

5. SECTION B - SCOPE OF SERVICES

5.1. **BACKGROUND**

- 5.1.1. The Maryland Department of the Environment (MDE) issued Montgomery County (the County) its 4th generation National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit on November 4, 2021. The permit expires on November 4, 2026, unless the permit is administratively continued by MDE.
- 5.1.2. In May 2023, the County completed its first phase of the Comprehensive Flood Management Plan (CFMP). The CFMP is a multiyear effort designed to improve the County's ability to prevent, prepare for, respond to, and recover from flooding. The CFMP will include policy and programmatic components and technical studies to guide the County's flood mitigation programs.
<https://www.montgomerycountymd.gov/flooding/county/plan.html>
- 5.1.3. The County requires professional consulting and engineering services, including expertise, all labor, all equipment, and reporting to assist with work required by the NPDES MS4 permit and to support the Comprehensive Flood Management planning and implementation. Many of the tasks reference guidance provided by MDE, and the Contractor must perform all services in strict compliance with all guidance and guideline documents, including compliance with any updates to those documents by MDE.

5.2. **INTENT**

- 5.2.1. **The County intends to enter into a maximum of five contracts to provide comprehensive engineering support services** to ensure the County meets the requirements of Part IV, Standard Permit Conditions and Part V, Program Review and Annual Progress Reporting, of the County's MS4 permit ([Montgomery County MS4 Permit Final.pdf \(maryland.gov\)](#)). In addition, the County requires engineering services to support its recently initiated multi-year comprehensive flood management planning and implementation effort. More information about that process can be found here: <https://www.montgomerycountymd.gov/flooding/county/plan.html>.
- 5.2.2. A sample of the Contract that the County expects to issue is provided as Attachment E.
- 5.2.3. The word "Contract(s)" in this RFP refers to the Contract(s) that the County expects to issue as a result of this solicitation.

5.3. **WORK STATEMENT/ SCOPE OF SERVICES**

- 5.3.1. Work Statement: The Contractor(s) must provide trained, qualified, experienced personnel to implement the professional, administrative, technical, and engineering services required to support the County with meeting the requirements of the MS4 Permit and implementation of the CFMP.
- 5.3.2. Work performed must be in strict compliance and accordance with 2021 MS4 Permit at [Montgomery County MS4 Permit Final.pdf \(maryland.gov\)](#) and referenced guidance documents and guidelines provided by MDE, including strict compliance with any updates to those documents, and in strict compliance with all applicable County, municipality, State, and Federal laws and regulations.
- 5.3.3. Work involving source tracking and IDDE may require working in closed storm drain systems in urban areas. The Contractor's staff must have and maintain confined space certification.
- 5.3.4. The Contractor must provide maintenance of traffic to ensure vehicle and pedestrian safety for State Highway and Montgomery County roadways.

5.3.5. Scope of Services:

5.3.5.1. Source Identification:

- 5.3.5.1.1. Source Identification assignments will utilize a geodatabase, which is a database designed to store both tables (non-spatial data) and spatial data. The structure of a geodatabase is relational; therefore, information is stored in a number of data types with relations between them. This structure is used to eliminate redundancy, creating a faster and more compact database. There are two major data entities in a geodatabase: feature classes and tables.
- 5.3.5.1.2. The County must follow the MS4 geodatabase in accordance with MDE's "National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System, Geodatabase Design and User's Guide" (Version 1.2, May 2017), and subsequent updates published by MDE. The County also has an internal Stormwater Tracking and Reporting System (STARS). The STARS database follows this same format, with a few additional feature classes and tables used to manage the County's data.
- 5.3.5.1.3. The STARS database is used to generate the annual MS4 Annual report geodatabase. The basic structure of the 2017 NPDES Geodatabase can be found here:
<https://mde.maryland.gov/programs/Water/StormwaterManagementProgram/Documents/MS4Geodatabase%20Users%20Guide%20May%202017.pdf>. Subsequent draft updates to the geodatabase have been developed by MDE and provided to the County. The County will make these databases and any updates available to the Contractors that are awarded contracts resulting from this solicitation, as part of the Task Order Proposal Request process.
- 5.3.5.1.4. These responsibilities will include, but are not limited to:
 - 5.3.5.1.4.1. Assist the County with management of MS4 geodatabase and associated tables,
 - 5.3.5.1.4.2. Assist the County with management of the County's STARS database,
 - 5.3.5.1.4.3. Provide Geographic Information System (GIS) services in support of the permit geodatabase requirements, and/or
 - 5.3.5.1.4.4. Provide drainage area delineations.

5.3.6. Illicit Discharge Detection and Elimination:

- 5.3.6.1. Assist the County with implementation of the Illicit Discharge Detection and Elimination (IDDE) Program, including conducting field screenings of a minimum of 150 outfalls annually, conducting annual visual surveys of commercial/ industrial properties, and conducting episodic investigations based on residents' and property/business owners' complaints.

5.3.7. Property Management and Maintenance:

- 5.3.7.1. Develop, implement, track, train, and maintain good housekeeping plans and stormwater pollution prevention planning in accordance with the MS4 permit. The Contractor must provide training to County employees and contractors.
- 5.3.7.2. Develop a County Salt Management plan and provide assistance with tracking of deicing and anti-icing use by County and co-permittees and provide training on proper deicing and anti-icing BMPs. Training will be provided to County employees and contractors. The Contractor may also be required to develop and

provide training for private business owners and property management companies, as well as private contractors that conduct winter weather activities.

- 5.3.7.3. Assist with the Countywide program to support and implement strategies to reduce trash and litter in our streams. This work is in support of the requirements in the in MS4 permit, and to support programs toward meeting the Anacostia Trash TMDL.

5.3.8. Public Education/Outreach:

- 5.3.8.1. Assist the County with continuing to implement a public education/outreach program to reduce stormwater pollutants. Tasks may include development of brochures, pamphlets, press releases, and other materials used for public awareness. In addition, the Contractor may be required to provide assistance with public information meetings regarding the development of watershed assessments, TMDL implementation plans, and flood management planning and studies.

5.3.9. Watershed Assessments:

- 5.3.9.1. Assist the County with development of Countywide watershed assessments, tributary assessments, and watershed management plans, including but not limited to:
- 5.3.9.1.1. Develop assessments to help guide future watershed management decisions.
 - 5.3.9.1.2. Prioritize watershed within the County for more detailed tributary assessment.
 - 5.3.9.1.3. Identify priority areas at sub-tributary or catchment level.
 - 5.3.9.1.4. Identify potential restoration projects and/or project areas.

5.3.10. Funding Support:

- 5.3.10.1. Stormwater utility excise tax support including rate modeling, rate structure, and credit program enhancements.
- 5.3.10.2. Low-interest financing application support including, but not limited to, identification of projects, development of application, and submission to relevant entities.
- 5.3.10.3. Grant project development.
- 5.3.10.4. Grant proposal development and submission.
- 5.3.10.5. Grant administration and implementation.

5.3.11. TMDL Implementation Plans (IP):

- 5.3.11.1. Assist the County with developing new, and/or updating existing, TMDL Implementation Plans in accordance with [Guidance for Developing Local Nutrient and Sediment TMDL \(Total Maximum Daily Load\) Stormwater Wasteload Allocation \(SW-WLA\) Watershed Implementation Plans \(WIPs\)](#) and [TMDL Implementation Progress and Planning Tool \(TIPP\)](#) published by MDE, and/or other MDE TMDL guidance.
- 5.3.11.2. Assist the County with source track-down for the PCB and/or bacteria TMDL, in accordance with the [Guidance for Developing Bacteria TMDL \(Total Maximum Daily Load\) Stormwater Wasteload Allocation \(SW-WLA\) Watershed Implementation Plans \(WIPs\)](#) published by MDE and [Guidance for Developing Local PCB TMDL \(Total Maximum Daily Load\) Stormwater Wasteload Allocation \(SW-WLA\) Watershed Implementation Plans \(WIPs\)](#) published by MDE.
- 5.3.11.3. Assist the County with developing the annual Countywide Stormwater TMDL Implementation Plan, and with evaluating the effectiveness of the County's TMDL implementation planning.

- 5.3.11.4. Assist the County with developing new TMDL IP in accordance with current and future guidance and modeling required by MDE (see [MDE TMDL Implementation Guidance and Tools Website](#)).
 - 5.3.12. Annual Reporting:
 - 5.3.12.1. The Contractor must assist the County with MS4 Annual Reporting in accordance with the requirements in the MS4 permit, as well as developing the biannual Financial Assurance Plan. The MS4 Permit's reporting requirements include the following (also see [MS4 Permit Part V. Program Review and Annual Progress Reporting](#)):
 - 5.3.12.2. "...Annual progress reports, required under 40 CFR §122.42(c), will facilitate the long-term assessment of Montgomery County's NPDES stormwater program. The County shall submit annual reports on or before December 31st and post these reports on the County's website. All information, data, and analyses shall be based on the State's fiscal year and include:
 - 5.3.12.2.1. An executive summary on the status of implementing the County's MS4 programs that are established as permit conditions including:
 - 5.3.12.2.1.1. Permit Administration;
 - 5.3.12.2.1.2. Legal Authority;
 - 5.3.12.2.1.3. Source Identification;
 - 5.3.12.2.1.4. Stormwater Management;
 - 5.3.12.2.1.5. Erosion and Sediment Control;
 - 5.3.12.2.1.6. Illicit Discharge Detection and Elimination;
 - 5.3.12.2.1.7. Property Management and Maintenance;
 - 5.3.12.2.1.8. Public Education;
 - 5.3.12.2.1.9. Stormwater Restoration;
 - 5.3.12.2.1.10. Countywide Stormwater TMDL Implementation Plan;
 - 5.3.12.2.1.11. Assessment of Controls; and
 - 5.3.12.2.1.12. Program Funding.
 - 5.3.12.2.2. A narrative summary describing the results and analyses of data, including monitoring data that is accumulated throughout the reporting year;
 - 5.3.12.2.3. Expenditures for the reporting period and the proposed budget for the upcoming year;
 - 5.3.12.2.4. A summary describing the number and nature of enforcement actions, inspections, and public education programs;
 - 5.3.12.2.5. The identification of water quality improvements and documentation of attainment and/or progress toward attainment of schedules, benchmarks, deadlines, and applicable stormwater WLAs developed under EPA established or approved TMDLs; and
 - 5.3.12.2.6. The identification of any proposed changes to the County's program when stormwater WLAs are not being met.
 - 5.3.12.2.1. An executive summary on the status of implementing the County's MS4 programs that are established as permit conditions including:
 - 5.3.12.2.1.1. Permit Administration;
 - 5.3.12.2.1.2. Legal Authority;
 - 5.3.12.2.1.3. Source Identification;
 - 5.3.12.2.1.4. Stormwater Management;
 - 5.3.12.2.1.5. Erosion and Sediment Control;
 - 5.3.12.2.1.6. Illicit Discharge Detection and Elimination;
 - 5.3.12.2.1.7. Property Management and Maintenance;
 - 5.3.12.2.1.8. Public Education;
 - 5.3.12.2.1.9. Stormwater Restoration;
 - 5.3.12.2.1.10. Countywide Stormwater TMDL Implementation Plan;
 - 5.3.12.2.1.11. Assessment of Controls; and
 - 5.3.12.2.1.12. Program Funding.
- 5.3.13. Professional Consulting and Engineering Technical and Support Services:
 - 5.3.13.1. Conduct feasibility studies to prioritize restoration projects, restoration credit calculations, wetland and floodplain delineations, surveying, including bathymetric, documenting existing conditions, and forest delineations.
 - 5.3.13.2. Provide design, permitting, construction administration, and as-built certification for stormwater pond retrofit, stream and outfall restoration, environmental site design/green infrastructure, and other stormwater management best

management practice (BMP) restoration projects designed in accordance with the with [2021 MS4 Permit and Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated Guidance for National Pollutant Discharge Elimination System Stormwater Permits, November 2021](#)

- 5.3.13.3. Provide the design, permitting, construction administration, and as-built certification for the maintenance and/or repair of existing stream restoration, stormwater management ponds; underground facilities; and BMPs.
 - 5.3.13.4. Conduct inspections of alternative BMPs, such as stream restoration, urban tree canopy, forest planting, and other alternative and land conversion BMPs.
 - 5.3.13.5. Conduct assessments for feasibility of small-scale green infrastructure stormwater projects on residential, congregation, and other private properties.
 - 5.3.13.6. Provide other general professional and engineering services to support the implementation of the NPDES MS4 program and comprehensive flood management.
- 5.3.14. Professional and Engineering Services Supporting Flood Management Policy, Planning, and Design:
- 5.3.14.1. Assist the County with review of MDE's regulatory and programmatic changes developed through the [Advancing Stormwater Resiliency in Maryland \(A-StoRM\)](#), and assist the County with the policy, programmatic, and regulatory changes associated with A-StoRM efforts. Provide policy and programmatic efforts to continue the County's CFMP implementation.
 - 5.3.14.2. Provide design, permitting, survey, construction administration, and as-built certification for flood mitigation and climate resiliency projects.
 - 5.3.14.3. Provide technical watershed studies to characterize flood risks and vulnerabilities in selected watersheds in the County.
- 5.3.15. Other Professional and Engineering Support Services:
- 5.3.15.1. Assist the County with incorporation of the County's Racial Equity Social Justice objectives, and diversity and inclusivity principles: see <https://www.montgomerycountymd.gov/dep/about.html> and <https://www.montgomerycountymd.gov/ore/framework.html>; and environmental justice considerations in implementation of the MS4 permit programs and CFMP, and in conducting assessments of existing programs using an equity lens.
 - 5.3.15.2. Data and Statistical analysis to support programs and policies.
 - 5.3.15.3. Grant writing assistance for state and federal grant applications.
 - 5.3.15.4. The County reserves the right to resolicit for these services should a Contractor fail to respond to at least 75% of Task Order Requests for Proposal (TOPR) issued in any Fiscal Year. "Responding" is defined as the Contractor either 1) submitting a proposal in response to a TOPR issued to it, or 2) submitting a brief notification via email to the Contract Administrator that the Contractor will not be submitting a proposal for that TOPR within three business days of issuance of the TOPR. There is no 'penalty' to the Contractor for not submitting a proposal in response to a TOPR as long as the Contractor notifies the Contract Administrator as required.
- 5.3.16. General Information:
- 5.3.16.1. Travel, travel time, mileage, parking, and all other travel-related expenses will not be compensated separately.

- 5.3.16.2. No work may begin until the Contractor has received a Purchase Order and Notice to Proceed specific to that work.
- 5.3.17. Location: The Contractor must perform the work at sites located anywhere within Montgomery County; locate assigned sites in Montgomery County using available data from geographic information systems, Google maps, etc.; and access County offices and worksites as required.
- 5.3.18. Multiple Projects: The Contractor must perform work on multiple projects within the allotted timeframes at various locations.
- 5.3.19. Method of Ordering Work. The County may issue work through Purchase Orders and Task Orders. Issuance of work is contingent upon appropriation of funds by the Montgomery County Council and the encumbrance of funds, as provided by the Montgomery County Code.
- 5.3.19.1. There is no guarantee by the County to any Contractor(s) that it will be awarded any particular number of assignments or Task Orders, any portions of an assignments or Task Order, or a specific total dollar value of assignments or Task Orders.
- 5.3.19.2. While the County expects to issue assignments and Task Order Proposal Requests (TOPRs) to all Contractors over the contract term, it reserves the right to issue assignments or TOPRs to one or more specific Contractors when in the best interest of the County to do so.
- 5.3.20. Task Orders: The County may issue Task Order Requests for Proposals (TOPR). The TOPR will include a detailed description of the work, including a completion date, and a statement as to whether the Task Order will be awarded on a lowest-price basis or if other criteria in addition to price will be evaluated. Information in the TOPR may include but is not limited to: a description of the scope of work/assignment, expected objectives, deliverables, the expected timeframe for completion, the level of effort required, expected payment structure (e.g., lump sum, time and materials, unit price, or combination, etc.), any background information to be supplied by the County, preferred work location. Task Orders may include the requirement for development of a Quality Assurance Project Plan (QAPP) for the work to be performed.
- 5.3.20.1.1. If criteria other than cost will be evaluated, the TOPR will include a list of those evaluation criteria and a basis on which each criterion will be scored.
- 5.3.20.1.2. Contractors must respond to the TOPR by either submitting a proposal per the TO requirements or by emailing the Contract Administrator within three business days of issuance of the TOPR with notification that it will not be submitting a proposal. **There is no 'penalty' to a Contractor for submitting this notification.**
- 5.3.20.1.3. The Contractor's written proposal must address all requirements of the TOPR, which may include, but not be limited to: detailed scope of work explaining the approach and methodology to perform and complete the work; list of key personnel; detailed schedule; price proposal in strict accordance with the contract rates, clearly showing the number of hours and labor categories to be used for all staff and subcontractors based on the fully burdened hourly rates approved for the Contract, and contact information for its Task Order Manager. The Contractor must also provide a detailed list of any Other Direct Costs to be paid under the Task Order, if any. The County

- will not pay any mark-up or fees on Other Direct Costs (ODC) for equipment and materials.
- 5.3.20.1.4. For each Task Order, the Contractor must assign sufficient and appropriately qualified key personnel for timely, efficient, and effective performance and execution of the work.
- 5.3.20.1.5. The Contractor must work closely with the County to coordinate and manage the Task Orders, and to provide required reports/deliverables. If required in a TOPR, the Contractor must provide a summary of the day or week's work via an email to the TO Manager with a CC to the Contract Administrator and provide an internal quality control review of all draft and final products prior to delivery to the County. If the County identifies errors and omissions by the Contractor in draft and final work products, the County will review these errors with the Contractor, and the work products must be corrected at no expense to the County within the time-period required by the County.
- 5.3.20.2. Task Order Award Process: For TOPRs issued on a lowest-price basis, the Contractor with the lowest responsive and responsible TOPR response will be the Task Order awardee. For TOPRs issued with criteria in addition to price, the Contractor that receives the highest rating in the selection process per the evaluation criteria in the TOPR will be the Task Order awardee.
- 5.3.20.3. With County approval, certain subcontractors required for accomplishment of Task Order work may be included as an "Other Direct Cost" item. Other Direct Costs from the Contractor and its subcontractors shall be reimbursed at Contractor's or subcontractors' cost.
- 5.3.20.4. The Contractor must bear all the costs relating to meetings with the County to discuss new Task Order assignments, preparing the Task Order Proposals, and negotiating the Task Order Proposals with the County, etc.
- 5.3.20.5. Task Order Schedule: The Contractor must adhere to the approved Task Order Schedule. When necessary, the County will initiate a schedule for completing any task or subtask within the Task Order. The costs agreed to between the County and Contractor at the time of award for each Task Order will remain in effect until the completion of that Task Order. DEP may, at its discretion, elect not to issue any subtask within an awarded Task Order. Task Orders may be changed only with prior written authorization by the County.
- 5.3.20.6. Task Order Continuation of Work After Contract Expiration and Task Order Termination: **No new work will be issued after the third Contract year.** Any Task Order(s) assigned before the expiration date of the Contract must be completed with all the terms, conditions, scope of services, and prices of the Contract in effect until the Task Order assignment(s) is completed and accepted by the Contract Administrator. The County reserves the right to terminate any Task Order before its completion if, in the County's sole determination, it is in the best interest of the County to do so. In the event of such termination of a Task Order, the County will compensate the Contractor for work completed on the Task Order prior to the termination in accordance with the procedures and conditions described herein.
- 5.3.21. Meetings: When required, the Contractor must meet with the County to discuss the work of the Contract. If required, the Contractor must have its Task Order Project Leaders attend the meetings. Meetings are not compensated separately. All meetings shall be

held at DEP's Offices, on-site, via conference call, Microsoft Teams, or using other electronic means, at the County's discretion. If required, the Contractor must provide a summary of the minutes of all project/business meetings to the County no later than one calendar week after the meeting. After receiving the draft minutes, the County will provide acknowledgement or any clarifications back to the Contractor. The Contractor must incorporate the County's edits into the minutes and return the final version to the County within five business days.

- 5.3.22. Existing data: The work under this Contract potentially includes data from previous work done to implement the 2021 MS4 permit and CFMP. The County may provide the Contractor with prior years' data, which the Contractor must integrate with new data for reporting/programmatic purposes.
- 5.3.23. Reporting: Unless otherwise required by the County, the Contractor must submit a monthly progress report for each Task Order, in a format approved by the County, with each invoice. The report must include but is not limited to a summary of conditions affecting each task order assignment; work accomplished during the month; work expected for the following month; financial status of each project; pertinent information on materials or equipment deliverables; any issues/delays related to the Task Order assignment; and updated project schedules. Each Task Order report must include the name and contact information for the Contractor's Task Order Manager. Other reporting requirements may be specified in each Task Order Proposal Request.
- 5.3.24. Key Personnel: Key Personnel identified by the Contractor will be made a part of the Contract, and must, at a minimum, include the Principal in Charge/Contract Manager and Task Order Manager. If it should become necessary to replace any of the Key Personnel, the Contractor must notify the County's Contract Administrator in writing within three business days. When replaced, the new Key Personnel's qualifications, certifications, and experience must be sufficient to fulfill the contract requirements, and their appointment is subject to written approval of the Contract Administrator. The new Key Personnel's tasks and responsibilities under this Contract must be the same as those of the replaced individual, and the billing rate must not exceed that of the replaced individual. The Contract Administrator may direct the Contractor to remove and replace specific Key Personnel if, in the sole discretion of the Contract Administrator, the Key Personnel specified is not performing satisfactorily. The Contractor must ensure that no delays or reductions in quality of work occur due to personnel replacements.
- 5.3.25. Information Systems: The Contractor may be afforded remote access privileges to Information Systems, or otherwise work on or interface with Information Systems, and must ensure that the Information Systems, including electronic data assets, are protected from unauthorized or inadvertent access, use, destruction, modification, disclosure, theft, or denial of service. The Contractor must adhere to the most recent version of the County's Information Security Procedure (AP 6-7), which will be provided to the Contract Awardees. Adherence to other information security documents provided to the Contract Awardees may also be required. The Contractor must be in strict compliance with these documents and any updates to them.
- 5.3.26. GIS Data: The Contractor may be required to have access to certain County-owned GIS data products to perform this work; such data must be used only for this purpose. There is no cost to the Contractor for this data.
- 5.3.27. Database Access: The Contractor may be required to access and enter data into a County owned and maintained SQL Server databases. Access to these databases is

only to be used for the purpose of this work. There is no cost to the Contractor for use of these database products.

5.4. **CONTRACTOR'S QUALIFICATIONS:**

The Contractor must:

5.4.1. **Be able to self-perform 70% of the work.**

5.4.2. Be knowledgeable of all laws, rules, and regulations, and protocols which are applicable to performance of work under the Contract. Such laws, rules, and regulations include, but are not limited to, County laws and regulations, including Montgomery County Code, [Chapter 19, Article I and II, Erosion, Sediment Control and Stormwater Management Regulations](#), Article IV., Water Quality Control, and Chapter 19. Erosion, Sediment Control and Stormwater Management Regulations, and laws and environmental codes of County, State, and Federal authorities, and must implement changes to its work in accordance with changes made to these laws, regulations, and protocols.

5.4.3. Be knowledgeable of, and strictly adhere to, all applicable permitting rules, regulations, and requirements from all local, State, and Federal permitting for environmental restoration, forest conservation, floodplain regulations, and other permitting requirements.

5.4.4. Maintain professional certifications required to perform the work per County, State, or other regulations.

5.4.5. Have the staffing, skills, and capabilities to respond quickly to Task Order Proposal Requests and assignments, and to perform simultaneous varied projects of competing priorities within the allotted time frames.

5.4.6. Have demonstrated experience in all facets of services as listed in this RFP and the resultant Contract and Task Orders, and have the personnel, ability, skill, equipment, and certifications necessary to administer and perform all the work in a timely and efficient manner.

5.5. **CONTRACTOR'S RESPONSIBILITIES**

5.5.1. The Contractor must maintain its business in "good standing" with the State of Maryland Department of Assessments and Taxation Business Services, <https://dat.maryland.gov/businesses/Pages/default.aspx>, at all times during the performance of the Contract. See section 4.1.9.

5.5.2. The Contractor must maintain and update, as applicable, the Contractor's information in the County's Central Vendor Registration System (CVRS) at <http://www.mcipcc.net/> within 15 days of any changes. This includes any Automated Clearinghouse (ACH) changes for payment deposits that can only be updated through the CVRS system by the Contractor.

5.5.3. The Contractor must notify the County within 15 days of any changes in the company name (including "dba" changes), address, and/or Tax ID changes. The e-mail to submit this information is DEP.Procurements@montgomerycountymd.gov.

5.5.4. The Contractor must furnish a current Certificate of Insurance (COI) that complies with the requirements in Attachment C to this solicitation before execution of the Contract. The ACORD form, or equivalent, must be provided to the County for Risk Management review and approval. COI renewals must be submitted within 15 days of expiration to DEP.Procurements@montgomerycountymd.gov. If the Contractor's Certificate issuer permits, it is recommended that the Contractor add the DEP Procurements e-mail to a direct-distribute list so DEP will receive COI renewals directly from the broker.

- 5.5.5. The Contractor must develop and adhere to a quality assurance program that ensures, at a minimum, that experienced personnel provide timely oversight to all work performed, and that work is completed with due care and professional competence in accordance with correct protocols.
- 5.5.6. The Contractor must provide technical and management competency and experience in all facets of required services, and must have and maintain the personnel, capacity, abilities, skills, equipment, and certifications necessary to administer, perform, and review for quality control/quality assurance, all the work required of it under the Contract.
- 5.5.7. The Contractor must be responsible for any errors, inconsistencies, or inaccuracies in its work, and for reporting resulting from such errors, and must use due care with professional competence throughout the period of performance under the Contract. The Contractor must, at no additional cost to the County, immediately correct all errors and omissions in any documentation and render assistance to the County in resolving problems, including third-party claims.
- 5.5.8. Principal In-Charge/Contract Manager - The Contractor must designate a Principal-in-Charge to serve as Contract Manager to oversee the administration of this Contract. The Principal-in-Charge/Contract Manager must monitor the Contractor's adherence to the terms and conditions of the Contract, and must 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.
- 5.5.9. The Contractor must immediately notify the County's Contract Administrator of all situations which may impact the progress of any work, or of any Contract-related issue.
- 5.5.10. The Contractor, its employees, servants, agents, subcontractors; all material used; all equipment used; and the conduct of the work performed must comply with all Federal, State, County, and local laws, codes, and regulations. Without charge to the County, the Contractor must obtain all licenses, permits, certifications, and insurance required in connection with the performance of services, except for those relating to access to the sites.
- 5.5.11. The Contractor must be experienced in all facets of services as listed in this RFP and the resultant Contract and Task Orders, and have the personnel, ability, skill, equipment, and certifications necessary to administer and perform all the work in a timely and efficient manner.
- 5.5.12. No subcontractor may be retained by the Contractor without the prior written approval of the County. The Contractor must coordinate, direct, and ensure technical accuracy of all services performed by its subcontractors; must coordinate and administer its team and subcontractors, including staff assignments, invoices, and report project status as required; and must ensure that its subcontractors comply with all terms and conditions of the Contract.

5.6. COUNTY'S RESPONSIBILITIES

- 5.6.1. Contract Administrator - The County shall designate a Contract Administrator to oversee the administration of the Contract. The Contract Administrator will monitor the Contractor's adherence to the terms and conditions of this Contract and provide direction for County staff assigned to oversee work under the Contract.
- 5.6.2. Project Manager - The County shall designate a Task Order Manager for each Task Order issued to the Contractor. The Task Order Manager shall provide information needed by the Contractor, as it is available and needed, in a timely manner, and will monitor the progress of each Task Order and the Contractor's performance.

- 5.6.3. The County will provide access to, and make provisions for, the Contractor to enter upon public and private lands as required. Except as prohibited by law, the County will permit the Contractor reasonable access to records and other information when required.
- 5.6.4. The County will give prompt written notice to the Contractor if the County observes or otherwise becomes aware of any fault or defect in services being provided, equipment being used, or for nonconformance with the Contract.
- 5.6.5. The County will take the lead role on communications and interaction with County residents or community organizations.

5.7. COMPENSATION AND INVOICES

5.7.1. Compensation:

- 5.7.1.1. Compensation will be based on the hourly rates submitted as part of the Awardees' proposals and as negotiated by the County for the resultant Contracts. The County will not pay any mark-up or fees on Other Direct Costs (ODC). Any equipment purchased with County funds becomes the property of the County and must be returned to the County at the time of completion of the work. Failure to return property at the time of delivery or completion of the work may delay payment until these items are received from the Contractor. Travel, travel time, mileage, parking, and all other travel-related expenses will not be compensated separately.

5.7.2. Invoices:

- 5.7.2.1. Invoices and required deliverables due for the invoiced period must be submitted in a format approved by the Contract Administrator to DEP.Invoice@montgomerycountymd.gov.
- 5.7.2.2. The Contractor must submit written and signed monthly invoices, inclusive of a monthly statement covering work performed only for that month and must include all required documentation.
- 5.7.2.3. Invoices approved by the County will be paid within 30 days of receipt and acceptance of a correct invoice. Payment is subject to the County's approval of work performed and of written monthly invoices. If the County objects to any portion of the Contractor's invoice, the County may notify the Contractor immediately and, at the County's discretion, may either pay the approved portion of the invoice or reject the invoice in its entirety and return it to the Contractor for correction.
- 5.7.2.4. The following information, at a minimum, must be included on each invoice, dated and on company letterhead:
 - 5.7.2.4.1. Contract and Purchase Order Numbers.
 - 5.7.2.4.2. Task Order Number, when applicable.
 - 5.7.2.4.3. Unique, sequential Invoice number of at least four characters.
 - 5.7.2.4.4. Invoice Date.
 - 5.7.2.4.5. Name, telephone number and e-mail of a contact person.
 - 5.7.2.4.6. Signature of Principal in-Charge.
 - 5.7.2.4.7. Purchase order balances of funds expended and funds remaining.
 - 5.7.2.4.8. A statement that all required deliverables have been submitted.
 - 5.7.2.4.9. Required supporting documentation.

5.8. REPORTS/DELIVERABLES

- 5.8.1. Supporting documentation that must be submitted with each invoice includes a summary report on the work completed during the invoice time period. A TOPR may include

additional supporting documentation that must be provided by the Contractor. examples of possible reporting requirements follow.

- 5.8.2. Example 1: For certain Task Orders, the Contractor may be required to submit daily and/or weekly project progress reports or project documentation, in addition to a standard monthly report (described in Example 2 below).
- 5.8.3. Example 2: For certain Task Orders, the Contractor may be required to submit only a standard monthly report in a format approved by the County with each monthly invoice. This report must include, but is not limited to, a summary of conditions affecting each project sub-task; work accomplished during the month; work expected for the following month; financial status of each project; and updated project schedules.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

- 6.1.1. The effective date of this Contract begins upon signature by the Director, Office of Procurement upon the County's issuance of a Notice to Proceed and ends after a one-year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four times for one year each term.
- 6.1.2. **No new work will be issued after the third contract year.**
- 6.1.3. Any work ordered prior to, but not completed by, the expiration date of this Contract must be completed by the Contractor with all the compensation and provisions of the Contract still in force and effect.

6.2. PRICE ADJUSTMENTS

- 6.2.1. Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period is subject to the following:
 - 6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
 - 6.2.1.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - 6.2.1.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.
- 6.2.2. If pricing is based on percentage discounts, the percentage discount is fixed throughout the term of the contract.