing, including PJM operations, markets, and settlements
10. Use and production of solar, geothermal, or wind energy
11. Landfill operations (including, but not limited to, technology evaluation, disposal and recycling operations, data acquisition system design and testing, resident convenience centers/drop off areas, etc.)
12. Preparation of applications for obtaining environmental permits (including but not limited to, reporting, soil management, and equipment specifications assistance)
13. All aspects of environmental compliance (including, but not limited to, all aspects of planning, investigating, remedial studies and development of remediation alternatives, monitoring, testing and reporting and compliance correspondence, as required)
14. Groundwater, surface water, sediment, and soil sampling, analyzing and reporting, including statistical analysis
15. Well drilling, installation, sampling and oversight
16. Leachate management system design and implementation (including, but not limited to, collection, conveyance, storage and treatment, SCADA)
17. Landfills as bioreactors
18. Leachate recirculation
19. Knowledge of local, state and federal regulations (including but not limited to, air, erosion and sediment control, stormwater, and solid waste management)

20. Decommissioning services

General Solid Waste, Planning and Recycling/Diversion Category (Sustainable Materials Management, Circular Economy, and Zero Waste) (enumerated for clarity in reading)

1. Development and implementation of sustainable materials management, circular economy, and zero waste plans for municipalities to include at a minimum, community outreach experience; technical review of current systems, benchmarking/best practices including review of maintenance schedules and preparation of multi-year budgets for the implementation of the plans
2. Experience with plans that have been implemented and are demonstrably successful (e.g., data supported with clearly defined metrics in place)
3. Knowledge of regulations/legislation in other states/regions/countries
4. Extended producer responsibility and product stewardship planning/implementation, including experience with consumer, government, or manufacturer/retailer funded take back programs for materials such as mattresses, batteries, paint, electronics, furniture, and textiles
5. Extended producer responsibility and product stewardship policy experience (for example, drafting legislation or researching effects of legislation)
6. Experience with the development, management, and operations of pay-as-you-throw or other zero waste incentive programs for municipal and commercial waste
7. Experience in the conceptual design and engineering design of resource recovery parks and residential drop off centers for recoverable and recyclable/divertible materials
8. Experience with the development, management, and operations of fix-it/reuse centers
9. Experience with life cycle analysis, greenhouse gas emissions calculations, and carbon footprints used in system planning
10. Experience with cost/benefit analysis used for plan development
11. Waste generation and/or characterization studies (residential/commercial)
12. Diversion/Recycling program development/enhancement
13. Traffic studies and design for solid waste and recycling facilities
14. Material Recycling Facility development, design and operations
15. Intermodal material transportation
16. Material collection, processing, and marketing
17. Electronics recycling management
18. Development of solid waste management plans, (including, but not limited to, solid waste management plan updates, recycling plan updates and other planning studies)
19. Development of disaster debris management plans for local governments
20. Public education, (including, but not limited to, the development of outreach materials and marketing strategies/studies)
21. Variable rate programs
22. Waste collection and route system development and operating data based optimization
23. Waste enterprise funds creation, management, and reporting
24. Construction and Demolition (C&D) reuse/recycling

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

25. Household Hazardous Waste (HHW) collection programs
26. Emerging recycling technologies or programs
27. Experience with state and federal grant rules and regulations

Biosolids and Organics Management Service Category (enumerated for clarity in reading)

1. Feasibility, Design, permitting, construction, and operation of biosolids and organics processing facilities (including, but not limited to, construction oversight/support and operations support)
2. Biosolids treatment technologies
3. Organics treatment technologies such as composting or anaerobic digestion, for yard material, food scraps, etc.
4. Marketing and distribution of biosolids finished product
5. Marketing and distribution of organics finished product, including compost and mulch
6. Collection systems for organics, including wet/dry, mixed waste, yard material only, food scraps only, yard material and food scraps combined, etc.
7. Knowledge of local, state and federal regulations
8. Decommissioning services

The Authority is not guaranteeing any minimum amount of work nor minimum compensation.

Section 102. The Parties' contract consists, in order of precedence, of this Contract, the Request for Proposals dated _____, and the Contractor's Proposal, dated _____ [and any other relevant documents.]

Section 103. The individuals listed in **Attachment A** hereto are considered to be Key Personnel under this Contract, and will be made available by the Contractor upon the Authority's request to perform any tasks requested by the Authority under the Contract. The Contractor may not substitute any other personnel to perform the Authority's work without the prior written consent of the Authority.

Section 104. In accordance with the Contractor's proposal, the Contractor may team with_____. The Contractor shall only be entitled to retain the services of subcontractors when in accordance with Section 404.

Section 105. Kimberly W. Gordon shall be the Contract Officer for the Authority until such time as the Executive Director may appoint a successor Contract Officer by notice in writing to the Contractor. The Executive Director may also appoint an additional or alternate Contract Officer by notice in writing to the Contractor. Unless the Executive Director otherwise directs, the Contract Officer shall be responsible for the direct administration of all matters pertaining to this Contract.

Section 106. The Contract Officer may from time to time give the Contractor a written directive notifying the Contractor of work to be performed under this Contract. If requested to do so, the Contractor shall promptly upon the receipt of such a directive furnish to the Contract Officer a preliminary written description of the work that the Contractor proposes to undertake in implementing the directive which shall include an estimate of the total cost to the Authority for the Contractor to perform the work, compensation to be earned in performing the work and (if requested by the Contract Officer) the date by which the work will be completed.

Following such consultations as the Contract Officer or the Executive Director may deem appropriate, the Contractor, if requested to do so, shall submit to the Contract Officer a final written description of the work to be undertaken which shall include (1) identification of the key personnel who will perform the work; (2) an identification of the subcontractors to be used in performing the work and (3) a statement specifying the total maximum cost of the work and the amount and a breakdown of the compensation to be earned by the Contractor and its subcontractors in performing the work and (if requested by the Contract Officer) the latest date by which the work will be completed.

Upon its written approval by the Executive Director, such a final written description shall constitute a Work Order which shall be binding upon the Contractor and shall be subject to modification, amendment, or withdrawal by the Contractor only with the express prior written consent of the Executive Director. The Contractor shall not charge the Authority for the development of this written description.

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

For work which must begin immediately, is of short duration (up to 45 days), or is anticipated to cost under \$5,000, verbal Work Orders may be issued by the Contract Officer with the concurrence of the Executive Director. The Contract Officer shall prepare a memo describing the verbal Work Order to be filed with this Contract.

Section 107. Except as provided in Section 202, the Contractor shall not be obligated to perform, and the Authority shall not be obligated to compensate the Contractor for, any work which is outside the Scope of a Work Order set forth in Section 101.

Section 108. The Contractor shall, from time to time and as frequently as the Contract Officer may request, apprise the Contract Officer of the status and progress of the work being performed by the Contractor pursuant to this Contract. The Contractor shall maintain in a neat and orderly manner all documents and records relating to work performed pursuant to this Contract and each Work Order and shall, at the end of the project and before the final invoice for work, turn over to the Authority all information, data, documents, records, reports, drawings, and the like prepared in the course of work hereunder (including, without limitation, information regarding the names and addresses of any persons, firms, or agencies dealt with by the Contractor in the performance of such work). All materials prepared by the Contractor in connection with this Contract, including but not limited to records, drawings and reports shall be the sole and absolute property of the Authority. The Authority reserves the right to use any such material in any manner. Any use, reuse or modification of the documents shall be at the Authority's and other's sole risk without liability or legal exposure to the Contractor unless approved in writing by the Contractor prior to such reuse or modification.

Section 109. The Contractor shall provide, at the Contractor's own expense, all personnel needed to perform any work required under this Contract. All such personnel shall be qualified and authorized under applicable law to perform their respective functions. Contractors must have one or more Maryland licensed Professional Engineers (in an appropriate field) on staff to perform design related services under this Contract. The Contractor shall ensure that none of the Contractor's employees has any direct or indirect interest, which would conflict in any manner

with the performance of the Contractor's work under this Contract. The Contractor shall be responsible for any withholding taxes and social security payment due as a result of payment made by the Authority pursuant to this Contract.

ARTICLE II. TERM AND COMPENSATION

Section 201. This Contract shall be effective upon execution hereof, and unless sooner terminated or renewed as herein provided, shall expire on **June 30, 2025**.

This Contract may be renewed for two one (1) year terms at the end of the original or renewal term hereof at the Authority's sole discretion.

Section 202. The Contractor shall be compensated for work performed and expenses incurred pursuant to this Contract generally as provided in the "Rate Schedule" being attached hereto as Exhibit "A" (**to be based on proposed rates**) and constituting an integral part hereof, as consideration for the performance of work which complies with an oral or written request of the Contract Officer and which is within the general duties described in Section 101. Payment to the Contractor will be based upon a reasonable number of actual hours expended by the Contractor in performance of services under a Work Order.

The Contractor warrants that its rates and charges for the term of this Contract are not higher than the standard rates and charges for the same services provided under the same circumstances to any of the other Authority Member Jurisdictions or the Maryland Environmental Service.

If the Contractor seeks a rate increase for an upcoming Fiscal Year, no later than sixty (60) days after the end of the current Fiscal Year, the Contractor must submit a written request to the Contract Officer for an increase in the rates in the "Rate Schedule." No later than thirty (30) days after receipt of the written request, the Authority will inform the Contractor in writing as to the accepted adjustment for the succeeding Fiscal Year. The Contractor may submit additional detail to the Authority to substantiate a larger increase. No annual increase will be greater than the lesser of

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

4% **or** actual CPI over the previous year. Project Principal/Officer/Director annual adjustments are capped at 50% of the calculated adjustment, if allowed.

The Requested Maximum Annual Inflation Adjuster will be calculated as follows:

The Requested Maximum Annual Inflation Adjuster will be calculated as follows:

All adjustments shall be made using the Bureau of Labor Statistics Consumer Price Index (CPI) for all Urban Consumers for Baltimore-Columbia-Towson, MD - All Items (1982-84=100). The July 1, 2023 adjustment shall compare the most recently reported CPI as of July 1, 2023 (the April 2023 reference month) to the April 2022 CPI reference month. Thereafter the most recent CPI reported on July 1st of current year (April reference month) will be compared to the CPI used from previous period (April reference month).

The Requested Maximum Annual Inflation Adjuster shall be the lesser of 4% or 100 % of any increase in the CPI. The most recent reported CPI as of July 1st of current year less the CPI used from previous year equals the index point change. Divide the index point change by the CPI used in the previous year and add 1 to equal the Inflation Adjustor. The Inflation Adjustor shall be rounded to the second decimal place.

The Requested Maximum Annual Inflation Adjustor, for each one-year period, shall not exceed 1.04 and be applied to the most recent Fiscal Year's rates.

Examples of Inflation Adjustor Calculation:

1.) July 1, 2023 Inflation Adjustor:

CPI for July 1, 2023 (reference month April 2023): 252.185

April 2022 CPI reference month: 247.688

Index Point Change: $252.185 - 247.688 = 4.497$

Inflation Adjustor: $4.497 / 247.688 + 1 = \mathbf{1.02}$ (rounded to second decimal place)

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

2.) July 1, 2024 Inflation Adjustor:

CPI for July 1, 2024 (reference month April 2024): assume 257.352

CPI for July 1, 2023 (reference month April 2023): 252.185 (CPI used from previous year)

Index Point Change: $257.352 - 252.185 = 5.167$

Inflation Adjustor: $5.167 / 252.185 + 1 = 1.02$ (rounded to second decimal place)

Section 203. The Authority shall in no event be obligated to make any payment to the Contractor for work performed and expenses incurred pursuant to this Contract if the amount of such payment, together with all other payments theretofore made to the Contractor under this Contract, would exceed, in the aggregate, Five-Hundred Thousand and ⁰⁰/₁₀₀ Dollars (\$500,000.00), unless and until the Authority amends this Contract to increase such limit.

Section 204. The Contractor shall submit invoices to the Authority on a monthly basis, no later than the 9th calendar day of the month. Each invoice shall specify: (a) the number assigned to this Contract by the Authority; (b) the total amount of payments received by the Contractor, through the closing date of the invoice period, under this Contract; (c) the opening and closing dates of the invoice period; and (d) a description of the work performed and itemization of reimbursable expenses incurred during the invoice period. The Contractor shall submit with each invoice such supporting documentation, including receipts and invoices for work performed by subcontractors to the Contractor. **Attachment B** herein describes the typical detail required for various types of contracts.

All invoices for work completed during a particular Fiscal Year (July 1 through June 30) are due no later than thirty (30) days after the close of such Fiscal Year. The Authority will not be able to pay an invoice received thirty (30) days after the close of the Fiscal Year in which the work is performed.

The Authority shall render payment within forty-five (45) days after receipt of an acceptable invoice from Contractor. Notification of nonacceptance of an invoice shall be made within thirty

(30) days of receipt of Contractor's invoice.

The Contractor must notify the Authority **in writing** when 50% and 75% of the total contract amount has been expended. When the Contractor reaches the 75% expenditure amount, the Authority will review the work completed to date and determine if the remaining work can be completed within the contract amount. If the remaining scope cannot be completed with the remaining budget, a joint determination on how to proceed will be made and agreed to in writing by the Authority and the Contractor.

Section 205. The Contractor shall maintain, and make available for inspection by the Contract Officer, detailed records of time spent, and receipts for reimbursable expenses incurred in the performance of work undertaken pursuant to this Contract.

Section 206. The Contractor shall not undertake work until the Authority Contract Officer or designee has provided approval, in writing, or as otherwise set forth herein.

ARTICLE III. DISPUTES

Section 301. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which cannot be resolved by informal Contract between the parties shall be decided by the Contract Officer. The Contract Officer shall render written decisions within fifteen (15) days from receipt of a written request therefore from the Contractor. Upon rendering a decision, the Contract Officer shall promptly deliver or mail it to the Contractor. The written decision of the Contract Officer shall be final and conclusive unless, within thirty (30) days after the date of receipt of such written decision, the Contractor delivers to the Contract Officer a written appeal addressed to the Executive Director of the Authority. The Contractor, prior to decision by the Executive Director, shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Within thirty (30) days after the date of receipt by the Contract Officer of such written appeal, the Executive Director shall decide the dispute relating thereto, reduce such decision to writing, and deliver or mail it to the Contractor. The decision of the Executive Director

shall be final and conclusive, and the Contractor hereby waives any right which it may have, now or in the future, to sue the Authority regarding a question of fact arising under this Contract, unless such issue of fact has been raised in the aforementioned written appeal and unless the Executive Director's decision is arbitrary, capricious, or unreasonable. Nothing herein contained shall preclude consideration by the Contract Officer or Executive Director of questions of law relating to any dispute arising under this Contract, but no decision of the Contract Officer or the Executive Director shall be final or conclusive on any question of law. In the event of any dispute arising under this Contract, the Contractor shall commence or continue to perform diligently all services described herein pending resolution of such dispute.

ARTICLE IV. GENERAL PROVISIONS

Section 401. The Contractor shall comply with all applicable legal and regulatory requirements in the performance of work under this Contract, and the Contractor shall provide, at the Contractor's own expense, any licenses, permits, or insurance needed to comply with such requirements.

Section 402. The Contractor warrants that the Contractor has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that the Contractor has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the making of this Contract. For the breach or violation of this Section, the Authority or its successor may terminate this Contract without liability and/or, at its option deduct from any amount otherwise due the Contractor hereunder, or otherwise recover, the full amount of such fee or consideration. Upon termination of this Contract pursuant to this Section, the Contractor shall refund any and all profits realized under this Contract. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority.

Section 403.

- a. Upon the occurrence of one or more of the following conditions, the Authority may terminate this Contract without liability on the part of the Authority: (1) the Contractor materially fails, or refuses, to comply with any of the terms of this Contract or with a directive issued by the Contract Officer; (2) 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 this Contract; or (3) 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 this Contract. Upon termination of this Contract pursuant to this Section 403(a), the Contractor shall be paid only the earned value of work satisfactorily performed to the date of termination, as determined by the Authority. If this Contract is terminated because 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 this Contract, then the Contractor shall refund any and all profits realized under this Contract. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority.

- b. The Authority may, without liability, terminate this Contract or any part (or all) of any Work Order for its own convenience upon written notice to the Contractor not less than thirty (30) days prior to the effective date for such termination. In the event of any such termination, the Contractor shall be entitled to compensation for work satisfactorily performed until the termination plus any cost incurred affecting the termination as provided in Article III.

Section 404. Except as provided in Section 103, neither this Contract or any right or duty hereunder shall be sublet, assigned, delegated, or otherwise disposed of by the Contractor, except with the prior written consent of the Authority. Any sublease, assignment, delegation, or other disposal in violation of this Section shall be null and void.

Section 405. Contractor shall comply with all applicable federal, state and local laws, rules and regulations involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, ancestry, age, gender or disability.

Section 406. This Contract shall be governed in accordance with the laws of the State of Maryland.

Section 407. If any provision of this Contract hereof shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 408. Except as provided in Section 102, this Contract merges and supersedes all prior negotiations, representations, and Contracts between the parties hereto relating to the subject matter hereof and constitutes the entire Contract between the parties hereto in respect thereof.

Section 409. This Contract may be amended by written instrument, duly authorized and executed by the parties hereto. Oral statements purporting to amend this Contract shall be null and void.

Section 410. The Contractor shall conduct itself in a manner consistent with its status as a Contractor of the Authority under the terms of this Contract and shall neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof, and shall not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Authority. Nothing herein shall be construed as authorizing the Contractor to enter into any contract or Contract, or to incur and obligation whatsoever, on behalf of the Authority.

Section 411. The Contractor shall maintain the minimum insurance coverages required by this Contract and ensure that the insurance policy will not be canceled, interrupted, or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption, or modification.

The Contractor shall add the Authority Member Jurisdictions as additional insureds under their commercial general liability and automobile liability policies. Member Jurisdictions are the Counties of Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery and the City of Baltimore.

- a. The Contractor shall defend, indemnify and hold harmless the Authority and its governing board, Member Jurisdictions, officers, agents and employees (collectively the “Indemnified Parties”), from and against all claims, suits, judgments, expenses, damages, and costs (including reasonable attorneys’ fees) arising out of or resulting from the negligent performance or negligent failure to perform the services of the Contractor under this Contract, provided, however, so long as the Contractor maintains the insurance described in Section 412, Contractor’s total liability shall not exceed the sum of (a) the amounts payable to or on behalf of the Contractor as the proceeds of any applicable insurance plus (b) the deductible amount of such insurance.
- b. Except for claims for payment for work performed, the Contractor will limit any and all claims it may have under this Contract by the Contractor against the Authority, its members, directors, officers, staff and employees to an amount not to exceed amounts paid to or on behalf of the Authority as the proceeds of any applicable insurance to pay such claims. The Authority shall not assume any obligation to indemnify, hold harmless, or pay attorney’s fees to the Contractor for any claims that may arise from or be associated with the performance of this Contract.

- c. In the event of any payment of any kind by or on behalf of either party to this Contract under the provisions of this Section to or on behalf of the other party, the paying party shall be subrogated to the extent of the amount of such payment to all rights and remedies of the other party against any third party regarding any matter to which such payment is pertinent.

Section 412. The Contractor shall procure, as necessary, and maintain until the termination of this Contract, the following minimum insurance: (Specific projects may require additional insurance or coverages to be extended to the Member Jurisdiction).

Insurance

General Insurance Requirements

- A. The Contractor shall not commence services until the Contractor has obtained, at the Contractor's own expense, all of the insurance as required hereunder and such insurance has been approved, in writing, by the Authority. Approval of insurance required of the Contractor will be granted only after submission to the Authority of original certificates of insurance signed by authorized representatives of the insurers.
- B. The Contractor shall require its Subcontractors to maintain insurance during the term of the Contract, to the same extent required of the Contractor.
- C. All insurers underwriting the Contractor's insurance must be allowed to do business in Maryland and be acceptable to the Authority. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or higher in the latest evaluation by A. M. Best Company, unless the Authority grants specific written approval for an exception.
- D. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until thirty (30) days prior written notice has been given to the Authority.
- E. Insurance provided to the Authority and its directors, officers and employees by the Contractor shall be primary, and any other insurance, coverage or indemnity

available to the Authority and its directors, officers and employees shall be excess of and non-contributory with insurance provided by the Contractor.

- F. If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions.

The Contractor must either:

1. Agree to provide certificates of insurance to the Authority evidencing the coverages for a period of two years after the Contract terminates or expires, whichever is earlier. Such certificates shall evidence a retroactive date no later than the beginning of the services under this Contract, or
2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date the Contract terminates or expires, whichever is earlier and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services under this Contract.

Contractor's Liability Insurance

The Contractor shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

1. Commercial general liability insurance that insures against claims for bodily injury, property damage, and personal injury arising out of or in connection with services under this Contract, whether such operations be by the Contractor, its employees or Subcontractors or their employees. The minimum limits of liability for this insurance are as follows:
 - \$1,000,000 combined single limit - each occurrence
 - \$2,000,000 combined single limit - general aggregate
 - \$2,000,000 combined single limit - products/completed operations aggregate

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

This insurance shall include coverage for all of the following:

- Any general aggregate limit shall apply per project;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations;
- Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- Liability arising from the explosion, collapse and underground (XCU) hazards.

This insurance shall name the Authority and its directors, officers, and employees as insureds with respect to liability arising out of or in connection with services under this Contract, and the certificate of insurance must so state this.

2. Business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:
 - The maintenance, use or operation of any auto; and
 - Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.
3. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard “other states” coverage and employers liability insurance with minimum limits:
 - \$100,000 each accident for bodily injury by accident;
 - \$100,000 each employee for bodily injury by disease; and
 - \$500,000 policy limit for bodily injury by disease.
4. Umbrella excess liability or excess liability insurance with minimum limits

of:

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

- \$1,000,000 each occurrence;
- \$1,000,000 aggregate other than products/completed operations and auto liability; and
- \$1,000,000 products/completed operations aggregate, and including all of the following coverages on the applicable schedule of underlying insurance:
 - commercial general liability;
 - business auto liability; and
 - employers liability.

This insurance shall name the Authority and its directors, officers, and employees as insureds with respect to liability arising out of or in connection with services under this Contract, and the certificate of insurance must so state this.

5. The Contractor's professional liability insurance for claims that arise from the performance of professional services. A minimum annual aggregate limit of at least \$2,000,000 is required. The insurance shall include contractual liability coverage and afford a waiver of subrogation in favor of the Authority and its directors, officers, and employees. Certificates of insurance shall evidence a retroactive date no later than the beginning of the Contractor's services under this Contract.
6. Builders All Risk may be required.
7. Environmental/Pollution Liability may be required.

The cost of procuring and maintaining this insurance will be paid by the Contractor and must not constitute an Out of Pocket Expense related to this Contract.

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

The Contractor's liability coverage shall include, without limitation, contractual liability coverage indemnifying the Contractor for all sums which the Contractor by reason of the contractual liability assumed by it under this Contract shall become obligated to pay as damages because of bodily injury or property damages. Evidence of the insurance required by this Section shall be delivered promptly to the Contract Officer upon her request. The provisions of this Section shall be deemed in no way to limit or waive the rights of the Authority or any other indemnitee under **Section 411**.

The Contractor shall maintain the minimum insurance coverages required by this Contract and ensure that the insurance policy will not be canceled, interrupted or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption or modification.

The Contractor shall add the Authority Member Jurisdictions as additional insureds under their commercial general liability and automobile liability policies. Member Jurisdictions are the Counties of Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery and the City of Baltimore.

Section 413. The Contractor shall not release, other than to the Authority, or publish any information, reports, or documents relating to work performed under this Contract without the express prior written consent of the Contract Officer except for information, reports or documents already in the public domain, already in possession of the Contractor, received from a third party with a right to disclose such information or required to be disclosed by operation of law.

The Contractor has a special duty to the Authority to maintain confidentiality of documents, information and records that come under the Contractor's control. The Contractor shall refer to the Contract Officer any and all requests for information from persons other than employees of the Contractor, the Authority Member Jurisdictions, or employees of the Authority.

Section 414. The Contractor shall make all reasonable efforts to have editing and clerical work performed by administrative staff and not by engineers and scientists, when possible to reduce costs to the Member Jurisdictions. The Contractor shall not charge for internal copies of documents, or the mailing of internal documents, without the previous written approval of the Contract Officer. The Contractor will prepare all documents, spreadsheets, schedules, and presentation material in a format that allows for electronic review (compatible with Microsoft Word, Excel, Project, PowerPoint, and Access).

When selecting products or services to be reimbursed as expenses, the Contractor shall make efforts to ensure cost effective decisions are made. For example, use USPS mail rather than overnight delivery when the schedule allows. Schedule travel using cost effective modes of transportation. The Contractor shall endeavor to schedule travel for all Authority work to coincide with other Contractor travel in order to split travel costs, when possible.

Section 415. The Contractor acknowledges that the Authority may award more than one Contract to perform the services in Section 101. The Contractor understands and acknowledges that it has no assurance or guarantee of any minimum amount or type of work under this Contract. The Authority shall have the sole discretion to determine which firm shall be designated to handle a particular matter.

Section 416. The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and will take such action necessary to remain so qualified.

B. It is not in arrears with respect to the payment of any moneys due and owing the State, including, but not limited to, the payment of taxes and employee benefits, and it will not become so in arrears during the term of this Contract.

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

C. It shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Contract.

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Section 417. The Contractor agrees that for work performed under this Contract for Montgomery County, Maryland (the “County”), the County may examine the Contractor’s records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under the contract. The Contractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records.

Signatures on next page

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on this _____ day of _____ 2022.

Attest:

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

By: _____

Andrew Kays
Executive Director

Attest:

(Selected Contractor)

By: _____

Title: _____

ATTACHMENT A-1

KEY PERSONNEL

ATTACHMENT A-2

REQUEST FOR APPROVAL OF CHANGE IN KEY PERSONNEL

Date:

From: <name>,<title>,<firm>

_____ (Contractor) hereby requests approval of the Authority to make the following change in Key Personnel.

Key Personnel originally named in Contract:

Proposed Added Key Personnel (attach a brief résumé):

ATTACHMENT B

TYPICAL CONTENT OF INVOICES

Lump Sum Services:

- Brief description of the work performed (to include copies of receipts or invoices for 3rd party services of purchased materials, travel expenses and authorized mailings);
- Milestones or deliverables completed during the period (inclusive of dates delivered);
- Hourly breakdown for the labor portion, showing the rate used for verification of charges;
- A statement to address planned work in the next period; and
- Clarifications if the work deviates from the proposal.

For the final invoice: a statement noting the remainder (if any) of the contract funds and a statement acknowledging that all work is complete and that there are no more outstanding items.

Time and Materials Services:

- Brief description of the work performed by each employee, to include the following:
 - name of employee,
 - title and pay rate,
 - specific tasks and hours for the project,
 - copies of receipts or invoices for 3rd party services of purchased materials, subcontractors and laboratory services, travel expenses and authorized mailings,
 - summary of the per task effort to date (total labor and materials)
- Milestones or deliverables completed during the period; and
- A statement to address planned work in the next period.

For the final invoice: a statement noting the remainder (if any) of the contract funds and a statement acknowledging that all work is complete and that there are no more outstanding items.

Cost Plus Services:

- Brief description of the work performed by employee, to include the following:
 - name of employee,
 - title and pay rate,
 - specific tasks and hours for the project,
 - copies of receipts or invoices for 3rd party services of purchased materials, subcontractors and laboratory services, travel expenses and authorized mailings,
 - summary of the per task effort to date (total labor and materials) AND
 - percentage of the per-task budget consumed to date,
- Milestones or deliverables completed during the period; and
- A statement to address planned work in the next period.

For the final invoice: a statement noting the remainder (if any) of the contract funds and a statement acknowledging that all work is complete and that there are no more outstanding items.

ATTACHMENT C-1

GENERAL FORMAT GUIDELINES FOR THE PRESENTATION OF KEY PROJECTS

Name of Project:	Date Project was completed:
Description of the Project:	
Contact information for the Project Owner (no contractor name allowed):	
Name of the Prime Contractor:	Total Value of the Project:
Was this a publicly advertised and procured contract? Y/N	Total Value of the Offeror's Efforts:
Description of the Offeror's efforts:	
Names of the Offeror's Team on the Project under the referenced contract:	

ATTACHMENT C-2

GENERAL FORMAT GUIDELINES FOR THE PRESENTATION OF TEAM MEMBERS IN KEY PROJECTS:

Category: **XXXXXXXX**

Team Member	Project #1	Project #2	Project #3	Project #4	Project #5

EXAMPLE

Category: Planning Category

Team Member	Project #1	Project #2	Project #3	Project #4	Project #5
A. Lewis	Project Mgr.	Project Mgr.	Project Mgr.	-	-
B. Zen	Financial modeling	-	-	-	-
C. James	Financial modeling	Project Mgr./ Lead Community Meetings	Financial modeling	-	-
D. Michaels	Research benchmarking	-	-	-	Financial modeling
E. Perez	-	GHG Analysis	-	-	-
F. Nettles	-	Collections Contract	-	Collections Contract	-

ATTACHMENT D

CHECKLIST FOR SUBMITTAL/SCORING RUBRIC/PERSONNEL DESCRIPTION

Checklist of items included in the RFP submittal (**failure to submit as described will result in disqualification from consideration under this RFP**):

- Statements of Non-Segregated Facilities, Drug Free Workplace Policy, current Maryland State Department of Assessments and Taxation (MDSDAT) Certificates, MBE/WBE/SBE certifications as applicable, for all firms in the proposal
- Key Projects Form as described in the RFP for each Key Project
- Reference Forms (as sent to the references)
- Letter indicating ability to obtain insurance as required
- Key Personnel Matrix (referencing the Key Projects)
- I/We have reviewed the scoring rubric below

Name of Principal/Member submitting the Proposal_____

Signature of Principal/Member submitting the Proposal_____

Date: _____

Scoring Rubric:

(1) 80% of the final score: For the Evaluation of the Qualifications as Submitted

- **Excellent score is 3**
 - (e.g., the proposal clearly presents an understanding of the requested information, and the representative key projects and proposed staff clearly align with the goals of the section. Firms/Teams that are mostly Prime Contractors should be scored here.)
- **Good score is 2**
 - (e.g., the proposal is mostly clear in the presentation of an understanding of the requested information, and the key projects and proposed staff mostly align with the goals of the section. Firms/Teams that are mostly Prime Contractors should be scored here; excellent Subcontractors can be scored here.)
- **Acceptable score is 1**
 - (e.g., the proposal is somewhat clear in the presentation of an understanding of the requested information, and the key projects and proposed staff somewhat align with the goals of the section.)

Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021

- **Unacceptable score is 0**
 - (e.g., the proposal is incomplete or does not clearly indicate an understanding of the requested information, and the representative key projects and proposed staff do not align with the goals of the section.)

- **If no reference is given score is 0**

(2) 20% of the final score: Pricing considerations and location.

(2)(a) 85% of the composite Pricing and location score is from the rate consideration

Firms/Teams with rates in the lowest quartile score 4

Firms/Teams with rates in the next lowest quartile score 3

Firms/Teams with rates in the second highest quartile score 2

Firms/Teams with rates in the highest quartile score 1

*Rates used will be the average of the (1) most expensive class, (2) the Sr. Project Manager/Engineer class, (3) the Project Manager/Engineer class and (4) the Sr. technician class or their listed equivalents.

(2)(b) 15% of the composite Pricing and location score is from the location consideration

Firms/Teams with greater than 75% of proposed staff in Maryland score 4

Firms/Teams with greater than 50% but less than 75% of proposed staff in Maryland score 3

Firms/Teams with greater than 25% but less than 50% of proposed staff in Maryland score 2

Firms/Teams with greater than 10% but less than 25% of proposed staff in Maryland score 1

Firms/Teams with greater than 0% but less than 10% of proposed staff in Maryland score 0

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

Job Descriptions For Guidance:

Project Principal/Officer/Director	Officer, Owner/Founder, with ability to sign contracts binding the firm, or represent the firm in contract negotiations; may be the responsible employee on a project
Project Manager*	10-plus Years post-graduation from an accredited school with a Bachelor of Science or equivalent degree; may be the responsible employee on a project
Senior Professional/Engineer/Scientist*	10-plus Years post-graduation from an accredited school with a Bachelor of Science or equivalent degree; may be the responsible employee on a project
Project Professional/Engineer/Scientist*	5-9 Years post-graduation from an accredited school with a Bachelor of Science or equivalent degree; works under the limited supervision of an assigned responsible employee on a project
Staff Professional/Engineer/Scientist	0-4 Years post-graduation from an accredited school with a Bachelor of Science or equivalent degree; works under the supervision of an assigned responsible employee on a project
Senior Planner	10-plus Years post-graduation from an accredited school with a Bachelor of Science or equivalent degree; may be the responsible employee on a project
Project Planner	5-9 Years post-graduation from an accredited school with a Bachelor of Science or equivalent degree; works under the limited supervision of an assigned responsible employee on a project
Senior Technician	10-plus Years post-graduation from an accredited school with an Associate's Degree or equivalent degree; works under the limited supervision of an assigned responsible employee on a project
Staff Technician	0-9 Years post-graduation from an accredited school with an Associate's Degree or equivalent degree; works under the supervision of an assigned responsible employee on a project
Resident Project Representative	10-plus Years post-graduation from an accredited school with an Associate's Degree or equivalent degree; works under the supervision of an assigned responsible employee on a project
Field Technician	0-9 Years post-graduation from an accredited school with an Associate's Degree or equivalent degree; works under the supervision of an assigned responsible employee on a project
Support/Clerical Services	Completes routine office tasks like filing, copying, invoice preparation, mailings, etc.
*some projects will require a Maryland Professional Engineer stamp, in the appropriate discipline	

ATTACHMENT E

REFERENCE FORM

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY - CONSULTING SERVICES			
REQUEST FOR QUALIFICATIONS			
REPRESENTATIVE PROJECT INFORMATION AND REFERENCE FORM			
PART A: PROJECT INFORMATION FORM - TO BE FILLED OUT BY OFFEROR/CONTRACTOR			
To:			is applying for
	(NAME OF REFERENCE)	(NAME OF OFFEROR/CONTRACTOR)	
<p>qualification with the Northeast Maryland Waste Disposal Authority in order to propose on oncall engineering services for the certain services. We have chosen you as a reference based on our work on the project identified below.</p> <p>Please complete Part B, Reference of this Form and return both pages to On-Call Engineering Services RFP, Northeast Maryland Waste Disposal Authority, by email to procurement@nmwda.org by [insert date].</p>			
Thank you for your assistance.			
(SIGNATURE)		(DATE)	(FIRM/COMPANY)
(PRINTED NAME)		(ADDRESS)	
(TITLE)			
<u>PROJECT INFORMATION</u>		<u>REPRESENTATIVE PROJECT ID #:</u>	
Project Title:			Bid/Initial Cost: \$
Project Location:			Owner Initiated Changes: \$
Date Completed:			Non-Owner Initiated Changes: \$
Project Description:			Final Cost: \$
Amount of Work Completed by Prime Contractor & Major Subcontractors		List Actual \$ OR % of Total Project Cost	
Prime Contractor:		\$	%
Sub-Contractors:			
1		\$	%
2		\$	%
3		\$	%
4		\$	%
5		\$	%

**Request for Proposals
On-Call Consulting, Engineering, Management & Construction Services
11.23.2021**

PART B: TO BE FILLED OUT BY REFERENCE						
Is the project information on Page 1 correct?						
What was your role in the project?						
Circle the appropriate ratings for each listed factor:		Poor	Below Average	Average	Above Average	Excellent
PROJECT EXECUTION						
Scheduling and Coordination of Work		1	2	3	4	5
Scheduling and Coordination of Subcontractors		1	2	3	4	5
Responsiveness to Changing Conditions		1	2	3	4	5
Time to Complete Project		1	2	3	4	5
Project Closeout		1	2	3	4	5
Professionalism/Courtesy		1	2	3	4	5
QUALITY						
Ability to Perform		1	2	3	4	5
Accuracy and Quality of Documentation		1	2	3	4	5
Overall Quality of Work		1	2	3	4	5
Quality of Subcontractors		1	2	3	4	5
TOTAL RATING (sum of points above): _____						
Note: A perfect score on this evaluation is 50 points. Below 25 is unacceptable.						
Would you recommend the Contractor to other entities to perform similar work?					YES	NO
GENERAL COMMENTS (Your comments are greatly appreciated):						
Based on my knowledge of the aforementioned firm, I have evaluated their performance for the referenced construction project and rated them in comparison to other contractors performing similar work. I have included in the General Comments section additional information regarding this firm, which may be of assistance in evaluating the quality of their work. It is my understanding that all the above information supplied here shall be considered STRICTLY CONFIDENTIAL .						
(SIGNATURE)			(FIRM)			
(PRINTED NAME)			(ADDRESS)			
(DATE)			(CITY, STATE, ZIP CODE)			
(PHONE NUMBER)			(FAX NUMBER)			