

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**REQUEST**

**FOR**

**PROPOSALS**

**ISSUED BY:**

**NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

**FOR**

**OPERATION AND MAINTENANCE  
OF LANDFILL GAS TO ENERGY FACILITY**

**AT THE**

**MILLERSVILLE LANDFILL AND RESOURCE RECOVERY FACILITY**

**On behalf of  
ANNE ARUNDEL COUNTY, MARYLAND**

**November 8, 2021**

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**REQUEST FOR PROPOSALS  
FOR OPERATION AND MAINTENANCE OF A LANDFILL GAS TO ENERGY FACILITY  
AT THE MILLERSVILLE LANDFILL AND RESOURCE RECOVERY FACILITY  
IN ANNE ARUNDEL COUNTY, MD**

**THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

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**Proposal Due Date: January 13, 2022  
Proposal Due Time: 4:00 p.m. local time**

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AT THE MILLERSVILLE LANDFILL AND RESOURCE RECOVERY FACILITY  
IN ANNE ARUNDEL COUNTY, MD  
BY  
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

The Northeast Maryland Waste Disposal Authority (the "Authority") is requesting proposals from companies who are qualified to operate and maintain a landfill gas to energy facility at the Millersville Landfill and Resource Recovery Facility in Anne Arundel County, Maryland.

Base Proposal services (Option 1) requested under this Request for Proposals (RFP) will commence on June 22, 2022 and end June 30, 2023 with up to nine (9) one (1) year renewals available at the Authority's sole discretion. The RFP allows proposers to submit an alternate proposal (Option 2) as well.

The Authority is a public corporation established by Title 3, Subtitle 9 of the Natural Resources Article of the Annotated Code of Maryland ("Maryland Code") 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](http://www.nmwda.org).

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

Northeast Maryland Waste Disposal Authority  
Tower II – Suite 402  
100 South Charles Street  
Baltimore, MD 21201-3330

**The proposal due date is 4:00 p.m. (local time) on Thursday, January 13, 2022.**

Please complete the attached form to continue to receive updates related to this RFP.

Andrew Kays, Executive Director

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**PROPOSER'S CONTACT INFORMATION FORM**

(1<sup>st</sup>) Name: \_\_\_\_\_

Title: \_\_\_\_\_

(2<sup>nd</sup>) Name: \_\_\_\_\_  
*(optional)*

Title: \_\_\_\_\_  
*(optional)*

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail (1<sup>st</sup>): \_\_\_\_\_

E-mail (2<sup>nd</sup>): \_\_\_\_\_

Please e-mail completed form to [procurement@nmwda.org](mailto:procurement@nmwda.org).

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**REQUEST FOR PROPOSALS**

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

**PART I - PROPOSAL INFORMATION**

**1.1 PURPOSE:**

The purpose of this Request for Proposals (“RFP”) is to select a firm that will enter into an operations and maintenance agreement with the Northeast Maryland Waste Disposal Authority to operate and maintain the landfill gas to energy facility at the Millersville Landfill and Resource Recovery Facility located at 389 Burns Crossing Road in Severn, Anne Arundel County (“the County”), Maryland. The landfill gas to energy facility has a nameplate capacity of 3.2 MW. The selected Proposer will not be responsible for maintaining the existing gas collection system.

The Authority is not guaranteeing any maximum or minimum quantity or quality of landfill gas now or in the future. Data is provided for information purposes only. Attached as Exhibit A are historical and future waste placement information for review. Proposers are expected to perform their own landfill gas analyses for the Project.

**1.2 CONTACT PERSON:**

Any communication regarding this RFP must be made in writing via email to [procurement@nmwda.org](mailto:procurement@nmwda.org). Prior to award of this contract, Proposers should not initiate any communications related to this project with employees or local elected officials of Anne Arundel County or any Authority member jurisdiction.

**1.3 SITE TOUR:**

The Authority will allow for tours of the landfill gas to energy facility by appointment only. Interested vendors shall request an appointment through the Authority’s email at [procurement@nmwda.org](mailto:procurement@nmwda.org) by November 30, 2021.

**1.4 WRITTEN QUESTIONS:**

Prospective Proposers may submit written questions via email at [procurement@nmwda.org](mailto:procurement@nmwda.org). The Authority will endeavor to respond in writing to requests for information submitted by **4:00 p.m. local time, December 10, 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 will be posted, in the form of addenda, on the Authority’s website (<https://www.nmwda.org/procurement-opportunities/>) and emailed to all prospective Proposers who submitted the Proposer’s Contact Information Form provided with the RFP. Only answers issued by written addenda will be binding on the Authority.

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## 1.5 AMENDMENT OR CANCELLATION OF THIS RFP:

If this RFP requires amendment, written notice of the amendment will be given to all prospective Proposers who requested a copy of this RFP or who submitted the Proposer's Contact Information Form. Receipt of amendments must be acknowledged in writing by prospective Proposers to the Authority via email to [procurement@nmwda.org](mailto:procurement@nmwda.org). 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 and Anne Arundel County, Maryland to do so.

## 1.6 SUBMISSION REQUIREMENTS:

Each Proposer shall submit an electronic copy of the proposal via email to [procurement@nmwda.org](mailto:procurement@nmwda.org) with the subject line Operations and Maintenance of the Millersville Landfill Gas to Energy Facility as well as three printed copies (double-sided and on recycled paper) and a complete copy on a USB flash drive. The Proposal shall be submitted to:

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

The electronic copy of the Proposal must be submitted on or before **4:00 p.m. (local time) on Thursday, January 13, 2022** (the "Closing Date"). The hardcopy submittals must be received at the address above no later than three (3) business days past the due date of the email submission.

The following items must be included in the proposal in order to be considered a complete Proposal.

- 1) Price Proposal Form from Exhibit B
- 2) Proposal Bond as described in Section 1.11 and evidence of the ability to obtain a performance bond per the Draft Operations and Maintenance Agreement
- 3) A detailed description of how the proposer will perform the work including the identification of any work performed by any outside contractor, company, or entity not directly associated with Proposer's firm
- 4) A Maintenance Schedule as described in Section 3.1.1
- 4) A description of the qualifications and references as described in Section 3.2
- 5) Plan for environmental monitoring and compliance

## 1.7 DISCLOSURE:

Proposals submitted in response to this RFP are subject to the Maryland Public Information Act. Proposers should identify those portions of their proposals that they consider to contain confidential, proprietary commercial information, or trade secrets. Proposers 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 Proposer in

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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.

### **1.8 INCURRED EXPENSES:**

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

### **1.9 PARTIES TO THE AGREEMENT AND ACCEPTANCE OF TERMS:**

The Operations and Maintenance Service Agreement to be entered into as a result of this RFP (the "Agreement" or the "Contract") will be by and between the Proposer as Contractor (the "Contractor") and the Authority. The Draft Agreement is set forth in Exhibit E. By submitting a proposal in response to this RFP, the Proposer agrees to accept the terms of the Agreement. **Any proposed exceptions to the terms of the Agreement must be submitted in writing on or before 4:00 p.m. December 10, 2021 via email to the Authority at [procurement@nmwda.org](mailto:procurement@nmwda.org).** If the Authority decides to make any changes in the terms of the Agreement in response to proposed exceptions, all such changes will be distributed to potential Proposers via addendum issued prior to the proposal submission date. A proposal that proposes or requires changes to the Authority's Agreement that were not raised prior to submission may be rejected without further evaluation. The Authority may, during the negotiation process, negotiate changes to the terms of the Agreement, but is not required to do so, and Proposers should not assume that they will have the opportunity to do so but should identify proposed exceptions to the Authority in advance of submitting their proposals.

### **1.10 PROCUREMENT REGULATIONS:**

This RFP, and any contract entered into as a result thereof, are not subject to the provisions of the State Finance and Procurement Article of the Maryland Code, but are governed by Section 3-921 of the Natural Resources Article and by COMAR 14.13.01.

### **1.11 BONDING:**

Each proposal must be accompanied by a proposal bond or other form of surety acceptable to the Authority, such as a letter of credit, in the amount of **\$70,000** valid for a period of at least 120 days from the proposal Closing Date, from a corporate surety company legally authorized to do business in the State of Maryland. No proposal may be withdrawn 120 days after the Closing Date. Each Proposer must provide evidence of the ability to obtain the performance bond in the amount required by the Agreement in its proposal.

If the Proposer withdraws its proposal after the proposal Closing Date, fails to negotiate in good faith, or if, after the Authority and the Proposer agree on the terms of the negotiated Agreement, the Proposer fails to execute the negotiated Agreement, the amount of the proposal bond will be forfeited and retained by the Authority as liquidated damages. By submitting a proposal, each Proposer agrees that **\$70,000** of the proposed project cost constitutes a reasonable measure of the damages suffered by the Authority from the events described in this paragraph.

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The Contractor must be able to obtain a performance bond upon signing of the Agreement equal to the value of one year of services. Each proposal must include evidence of the Proposer's ability to obtain a performance bond per the Agreement. This may be a letter of interest in providing the bond from a qualified company.

## **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 shall be by and between the Proposer as Contractor (the "Contractor") and the Authority.

### **2.2 CONTRACT TERM:**

The Contract term under the base proposal shall commence on June 22, 2022 and, unless renewed by the Authority, shall end June 30, 2023. At the sole option of the Authority, the Contract may be renewed for up to nine (9) additional one-year terms.

### **2.3 INSURANCE:**

The Contractor must have or be willing to obtain insurance with the minimum terms as shown in the Agreement. If the Contractor does not currently have the minimum insurance required, the Contractor must, at its own cost, obtain such insurance and provide verification of required coverages and limits, prior to the signing of the Agreement.

### **2.4 COMPENSATION AND METHOD OF PAYMENT:**

The Agreement will provide in part that:

- A. The Contractor will be paid for services performed from time to time, but not more frequently than monthly, out of funds appropriated or otherwise made available for such payment.
- B. The Contractor will invoice the Authority for the Service Fee. The Service Fee is the sum of the Operations and Maintenance Fee, any approved Pass through Costs (those costs approved in writing, in advance of incurring the costs, by the Authority and/or County), and the Contractor's Availability Bonus/Penalty per Exhibit E to the Draft Operations and Maintenance Agreement (Exhibit E). An alternative payment formula may be offered in the Proposer's response to the RFP under the alternative proposal (Option 2).

### **2.5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:**

Proposers must comply with all applicable federal, state and local laws and regulations pertaining to non-discrimination and equal employment opportunity.

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## PART III – SCOPE, QUALIFICATIONS AND PRICING

### 3.1 SCOPE:

The scope of service for this project includes, but is not limited to the operation and maintenance of the landfill gas to energy facility at the Millersville Landfill and Resource Recovery Facility (“the Facility”) per the Operations and Maintenance Service Agreement. Management of landfill gas through the Facility must be continuous, 365 days a year, 24 hours per day, with the sole exception of brief interruptions of landfill gas management for required maintenance items. The Contractor will assume full responsibility for the safe and environmentally sound management of landfill gas through the Facility in accordance with all applicable laws and regulations. Under the terms of the proposed Agreement (Exhibit E), the Contractor shall perform all permitting, reporting, operation and maintenance services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Agreement.

(“Base Proposal”): The Proposer must propose a monthly service fee to cover all services required per the Agreement. Any requests to exclude certain items from the scope of work and specifications under this base proposal or base service fee must be submitted in writing per Section 1.9 of this RFP.

(“Alternate Proposal” or “Option 2”) The Proposer also has the option and is encouraged to provide an alternate proposal for consideration which may or may not be accepted and/or approved by the Authority. This alternate proposal includes, but is not limited to, incentives for the Contractor to operate efficiently, potential revenue sharing from electric generation, Facility improvements (to building, equipment, or controls), and potential expansion of Facility (e.g., additional generator(s)) based on gas generation and capture projections, the condition of the landfill gas collection and recovery system and well field, etc.). The total contract term (including any renewal options, which must be at the sole discretion of the Authority) of the Alternate Proposal shall not exceed ten years through June 30, 2032.

The Authority and County will retain ownership of and all revenues from the sale of energy, capacity, renewable energy credits, emissions offsets, or other attributes associated with the renewable certification of the facilities, under the Base Proposal.

A brief history and description of the Millersville Landfill and Resource Recovery Facility is provided under Exhibit B of the draft service agreement.

The existing landfill gas to energy facility consists of a gas treatment process and two (2) Caterpillar model G3520C generator sets with a total combined nameplate capacity of 3.2 MW. The generator sets each consist of a spark-ignition reciprocating internal combustion engine attached to an electricity-generating unit. Landfill gas collected from the gas collection and control system of the landfill is routed to the Facility during the Facility operation. Excess LFG not routed to the Facility is controlled by one or both of the landfill’s flares, which consist of a utility flare and an enclosed ground flare.

The County will maintain the landfill gas collection and recovery system, including all wells, horizontal collectors, piping, condensate traps (including removal and proper disposal of condensate), valves, connections and other components, the blower system, electrical

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panels, control systems, flares and any other equipment and components making up the landfill gas collection and recovery system. The Contractor will maintain and operate the Facility and all associated components to the Facility, including the integration and interface with the blower system and flare station.

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The Contractor must perform routine inspections and preventive maintenance on the Facility, including all systems and associated components, so the Facility remains in good operating condition. Equipment or parts showing signs of significant wear or otherwise in poor condition must be replaced prior to failure. These inspections, the assessments of each inspection and all preventative maintenance must be documented.

The Contractor will be responsible for the management of condensate generated by the Facility. Condensate may be tendered to the County at the Millersville Landfill for pre-treatment and discharge in accordance with the County's existing wastewater discharge permit.

Condensate metering capability is provided onsite. Condensate will be discharged to the County at no cost to the Contractor. The County reserves the right to require the Contractor to transport and dispose of condensate at a permitted off-site facility. Direct cost for off-site disposal shall be reimbursed by the County.

The Contractor will cooperate with the County if an emergency or a collection and control system malfunction requires the shutdown of the Facility.

The Contractor will assume full responsibility for the continuous management of landfill gas through the Facility throughout the term of the contract (including any renewal terms) and provide necessary staffing, resources and equipment to assure full compliance with applicable regulations for the safe and environmentally responsible management of the Facility. In the event the Facility is not operational, the system is integrated such that the flare station automatically begins operating and managing the landfill gas. Should any situation arise where the landfill gas is not appropriately managed or controlled, the Contractor must immediately alert appropriate County contacts (to be specified in the Agreement). In such situations, the Contractor must mobilize whatever resources are necessary to restore proper management of the Facility within 24 hours. The Contractor is responsible for the costs of emergency repairs with the sole exceptions of a Force Majeure as defined in the Agreement.

### **3.1.1 MAINTENANCE SCHEDULE:**

The Contractor must develop and maintain a project maintenance schedule for the Facility that provides for the continuous management of landfill gas throughout the contract term. In the event the Contractor fails to maintain equipment in accordance with the schedule, the Contractor must provide the County and the Authority with documentation demonstrating that corrective measures have been taken to maintain the Facility appropriately. The Authority reserves the right to terminate in accordance with the termination provisions of the contract for delays within the Contractor's control or for failure to perform.

Exhibit C includes a history of significant maintenance performed at the Facility.

Anne Arundel County also contracts with a third party to audit current operations and maintenance practices at the Facility on an annual basis. Exhibit F includes three years of audit reports.

## **Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility in Anne Arundel County, MD**

The Contractor shall be responsible for routine inspections, preventative maintenance, and repairs of all equipment, operating systems, and ancillary components of the Facility. All costs of inspections, preventative maintenance, and repairs and replacements (unless otherwise stated in RFP) shall be the responsibility of the Contractor and shall be included in Contractor's base service fee.

The following items would constitute a Change in Work and/or Pass Through Cost and shall not be included in the Proposer's base service fee.

- All design, permitting and construction costs related to any equipment upgrades to current Verizon leased legacy circuits and copper telephone lines including the local utility transfer trip
- Replacement of the current engine generator sets
- Replacement of noise attenuation wall
- Costs for offsite disposal of condensate
- Upgrades to Facility building structure
- Equipment upgrades related to new emission controls due to a change in law

### **3.1.2 PERMITS AND COMPLIANCE:**

The Contractor will be responsible for compliance with all rules, regulations, guidelines and industry-standard operating practices for the operation of the Facility, including but not limited to meeting air emission requirements, data collection and reporting. Reporting shall be defined to include reports required by the federal, state and local regulatory compliance agencies. Furthermore, the Contractor will be responsible for maintaining all current permits and obtaining any future necessary permits that may be deemed necessary, reasonable, and/or appropriate by an entity of competent jurisdiction and authority. The Contractor is also responsible for activities including contacting regulatory authorities, preparing permit applications, preparing written responses to review comments from regulatory authorities, and attendance at meetings to identify, discuss, or resolve all issues related to the program and/or the safe operation of the Facility. The County will assist in reviewing County requirements, including restrictions on the use of the landfill site and meeting with community representatives.

### **3.1.3 INTERCONNECTION:**

The Contractor will be responsible for all aspects of the current Interconnection between the Facility, the local utility (Baltimore Gas and Electric (BGE)) and the transmission provider (PJM Interconnection, LLC) including all costs related to the operation and maintenance of the existing interconnection equipment and services. Contractor shall provide and pay the costs for all utility and telecommunication services per the Agreement. Contractor shall provide preventative maintenance for the electrical substation, which includes an annual inspection and cleaning of the equipment.

### **3.1.4 PJM REPORTING:**

The Contractor will be responsible for maintaining all reporting and record keeping as required by PJM. This includes: (1) notification to PJM of planned and forced outages through the eDART and eGADs programs as required; and, (2) assistance with the

## **Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility in Anne Arundel County, MD**

scheduling of the engine/generation units into the day ahead market by the applicable PJM deadline the previous day. PJM reporting requirements can be found in Exhibit M to the Agreement

### **3.1.5 CONTINUITY OF OPERATION:**

The Contractor will cooperate with the County, the Authority and other on-site contractors to assure that there is minimal interference with any other work that may be required to properly maintain the landfill in accordance with all applicable laws and regulations.

The Proposer shall explain how the operation of both flare systems will be coordinated between the Proposer and the County.

### **3.1.6 INSPECTION RIGHTS:**

The Authority, the County, and/or their designees reserve the right to visit the Facility to observe activities. The Authority, the County, and/or their designees reserve the right to bring in qualified personnel to perform any and all testing of the work performed by the Contractor, or to audit the Contractor's operation and maintenance services and records. The Contractor is encouraged to observe and assist with any testing or auditing instituted by the Authority or the County.

### **3.2 QUALIFICATIONS:**

The Proposer must clearly demonstrate to the Authority that it is qualified to provide the required operation and maintenance services for this scope of work. For qualification, the proposer must have at least five years of corporate experience managing landfill gas to energy facilities. The Proposer must have operated similar projects. A description of at least two such projects within the last five years must be included in the proposal including a current reference for each project that the Authority may contact. References must include a verified contact name as well as the company name, address, email, and phone number.

Proposers must provide resumes of key officers, principals, and project team leaders responsible for the following project functions and percent of time committed to this project:

- Project Manager
- Contract Administrator
- Finance Manager
- Equipment procurement and installation
- Construction Management
- Operations
- Maintenance
- Records and Administration

Proposers must include an organization chart providing sufficient detail to indicate the relationship between all personnel for which resumes are included.

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Additionally, Proposers must provide current Maryland State Department of Assessments and Taxation certification that all companies that will perform work on the project are qualified to do business in the State of Maryland or provide information that such companies will be qualified to do business in Maryland prior to the start of the Contract.

### **3.3 PRICE PROPOSAL:**

The Proposer must fill out the price proposal form in Exhibit B in detail for the costs associated with the work. Items to be included in the price proposal are listed on the forms provided. An alternate pricing structure may be provided as (Option 2).

### **3.4 IRREVOCABILITY OF PRICE PROPOSAL:**

The prices 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 proposal prices are proposed by the Proposer. The Authority and/or the County reserve the right to extend the 120-day proposal and price holding period.

### **3.5 PROPOSAL CHECKLIST:**

The completed Proposal Checklist in Exhibit D must be submitted with the Proposal.

## **PART IV – EVALUATION PROCEDURE**

### **4.1 EVALUATION COMMITTEE:**

The evaluation committee (“Evaluation Committee”) is composed of Authority staff, staff from Anne Arundel County, Department of Public Works and their agents, and any other person designated by the Authority.

### **4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:**

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 all proposals, may waive minor irregularities in proposals, may allow a Proposer to correct minor irregularities, and may negotiate with responsible Proposers in any manner deemed necessary to serve the best interests of the Authority. The Authority is not obligated to select the lowest price proposal. All proposals will be evaluated based on the criteria in Section 4.4.

### **4.3 PROCUREMENT METHOD:**

The Authority will employ the method of competitive negotiation to select a single contractor. The Authority reserves the right to make an award based on the initial proposals submitted, without oral presentations or best and final offers.

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If the Executive Director determines that multi-step negotiations are in the best interest of the Authority, the Executive Director will advise Proposers whose proposals are determined to be reasonable susceptible of award as to how such negotiations will be conducted. The Authority may establish a competitive range and may request best and final offers. Proposers whose proposals are not accepted will be so notified in writing.

### **4.4 EVALUATION CONSIDERATIONS:**

The Evaluation Committee will evaluate the proposals on the basis of the following factors, which are listed in order of importance:

- a. Qualifications, experience and references of the Proposer;
- b. Price proposal
- c. Proposer's description of how the work will be performed;
- d. Proposers ability to effectively demonstrate their understanding of the project;
- e. Proposer's ability to perform the work within the designated timeframe identified herein;
- f. Maintenance Schedule;
- g. Completeness of the Proposal.
- h. Emissions compliance history at other projects.

The proposals will be evaluated and ranked by the Evaluation Committee in order of best overall value to the Authority and Anne Arundel County. The Evaluation Committee will make a recommendation for award to the Executive Director of the Authority. The Executive Director will make a recommendation for award to the Authority's Members. Proposers whose proposals are not selected will be so notified in writing.

## **PART V – ADA COMPLIANCE**

### **5.1 ALTERNATIVE FORMS:**

Alternative forms of this RFP will be provided upon request.

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**EXHIBIT A**

**HISTORICAL AND FUTURE LANDFILL WASTE PLACEMENT DATA**

**(attached)**

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**EXHIBIT B**

**PRICE PROPOSAL FORM (REQUIRED)**

**Option 1 (Mandatory Submittal)**

**MONTHLY O&M FEE MILLERSVILLE LANDFILL GAS TO ENERGY PROJECT (Service  
Fee)<sup>1</sup>**

**\$ \_\_\_\_\_**

**Option 2 (Alternate Proposal and/or fee schedule)**

**To be presented by Proposer**

**<sup>1</sup> The Service Fee shall be adjusted per Section 6.1 of the Agreement  
The Service Fee will be prorated for the month of June 2022**

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**EXHIBIT C**

**SIGNIFICANT MAINTENANCE**

**(attached)**

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**EXHIBIT D**

**PROPOSAL CHECKLIST**

- 1. \_\_\_\_\_ (name of Firm) submits this proposal in response to the Request for Proposal for Operations and Maintenance of Millersville Landfill and Resource Recovery Facility Gas to Energy Facility
- 2. \_\_\_\_\_ (Corporate Officer) certify that I have read the RFP and reviewed the Draft Operations and Maintenance Service Agreement and [Name of Company]\_\_\_\_\_takes no exceptions.\_\_\_\_\_ (initials);
- 3. The Firm's proposal contains the following items:
  - Transmittal Letter / Cover Letter;
  - Proposal Bond as required per Section 1.11;
  - Letter from a Surety stating that the Company will be able to obtain a Performance Bond as required by Section 1.11;
  - Price Proposal submitted on the form provided in Exhibit B;
  - Acknowledgement of Receipt of all Addenda issued prior to proposal submission;
  - A detailed description of how the Proposer will perform the work
  - A Maintenance Schedule as described in Section 3.1.1
  - A description of the qualifications (including project descriptions, resumes, organization chart, Maryland State Department of Assessments and Taxation certification) and references as described in Section 3.2

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**EXHIBIT E**

**DRAFT OPERATIONS AND MAINTENANCE AGREEMENT**

**(attached)**

**Request for Proposals for Operation and Maintenance of Landfill Gas to Energy Facility  
in Anne Arundel County, MD**

**EXHIBIT F**

**OPERATIONS AND MAINTENANCE AUDIT REPORTS**

**(attached)**