



MONTGOMERY COUNTY MARYLAND
SOLICITATION ADDENDUM #6
Water Quality Improvement Credits
RFP #1070436

January 17, 2017

PAGE 1 of 1
FOR THE PROCUREMENT OF: Water Quality Improvement Credits

ALL SOLICITATION ADDENDUMS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN ADDENDUM MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF ADDENDUM:

1. Provides clarification:

Addendum 4, Attachment A, question 1 is: Will stormwater facilities within the County's RFP Area identified at http://arcg.is/2dCN0wN be able to take credit for untreated or inadequately treated impervious acres outside of the RFP Area?

DEP's response to this specific question is: No, stormwater facilities capturing untreated or inadequately treated impervious acres outside the RFP area are not eligible. As in the response to Addendum 3, question 3, projects on land that do not treat any County MS4 impervious surfaces will not be considered as part of this RFP. The Offeror must indicate the amount of the County's MS4 uncontrolled impervious area to be treated in its proposal.

CLARIFICATION: In the context of the answer to this question, ineligibility does not relate to the location of the stormwater facility, but does relate to the ability to take credit for untreated or inadequate treated impervious acres outside of the RFP area. Regardless of the location of a suitable (meets all other criteria of the RFP) Stormwater facilities, only credit can be taken for treatment of untreated or inadequately treated impervious acres within the RFP area. Also, for further information, please see responses to previous addenda, including Addendum 5, question 3 and Addendum 3, question 3.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUMS" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THERE ARE NO CHANGES TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFER.

ISSUED BY: [Signature]
Cherri Branson, Director
Office of Procurement

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____



MONTGOMERY COUNTY MARYLAND
SOLICITATION ADDENDUM #5
Water Quality Improvement Credits
RFP #1070436

January 9, 2017

PAGE 1 of 7
FOR THE PROCUREMENT OF: Water Quality Improvement Credits

ALL SOLICITATION ADDENDUMS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN ADDENDUM MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF ADDENDUM:

- 1. Responds to additional questions received, and adds related information included as Attachment I (Pages I.1-I.4).
2. Revises Table of Contents Page to include new Attachment I. Delete Page 3. Replace with Page 3, Revised by Addendum 5.
3. Adds two new sites to list of sites not treated to maximum extent possible located at www.montgomerycountymd.gov/DEP/Procurement/1070436_WQIC_Addendum2Links.html.

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUMS" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THERE ARE NO CHANGES TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFER.

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Cherri Branson, Director
Office of Procurement

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____

QUESTIONS AND RESPONSES

1. Are we to assume BMPs within the RFP area currently receive no water quality credits? If this is not the case, can you please provide existing credits that the County currently claims by BMP type and year built.

DEP RESPONSE: Yes, under the following conditions:

- The RFP map represents a snapshot of facilities for which we have received credit as of a certain point in time.
- DEP is continually processing data associated with existing facilities within the RFP area which may result in the County's receiving additional water quality credits. These facilities (facilities/BMPs) are not eligible under this RFP.
- Attachment I is being provided as an additional resource to assist in determining the eligible facilities as Projects under this RFP.

2. Can the County please provide a list of all Asset Numbers for facilities that the County has completed or is currently in the design process for retrofitting?

DEP RESPONSE: No, we cannot provide a list of all asset numbers for facilities that the County has completed or is currently in the design process for retrofitting. If the purpose of this question is to ascertain whether specific facilities are good candidates for proposal projects, the Offeror may determine eligibility using the same process as identified in the DEP response to question 1.

3. In reviewing DEP's response to Question #3 on Addendum #3, in addition to park land, do DEP's statements in this response also apply to projects located on privately owned land on which a conservation easement (or similar access agreement) can be secured?

DEP RESPONSE: Yes, such a project may be eligible if a conservation easement or similar access agreement that allows the County representatives to ingress/egress for inspection, maintenance and monitoring based on the response to question 3 of Addendum #3, is secured.

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TABLE OF CONTENTS

1. ACKNOWLEDGMENT 5
2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS..... 5
3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS..... 5
4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES 6
5. SECTION B - SCOPE OF SERVICES:..... 13
6. SECTION C - PERFORMANCE PERIOD 16
7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA 16
8. SECTION E - SUBMISSIONS 21
9. SECTION F - COMPENSATION 22
10. SECTION G - CONTRACT ADMINISTRATOR 23
11. SECTION H - SPECIAL TERMS AND CONDITIONS..... 23
12. SECTION I - ETHICS 23
13. SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY &
CONTRACTOR..... 25

Attachments

A. References..... A1
B. Cost and Price Requirements..... B1
C. Mandatory Insurance Requirements..... C1
D. Green Infrastructure Definitions..... D1
E. Sample Contract E1
F. Vendor Registration Sample..... F1
G. Verification of Maryland Department of Assessments and Taxation (SDAT) Sample..... G1
H. Pond Upgrade Standards H1
I. Determining Eligibility Of Stormwater Facilities I.1

ATTACHMENT I

DETERMINING ELIGIBILITY OF STORMWATER FACILITIES

Using the criteria below, Offerors may determine the eligibility of BMP/Stormwater facilities:

- 1) Special Protection Areas (SPA) – A new layer has been added to the RFP map which depicts the SPA within the County. Existing Stormwater facilities within the SPA are ineligible as projects under the RFP as the County is pursuing water quality credits for them. Areas with no existing stormwater facilities/BMPs may be assumed as opportunities for this RFP.
- 2) For areas outside of the SPA –
 - a. Areas with no existing stormwater facilities/BMPs may be assumed as opportunities for this RFP.
 - b. For existing facilities: The process used for determining facility/BMPs water quality credit is described in an excerpt from “Montgomery County’s 2010-2015 MS4 Watershed Restoration Achievement” included as page I.2 and I.3 of this Attachment. The complete document may be found online: <https://www.montgomerycountymd.gov/DEP/Resources/Files/downloads/water-reports/npdes/MoCo-RestorationAchievements-080715REV2.pdf> (PDF Pages 24 and 25).

Using the process described within this document, Offerors may assess the status of existing facilities in the RFP area, by applying Era coding and BMP coding. The table below depicts the relationship between the coding to determine which existing facilities may receive water quality credit. The BMP codes and ERA codes needed to analyze the facility status are as follows:

- BMP code: USE **General BMP Coding January 5, 2017** (Attachment I, page I.4)
- Era code: use the Approval date for each facility provided on the RFP Map

Facilities which fall in the “yes” category are ineligible as projects under the RFP as the County is already pursuing water quality credits for them. Those facilities which are “no” in the table below are to be assumed as opportunities for this RFP.

Table 1: Credited Facility Coding

		Era Code			
		0 (Blank)	1 (Pre1986)	2 (1986-2002)	3 (Post2002)
BMP Code	0	No	No	No	Yes
	1	No	No	No	Yes
	2	No	No	No	Yes
	3	No	No	Yes	Yes
	4	Yes	Yes	Yes	Yes

Crediting BMPs towards Controlling Impervious Cover Treated Coding

The first key element in meeting the objectives of the Implementation Plan Guidance Document was developing a BMP coding and crediting system. Prepared as part of the Implementation Plan Guidance Document in 2010, the BMP classification system was developed based on performance rated by runoff reduction and pollutant removal. Five performance levels from Code 0 to Code 4 were established as shown in Table B.1. These codes were assigned based on literature review. The literature review is available in Table B.19 of Appendix B of the Implementation Plan Guidance Document.

Table B.1 Performance Code Classification of Existing County Stormwater Facilities

Performance Code	
Code 0	Pretreatment Practices
Code 1	Non-performing BMPs: no runoff reduction and no long term pollutant removal
Code 2	Under-performing BMPs: limited runoff reduction and low pollutant removal
Code 3	Effective BMPs: no runoff reduction but moderate to high pollutant removal
Code 4	ESD BMPs: high runoff reduction and moderate to high pollutant removal

Permit approval date (Era Code) ties the type of facility to the level of treatment based on design requirements at the time the permit was approved, and was also considered when assigning reduction and removal rates. Four era codes were established as shown in Table B.2.

Table B.2 Era Code Classification of Existing County Stormwater Facilities

Era Code	
Era 0	Permit approval date is unknown.
Era 1	Pre-1986: Era 1 facilities were among the oldest, with designs that did not meet the Maryland Stormwater Law of 1984 for detention and peak reduction.
Era 2	1986-2002: Facilities from Era 2 had improved water quality requirements than the older facilities.
Era 3	Post-2002 (2003-2009): Facilities from Era 3 were built to more stringent water quality and channel protection requirements in the 2000 edition of the Maryland Stormwater Manual and were considered treated to the MEP.

The result of the performance and era code classification is the matrix shown in Figure B-3. Each BMP was classified by performance and era, and based on those results the drainage area of the BMP was either credited towards controlled impervious cover, or the BMP was considered a possible retrofit opportunity. The most cost-effective retrofit opportunities were identified as Era 1 and Era 2 BMPs with large drainage areas (i.e., dry ponds and extended detention dry ponds). Appendix A.1 provides additional documentation supporting the classification of Code 3 BMPs from Era 2 as meeting the MEP criteria and eligible for credit.

		DESIGN ERA			
		ERA 0	ERA 1	ERA 2	ERA 3
PERFORMANCE CODE	CODE 0				
	CODE 1	NO CREDIT, RETROFIT OPPORTUNITY			
	CODE 2				
	CODE 3				
	CODE 4			CREDIT OPPORTUNITY	

Figure B-3 BMP Classification Coding Matrix

Shortly after the completed Implementation Plan Guidance Document was released in April 2010, MDE published its *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated, Guidance for National Pollutant Discharge Elimination System Stormwater Permits, June (Draft) 2011* (the MDE 2011 Draft Guidance Document). In the MDE 2011 Draft Guidance Document, BMPs that provided treatment for the runoff generated by one inch of rainfall and pre-2002 detention facilities that could delay one inch of rainfall over 24 hours could be credited as MEP treatments. The draft also provided credits for non-structural practices such as street sweeping and tree planting and impervious acre credits calculated by per linear foot for stream restoration projects. MDE published its *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated, Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014* (the MDE 2014 Final Guidance Document) six months before the end of the County's third generation MS4 permit cycle. The Implementation Plan Guidance Document was not formally revised in response to the MDE changes, but DEP did adapt the appropriate practices in accounting for pollutant reduction and impervious area credits.

Third Generation MS4 Permit Area and Impervious Cover

The second key element in meeting the objectives of the Strategy Guidance Document was establishing the area of impervious cover controlled to the MEP by the end of 2009, which represents the County's starting condition for the third generation MS4 permit watershed restoration requirement.

However, prior to calculating the impervious cover controlled to the MEP by the end of 2009, the County area and total impervious cover, both controlled and uncontrolled, subject to the third generation MS4 permit was established. This step required extensive GIS analysis using the County's land cover, impervious areas, BMP locations and drainage areas, and property ownership (public vs private, County vs non-County agencies). Details of the initial process for establishing total impervious area are available in Appendix C of the Implementation Plan Guidance Document. Section C describes the process of establishing the 2009 controlled impervious cover and the restoration requirement.

Areas excluded from the calculation of the impervious areas included forests, rural and agriculturally zoned areas, and those properties owned by Federal, State, and other non-County agencies such as Maryland National Capital Parks and Planning Commission (M-NCPPC) and Washington Suburban Sanitary Commission. Figure B-4 shown below illustrates the MS4 Permit areas and excluded areas and Table B.3 provides the numerical breakdown.

General BMP Coding of Montgomery County BMP Database as of January 5, 2017	
Performance Code	Structure Type ¹
Code 0: Pretreatment BMPs² Not intended to provide runoff reduction or significant pollutant removal	Baysaver (BAYSAV), BaySeparator-Flowsplitter (BSFS), Crystalstream (CS), Downstream Defender (DSD), Vortechincs (VORTEC), Oil/grit separator (SEP), Stormcepter (STC), Flowsplitter (FS), Flow splitter, underground (FSU), V2B1 (V2B1), Vegetated Pool (VP), Aquaswirl (AQSW), Levee (LEVEE), Snout (SNOUT), Vortsentry (VORTSENT), Water Quality Inlet (WQI), CDS – Contech CDS System
Code 1: Non-performing BMPs Detention or other practices with no runoff reduction and no long term pollutant removal	Pond-dry quantity control (PDQN), Underground detention (UG), Underground with stone bottom (UGINF), Pond-dry quantity control and extended detention (PDQNE), ST - StormTrap
Code 2: Underperforming BMPs No runoff reduction and low pollutant removal	BayFilter (BF), Pond-dry quantity control and sand filter base (PDQNSF), Pond-infiltration basin quality control (PDIB), Pond-infiltration basin quantity control (PDIBQN), Stormfilter (STFIL), Aquafilter (AQFIL)
Code 3: Effective BMPs³ Limited runoff reduction but moderate to high pollutant removal	Pond-wet quantity control and extended detention (PDWTED), Sand filter (SF), Sand filter quantity control (SFQN), Oil/grit separator and sand filter (SEPSF), Sand filter underground (SFU), Pond-wetland (PDWD), Pond-wetland with extended detention (PDWDED), Pond-wet quality and quantity control (PDWT), Shallow wetland (SWD)
Code 4: ESD BMPs High runoff reduction and moderate to high pollutant removal	Dry swale (DS), Bioretention quality control (BR), Bioretention quantity control (BRQN), Bioretention with Rainstore (BR-RS), Bioswale (BS), Cistern (CISTERN), Dry Well (DW), Green Roof (GROOF), Infiltration trench quality control (INF), Infiltration berm (INFBERM), Infiltrator (INFIL), Infiltration trench quality and quantity control (INFQN), Infiltration trench quality control underground (INFU), Infiltration trench quality and quantity control buried non-surface fed (INFUQN), Landscape Infiltration (LANDINF), Micro-Bioretention (MBR), Micro-Infiltration Trench (MINF), Porous Pavement (PP), Peat sand filter (PSF), Rainbarrel (RBAREL), Rain Garden (RG), Rainstore (RS), Stormchamber (SC), Submerged Gravel Wetland (SGW), Vegetated/Grass swale (SWALE), Tree Box (TB), Tree Box with Infiltration (TB-INF)
¹ Structure type codes as reported in MCDEP 2005-06. ² Stand-alone practices are given Code 2 pollutant removal efficiency. ³ Structure may not always achieve these rates due to poor design, installation and maintenance, and may be down-graded to under-performing based on inspection reports and hydrologic assessment of practice.	



MONTGOMERY COUNTY MARYLAND
SOLICITATION ADDENDUM #4
Water Quality Improvement Credits
RFP #1070436

January 6, 2017

PAGE 1 of 9
FOR THE PROCUREMENT OF: Water Quality Improvement Credits

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DESCRIPTION OF ADDENDUM:

- 1. Responds to additional questions received. (See Attachment A)
2. Revises Table of Contents Page to include new Attachment H. Delete Page 3. Replace with Page 3, Revised by Addendum 4.
3. Revises Web-Links for Documents and Forms (Page 4), to include new resources from Attachment H. Delete Page 4. Replace with Page 4, revised by Addendum 4.
4. Revises Section B, "Background" (page 13) to add standards for Pond upgrade projects to Category A and Category B description. Delete Page 13. Replace with Page 13, revised by Addendum 4.
5. Adds Attachment H, which describes standards under which Pond upgrade projects must be completed.

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUMS" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THERE ARE NO CHANGES TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFER.

ISSUED BY: [Signature]
Cherri Branson, Director
Office of Procurement

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____

QUESTIONS AND RESPONSES

1. Will stormwater facilities within the County's RFP Area identified at <http://arcg.is/2dCN0wN> be able to take credit for untreated or inadequately treated impervious acres outside of the RFP Area?

DEP RESPONSE: No, stormwater facilities capturing untreated or inadequately treated impervious acres outside the RFP area are not eligible. As in the response to Addendum 3, question 3, projects on land that do not treat any County MS4 impervious surfaces will not be considered as part of this RFP. The Offeror must indicate the amount of the County's MS4 uncontrolled impervious area to be treated in its proposal.

2. Is Builders Risk Insurance Required?
3. Will DEP require bonds for construction activities?
4. Will DEP require post construction maintenance bonds?

DEP RESPONSE to Questions 2., 3., 4: No. The County is seeking water quality improvements credits that can be assigned to the County resulting from the comprehensive implementation (including planning, design, permitting and construction) by qualified contractors/developers of new water quality improvement practices. Therefore, the above items are not required for this solicitation.

5. Are exclusions or clarifications allowed with the proposal?

DEP RESPONSE: Offerors are responsible for determining how best to present the project(s) that are the subject of their proposal. Please carefully review Section 7.1.9. Evaluation Criteria, which begins on Page 17; Section D, Method of Award/Evaluation Criteria; and Section E, Submissions. However, Offerors should expect that major exclusions to the intent of the solicitation will not be evaluated favorably by the County.

6. How will additional permit conditions and the related costs be addressed?

DEP RESPONSE: See Sections 5.2.1 and 5.2.6 of the solicitation. The Offeror/Contractor is responsible for all required permits and associated permit costs associated with delivering the proposed Project(s). The Offeror/Contractor is responsible for all risk associated with obtaining required permits. The Offeror/Contractor shall only be compensated for Water Quality Credits as described in Section F of the Contract.

7. How will inspector comments that cause additional costs be addressed?

DEP RESPONSE: The Offeror/Contractor is responsible for all costs associated with complying with inspector comments in order to deliver the proposed Project(s). The Offeror/Contractor is responsible for all risk associated with inspector comments. The Offeror/Contractor shall only be compensated for Water Quality Credits as described in Section F of the Contract.

8. Is wage scale required? Per Montgomery County's website it states that wage scale is required on county financed projects. The offeror is financing not the County.
9. Is wage scale requirements to be used for the duration of this RFP offering?

DEP RESPONSE to Questions 8 and 9: No, wage scale requirements do not apply. As indicated in the solicitation, this is not a Services Contractor and is not a Construction Contract. County's Wage Requirements Law applies to service contracts.

10. Please confirm a 1-year warranty is only required. The general conditions leave it open for a longer period if required.

DEP RESPONSE: A one-year warranty is required. Paragraph 13 of the General Conditions of Contract between County and Contractor specifies that the Contractor must guarantee the work for one year unless a longer period is expressly stated in the solicitation. A longer period is not expressly stated in the solicitation, so the one-year guarantee is applicable.

11. Can the offeror assume existing soils are suitable for use in fill areas and trench backfills?
12. Can the offeror assume existing topsoil is suitable for re-spread?
13. If rock is encountered during excavation, how will additional cost for its removal be addressed?

DEP RESPONSE to 11, 12, and 13: Any assumptions made by the Offeror are completely at the Offeror's risk and are not binding on the County. The County will not provide any additional compensation to the Offeror/Contractor for conditions including soils being different than assumed or for rock encountered. The Offeror/Contractor shall only be compensated for Water Quality Credits as described in Section F of the Contract.

14. If multiple sites for improvements are proposed, can payments be made for each site upon Montgomery County's receipt of MS4 credits for that site?

DEP RESPONSE: Yes. The County will compensate the Offeror/Contractor for Water Quality Credits as described in Section F of the Contract.

15. If conditions encountered during the contract make a site impractical, may another site or sites with equal or greater MS4 credit value be used to replace the impractical site?

DEP RESPONSE: With the County's acceptance, another Project or Projects with equal or greater MS4 credit value can be used to replace an infeasible Project. Any replacement Project(s) shall be compensated at the same cost/impervious acre as defined in the Proposal/Contract, and must be completed by July 1, 2020. The decision to accept or not accept a replacement project shall be at the County's sole discretion. The County will not consider acceptance of a replacement project for justification to extend the required completion date for the project, or obligate the County to compensate for any work to date for the infeasible project. The replacement project must be comparable in terms of life cycle and quality to that of the infeasible project. In accordance with Section F, Compensation, the County will only compensate for work that is complete, has regulatory approvals and has been inspected and certified by DEP for water quality Credit by July 1, 2020. All terms and conditions of the original project will apply.

16. How will scoring of proposals evaluate the cost per acre treated compared to the total impervious acre credits provided within the maximum budget of \$5.1 million? For example, in the following scenarios, based solely upon cost per acre and total impervious acres credited, would you please rank your preferred scenario from highest to lowest?

Please note the example costs are only to help clarify the scoring methodology and are not meant to indicate real values or expected acreage treated.

Scenarios	Total Cost Per Impervious Acre	Total Impervious Acres Credited	Total Contract
Scenario A	\$40,000 / acre	30 acres	\$1.2 million
Scenario B	\$60,000 / acre	40 acres	\$2.4 million
Scenario C	\$70,000 / acre	45 acres	\$3.15 million
Scenario D	\$80,000 / acre	50 acres	\$4.0 million
Scenario E	\$100,000 / acre	51 acres	\$5.1 million

A prerequisite of these scenarios is that there is a limited amount of impervious acres available to treat at each cost per acre price point.

DEP RESPONSE: No, at this point we will not rank the above scenarios, because costs are a component of the evaluation criteria as described in 7.1.9. As stated in the solicitation, the County is seeking cost-effective and cost-efficient proposals. In conjunction with our review of the entire proposal, we will be considering cost proposals based on three factors: cost per acre, total impervious acreage treated and the total contract cost; e.g. more points awarded to: lower cost per acre, higher total impervious acreage treated; and higher total contract costs. Please see Section D for the method of award and evaluation criteria for the full evaluation criteria.

17. If stormwater improvements in the contributing drainage area to the project site are made (or identified and credited) by another party during the contract period, how will that reduction in credit for the offeror be addressed?

DEP RESPONSE: The Contractor shall be compensated, in accordance with Section F of the Contract, for the Water Quality Credits which it provided without consideration of any Credit reduction by a third party.

18. If runoff from Maryland State Highway Administration impervious acreage is treated by a water quality improvement site, can credit be taken for those impervious acres?

DEP RESPONSE: Yes, IF the Contractor is able to negotiate and execute a separate agreement with the Maryland State Highway Administration that would allow the credit to be transferred to the County.

19. What is the process to get to final acceptance of projects?
20. What department or people will be responsible for accepting and approving the completion of projects for payment?

DEP RESPONSE for Questions 19 and 20: The process for accepting the project in order for payment to be made is described in Section F. Compensation.

21. Who is responsible for inspecting erosion and sediment control?

DEP RESPONSE: The Montgomery County Department of Permitting Services is responsible for inspecting erosion and sediment control. The Offeror is responsible for determining which regulatory agencies need to be involved with their projects in order for the work to be complete.

22. Is the prime contractor to provide an independent inspection service or will the county be responsible for inspection services relating to project installation?

DEP RESPONSE: The contractor awarded a contract under this solicitation is responsible for meeting all contract terms, including permit requirements.

23. If you upgrade an existing pond that is not a currently regulated BMP (undefined County asset) to the Maximum Extent Practicable, would the project qualify under this RFP solicitation?

DEP RESPONSE: Yes, the project would qualify under this RFP solicitation. The pond upgrade project must meet all requirements as listed in Attachment H. included in Addendum 4. The Category descriptions in the Scope of Work have been revised in Addendum 4 to include this requirement, and are attached.

24. Should offerors assume that the minimum required maintenance has been or will be performed on stormwater facilities prior to commencing improvements?

DEP RESPONSE: Yes, for stormwater facilities for which DEP has current required structural maintenance responsibilities, Offerors may assume minimum required maintenance has been performed. However, it must be understood that inspections that may identify required maintenance are performed on a triennial basis. The Contractor awarded a contract as a result of this solicitation must allow the County to perform the work under the maintenance easement, and may not request an extension of time due to the County performing the maintenance work. As described in the solicitation in Section F, Compensation, the County will only compensate for work that is completed, has all regulatory approval, and has been inspected and certified by DEP for water quality credit by July 1, 2020.

25. If improvements are proposed for a stormwater facility for which Montgomery County is responsible for structural maintenance, and a structural maintenance issue is identified, how will the structural maintenance issue be addressed?

DEP RESPONSE: DEP will remain responsible for structural maintenance for all facilities in the current program. DEP will continue to carry out its triennial inspection program on those facilities. If the Contractor awarded a contract as a result of this solicitation identifies a structural maintenance issue that must be addressed to ensure completion of the project per contract terms, the Contractor will be responsible for completing the maintenance at their own cost. Also, please see the response to Question 24.

26. Will all maintenance subsequent to the warranty period be performed by the County and/or the owner?

DEP RESPONSE: See Response to Addendum 2, Question 3.

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TABLE OF CONTENTS

1. ACKNOWLEDGMENT 5
2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS 5
3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS..... 5
4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES..... 6
5. SECTION B - SCOPE OF SERVICES: 13
6. SECTION C - PERFORMANCE PERIOD 16
7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA 16
8. SECTION E - SUBMISSIONS..... 21
9. SECTION F - COMPENSATION..... 22
10. SECTION G - CONTRACT ADMINISTRATOR 23
11. SECTION H - SPECIAL TERMS AND CONDITIONS 23
12. SECTION I - ETHICS..... 23
13. SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR..... 25

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H. POND UPGRADE STANDARDS.....H1

Web-links for Documents and Forms:

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
3. MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11. Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12. Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13. Solicitation Postings and Amendments (www.montgomerycountymd.gov/pro/solicitations.html)
14. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)
18. County's Municipal Separate Storm Sewer System (MS4) geography. A map of that area (including untreated or inadequately treated areas) may be found at <http://arcg.is/2dCN0wN>
19. Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014. (MDE Standards Document): <http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/Documents/NPDES%20MS4%20Guidance%20August%2018%202014.pdf>
20. Publicly available property data
 - a. <https://data.montgomerycountymd.gov/Finance-Tax-Property/Real-Property-Tax-2016/uvy4-94zr>
 - b. <https://www2.montgomerycountymd.gov/realpropertytax/default.aspx>
21. The Maryland Stormwater Design Manual, Revised May 2009, http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/MarylandStormwaterDesignManual/Pages/programs/waterprograms/sedimentandstormwater/stormwater_design/index.aspx
22. The NRCS-MD 378 Pond Code Standards and Specifications for Small Pond Design (2000) (Appendix B.1 of the Maryland Stormwater Design Manual), <http://www.mde.state.md.us/programs/Water/DamSafety/PermitProcess/Documents/www.mde.state.md.us/assets/document/damsafety/M378%202000%20Ponds.pdf>
23. The Montgomery County Department of Permitting Services- Stormwater Management Pond Construction Specifications, Revised January 2009, <https://permittingservices.montgomerycountymd.gov/DPS/pdf/StormwaterManagementPondConstructionSpecification.pdf>
24. Embankment Retrofit Design, Maryland Department of the Environment, April 2015, <http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/SedimentandStormwaterHome/Documents/Embankment%20Retrofit%20Policy%202015%20Final.pdf>

5. SECTION B - SCOPE OF SERVICES:

Background: Montgomery County, Maryland, (the "County") through its Department of Environmental Protection (DEP) is responsible for fulfilling the requirements contained within its Municipal Separate Storm Sewer System (MS4) Permit (the "Permit"). The County receives credit under the Permit for treating untreated or inadequately treated impervious acreage, within a specified timeframe. The County is seeking cost-effective proposals for Projects which would result in water quality credits to be assigned to the County upon completion within the required timeframe. Projects are defined in two categories:

Category A: Proposals to treat impervious surface acres, that are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE), "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014" (MDE Standards Document). The treatment must include all work and costs by the vendor including, but not limited to, planning, design, permitting, and construction costs.

Pond upgrade projects must also meet requirements of Attachment H.

Category B: Proposals distinctly for projects defined as green infrastructure best management practices (see Green Infrastructure Definitions, Attachment D, that will treat impervious surface acres, which are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE) "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014". The treatment must include all work and costs by the vendor including but not limited to, planning, design, permitting, and construction costs. **Pond upgrade projects must also meet requirements of Attachment H.**

The County, through the proposal review selection process, shall be the sole arbiter as to whether a proposal meets MDE's water quality credit requirements and/or the County's "green infrastructure best management practices" definition. Please see Method of Award, 7.1.9.

All work must be completed, approved by regulatory agencies, and certified by DEP for credit by July 1, 2020. Proposal cost must not exceed \$5,100,000 for each proposal category.

The County reserves the right to award one contract under each category or not award any contracts under one or both categories. The County reserves the right to issue similar Request for Proposals for additional allocations if in the best interest of the County. If, in any category, proposals received do not meet the written proposal minimum points to qualify for the interview phase (see section 7.1.9), the County reserves the right to transfer the available funding to the alternate category, and select the second highest-ranked proposals in that category. In the circumstance where the same project receives the maximum points in both Category A and B, the County reserves the right to select the next highest-scoring project from either Category as a second project, at its sole discretion.

For the purpose of this solicitation, "Contract" under the Scope of Work refers to the contract awarded as the result of the solicitation. A sample of the Contract that Montgomery County intends on executing as a result of this solicitation is included as Attachment E. Please include a review of this document during the solicitation process.

5.1. Intent

It is the intention of the County to enter into one Contract for each of Category A or Category B Projects to perform the services as outlined in this solicitation, to achieve cost-efficient water quality credits no later than July 1, 2020. It is the intent that the Contractor will perform all treatment work and have it completed, approved by regulatory agencies, and certified by DEP on or before July 1, 2020.

The July 1, 2020, deadline is critical because the County will need to count the certified water quality credits to meet its 2020 MS4 Permit deadline. The County may face economic fines/damages if its 2020 deadline is not met.

ATTACHMENT H

POND UPGRADE STANDARDS

All Pond Upgrade Projects must be in accordance with the following standards:

- The Contractor must meet requirements indicated in the descriptions for Category A and Category B, of solicitation #1070436.
- The Contractor must assure that the project is in compliance with all applicable State and local requirements, including, but not limited to, the following:
 - The Maryland Stormwater Design Manual, Revised May 2009, http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/MarylandStormwaterDesignManual/Pages/programs/waterprograms/sedimentandstormwater/stormwater_design/index.aspx
 - The NRCS-MD 378 Pond Code Standards and Specifications for Small Pond Design (2000) (Appendix B.1 of the Maryland Stormwater Design Manual), <http://www.mde.state.md.us/programs/Water/DamSafety/PermitProcess/Documents/www.mde.state.md.us/assets/document/damsafety/MD378%202000%20Ponds.pdf>
 - The Montgomery County Department of Permitting Services- Stormwater Management Pond Construction Specifications, Revised January 2009, <https://permittingervices.montgomerycountymd.gov/DPS/pdf/StormwaterManagementPondConstructionSpecification.pdf>
 - Embankment Retrofit Design, Maryland Department of the Environment, April 2015, <http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/SedimentandStormwaterHome/Documents/Embankment%20Retrofit%20Policy%202015%20Final.pdf>
- The Contractor must construct the project under all required permits.
- The Contractor must provide to the County an easement and inspection and maintenance agreement executed by the property owner as required by Montgomery County Code Chapter 19-28(b) or (c).
- The Contractor must replace any corrugated metal pipe or brick infrastructure. Slip lining is considered an equivalent to replacement.



OFFICE OF PROCUREMENT

Isiah Leggett
County Executive

Cherri Branson
Director

MONTGOMERY COUNTY MARYLAND
SOLICITATION ADDENDUM #3
Water Quality Improvement Credits
RFP #1070436

PAGE 1 of 4
FOR THE PROCUREMENT OF: Water Quality Improvement Credits

ALL SOLICITATION ADDENDUMS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. **FAILURE TO ACKNOWLEDGE AN ADDENDUM MAY BE CAUSE TO REJECT OFFER.**

DESCRIPTION OF ADDENDUM:

1. Responds to additional questions received (Attachment A).
2. Revised page 14, Section 5.2.2. to clarify that any project that increases the hazard level of a dam will not be permitted. (See response to Question 1)
 - Delete Page 14
 - Replace with Revised Page 14 (attached)
3. Revised Page 13, Background to clarify that in the circumstances where the same project submitted by one Offeror receives the maximum points in both Category A and B, the County reserves the right to select the next highest-scoring project from either Category as a second project, at its sole discretion. (See Response to Question 5)
 - Delete Page 13
 - Replace with Revised Page 13 (attached)

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUMS" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THERE ARE NO CHANGES TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFER.

ISSUED BY: Cherri Branson
Cherri Branson, Director
Office of Procurement

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN:

(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX

www.montgomerycountymd.gov



QUESTIONS AND RESPONSES

1. Will the County allow bidders to propose a pond retrofit for a project that may be classified as a high hazard dam?

DEP RESPONSE: Any retrofit project that increases the hazard level of a dam will not be permitted. Please see revised page 14, Section 5.2.2

2. Please see Amendment 2, response to question 15. Please confirm that the statement “The Offeror may not perform work under an easement or any other access authorization that has been granted to the County” does not preclude a bidder from proposing projects on a property for which the County currently has an easement or maintenance agreement, but rather, the statement means that bidders must secure their own easements or agreements as needed.

DEP RESPONSE: Yes, the response means that the Offeror may not use any easement or any other access authorization granted to the County for performing work. This does not preclude an Offeror from obtaining easement/agreements as needed. Note that evaluation criteria (section 7.1.9) includes the Offeror’s description of plan for obtain easements/agreements, the Offeror is responsible to determine what is required from property owners.

3. Are projects located in areas designated as Parkland eligible for this contract even though they fall outside the designated area?

DEP RESPONSE: Stormwater management projects may be located on land under the jurisdiction of the State of Maryland or the Maryland-National Capital Park and Planning Commission, if they capture the County’s MS4 untreated or inadequately treated impervious surfaces. Projects on such land that do not capture any County MS4 impervious surfaces will not be considered as part of this RFP. The Offeror must indicate the amount of the County’s MS4 uncontrolled impervious area to be treated in its proposal. NOTE, however, that stream restoration projects located on such properties will be considered as part of this RFP. Justification for the need of stream restoration projects must be documented.

4. May bidders offer different project options within 1 proposal?

DEP RESPONSE: No, the Offeror may not submit different options within one proposal. An Offeror must identify a specific project or projects to be evaluated under the RFP evaluation criteria.

5. If a project qualifies under both Category A and Category B, may bidders submit that same project under both categories (via separate proposals)?

*DEP RESPONSE: Yes. Background on the Revised Page 13, included as part of this addendum, clarifies: **In the circumstance where the same project receives the maximum points in both Category A and B, the County reserves the right to select the next highest-scoring project from either Category as a second project, at its sole discretion.***

End of Q&A

5.1. Scope of Services/Specifications/Work Statement

5.2.1 General: The County is seeking water quality improvement credits that can be assigned to the County resulting from the comprehensive implementation by qualified contractors/developers of new water quality improvement practices (including planning, design, permits and construction), achieved by July 1, 2020, in as defined above in Categories A and B. Treatment projects completed before the issuance of this solicitation will not be considered.

5.2.2 Project Sites: Contractor must select only sites that fall on property within the County's Municipal Separate Storm Sewer System (MS4) geography. A map of that area (including untreated or inadequately treated areas) may be found at <http://arcg.is/2dCN0wN>. The Contractor may include multiple sites; however, all sites must be included in the total proposal presented. **Any retrofit project that increases the hazard level of a dam will not be permitted.**

5.2.3 Eligible for Credits: The Contractor must ensure that water quality improvement Projects are eligible for water quality credits for impervious acreage treated consistent with MDE standard documents.

5.2.4 Easements, Agreements and Assignment of Credits: The Contractor must obtain legally binding permanent stormwater easement(s) or an alternative, perpetual agreement(s) to cover the proposed Project that assigns all water quality credits for the Project to the County, and allows the County to perform future inspections and maintenance responsibilities. All such executed documents must be submitted to the County prior to initiation of construction.

5.2.5 The Contractor must not resell or use these credits in any way in relation to another permit requirement, as compensation for another resource, or to satisfy the requirements of any other program. Credits must be for the exclusive use of the County, without limitations.

5.2.6 Permits, Approvals, Insurance: The Contractor, at its own cost, must obtain all necessary County, State, and Federal permits and approvals, licenses, insurances, etc. for all Projects. The Contractor, at its own cost, must obtain all necessary utility permits and approvals, insurances, etc. for all Projects.

5.2.7 Project Maintenance: The County will assume all applicable maintenance responsibility upon completion and certification by the County of a Project.

5.2.8 Performance Schedule, Meetings/Communications:

- a) During the course of the Project, the Contractor must meet quarterly (at a minimum) with the County at the DEP office or at the Project site, at the County's discretion. At the meeting, the Contractor must present any pertinent Project issues including but not limited to: schedule updates, progress reports, easement status, procurement issues, design status and public interaction.
- b) The Contractor must notify the Contract Administrator of any permitting inspections and any public meetings. The County reserves the right to attend.

5.2.9 Records and Project Closeout: The Contractor must maintain in its records all relevant documents including but not limited to: approved drawings, permits and permit documentation, as-built drawings, inspection and testing reports, and any/all other documentation related to the Project. The County reserves the right to request, access, inspect and/or copy any documentation. The Contractor must provide this documentation to the County within 10 business days of the County's request. Certain documentation will be required to document certification before payment may be made.

5.2.10 Project Site Maintenance: The Contractor must maintain any Project sites in a neat and safe manner, in accordance with all local, state and federal regulations and laws. The County reserves the right to inspect and visit the site at any time.

5. SECTION B - SCOPE OF SERVICES:

Background: Montgomery County, Maryland, (the "County") through its Department of Environmental Protection (DEP) is responsible for fulfilling the requirements contained within its Municipal Separate Storm Sewer System (MS4) Permit (the "Permit"). The County receives credit under the Permit for treating untreated or inadequately treated impervious acreage, within a specified timeframe. The County is seeking cost-effective proposals for Projects which would result in water quality credits to be assigned to the County upon completion within the required timeframe. Projects are defined in two categories:

Category A: Proposals to treat impervious surface acres, that are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE), "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014" (MDE Standards Document). The treatment must include all work and costs by the vendor including, but not limited to, planning, design, permitting, and construction costs.

Category B: Proposals distinctly for projects defined as green infrastructure best management practices (see Green Infrastructure Definitions, Attachment D, that will treat impervious surface acres, which are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE) "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014". The treatment must include all work and costs by the vendor including but not limited to, planning, design, permitting, and construction costs.

The County, through the proposal review selection process, shall be the sole arbiter as to whether a proposal meets MDE's water quality credit requirements and/or the County's "green infrastructure best management practices" definition. Please see Method of Award, 7.1.9.

All work must be completed, approved by regulatory agencies, and certified by DEP for credit by July 1, 2020. Proposal cost must not exceed \$5,100,000 for each proposal category.

The County reserves the right to award one contract under each category or not award any contracts under one or both categories. The County reserves the right to issue similar Request for Proposals for additional allocations if in the best interest of the County. If, in any category, proposals received do not meet the written proposal minimum points to qualify for the interview phase (see section 7.1.9), the County reserves the right to transfer the available funding to the alternate category, and select the second highest-ranked proposals in that category. **In the circumstance where the same project receives the maximum points in both Category A and B, the County reserves the right to select the next highest-scoring project from either Category as a second project, at its sole discretion.**

For the purpose of this solicitation, "Contract" under the Scope of Work refers to the contract awarded as the result of the solicitation. A sample of the Contract that Montgomery County intends on executing as a result of this solicitation is included as Attachment E. Please include a review of this document during the solicitation process.

5.2. Intent

It is the intention of the County to enter into one Contract for each of Category A or Category B Projects to perform the services as outlined in this solicitation, to achieve cost-efficient water quality credits no later than July 1, 2020. It is the intent that the Contractor will perform all treatment work and have it completed, approved by regulatory agencies, and certified by DEP on or before July 1, 2020.

The July 1, 2020, deadline is critical because the County will need to count the certified water quality credits to meet its 2020 MS4 Permit deadline. The County may face economic fines/damages if its 2020 deadline is not met.



MONTGOMERY COUNTY MARYLAND
SOLICITATION ADDENDUM #2
Water Quality Improvement Credits
RFP #1070436
December 2, 2016

PAGE 1 of 7
FOR THE PROCUREMENT OF: Water Quality Improvement Credits

ALL SOLICITATION ADDENDUMS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN ADDENDUM MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF ADDENDUM:

- 1. Responds to additional questions received and provides information on access additional data (Attachment A).
2. Revises Green Infrastructure Definitions, Attachment D, to include meeting the requirements of the MDE Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014 (See response to Question 13)
- Delete D1, Attachment D, Green Infrastructure Definitions
- Replace with Revised D1, Attachment D (attached).
3. Provides revised Web-link page (page 4) to include Maryland Department of the Environment (MDE) "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014 and links to publicly-available property data
- Delete Page 4, Web-links for Documents and Forms
- Replace with Revised Page 4, Web-links for Documents and Forms (attached)

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUMS" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THERE ARE NO CHANGES TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFER.

ISSUED BY: [Signature]
Cherri Branson, Director
Office of Procurement

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _____
(Type or Print)

OFFEROR'S SIGNATURE: _____ DATE _____

QUESTIONS AND RESPONSES

1. Has the County performed any preliminary asset assessments for the potential candidate BMPs being considered for retrofit under this RFP? Are copies of assessment materials available for public review or can these be requested?

DEP RESPONSE: No preliminary assessments have been developed specifically for this RFP. Section 5.2 includes qualification information for projects. DEP's available preliminary watershed site assessment data may be accessed at the following link:

www.montgomerycountymd.gov/DEP/Procurement/1070436_WQIC_Addendum2Links.html

2. The majority of wet ponds are outside of the RFP area and are contained within the GIS layer entitled "County Restoration Area". Are these ponds eligible for additional water quality volume treatment consideration (i.e. increasing from 1" to 2.6")? Would the county be able to provide existing water quality volumes for these facilities?

DEP Response: The County has taken MEP credit (water quality volume = 1") for pre 1986 wet ponds and 1986-2002 wet ponds within the County Restoration Area. The County is not considering extra water quality volume treatment in this RFP for existing MEP credited wet ponds. However, six stormwater management facilities within the RFP area that did not meet the achievable WQv and were not reported as MEP. A list of stormwater management facilities not treated to the MEP which could be considered for retrofit is available at the following link:

www.montgomerycountymd.gov/DEP/Procurement/1070436_WQIC_Addendum2Links.html

3. Under the final condition of the ponds at the conclusion of construction, will the County be responsible for all maintenance of the facility, including standard upkeep? Or will the owner still be required to provide routine maintenance and the County will provide structural maintenance per current policy for shared responsibility sites?

DEP Response: Maintenance is in accordance with Montgomery County Code, section 19-28.

If the County is currently responsible for structural maintenance of the stormwater management facility, the County will continue to perform that structural maintenance. The property owner will remain responsible for nonstructural maintenance of the facility. Nonstructural maintenance must:

1. prevent the accumulation of solid waste on the property and the generalized growth of weeds or plants in violation of Montgomery County Code, Section [58-3](#);
2. clear any woody vegetation, including trees and brush along with their root systems, within 25 feet of the facility's control structure and within 15 feet of an upstream or downstream dam embankment; and
3. abate any other condition on the property that the Department of Environmental Protection reasonably finds may adversely affect the facility's proper functioning.

If the County is not responsible for structural maintenance of the facility at the time of retrofit, the property owner may transfer that responsibility to the County via DEP's Maintenance Transfer program (<https://www.montgomerycountymd.gov/DEP/water/stormwater-facilities.html>).

In order to transfer structural maintenance responsibility to DEP, the owner must first make any structural repairs needed to place the facility in proper working condition, as determined by the DEP. The County will then enter into an inspection and maintenance agreement with the owner that makes the County responsible for structural maintenance of the facility. The property owner remains responsible for nonstructural maintenance. Please note, in accordance with Montgomery

County Code, Section 19-35, the property owner is only eligible for a credit for the Water Quality Protection Charge if the property owner performs structural maintenance.

4. Can the County remove the protections on the online GIS map to allow users to export the data tables or perform spatial analyses? Or provide the background GIS layers directly so that analyses may be performed? Can the County please provide a legend for the data table columns for the Stormwater Management Facilities layer (i.e. what does "I" under "status" stand for)?

DEP Response: Protections on the map have been removed. The map may now be downloaded and is accessible at the following link: <http://arcg.is/2dCN0wN>.

5. Is there a streamlined process for this RFP to obtain as-builts of these facilities to perform analysis? Can the County create a shared access drive for proposers to obtain these without a formal request for each plan?

DEP Response: Please see Addendum 1.

6. There is a pond that is not shown as a Stormwater Management Facility at the corner of Observation Drive and Shakespeare Blvd, in Germantown, MD at 39.19717, -77.25315. Would this pond, and others like it, be eligible for retrofit under this RFP (it is highlighted within the RFP area but not shown as a "Stormwater Management Facility")?

DEP Response: The stormwater management facility at this location is displayed on the ESRI map (<http://arcg.is/2dCN0wN>) and opportunities in the RFP area may be eligible for consideration if they meet the project requirements described within the RFP, including Scope of Services/Specifications/ Work Statement, Section 5.2.

7. As a representative of (COMPANY) and a potential bidder for the Water Quality Improvement Credits RFP #1070436, respectfully request that the due date for proposals be extended 60 days beyond the original deadline of December 15th.

DEP Response: Please see Addendum 1. The County has extended the due date to January 25, 2017.

8. Is Stream Restoration excluded from acceptable Category A projects?

DEP Response: No, Stream Restoration is listed under Alternative Urban BMP in the Green Infrastructure Definitions (Attachment D), but that does not preclude it from being submitted as a project under Category A.

9. Will the County accept a pairing of retrofit and stream restoration projects under Category B?

DEP Response: Projects submitted under category B must meet the Green Infrastructure Definitions included in Attachment D., and will be evaluated in accordance with evaluation criteria indicated in Section 7.1.9. Evaluation Criteria, Category B (page 19).

10. Are projects located in areas designated "County Restoration Area" eligible for this contract?

DEP Response: No. The focus should be the RFP area designated on the map. Also, see Response to Question 2.

11. Can the County provide a sample easement document?

DEP Response: Yes, the County is providing sample Stormwater management easements and stream restoration temporary and permanent easements. However, please note that these are SAMPLE documents, and the easement/agreement documentation required for the performance of the work must meet the criteria/requirements stated in Section 5.2.4, Easements. Samples have been provided at the following link:

www.montgomerycountymd.gov/DEP/Procurement/1070436_WQIC_Addendum2Links.html

12. Please provide more information as to what level of detail is required in the proposal submission for each project concept. Page 17 of the RFP mentions plans and details. Do we need to submit more than a concept level graphic and technical approach for each project?

DEP Response: Offerors are responsible for determining how best to present the project(s) that are the subject of their proposal. Please carefully review Section 7.1.9. Evaluation Criteria, which begins on Page 17; Section D, Method of Award/Evaluation Criteria; and Section E, Submissions.

13. Are extended detention wetland marshes considered green infrastructure?

DEP Response: No. We have revised Attachment D, Green Infrastructure Definition, to include the requirement of meeting the Maryland Department of the Environment (MDE), "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014." (MDE Standards Document). (See Description of Addendum, items 2 and 3). Evaluation criteria (section 7.1.9, Category B) includes the requirement to explain how the project meets the green infrastructure definition included in the solicitation.

14. What information will be required in the proposal submission if we're proposing a project on County owned/public land? We understand that an LOI is required from a private property owner, but what is needed for projects on public land?

DEP Response: As Evaluation Criteria (section 7.1.9) includes the Offeror's description of plan for obtain easements/agreements, the Offeror is responsible to determine what is required from the public owners.

15. Can we assume that if an existing relationship for maintenance is in place between an Owner and DEP (Identified by RESID-DEP designation under "Department"), that the retrofit projects can be accomplished without obtaining permission from the landowner, HOA, etc., during the solicitation period? If not, will DEP provide contacts for said owners?

DEP Response: The Offeror may not perform work under an easement or any other access authorization that has been granted to the County. This would change the nature of the "turn-key" intention of this solicitation. (Also see response to question 14). Publicly available property information may be accessed at the following Montgomery County links:

- <https://data.montgomerycountymd.gov/Finance-Tax-Property/Real-Property-Tax-2016/uvy4-94zr>
- <https://www2.montgomerycountymd.gov/realpropertytax/default.aspx>

16. For the purposes of creating a solution to submit for the RFP is upgrading septic systems to the latest technology (BAT for nitrogen removal) considered an eligible Green Infrastructure BMP due to infiltration process?

DEP Response: No. As indicated in response to question 13, please note revised Attachment D, Green Infrastructure Definition, to include the requirement of meeting the Maryland Department of the Environment (MDE), "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014." (MDE Standards Document).

Remainder of page is blank

Web-links for Documents and Forms:

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
3. MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11. Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12. Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13. Solicitation Postings and Amendments (www.montgomerycountymd.gov/pro/solicitations.html)
14. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)
18. County's Municipal Separate Storm Sewer System (MS4) geography. A map of that area (including untreated or inadequately treated areas) may be found at <http://arcg.is/2dCN0wN>
19. **Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014. (MDE Standards Document):**
<http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/Documents/NPDES%20MS4%20Guidance%20August%202018%202014.pdf>
20. **Publicly available property data**
 - a. <https://data.montgomerycountymd.gov/Finance-Tax-Property/Real-Property-Tax-2016/uvy4-94zr>
 - b. <https://www2.montgomerycountymd.gov/realpropertytax/default.aspx>

GREEN INFRASTRUCTURE DEFINITIONS

Green infrastructure is a cost-effective, resilient approach to managing wet weather impacts that provides many community benefits. While single-purpose gray stormwater infrastructure - conventional piped drainage and water treatment systems - is designed to move urban stormwater away from the built environment, green infrastructure reduces and treats stormwater at its source while delivering environmental, social, and economic benefits.

When rain falls in natural, undeveloped areas, the water is absorbed and filtered by soil and plants. Stormwater runoff is cleaner and less of a problem. Green infrastructure uses vegetation, soils, or other elements and practices to restore some of the natural processes required to manage water and create healthier urban environments. At the city or county scale, green infrastructure is a patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the neighborhood or site scale, these stormwater management systems mimic nature, infiltrate, evapotranspire, and/or beneficially reuse water.

Green Infrastructure BMPs
All ESD Practices in MDE Design Manual: <ul style="list-style-type: none">• Alternative Surfaces• Nonstructural Practices• Micro-Scale Practices
Structural Practices in MDE Design Manual: <ul style="list-style-type: none">• Wet Ponds• Wetlands• Filtering Practices (ex. Bioretention)• Wet Swales• Infiltration Practices• Bioretention Filters• Dry Swales
Alternative Urban BMPs: <ul style="list-style-type: none">• Reforestation on Pervious Urban• Impervious Urban to Pervious• Impervious Urban to Forest• Regenerative Step Pool Conveyance• Stream Restoration

Projects must also meet the requirements of Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014. (MDE Standards Document) located at: <http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/Documents/NPDES%20MS4%20Guidance%20August%2018%202014.pdf>



MONTGOMERY COUNTY MARYLAND
SOLICITATION ADDENDUM #1
Water Quality Improvement Credits
RFP #1070436

PAGE 1 of 6
FOR THE PROCUREMENT OF: Water Quality Improvement Credits

November 17, 2016

ALL SOLICITATION ADDENDUMS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. **FAILURE TO ACKNOWLEDGE AN ADDENDUM MAY BE CAUSE TO REJECT OFFER.**

DESCRIPTION OF ADDENDUM:

1. **Extends the Due date of proposals** from 3:00 p.m., December 15, 2016 to **3:00 p.m. January 25, 2017**
2. The last day for technical or scope of service related questions is December 15, 2016. Please submit questions in writing by that date to: DEP.Procurements@montgomerycountymd.gov and reference RFP #1070436.
3. The Pre-submission attendance sign-in is included as part of this Addendum as Attachment A.
4. The list of vendors who have electronically downloaded the solicitation is available at the following website: <http://www.montgomerycountymd.gov/pro/contract.html>. Scroll to solicitation number.
5. Responses to questions received and provides information on access additional data.

Question: We understand that there is a significant database with information on existing stormwater management facilities which is accessible to all design firms currently under the MS4 Inspections and Maintenance contract to MC DEP. In reviewing the materials online, we believe that the County's database is much superior and, therefore, request full access to the broader County database.

If other engineering firms, holding on-call contracts, are allowed to compete for the above referenced RFP, we believe they have an advantage with access to this database.

DEP Response: To clarify: DEP's maintenance and inspection contractors and our MS4 program team have access to certain information from our asset management database, but not DEP's engineering on-call contractors.

The solicitation includes a link to an ESRI map (Web-links for Documents and Forms, page 4, Item 18) which provides all County-inspected stormwater management facilities located within the County RFP area and non-MS4 area. The map's "details tab" includes other attributes displayed for your use. Additional open-source, online data is available through the Maryland National Capital Park

SOLICITATION ADDENDUM #1
Water Quality Improvement Credits
RFP #1070436

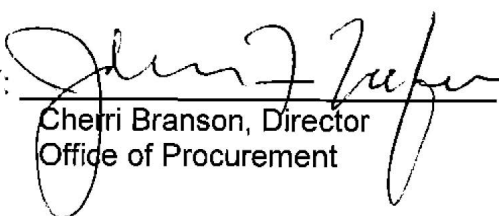
and Planning Commission (MNCPPC) at <http://montgomeryplanning.org/tools/gis-and-mapping/gis-data/>.

Additionally, DEP is providing access to as-built plans in our asset management database as of November 16, 2016. The information is in PDF format for each facility and is extensive (50 GB). Therefore, in order to receive the data, vendors must provide a hard-drive that has a minimum capacity of 50 GB. The following conditions apply:

- a) DEP has established timeslots through November 28, 2016, for vendors to sign up to receive downloads of the information. The electronic sign up list is available here: <http://www.signupgenius.com/go/4090a4baba72da7ff2-download>. After that time, please send a request to DEP.Procurements@montgomerycountymd.gov and we will coordinate a time for you to come in.
- b) Vendors must allow approximately 1 hour for the download process.
- c) The data will include as-built plans that are on record as of November 16, 2016. There will be no further updates or editions of this data during the course of this solicitation.

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUMS" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. **THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS HAS BEEN EXTENDED. THE DUE DATE AND TIME IS JANUARY 25, 2017 AT 3:00 P.M.**

ISSUED BY: 
Chetri Branson, Director
Office of Procurement

NAME OF OFFEROR:

(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN:

(Type or Print)

OFFEROR'S SIGNATURE:

DATE

PRE-SUBMISSION CONFERENCE ATTENDANCE

FOR: Water Quality Improvements Credits

DATE: Nov 15, 2016

Please write clearly

	NAME	COMPANY	E-MAIL	TELEPHONE
1.	CHRISTINA CASOLE	SKELLY & LOY INC.	ccasole@skellyloy.com	
2.	VIKTOR HLAS	Opti	vhlas@optirtc.com	617-366-7585
3.	Anita Rappoport	CV, Inc	arappoport@cwinc.com	301-637-2510
4.	David Seaborn	Angler / RES	dave.seaborn@anglerenvironmental.com	410-672-4326
5.	SERPY KAVADIAS	AMT	SKAVADIAS@AMTEENGINEERING.COM	301 881-2545
6.	SEYED SAADAT	RK&K.	SSAADAT@RKK.COM	410- 462-9184
7.	JIM EISENHART	RK&K	JEISENHART@RKK.COM	302 468-9886
8.	John Campagna	Green Vest	johnc@greenvestus.com	410 303 8156
9.	Jim Fetchu	CPJ	JFETCHU@CPJA.COM	301-208-9573
10.	John Talley	CPJ	bdavila@cpja.com	301-494-7000
11.	Sanjay Patel	AB CONSULTANTS, INC	sanjay.patel@abconsultantsinc.com	240-582-8021

PRE-SUBMISSION CONFERENCE ATTENDANCE

FOR: Water Quality Improvements Credits

DATE: Nov 15, 2016

12.	Jane McDonough	Brown Caldwell	jmcDonough@browncald.com	301-356-2889
13.	Scott Macomber	Stormwater Maintenance/Consulting	sm@mdswm.com	301-520-8198
14.	Mark Southerland	AKRF	msoutherland@akrf.com	410-712-4848
15.	Mike Roth	Ecotone	mroth@ecotoneinc.com	704-562-0476
16.	Scott McGill	Ecotone	smcgill@ecotoneinc.com	410 459 6312
17.	Jeff Corbin	Restoration Systems	jcorbin@restoration-systems.com	+04 389-4226
18.	Melissa Hess	AECOM	melissa.hess@aecom.com	301-820-3463
19.	Timothy Hoffman	Soltesz	thoffman@solteszco.com	301-948-2750
20.	Phil Isaja	Soltesz	pisaja@solteszco.com	301-948-2750
21.	Erin McLaughlin	Dewberry	emclaughlin@dewberry.com	703 849 0296
22.	Sharon Jackson-Bland	Indigo (MFD)	sharon@indigo.mideatlantic.com	202 400 1204
23.	Sam Klahr	WORKSOURCE montgomery	sklahr@worksourcemontgomery.com	246 463 4102

PRE-SUBMISSION CONFERENCE ATTENDANCE

FOR: Water Quality Improvements Credits

DATE: Nov 15, 2016

24.	Carol Green	Law offices of Carol Lynn Green	cgreen@carolgreenlaw.com	301-941-8038
25.	Chandler DENISON	J.M.T.	cdenison@jmt.com	447-765-0053
26.	Allyssa Lorber	JMT	alorber@jmt.com	410-316-2364
27.	Jason Alwine	Gannett Fleming	jalwine@gfnet.com	443-348-2017
28.	James Krampert	WBCM	jkrampert@wbcm.com	410-512-4523
29.	Heather Haynes-Long	Angler Environmental/RES, LLC	hhaynes@anglerenvironmental.com	571-489-0213
30.	Joanne Cheek	Dewberry	jcheek@dewberry.com	301-337-2856
	Joan Wang	iDesign Engineering, Inc.	joanw@idesigneng.com	301-234-6234
	John Yarchoan	Magnolia	John@mitigation.org	301-758-5536
	David Piliponskiy	Greenman Pederson Inc.	dpiliponskiy@gpinc.com	443-386-2777
	S. Ali Abbasi	RIVUS CONSULTING	aabbasi@RIVUSLLC.COM	443-280-1357
	Katrina Emery	Environmental Quality Resources, LLC	contractdocs-contact@eqri.com (kemory@eqri.com)	(410)923-8680

PRE-SUBMISSION CONFERENCE ATTENDANCE

FOR: Water Quality Improvements Credits

DATE: Nov 15, 2016

Bob Norris	MoCo-Procurement	Robert.Norris@montgomerycountymd.gov	
Al. Boss	" "	Al.Boss@ " " "	" "



REQUEST FOR PROPOSALS
RFP #1070436
Water Quality Improvement Credits
October 25, 2016

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods, services, or construction, as outlined in this document.

One original and six copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 p.m. on December 15, 2016 to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number and proposal due date and time.

There will be an optional pre-submission conference at 10:00 a.m. on November 15, 2016 at the Montgomery County Department of Environmental Protection, 255 Rockville Pike, Suite.120, Rockville, MD 20850. Please note that limited paid-parking is available the building, and Rockville Town area. The location is also accessible through the Metro Red Line Rockville Station (across the bridge).

The County **will not** accept proposals it receives by fax or e-mail.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact DEP.Procurements@montgomerycountymd.gov.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Robert Norris at (240) 777-9926.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	<input type="checkbox"/>
--	--------------------------

or

This is a Construction Contract (http://www.montgomerycountymd.gov/PrevailingWage):	<input type="checkbox"/>
---	--------------------------

or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract:	<input checked="" type="checkbox"/>
---	-------------------------------------

Director, Office of Procurement

Notice to Offerors

**Request for Proposals #1070436
for
Water Quality Improvement Credits**

This solicitation may be subject to the County's Wage Requirements Law (WRL), which applies to service contracts.

- If this solicitation is subject to the WRL, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the RFP cover page
 - In this event, the "Wage Requirements for Services Contract Addendum" will apply to the resultant contract (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 1) In order to be compliant with the Wage Requirements Law an Offeror **must submit with its proposal** the following:
- (a) Completed Wage Requirements Certification form (**This form is contained in the PMMD-177 Web-link above**).
 - (b) If applicable, 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance form (**This form is contained in the PMMD-177 Web-link above**).

Offeror's failure to complete and submit the required material information on the Wage Requirements form(s) may result in offeror's proposal being unacceptable and rejected.

NOTE: You can find the current mandatory payroll reporting requirements, and the wage rate per hour that a County contractor must pay to its employees, under Section 11B-33A of the County Code, at (www.montgomerycountymd.gov/WRL). The WRL is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.

TABLE OF CONTENTS

1. ACKNOWLEDGMENT 5
2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS 5
3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS..... 5
4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES..... 6
5. SECTION B - SCOPE OF SERVICES: 13
6. SECTION C - PERFORMANCE PERIOD 16
7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA 16
8. SECTION E - SUBMISSIONS..... 21
9. SECTION F - COMPENSATION..... 22
10. SECTION G - CONTRACT ADMINISTRATOR 233
11. SECTION H - SPECIAL TERMS AND CONDITIONS 23
12. SECTION I - ETHICS..... 23
13. SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR..... 24

Attachments

A. References A1
B. Cost and Price Requirements B1
C. Mandatory Insurance Requirements C1
D. Green Infrastructure Definitions D1
E. Sample Contract E1
F. Vendor Registration Sample F1
G. Verification of Maryland Department of Assessments and Taxation (SDAT) Sample G1

Web-links for Documents and Forms:

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
3. MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
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17. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)
18. County's Municipal Separate Storm Sewer System (MS4) geography. A map of that area (including untreated or inadequately treated areas) may be found at <http://arcg.is/2dCN0wN>

Montgomery County, Maryland
Acknowledgment Page

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name
(printed): _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

4.1. Instructions:

4.1.1. Registered Vendor

4.1.1.1. The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: (www.mcipcc.net)

4.1.2. Acknowledgement

4.1.2.1. The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

4.1.3. Optional Pre-Submission Conference

4.1.3.1. If a Pre-Submission Conference is held, it is recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

4.1.4. Proposals

4.1.4.1. Sealed proposals are due in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, MD 20850 4166. Proposals must be returned in a sealed envelope/package that is clearly marked with the RFP number, the proposal due date and time, and the individual/company's name. Proposals received after the date and time specified will not be considered and will be returned unopened to the offeror. The County will not be responsible for a proposal that is improperly addressed or identified.

4.1.5. Proposal Withdrawal/Modification

4.1.5.1. Proposals may be withdrawn or modified by the offeror upon receipt of a written request received before the specified due date and due time. Requests to withdraw or modify an offeror's proposal received after the specified due date and time will not be considered.

4.1.6. Questions

4.1.6.1. All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

4.1.6.2. The Office of Procurement has an electronic "Frequently Asked Questions" section on its website that may answer your questions:

(www.montgomerycountymd.gov/pro/information.html?t=proFAQList&i=2)

4.1.7. Obtaining Solicitation Amendments

4.1.7.1. What are they?

When the County determines that material changes to the solicitation document or material information needs to be disseminated to Offerors it will issue a formal amendment to a solicitation. However, not all solicitations will need an amendment. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

4.1.7.2. How do I identify if a solicitation has an amendment?

Solicitation amendments will be posted on the Solicitation Postings page (www.montgomerycountymd.gov/pro/solicitations.html) and may occur any time prior to the proposal due date and time. As a courtesy, the Office of Procurement may

email solicitation amendments to holders of record with valid email addresses. However, it is the responsibility of the offeror to frequently visit the Office of Procurement's website to obtain solicitation amendments. Amendments to construction solicitations may be mailed if there are plans or other documents that cannot be made available electronically.

4.1.7.3. What am I required to do for the Amendment?

An Offeror must send its acknowledgement of receipt of a solicitation amendment to the place designated in the solicitation amendment, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. This can be easily done in at least **one** of the following ways:

- 4.1.7.3.1. By filling-in the "Amendment Number" and "Date" of the amendment(s) on page 4 under the Acknowledgment of Solicitation Amendments title; or
- 4.1.7.3.2. By returning one signed copy of the amendment with the Offeror's response to the solicitation; or
- 4.1.7.3.3. By sending a signed copy of the amendment separately to the Office of Procurement

4.1.8. Maryland State Department of Assessments & Taxation (MD-SDAT)

- 4.1.8.1. Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships.
- 4.1.8.2. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering in to a contact with your firm.
- 4.1.8.3. The County will verify this status on the MD-SDAT website.
- 4.1.8.4. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT.
- 4.1.8.5. If this status is not rectified in a timely manner with MD-SDAT, then your firm may be declared non-responsible and your proposal will be rejected.
- 4.1.8.6. Information can be found at: (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

4.2. Conditions

4.2.1. Acceptance Time

- 4.2.1.1. By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

4.2.2. Contract Documents

The following documents will be incorporated into the contract resulting from this solicitation:

- 4.2.2.1. General Conditions of Contract between County & Contractor (Section J)
- 4.2.2.2. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- 4.2.2.3. Offeror's Certification of Cost & Price (for contracts above \$100,000.)
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
- 4.2.2.4. Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)

- 4.2.2.5. All representations and certifications listed in this document.
- 4.2.2.6. Mandatory Insurance Requirements.
- 4.2.2.7. Prevailing Wage Requirements (only for a construction contract between the County and Contractor).
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)

4.2.3. Determination of Responsibility

- 4.2.3.1. The Offeror has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.
- 4.2.3.2. The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.
- 4.2.3.3. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
 - 4.2.3.3.1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction (“work”) required.
 - 4.2.3.3.2. The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption or interference.
 - 4.2.3.3.3. The integrity, reputation and experience of the offeror and its key personnel.
 - 4.2.3.3.4. The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
 - 4.2.3.3.5. The offeror’s previous and existing compliance with laws and ordinances relating to the contract or work.
 - 4.2.3.3.6. The sufficiency of financial resources of the offeror to perform the contract or provide the work.
 - 4.2.3.3.7. The certification of an appropriate accounting system, if required by the contract type.
 - 4.2.3.3.8. Past debarment or suspension by the County or other governmental entity.

4.2.4. Joint Procurement

- 4.2.4.1. The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:
 - 4.2.4.1.1. Maryland-National Capital Park & Planning Commission (M-NCPPC);
 - 4.2.4.1.2. Montgomery College (MC);
 - 4.2.4.1.3. Montgomery County Public Schools (MCPS);
 - 4.2.4.1.4. Montgomery County Revenue Authority;
 - 4.2.4.1.5. Montgomery County Housing Opportunities Commission (HOC);
 - 4.2.4.1.6. Washington Suburban Sanitary Commission (WSSC); and
 - 4.2.4.1.7. Municipalities & Special Tax Districts in Montgomery County.
- 4.2.4.2. While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the

successful offeror under the same prices and for the same work noted in the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer or contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE LISTED IN THE OFFER.

4.2.5. Late Proposals

4.2.5.1. Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.

4.2.6. Minority, Female, Disabled Person Program Compliance

4.2.6.1. Under County law, this solicitation is subject to the Montgomery County Code (Part II, Chapter 11B, Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

4.2.6.2. Information regarding the County's MFD program can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/MFD) Entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor".

4.2.6.3. The companion document entitled "Minority, Female, disabled Person Subcontractor Performance Plan" can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).

4.2.7. Montgomery County Code and Procurement Regulations

4.2.7.1. The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

4.2.8. Payment Terms

4.2.8.1. The County's payment terms are net thirty (30) days.

4.2.8.2. The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

4.2.9. Prevailing Wage (County Code Sections 11B-33-C and 20-75)

- 4.2.9.1. The Prevailing Wage Law applies to all construction contracts. Under County law, a County-financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements can be reviewed at: (www.montgomerycountymd.gov/PrevailingWage).
- 4.2.9.2. An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

4.2.10. Qualification of Offerors

- 4.2.10.1. Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.
- 4.2.10.2. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factor(s) necessary to perform the contract.
- 4.2.10.3. Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

4.2.11. Services Contract (County Code 11B-33A)

- 4.2.11.1. Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.
- 4.2.11.2. Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/WRL). Contractor must comply with the "Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification form** at the website below.
- 4.2.11.3. The companion document entitled "**Wage Requirements Certification**" form can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

4.3. Notices

4.3.1. Proprietary & Confidential Information

- 4.3.1.1. This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information, as defined by the Maryland Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from

disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

- 4.3.1.2. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." However, the County, by law, must apply the MPIA's requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.
- 4.3.1.3. The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.
- 4.3.2. Protests
- 4.3.2.1. Any Offeror who is aggrieved (see 4.3.2.5 below) may file a protest. Any Offeror who is aggrieved in connection with a formal solicitation must deliver a written protest to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the solicitation proposal submission due date and time, if the offeror seeks as a remedy the cancellation or amendment of the solicitation.
- 4.3.2.2. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to "Montgomery County Government".
- 4.3.2.3. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained.
- 4.3.2.4. The Director, Office of Procurement, must dismiss any protest not timely received.
- 4.3.2.5. Only an offeror who is "aggrieved" may file a protest. "Aggrieved" means that the offeror who files the protest can demonstrate it may be eligible for an award of the contract if the protest is sustained.
- 4.3.2.6. Each protest must contain the following:
- 4.3.2.6.1. Identification of the solicitation;
 - 4.3.2.6.2. Offeror Name;
 - 4.3.2.6.3. Offeror Address;
 - 4.3.2.6.4. Offeror Email Address;
 - 4.3.2.6.5. Offeror Telephone Number;
 - 4.3.2.6.6. Statement supporting that the Offeror is aggrieved;
 - 4.3.2.6.7. Specification of all grounds for the protest;
 - 4.3.2.6.8. Submission of detailed facts and all relevant documents;
 - 4.3.2.6.9. Citation to relevant language in the solicitation, regulations, or law relied upon; and,
 - 4.3.2.6.10. All other matters which the Offeror contends support its protest
- 4.3.2.7. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.
- 4.3.3. Public Posting
- 4.3.3.1. It is the responsibility of the offeror, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed award for a contract in which the offeror is interested.
- 4.3.3.2. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).

- 4.3.3.3. Information regarding the proposed award under this solicitation, or any solicitation issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: (www.montgomerycountymd.gov/PRO/Awardee.html), and at the Office of Procurement, Rockville Center, 255 Rockville Pike, Ste. 180, Rockville, Maryland 20850.
- 4.3.4. Solicitation Preparation Expenses
- 4.3.4.1. All costs incurred in the preparation and submission of an offeror's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.
- 4.3.5. Tie Scoring
- 4.3.5.1. In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the offeror who has its principal place of business in Montgomery County, Maryland. If there is a tie between two or more offers, each of whom have its principal place of business in Montgomery County, Maryland, then the tie will be resolved in accordance with the criteria stated under Procurement Regulation 4.1.2.4(f); See Procurement Regulations at: (www.montgomerycountymd.gov/PRO/Laws.html)
- 4.3.6. Verbal Explanations
- 4.3.6.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

5. SECTION B - SCOPE OF SERVICES:

Background: Montgomery County, Maryland, (the "County") through its Department of Environmental Protection (DEP) is responsible for fulfilling the requirements contained within its Municipal Separate Storm Sewer System (MS4) Permit (the "Permit"). The County receives credit under the Permit for treating untreated or inadequately treated impervious acreage, within a specified timeframe. The County is seeking cost-effective proposals for Projects which would result in water quality credits to be assigned to the County upon completion within the required timeframe. Projects are defined in two categories:

Category A: Proposals to treat impervious surface acres, that are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE), "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014" (MDE Standards Document). The treatment must include all work and costs by the vendor including, but not limited to, planning, design, permitting, and construction costs.

Category B: Proposals distinctly for projects defined as green infrastructure best management practices (see Green Infrastructure Definitions, Attachment D, that will treat impervious surface acres, which are currently untreated or inadequately treated, and secure the greatest water quality credits per the Maryland Department of the Environment (MDE) "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014". The treatment must include all work and costs by the vendor including but not limited to, planning, design, permitting, and construction costs.

The County, through the proposal review selection process, shall be the sole arbiter as to whether a proposal meets MDE's water quality credit requirements and/or the County's "green infrastructure best management practices" definition. Please see Method of Award, 7.1.9.

All work must be completed, approved by regulatory agencies, and certified by DEP for credit by July 1, 2020. Proposal cost must not exceed \$5,100,000 for each proposal category.

The County reserves the right to award one contract under each category or not award any contracts under one or both categories. The County reserves the right to issue similar Request for Proposals for additional allocations if in the best interest of the County. If, in any category, proposals received do not meet the written proposal minimum points to qualify for the interview phase (see section 7.1.9), the County reserves the right to transfer the available funding to the alternate category, and select the second highest-ranked proposals in that category.

For the purpose of this solicitation, "Contract" under the Scope of Work refers to the contract awarded as the result of the solicitation. A sample of the Contract that Montgomery County intends on executing as a result of this solicitation is included as Attachment E. Please include a review of this document during the solicitation process.

5.1. Intent

It is the intention of the County to enter into one Contract for each of Category A or Category B Projects to perform the services as outlined in this solicitation, to achieve cost-efficient water quality credits no later than July 1, 2020. It is the intent that the Contractor will perform all treatment work and have it completed, approved by regulatory agencies, and certified by DEP on or before July 1, 2020.

The July 1, 2020, deadline is critical because the County will need to count the certified water quality credits to meet its 2020 MS4 Permit deadline. The County may face economic fines/damages if its 2020 deadline is not met.

5.2. Scope of Services/Specifications/Work Statement

5.2.1 General: The County is seeking water quality improvement credits that can be assigned to the County resulting from the comprehensive implementation by qualified contractors/developers of new water quality improvement practices (including planning, design, permits and construction), achieved by July 1, 2020, in as defined above in Categories A and B. Treatment projects completed before the issuance of this solicitation will not be considered.

5.2.2 Project Sites: Contractor must select only sites that fall on property within the County's Municipal Separate Storm Sewer System (MS4) geography. A map of that area (including untreated or inadequately treated areas) may be found at <http://arcg.is/2dCN0wN>. The Contractor may include multiple sites; however, all sites must be included in the total proposal presented.

5.2.3 Eligible for Credits: The Contractor must ensure that water quality improvement Projects are eligible for water quality credits for impervious acreage treated consistent with MDE standard documents.

5.2.4 Easements, Agreements and Assignment of Credits: The Contractor must obtain legally binding permanent stormwater easement(s) or an alternative, perpetual agreement(s) to cover the proposed Project that assigns all water quality credits for the Project to the County, and allows the County to perform future inspections and maintenance responsibilities. All such executed documents must be submitted to the County prior to initiation of construction.

5.2.5 The Contractor must not resell or use these credits in any way in relation to another permit requirement, as compensation for another resource, or to satisfy the requirements of any other program. Credits must be for the exclusive use of the County, without limitations.

5.2.6 Permits, Approvals, Insurance: The Contractor, at its own cost, must obtain all necessary County, State, and Federal permits and approvals, licenses, insurances, etc. for all Projects. The Contractor, at its own cost, must obtain all necessary utility permits and approvals, insurances, etc. for all Projects.

5.2.7 Project Maintenance: The County will assume all applicable maintenance responsibility upon completion and certification by the County of a Project.

5.2.8 Performance Schedule, Meetings/Communications:

- a) During the course of the Project, the Contractor must meet quarterly (at a minimum) with the County at the DEP office or at the Project site, at the County's discretion. At the meeting, the Contractor must present any pertinent Project issues including but not limited to: schedule updates, progress reports, easement status, procurement issues, design status and public interaction.
- b) The Contractor must notify the Contract Administrator of any permitting inspections and any public meetings. The County reserves the right to attend.

5.2.9 Records and Project Closeout: The Contractor must maintain in its records all relevant documents including but not limited to: approved drawings, permits and permit documentation, as-built drawings, inspection and testing reports, and any/all other documentation related to the Project. The County reserves the right to request, access, inspect and/or copy any documentation. The Contractor must provide this documentation to the County within 10 business days of the County's request. Certain documentation will be required to document certification before payment may be made.

5.2.10 Project Site Maintenance: The Contractor must maintain any Project sites in a neat and safe manner, in accordance with all local, state and federal regulations and laws. The County reserves the right to inspect and visit the site at any time.

5.3. Contractor's Qualifications

The Contractor must:

- Have technical and management competency, capabilities, experience and resources necessary to perform its obligations as described in this solicitation, the Contractor's proposal, and the resultant contract in a timely manner.
- Demonstrate the financial stability to cover all its expenses until the Project is completed and certified by the County for payment.
- Be knowledgeable of and have experience with current laws, rules and regulations, including permitting requirements of Montgomery County or similar jurisdictions and/or utility regulations, which are applicable to the design and construction of the Project implemented under this Contract. All Work under this Contract must be performed in strict compliance with County, State and Federal laws, codes, and regulations.
- Have at least five (5) years' experience in water quality improvement design and construction for the type of Work indicated in the Contractor's proposal.
- Demonstrate its technical expertise and capability to successfully design and construct MDE approved practices (creditable per MDE standards document).

5.4. Contractor's Responsibilities

- The Contractor must be thoroughly familiar with and understand all conditions and requirements of the Contract.
- The Contractor's personnel must conduct themselves in a courteous and professional manner whenever performing work under this Contract.
- The Contractor must not represent itself as an agent of the County.
- The Contractor must immediately notify the County Contract Administrator of any and all situations which may impact the progress of any work under the project, any contract-related issue, or any issue that may affect public/media relations.
- The Contractor must coordinate any public outreach, media announcements, etc., with the County's Contract Administrator.
- The Contractor must identify a single point of contact for the entire team (including any joint venture partnerships), who has the authority to make decisions for the Contract.

5.5. County's Responsibility

- The County will be responsible for inspecting the facility and/or practice(s) to confirm that it/they are built as proposed in the Contract and that it is in such condition that the County can accept for future maintenance.
- The County will be responsible for approving all media communications regarding the Project.
- The County will designate a Contract Administrator to oversee the administration of the Contract, in accordance with Section 6 of the General Conditions of the Contract between the County and Contractor, which is included in this solicitation in Section J. The Contract Administrator will monitor the Contractor's adherence to the terms and conditions of the Contract. The Contract Administrator will be identified in the Contract resulting from this solicitation.

5.6. Deliverables

Quarterly after Contract Execution: The Contractor must provide a written Schedule Update and Project Progress Update. The Progress Report must indicate any deviations from the work schedules included in the proposal for the Project and must indicate any issues potentially affecting delivery of the water quality credits by July 1, 2020.

By July 1, 2020: Transfer of agreed-upon water quality credits to Montgomery County at the price agreed-upon in any Contract resulting from this solicitation.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's Notice to Proceed and ends on December 31, 2020. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services.

The Contractor must also meet the timeline of completing the work and assigning water quality credits to Montgomery County by July 1, 2020, as described in the Scope of Services.

6.2 PRICE ADJUSTMENTS

Prices quoted are firm for the duration of the Contract.

7 SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals as follows:
 - Category A: Proposals submitted under Category A will be evaluated in accordance with the criteria listed below under Section D.7.1.9.a
 - Category B: Proposals submitted in Category B (Green Infrastructure) will be evaluated in accordance with Section D.7.1.9.c: Step 1 (Pass/Fail). For Offeror's who receive a Total "Pass" score under Step 1, the QSC will evaluate the Written Proposal using criteria in Section D.7.1.9.d.
- 7.1.2. Interviews will be conducted with offerors that achieve at least a score of 75 points based on the QSC's score for each written proposal in each category. The interview criteria that will then be utilized by the QSC are listed below under Section D.7.1.9.b for Category A proposals or Section D.7.1.9.e for Category B proposals.
- 7.1.3. The QSC will make its award recommendation of the highest ranked offeror for each category based on the QSC's combined written and interview scores, and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.6. Upon approval of a recommended award to a proposed awardee(s), by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee(s), the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.7. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted. If, in any category, proposals received do not meet the written proposal minimum points to qualify for the interview phase (see section 7.1.9), the County reserves the right to transfer the available funding to the alternate category, and select the second highest ranked proposal in that category.

7.1.9. EVALUATION CRITERIA

EVALUATION CRITERIA - CATEGORY A		POINTS
a. Written Proposal Evaluation Criteria: (Category A)		
The QSC will evaluate the written proposals based on the following criteria.		
1	<p>Project Definition</p> <p>a) Explain how this project meets the objectives of the solicitation; e.g., provision of impervious acre water quality credit. Delineate the amount of impervious acre water quality credit that will be provided under the proposal.</p> <p>b) Describe your project in detail. In addition to the Project description, please include the following in the proposal:</p> <ul style="list-style-type: none"> • Description of why each BMP was selected • Design and Construction plan • Description of plan for obtaining easements/agreements • Permitting and other regulatory requirements (i.e. anticipated permits and your team’s plan to address) • Interaction with Public and/or property owners; Public relations • Schedule for completing the project; schedule shall include all milestone dates including: completion of design, permitted drawings, start of construction, construction substantial completion and project certification • Project’s life cycle expectancy and estimated costs; • Description and estimate of maintenance costs for milestone periods (e.g., five years, etc.) • Other considerations for achieving the County’s goals. 	20
2	<p>Specific Offeror and Team Experience for Similar Work</p> <ul style="list-style-type: none"> • Describe your team and team members’ experience with projects similar to the proposed work. Indicate specific similar work (using project name and location) completed by the Offeror/team over the past 5 years. • Explain how you have structured your team, and why you structured it in this manner. Describe working relationships among team members and partners (e.g., have you worked together before, was a team member a result of a solicitation process, etc.). Explain what mechanisms you have in place to resolve any differences among team members. Explain how you would ensure continuity of project in the event of team member changes or departures. • Describe the experience and expertise of team/staff members, and roles and project responsibilities with the proposed work. Describe your team members’ experience and abilities relative to performance of this solicitation’s Scope of Services. Provide resumes for all key members. • Describe how your team’s experience complies with the requirements listed under the Contractor’s Qualifications, Section 5.3. 	15

3	<p>Financial Stability</p> <p>The Contractor will be responsible for carrying/financing the project costs until the delivery and certification of the water quality credits on or before July 1, 2020. Given that arrangement, explain the Offeror's financial stability to continue operations until payment is made. The provision of relevant financial documents (company financial statements, audits, etc.) will receive more scoring consideration.</p> <p>Please note: The County reserves the right to request further financial statements and other financial documents as a pre-award submission.</p>	10
4	<p>Start of Construction: The County has an interest in getting the construction of all or some of the Project work started on or before November 1, 2018.</p> <p>An Offeror will receive more if it presents a reasonable schedule indicating the start of construction on some Project work on or before November 1, 2018.</p>	10
5	<p>Costs: Provide the Offeror's cost breakdown and total cost for the proposed Work. The submitted total cost shall be binding on the Offeror.</p> <p>Also, using the impervious acre water quality credit indicated in Section 1 of the written proposal, determine the cost per Impervious Acre of credit.</p>	35
6	MFD Participation*	10
Highest possible QSC score for written proposal evaluation:		100
<p>b. Interview Evaluation Criteria: (Category A)</p> <p>The QSC will evaluate the interviews based on the following criteria.</p>		
1	Presentation of Project Definition and Plan including Proposer's responses to QSC Questions	35
2	Presentation of Offeror's Team experience including Proposer's responses to QSC Questions. Key Team members are expected to attend and participate in the presentation.	20
3	Presentation of Costs including Proposer's responses to QSC Questions.	35
4	MFD Participation*	10
Highest Possible QSC score for interview evaluation		100
Total Highest Possible Combined Score		200

*MFD Participation Requirements and Examples: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)

EVALUATION CRITERIA - CATEGORY B GREEN INFRASTRUCTURE		POINTS
<p>c. STEP 1: Pass/Fail</p> <p>Explain how your project meets the definition of green infrastructure included in this solicitation as Attachment D.</p> <p>Note: The County will evaluate whether the proposed project meets the referenced definition of green infrastructure. Only Offeror’s proposals that receive a Total “Pass” score under Step 1 will move forward to Step 2 below. Proposals that do not receive a “pass” score will not be evaluated further.</p> <p>The County is the sole arbiter of whether a project meets the referenced definition of green infrastructure; any County decision on this issue is final.</p>		Pass/Fail
Step 2: The QSC will evaluate the written proposals based on the following criteria.		
d. Written Proposal Evaluation Criteria: (Category B)		
1	<p>Project Definition</p> <p>c) Explain how this project meets the objectives of the solicitation; e.g., provision of impervious acre water quality credit. Delineate the amount of impervious acre water quality credit that will be provided under the proposal.</p> <p>d) Describe your project in detail. In addition to the Project description, please include the following in the proposal:</p> <ul style="list-style-type: none"> • Description of why each BMP was selected • Design and Construction plan • Description of plan for obtaining easements/agreements • Permitting and other regulatory requirements (i.e. anticipated permits and your team’s plan to address) • Interaction with Public and/or property owners; Public relations • Schedule for completing the project; schedule shall include all milestone dates including: completion of design, permitted drawings, start of construction, construction substantial completion and project certification • Project’s life cycle expectancy and estimated costs; • Description and estimate of maintenance costs for milestone periods (e.g., five years, etc.) • Other considerations for achieving the County’s goals. 	20
2	<p>Specific Offeror and Team Experience for Similar Work</p> <ul style="list-style-type: none"> • Describe your team and team members’ experience with projects similar to the proposed work. Indicate specific similar work (using project name and location) completed by the Offeror/team over the past 5 years. • Explain how you have structured your team, and why you structured it in this manner. Describe working relationships among team members and partners (e.g., have you worked together before, was a team member a result of a solicitation process, etc.). Explain what mechanisms you have in place to resolve any differences among team members. Explain how you would ensure continuity of project in the event of team member changes or departures. 	15

EVALUATION CRITERIA - CATEGORY B GREEN INFRASTRUCTURE		POINTS
	<ul style="list-style-type: none"> Describe the experience and expertise of team/staff members, and roles and project responsibilities with the proposed work. Describe your team members' experience and abilities relative to performance of this solicitation's Scope of Services. Provide resumes for all key members. Describe how your team's experience complies with the requirements listed under the Contractor's Qualifications, Section 5.3. 	
3	<p>Financial Stability</p> <p>The Contractor will be responsible for carrying/financing the project costs until the delivery and certification of the water quality credits on or before July 1, 2020. Given that arrangement, explain the Offeror's financial stability to continue operations until payment is made. The provision of relevant financial documents (company financial statements, audits, etc.) will receive more scoring consideration.</p> <p>Please note: The County reserves the right to request further financial statements and other financial documents as a pre-award submission.</p>	10
4	<p>Start of Construction: The County has an interest in getting the construction of all or some of the Project Work started on or before November 1, 2018.</p> <p>An Offeror will receive more points if it presents a reasonable schedule indicating the start of construction on some Project work on or before November 1, 2018.</p>	10
5	<p>Costs: Provide the Offeror's cost breakdown and the total cost for the proposed Work. The submitted total cost shall be binding on the Offeror.</p> <p>Also, using the impervious acre water quality credit indicated in Section 1 of the written proposal, determine the cost per Impervious Acre of credit.</p>	35
6.	MFD Participation*	10
Highest possible QSC score for written proposal evaluation:		100
d. Interview Evaluation Criteria: (Category B)		
e. The QSC will evaluate the interviews based on the following criteria.		
1	Presentation of Project Definition and Plan including Proposer's responses to QSC Questions	35
2	Presentation of Offeror's Team experience including Proposer's responses to QSC Questions. Key Team members are expected to attend and participate in the presentation.	20
3	Presentation of Costs including Proposer's responses to QSC Questions.	35
4	MFD Participation*	10
Highest possible QSC score for interview evaluation		100
Highest Total Possible Combined Score		200

*MFD Participation Requirements and Examples: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)

8 SECTION E - SUBMISSIONS

8.1 PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

- 8.1.1. Offerors must submit one original and six copies of its proposal for each Category in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals for each category must include the following information (including labeled sections numbered as shown):
- 8.1.1.1. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, and email address. . Please identify which category your proposal is for; nte that Category A and Category B Proposals must be submitted separately.
- 8.1.1.2. The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
- 8.1.1.3. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation. ([see Attachment A](#)).
- 8.1.1.4. If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), the offeror must submit the appropriate Wage Requirements Law forms found at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
- 8.1.1.5. Mid-Atlantic Purchasing Team Rider Clause – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf).
- 8.1.1.6. Minority, Female, Disabled Persons Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points ([see Section D](#), above and the requirements and examples at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf) **MUST complete and submit this form with its proposal submission.****
- 8.1.1.7. Minority Business Program and Offeror's Representation – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (see Sample of MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf) **Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section E, 8.1.1.6., above, should complete and submit this form with its proposal submission.**
- 8.1.1.8. A written proposal clearly labeled and indexed to specifically address each item listed in Section 7.1.9.a. for Category A proposals and Section 7.1.9.d for Category B proposals. Offerors must submit a separate proposal for each category.

8.2 AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted, within 14 business days of the County's request:

- 8.2.1 Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 8.2.2 Financial documentation to ascertain financial stability of any/all parties of the prime contractor.
- 8.2.3 Documentation related to the implementation of the projects

- 8.2.4 Offeror's Certification of Cost and Price (contract value greater than \$100,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf).
- 8.2.5 Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment C.
- 8.2.5.1 The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
- 8.2.5.2 These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor, and are applicable to any contract executed as a result of this solicitation.
- 8.2.6 If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf)).
- 8.2.7 Confirmation that Offeror and Offeror's subcontractors are registered in the County's Central Vendor Registration System: <https://www.mcipcc.net> . An example of acceptable confirmation is provided as Attachment F.
- 8.2.8 Verification from Maryland Department of Assessments and Taxation (SDAT) (<http://www.dat.state.md.us/sdatweb/real.html>) that the Offeror is good standing that is less than 30 days old. The submission of a Certificate of Good Standing is not required. A "screen shot" of the Offeror's good standing with a print date is adequate (See sample, Attachment G).

9 SECTION F - COMPENSATION

Compensation shall be based on the following conditions:

- a. If the Contractor provides the County with the amount of water quality credit specified in the proposal/Contract, the County will pay the Contractor the specified Total Cost of the Contract.
- b. If the Contractor provides less than the amount of water quality credit specified in the proposal/Contract, the County will compensate the Contractor for actual unit of water quality credits provided to the County based on a unit cost per impervious acreage basis; the unit rate is determined by dividing the contractual water quality credit amount by the contractual total cost, as provided in response to **Section D, 7.1.9**, in the evaluation criteria.
- c. If the Contractor does NOT complete (have certified) any part of a project to achieve water quality improvement credit by the July 1, 2020, deadline, the County is not obligated to provide compensation.
- d. The County will only compensate for work that is completed, has all regulatory approvals, and been inspected and certified by DEP for water quality Credit by July 1, 2020, unless otherwise agreed to in writing by the County, at the County's sole discretion, which may require a contract amendment.
- e. Compensation will be made, based on water quality credits assigned to Montgomery County at the completion of a project as described above, within 30 days after the County's receipt and acceptance of an invoice submitted by the Contractor and in a form approved by the County as follows:
 - For Project:
 - 1) Contractor completes project and obtains approved as-built plans
 - 2) Contractor submits all documentation (As-built drawings, permits, inspection reports, easements, maintenance plan, etc.) to the County.
 - 3) The County reviews documentation and schedules any inspections to determine if project meets contractual requirements within 60 days of receipt of documentation. Within 60 days of receipt of the Contractor's certification submission, the County will approve certification or will send a written response identifying any additional required documentation to be submitted by the Contractor.
 - 4) As appropriate, the County will send an acceptance letter to Contractor who shall attach that document to its invoice.
 - 5) The County will pay the Contractor for an invoice received in proper form for the accepted work as outlined above within 30 days of receipt of such invoice.

SECTION G - CONTRACT ADMINISTRATOR

10.1. AUTHORITY

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

10.2. USING DEPARTMENT

The Using Department is the Montgomery County Department of Environmental Protection.

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6.

10.3. CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is: Frank Dawson, Chief, Division of Watershed Management – Capital Projects.

10 SECTION H - SPECIAL TERMS AND CONDITIONS

10.1 The Contractor shall indemnify, defend and hold harmless the County, its officers, employees, and agents from any and all liability that could arise out of improper or unauthorized trespassing that could occur in the execution of the work.

11 SECTION I - ETHICS

As a result of being awarded a contract resulting from this solicitation, the successful contractor may be ineligible for the award of related contracts. In this regard, Montgomery County Code Sections 11B-52 (b) and (c) state the following:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (a) Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- (b) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

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12 SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor 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. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest

and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage

specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	CONTRACT DOLLAR VALUES (IN \$1,000's)			
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	

Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

TABLE B. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	CONTRACT DOLLAR VALUES (IN \$1,000's)			
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County

related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and

the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

27. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. Revised 03/01/2016

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

ATTACHMENT A

REFERENCES

a. **REFERENCES: (at least three are requested to be submitted)**

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days' notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled nonresponsible or nonresponsive by the Director, Office of Procurement or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

2. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

3. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

ATTACHMENT B

COST AND PRICE REQUIREMENTS

By submitting your proposal, offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the proposed awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.
- C. Offeror's Certification of Cost and Price information (the form on which to enter this information can be downloaded at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)).

RFP #1070436

ATTACHMENT C

MANDATORY INSURANCE REQUIREMENTS - WAIVED

ATTACHMENT D

GREEN INFRASTRUCTURE DEFINITIONS

Green infrastructure is a cost-effective, resilient approach to managing wet weather impacts that provides many community benefits. While single-purpose gray stormwater infrastructure—conventional piped drainage and water treatment systems—is designed to move urban stormwater away from the built environment, green infrastructure reduces and treats stormwater at its source while delivering environmental, social, and economic benefits.

When rain falls in natural, undeveloped areas, the water is absorbed and filtered by soil and plants. Stormwater runoff is cleaner and less of a problem. Green infrastructure uses vegetation, soils, or other elements and practices to restore some of the natural processes required to manage water and create healthier urban environments. At the city or county scale, green infrastructure is a patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the neighborhood or site scale, these stormwater management systems mimic nature, infiltrate, evapotranspirate, and/or beneficially reuse water.

<p>Green Infrastructure BMPs</p> <p>All ESD Practices in MDE Design Manual:</p> <ul style="list-style-type: none"> • Alternative Surfaces • Nonstructural Practices • Micro-Scale Practices
<p>Structural Practices in MDE Design Manual:</p> <ul style="list-style-type: none"> • Wet Ponds • Wetlands • Filtering Practices (ex. Bioretention) • Wet Swales • Infiltration Practices • Bioretention Filters • Dry Swales
<p>Alternative Urban BMPs:</p> <ul style="list-style-type: none"> • Reforestation on Pervious Urban • Impervious Urban to Pervious • Impervious Urban to Forest • Regenerative Step Pool Conveyance • Stream Restoration

**ATTACHMENT E
SAMPLE CONTRACT**

**CONTRACT
BETWEEN MONTGOMERY COUNTY, MARYLAND
AND
[CONTRACTOR NAME]**

**Contract No. 1070436
Water Quality Improvement Credits**

This Contract is between Montgomery County, Maryland (the “County”), 101 Monroe Street, Rockville, Maryland, 20850, and Contractor Name & Address (the “Contractor”). This Contract is as a result of a competitively issued solicitation, pursuant to Montgomery County Procurement Regulation 4.1.2.

BACKGROUND/INTENT

Background: Montgomery County, Maryland, (“the County”) through its Department of Environmental Protection (DEP) is responsible for fulfilling the requirements contained within its Municipal Separate Storm Sewer System (MS4) permit. The County receives credit under the Permit for treating untreated or inadequately impervious acreage, within a specified timeframe. To contribute to meeting the credit, the County issued a solicitation (No. 1070436) for cost-effective proposals for Projects which would result in water quality credits to be assigned to the County upon completion within the required timeframe. Projects are defined in two categories:

Category A: Proposal to treat the most impervious surface acres possible, which are currently untreated, to the maximum extent practicable (MEP), and secure the greatest pollutant load reductions possible by achieving Maryland Department of the Environment (MDE) water quality credits per the “Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014” (to include design, permits and plans, and construction).

Category B: Proposals distinctly for projects defined as green infrastructure best management practices (see Definitions, Attachment XX, RFP), that will treat the most impervious surface acres possible, which are currently untreated, to the maximum extent practicable (MEP), and secure the greatest pollutant load reductions possible by achieving Maryland Department of the Environment (MDE) water quality credits per the “Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014” (to include design, permits and plans, and construction).

This Contract is for [Title of Project] under Category [XX]. All work must be completed and certified for credit by July 1, 2020.

Intent: It is the intention of the County to enter into this Contract to perform the services as outlined in the resultant proposal from this solicitation dated [date], (Exhibit B), for the goal of achieving cost-efficient Water Quality Credits no later than July 2020. It is the intent that the Contractor will perform all work and assume all responsibilities to complete the implementation, for payment upon completed, certified work by July 2020.

ARTICLE I: SCOPE OF WORK

The Contractor must perform all work under this Contract as stated in RFP #1070436, Exhibit A, under the following:

- Section B, Scope of Services, subsections:
 - 5.2 Scope of Work

- 5.3 Contractor’s Qualifications,
 - 5.4 Contractor’s Responsibilities,
 - 5.5 County Responsibilities,
 - 5.6 Deliverables
- Section I, Ethics

ARTICLE II: PRICE ADJUSTMENTS

Prices quoted are firm for the duration of the Contract.

ARTICLE III: COMPENSATION

The Compensation requirements for this Contract are defined in the RFP, Section F.

ARTICLE IV: SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions for this Contract are defined in the RFP, Section H.

ARTICLE V: CONTRACT ADMINISTRATOR

a. Montgomery County:

- 1) Authority. The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.
- 2) Using Department. The Contract Administrator will oversee the administration of the Contract, in accordance with General Conditions of Contract between County and Contractor Section J, item #6, which is included in this RFP, Exhibit A.

The Contract Administrator for this Contract will be:

Frank Dawson
 Chief, Division of Watershed Management – Capital Projects
 Department of Environmental Protection
 255 Rockville Pike, STE 120
 Rockville, MD 20850

b. Contractor Contact:

- 1) Contract Manager. The Contract Manager will oversee the administration of this Contract. The Contract Manager must monitor and adhere to the terms and conditions of the Contract and be the point-of-contact for administering, managing and facilitating all Contract-related issues and activities, and coordinating communications for all projects assigned to the Contractor.

The Contract Manager for [COMPANY] will be: [To be added at time of signature]

NAME
 TITLE
 COMPANY
 ADDRESS
 PHONE
 EMAIL

ARTICLE VI: TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's Notice to Proceed and ends on December 31, 2020. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services.

The Contractor must also meet the timeline of completing the work and assigning credits by July 2020, as described in the scope of work.

ARTICLE VII: GENERAL CONDITIONS BETWEEN COUNTY AND CONTRACTOR

The General Conditions of Contract Between County and Contractor, which are incorporated herein and made a part of this Contract, are included in the RFP (Exhibit A) as follows:

- The "General Conditions of Contract Between County and Contractor" (Section J);
- The "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Subcontractor Performance Plan," (Web Links List, page 4, item 9).
- The "Mandatory Insurance Requirements" (Attachment C). Please note that the insurance is Waived for this solicitation.
- The "Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Wage Requirement Certification" (Web Links List, page 4, item 16).

The above documents will be collectively referred to as "General Conditions," and are incorporated herein by reference and made a part of this Contract.

The Contractor must meet all conditions and requirements in the attached General Conditions. Failure to comply with these provisions will be cause for Termination of this Contract for Default.

ARTICLE VIII: PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into and made part of this Contract. In the event of a conflict among the documents comprising this Contract, the order of priority for the purposes of resolving conflicts is:

- a. This Contract document;
- b. The "General Conditions" as defined in Article VII of this Contract;
- c. RFP No. 1070436, Exhibit A;
- d. Proposal from Contractor, Exhibit B, dated [month/day], 2016, inclusive of cost proposal.

(SIGNATURE PAGE FOLLOWS)

ARTICLE IX: SIGNATURES

IN WITNESS THEREOF, the parties herein have executed this AGREEMENT as of the day and date of signature by the COUNTY's Director, Office of Procurement.

CONTRACTOR NAME

By: **SAMPLE** _____
Typed: _____
Title: _____
Date: _____

MONTGOMERY COUNTY, MARYLAND

By: **SAMPLE** _____
Cherri Branson, Director
Office of Procurement
Date: _____

RECOMMENDED

By: _____
Lisa Feldt, Director
Department of Environmental Protection
Date: _____

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY

By: _____
Typed: _____
Date: _____

ATTACHMENT F**Vendor Registration**

MONTGOMERY COUNTY LOCAL SMALL BUSINESS RESERVE PROGRAM **LSBRP**
Application as of 12/12/2013

LEGAL NAME: **LSBRP Printing**

VRSV Vendor ID: **LBP16021**

LSBRP Activity

Registration Expires: 12/11/2016
Application Created: 12/12/2013 4:09 pm EST
Last Profile Update: 12/12/2013 4:10 pm EST
Date Self Certified: 12/12/2013 4:10 pm EST
Last Renewal: N/A

Pre-Qualification Information

- | | |
|--|---------------------------------------|
| 1. Business Type: | Service |
| 2. Are you a Broker other than real estate, investment, or insurance sales? | No |
| 3. Is the Business independently owned and operated? | Yes |
| 4. Is the Business a subsidiary of another firm? | No |
| 5. Is the physical Business location(s) only in Montgomery County Maryland? | Yes |
| 6. Is any county Business Location a residential address? | No |
| 7. I have read and am in compliance with Montgomery County Maryland Department of Permitting Services regulations for Home Occupation. | N/A |
| 8. Business Inception Date? | 12/05/2011 |
| 9. Total number of employees on payroll: | 2 |
| 13. Gross Sales for the most recent three years: | 2012 - \$ 100,000
2011 - \$ 75,000 |

Registration Information

Identification	Business Contact and Address
Supplier Number: ** TBD	LSBRP Printing
Federal EIN / TIN: 23-4123085	
Business License:	Colin Dalzell
Dun & Bradstreet D-U-N-S#:	1234 Main St Rockville, MD, 20850 Phone: (301) 476-4290 colin@eepex.com

Owners, Partners or Proprietors

Chuck Dalzell Mario Castreves

Other Information

Business Structure: **Corporation** Are you a certified minority business? **No**

Signature

SIGNED: 12/12/2013 4:10 pm EST [67.168.94.133]
Name: **Chuck Dalzell / COO**
Phone: (301) 476-4290 EMail: **chuck@eepex.com**
Role: **Senior Executive**




PRODUCTS / SERVICES

962-58 Professional Services (Not Otherwise Classified)

ATTACHMENT G

MD. SDAT Good Standing Status

Maryland.gov Phone Directory State Agencies Online Services

 MARYLAND .gov DEPARTMENT OF ASSESSMENTS & TAXATION  

HOME ABOUT REAL PROPERTY BUSINESSES FORMS & APPLICATIONS STATS & REPORTS SERVICES

Business Information

- > Main Menu
- > **Business Information**
- > UCC/Security Interest
- > Certificate of Status
- > Rate Stabilization
- > Search Help
- > Image Availability
- > Definitions

Maryland Department of Assessments and Taxation Business Services (w1) [Search Help](#)


Entity Name: YOUR COMPANY NAME
Department ID: YOUR COMPANY ID #

General Information | Amendments | Personal Property | Certificate of Status

Principal Office (Current): YOUR COMPANY ADDRESS

Resident Agent (Current): YOUR AGENT INFORMATION AND ADDRESS

Status: INCORPORATED

Good Standing: Yes 
What does it mean when a business is not in good standing or forfeited?

Business Code: Ordinary Business - Stock

Date of Formation or Registration: 10/04/1967

State of Formation: MD

Stock/Nonstock: Stock

Close/Not Close: Unknown