



INFORMAL MINI SOLICITATION #1176786
Organizational and Human Capital Leadership Development

ISSUE DATE:	October 10, 2024	INSERT DATE ONLY
SUBMISSION DEADLINE:	October 17, 2024, no later than 3:00 pm ET	INSERT DATE/TIME

The Montgomery County Department of Environmental Protection is soliciting bids for ***Organizational and Human Capital Leadership Development***. Bids must be submitted no later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call/email the Department of Environmental Protection at dep.procurements@montgomerycountymd.gov (preferred), or by phone at 240-777-7787, to see if an extension may be granted.

The following pages contain the terms, conditions and scope of services for this Informal Solicitation.

One original of your proposal must be submitted to the DEP Contracts Team electronically to dep.procurements@montgomerycountymd.gov. Proposals will **not** be accepted in person or by hard copy.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact DEP Contracts Team at dep.procurements@montgomerycountymd.gov (preferred) or phone at 240-777-7787.

Bids/Offer will only be accepted in an electronic format either as an Adobe® PDF (preferred) document or as a Microsoft® Word document. Offers MUST be submitted by e-mail to DEP.Procurements@montgomerycountymd.gov and they must be received no later than the proposal due date and time shown above.

- The maximum file size that can be submitted is 30 Megabytes, therefore, Offerors must ensure the bid/offer file is compressed to reduce the file size below that threshold. This includes, but is not limited to, compressing all images and deleting any cropped areas, flattening layered images, and optimizing image quality to reduce their size, PDF files should be compressed before sending.
- Bidders/Offerors must ensure the file is not too large for their mail server to transmit as well.
- The e-mail submission of a link to download a larger file (Dropbox, SharePoint, OneDrive, etc.) will not be accepted.
- It is the Bidders/Offerors responsibility to ensure the transmission of the bid/offer has been successful. When a bid/offer is received, a reply will be sent confirming receipt of the bid/offer within one business day.
- If the Bidder/Offeror uses a non-Adobe® PDF-making product, it is the Bidders/Offerors responsibility to ensure the file is readable by Adobe® Reader, a free program provided by Adobe. If the Bid/Offer documents are not readable or are incomplete (e.g., form field contents do not display in the Adobe product) the bid/offer will be deemed non-responsive and will be rejected. It is recommended that users print the document or file from the non-Adobe product to the PDF Printer to flatten the file and remove the form fields.

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LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

This solicitation is reserved for only application submitted/certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount. Submitting a bid/proposal constitutes a representation that your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the proposal's due date. If your LSBRP status is not application submitted/certified in our database prior to the proposal's due date and time, then your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the Informal Mini Solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of your business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.(The preferred documents are a copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the County finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Informal Solicitation #1176786

Informal Solicitation #1176786

ORGANIZATIONAL AND HUMAN CAPITAL LEADERSHIP COACHING

SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP

Solicitation # 1176786 is being advertised under the Local Small Business Reserve Programs (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the informal solicitation advertisement for a minimum of five (5) days as non-LSBRP.

Any advertisement extensions will be in the form of a solicitation amendment with the reissuance of the informal solicitation.

If you have any questions, please contact Department of Environmental Protection's Contracts Team at dep.procurements@montgomerycountymd.gov (preferred), or by phone at 240-777-7787.

Informal Solicitation #1176786
Montgomery County, Maryland
ACKNOWLEDGMENT PAGE

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, Title and E-Mail of Person Authorized to Sign Proposal: _____	
Signature: _____	Date: _____

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.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

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

Amendment Number	Date

SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES

1. INTENT

The Intent of this Informal Solicitation is to solicit proposals for the procurement of **Organizational and Human Capital Leadership Development** for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. PROPOSAL SUBMISSION

Proposals must be submitted no later than 3:00 pm EDT, October 17, 2024, as a PDF file via email only to dep.procurements@montgomerycountymd.gov.

Proposals submitted after 3:00 pm EDT, October 17, 2024, will not be considered.

3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this Informal Solicitation will not be binding on the County. Any information given to an offeror, in response to a request, will be furnished to all offerors as Solicitation Amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such amendments issued by the Contracting Officer will be considered as being binding on the County.

4. AWARD OR REJECTION OF OFFERS

The County reserves the right to accept or reject any or all offers, or portions thereof, to waive minor irregularities and to award the Contract in the best interests of the County. Conditional or qualified proposals are subject to rejection. The County reserves the right to reject the offer of an offeror who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract.

5. METHOD OF AWARD

This Informal Solicitation will be awarded to the "highest ranked offeror(s)".

6. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

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

8. NAME AND SIGNATURE REQUIREMENTS FOR Proposals AND CONTRACTS

The correct and full legal business name of the entity involved must be used on proposals received and on contract(s) 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 full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that 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 signature on the bid, contract, amendment, 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 an 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.

No proposals will be accepted unless submitted in ink or typewritten. Changes made to the prices prior to the opening must be done legibly and initialed by the offeror making the changes.

9. PROMPT PAYMENT DISCOUNT TERMS

Proposers please note: Prompt payment discounts will be considered in the evaluation of your proposal if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

10. OFFERORS PAYMENT TERMS

The County will reject as non-responsive a proposal under this Informal Solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude an offeror from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

11. QUALIFICATION OF OFFERORS

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 on which they are submitting a proposal, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

12. PROPOSAL PREPARATION EXPENSES

All costs incurred in the preparation and submission of proposals will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

SECTION B. 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. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

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 County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

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.

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.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>.

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. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

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.
- C. 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.
- D. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- E. 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.
- F. 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)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
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	300	500	1,000	See Attachment

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				
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*	250	500	1,000	See Attachment
for errors, omissions and negligent acts, per claim and aggregate, with one-year discovery period and maximum deductible of \$25,000				
<u>Certificate Holder</u> Montgomery County Maryland (Contract #1176786) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850 *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)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
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
<u>Certificate Holder</u> Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330 Rockville, MD 20850				

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. INFORMATION SECURITY

A. 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).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. 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.

25. 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.

26. 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, late fees, or shipping fees that are not provided for in the contract. 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.

27. 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.

28. 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.

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.

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

Rev. 07/2022

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section B) are incorporated and made part of this Informal Solicitation and any resultant contract, except that the insurance requirements listed in Provision 21 are replaced by the Mandatory Insurance Requirements listed in Attachment B. (or statement about wavier, if applicable).

2. COMPENSATION

1. The County will pay the Contractor in accordance with the fully burdened rates provided by the Contractor as negotiated and approved by the County for each assignment for actual work completed, accepted, and approved by the County.

The maximum compensation payable by the County to the Contractor for all goods and services provided under this Contract, including any renewals, must not exceed \$99,999.99.

3. CONTRACT ADMINISTRATOR

The Contract Administrator, or designee, is responsible for inspecting all work and authorizing payment upon acceptance.

The designated Contract Administrator for the Department of Environmental Protection is Jeff Seltzer. Contact information will be provided in the Contract and on the Notice-to-Proceed.

No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Qualification & Selection Committee (QSC) **or any person involved in the evaluation of the proposals**. QSC members will refer any and all calls related to this procurement to the procurement official named on page 1. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

4. CONTRACT TERM

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two additional one-year periods. The contract will automatically terminate once \$99,999.99 has been spent.

5. ANNUAL PRICE ADJUSTMENT

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:

- A. Approval or rejection by the Director, Office of Procurement or designee.
- B. **Must be submitted 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 to the County under the contract terms.
- C. Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.

- D. May not be approved in an amount that exceeds 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 not exceed 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.** The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- E. Should be effective sixty (60) days from the date of receipt of the contractor's request.
- F. Must be executed by written contract amendment.

6. 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 contract 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:
[...]*

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

7. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

- A. For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.
- B. The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.
- C. The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.

- D. The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor, or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.
- E. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.
- F. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.
- G. The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.
- H. Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel, or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.
- I. The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.
- J. All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.
- K. The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.
- L. The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

8. INVOICES

All true and correct invoices and all inquiries regarding payment are to be sent to DEP.Invoice@montgomerycountymd.gov and in PDF format. **Failure to promptly comply with this requirement will delay payment.**

Invoices submitted in good format and received, accepted, and approved by the County will be paid in accordance with the County procedures for prompt payment within 30 days of receipt, acceptance, and approval of a true and correct invoice. Payment is subject to verification and acceptance by the County of work performed, and upon the County's approval of written invoices submitted by the Contractor.

The following information, at a minimum, must be included on each invoice to be considered in good format:

- a. Contract and Purchase Order numbers.
- b. Unique, sequential invoice number of at least four characters.
- c. Invoice date.
- d. Time period covered by the invoice.
- e. Name, telephone number, and e-mail of a contact person.
- f. Signature of Contractor certifying that the invoice is true and accurate.
- g. Purchase order tracing showing balances of funds and funds remaining.
- h. A statement certifying that all due deliverables for that period have been submitted, and all conditions have been met.

9. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

10. TRAVEL COSTS AND TIME

- a. Travel costs must be authorized to be incurred by the County, in writing, prior to commencement of the travel. All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the County's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at <https://www.gsa.gov/travel/plan-book/per-diem-rates> for the Primary Destination of District of Columbia (this includes Montgomery County). No amounts in excess of the Travel Policy or Rates will be paid. All invoices must be accompanied by copies of itemized receipts (e.g., hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation. Exception: Mileage reimbursements up to 50 miles of driving distance, and Ride-On or WMATA fares do not require prior authorization, but itemized receipts, mileage logs, or web-based mapping website PDFs of the route taken and the total mileage, are still required to be submitted for reimbursement.

- b. The County will not pay any mark-up or fees on ODC's (Other Direct Costs). Costs must not include any Federal, State, or Local taxes; any taxes incurred are the sole responsibility of and must be paid by the Contractor.

11. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of the Contract is the Department of Environmental Protection. This agency is authorized to use its own internal Job Release System and Financial Department methods. All other potential users of this Contract must route their usage through the Contracting Officer, or designee. **Contractors are cautioned not to perform work for any other Department other than the primary using Department without written authorization from the Director, Office of Procurement.**

SECTION D. SCOPE OF SERVICES

1. BACKGROUND

DEP requires strategic executive coaching and development services to work with its leadership team to create an organization that is strategic, innovative, sustainable, and maximizes human capital to ensure DEP's leadership is best positioned to successfully lead our staff and to strengthen partnerships internally and externally.

The purpose of this Informal Solicitation is to obtain consulting services with coaching and development for DEP's management staff to receive training and education to maximize growth in leadership, expand management skills with programs and staff, and identify and cultivate the next generation of DEP leaders.

DEP's Roadmap ([Attachment D](#)) identifies the areas of focus to ensure DEP remains a leader in the County, region, and nation in program initiatives, as well as a focus on human capital programs to ensure staff has growth and promotional opportunities. The Roadmap lists as a key objective the provision of coaching and leadership development to empower staff with the skills, support, and confidence to reach our goals.

DEP also has a Training and Career Development Policy to ensure that all staff have opportunities through their performance plans to identify goals for career growth, and training that will help meet those goals.

Further, DEP has a Succession Planning Model to recognize critical positions for which we need to have a successor identified in case of retirement or departure of the incumbent. This Model will help identify and mentor staff for growth into higher level positions while in an 'acting' capacity, providing potential to move into those positions permanently.

NOTICE TO VENDORS: No work may begin until the County has issued a Purchase Order and a Notice to Proceed to the Contractor.

2. SCOPE OF SERVICES

The Contractor must assist DEP in reaching its goals of ensuring leadership staff is poised to increase their effectiveness, cultivate positive relationships, employ successful conflict resolution techniques, and decisively manage change and innovation. This Contractor must over the course of this contract:

1. Provide strategic executive consultation on leadership and strategy to drive identified outcomes as identified by the County. Outcomes must include, but are not limited to:

- a. Developing common understanding of alignment and collaboration among Department's leaders.
 - b. Developing leadership skills and increasing effectiveness, including strengthening skills in organizational leadership, decision making, problem solving, and delegation.
 - c. Enhancing communication skills.
 - d. Cultivating positive and effective relationships.
 - e. Successfully managing and resolving conflict.
 - f. Building collaborative and impactful high-performance teams.
2. Provide individual assessments for executive leadership and senior staff to inform assessment of the current status and opportunities to improve performance of team.
 3. Facilitate senior leadership team review of assessments and planning for full leadership team retreat.
 4. Facilitate full leadership team retreat to achieve strategic goals stated in Section 2.1
 5. Provide executive coaching for executive leadership and senior staff to facilitate implementation and momentum as established in leadership retreat.

All sessions must include agendas developed in coordination with the Contract Administrator and provided for their review, edits, and final approval at least two weeks before each session. Agendas must include action items intended to facilitate specific behaviors and actions.

The Contractor must provide recommendations on individual coaching needs to reinforce areas of competency needed for improvement.

Meetings

The Contract Administrator will coordinate with the Contractor to schedule a kickoff meeting and monthly meetings, unless otherwise scheduled by the Contract Administrator, to check on the progress of work, and to review/tweak per the County's requirements. At the County's sole discretion, meetings may be held via phone or on-line, e.g., via Microsoft® Teams.

3. CONTRACTOR RESPONSIBILITIES

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. The Contractor must notify the County of any key personnel changes a minimum of 15 business days before the change occurs.
- f. The Contractor is responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor is the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- g. The Contractor is expected to be able to work closely with other County staff.

4. COUNTY RESPONSIBILITIES

- a. Contract Administrator - The County will designate a Contract Administrator to oversee the Contract. The Contract Administrator will monitor the Contractor's adherence to the terms and conditions of the Contract and provide direction for County staff overseeing the work.
- b. Except as prohibited by law, the County will permit the Contractor reasonable access to records and other information within the custody of the County which are necessary for the performance of the work.
- c. The County will provide timely feedback to the Contractor; and 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 for, or of nonconformance with Contract requirements.

5. REPORTS/ DELIVERABLES

- a. At the end of the initial assessment period, the Contractor must provide a Summary Report of a length to be coordinated with and approved by the Contract Administrator. The report must highlight organizational strengths and opportunities for growth as goals with specific, measurable objectives, and milestones.
 - 1) Report Format:
 - a) Draft reports must be submitted electronically in MS Word to the Contract Administrator.
 - b) Final report must be submitted electronically in MS Word via email to the Contract Administrator.
- b. Schedule:
 - 1) The kickoff meeting, and additional meetings if required by the County, must occur as required by the Contract Administrator in coordination with the Contract awardee. DEP's intent is to schedule the kickoff meeting within 2 weeks of Contract execution with the awardee.
 - 2) The draft of the final report must be submitted to the Contract Administrator no later than 8 weeks after completion of the assessment sessions. The Contractor's response to the County's comments on the draft report must be provided by two weeks from receipt of County's comments. Final report must be provided by two weeks from receipt of County's approval of the report as being final.
 - 3) A post-facilitated leadership retreat report with a roadmap for follow-up actions no later than 4 weeks after completion of the retreat.

The Contract and all related schedules, once finalized, must not be changed unless otherwise authorized in writing by the Contract Administrator.

The Contractor must not Work on County Holidays or when the County facilities are closed unless authorized by the Contract Administrator or designee. County Holidays are defined by MCPR 2001, Section 24-2:

https://www.montgomerycountymd.gov/HR/Resources/Files/Regulation/MCPR_SECTION_24.pdf.

The initial work under this Contract must be completed by fourteen months from receipt of the Notice to Proceed and Purchase Order. Follow-on work will be authorized on an as-needed basis, not to exceed \$99,999.99.

6. CONTRACTOR'S QUALIFICATIONS

- a. Documented human capital management and leadership skills with assisting organizations on how to handle the complex challenges of attracting, developing, and retaining top talent to create a sustainable competitive advantage.
- b. Documented understanding on who and how to hire, how to engage and lead their talent successfully, and how to ethically manage the rapidly changing landscape around globalization, diversity, and change.

7. INFORMATION SECURITY

The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). To the extent the County has access to the County's network, the Contractor must adhere to the County's Information Resources Security Procedure (6-7).

SECTION E. METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Department of Environmental Protection's Evaluation Committee (EC) Subject Matter Experts (SME) will review and evaluate all proposals in accordance with the evaluation criteria listed below. The SME will also review for responsibility.
- b. Vendor interviews will be conducted. Interviews may be conducted at DEP's offices in Wheaton or Derwood, or via Microsoft® Teams, at the County's sole discretion.
- c. The EC/SME will make its award recommendation of the highest ranked offeror based on the written score and interviews and its responsibility determination.
- d. The County reserves the right to negotiate with the Contractor for any labor categories, number of hours, or any other items included in the proposal.
- e. After the successful conclusion of negotiations, the using department will forward the contract to the Director, Office of Procurement will execute the awarded contract.
- f. The County reserves the right to not award this Contract.

2. EVALUATION CRITERIA

a. Written Proposal Requirements and Evaluation Criteria	Max Points
Please submit a <u>maximum</u> of 20 electronic pages total (<i>inclusive</i> of the 10 electronic pages referenced in Item "c" below); County-required forms and documents are not included in the page limits. Fonts must be no less than 10pt, the font is not specified, margins must not be smaller than 0.5 inches, page sizes are not specified.	
a. Experience of team relevant to the Contract – provide resumes of key personnel (limit of 2 electronic pages per resume).	30

a. Written Proposal Requirements and Evaluation Criteria	Max Points
Please submit a <u>maximum</u> of 20 electronic pages total (<i>inclusive</i> of the 10 electronic pages referenced in Item “c” below); County-required forms and documents are not included in the page limits. Fonts must be no less than 10pt, the font is not specified, margins must not be smaller than 0.5 inches, page sizes are not specified.	
b. Planning, scheduling, resources, staffing, and overall approach to completing the Contract on-schedule.	20
c. Sample summaries of prior effective leadership development, including detailed experience and role in the development of the strategies, results, evaluation process, and summary of materials provided to participants (minimum of 1 sample, maximum of 3 samples; not to exceed 10 electronic pages in total).	30
d. Detailed cost proposal to perform the work as described in this Contract. Must clearly show costs. Contractor must include all assumptions for labor (e.g., category, hours); subcontractor(s); other direct costs to be assumed by the Contractor; and any other assumptions required to perform the work.	20
TOTAL for Written Proposal	100

b. Interview Evaluation Criteria	Max Points
a. Discussion of Contractor’s understanding of, and approach to, the work	25
b. Discussion of experience relative to the Contract	25
c. Discussion of written proposal	25
d. Discussion of costs	25
TOTAL for Interview	100
TOTAL Maximum Possible Score from Written and Interview Evaluation	200

SECTION F. SUBMISSIONS

- A. Offerors must submit their proposal in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the Evaluation Committee to evaluate the offeror’s capabilities and experience. Proposals must include the following information:
 - 1. A cover letter with a brief description of the business entity, including the offeror’s name, address, telephone number, and email address. Along with the following documentation that are not part of the page maximums listed above:
 - a. A Certificate of Good Standing in the Offerors legal name from the Maryland State Department of Assessments and Taxation (SDAT) that is no more than 30-days old, or a screen print showing the business is good standing that is no more than 30-days old.
 - b. The Offeror’s Central Vendor Registration System registration, including uploading the Federal Form W-9: Use address/link: <https://www.mcipcc.net> to register. Either a confirmation of registration e-mail or a printout of the registration is acceptable. Neither form or printout in paragraphs “a” or “b” may be more than 30 days old.

- c. A completed W-9 form with their bid and marked confidential. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- d. The name on the Bid, the W-9 form, the CVRS registration, and the SDAT status must be the same true and legal firm name and address.
2. The completed Acknowledgement Page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
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. (Attachment C)
4. The offeror must submit the appropriate Wage Requirements Law forms (PMMD-177, see #3 below Web-links).
5. Minority, Female, Disabled Persons Subcontractor Performance Plan (PMMD-65, see #2 below Web-links).
6. Offerors Proposal documenting the requirements that correspond to the written evaluation criteria listed in the Written Proposal Requirement and Evaluation Criteria section.
7. Fee Schedule (Attachment A)

WEB-LINKS FOR DOCUMENTS AND FORMS

1. Central Vendor Registration System, www.mcipcc.net.
2. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf.
3. Wage Requirements for Services Contracts Addendum and 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.

**ATTACHMENT A,
FEE SCHEDULE**

Please list Labor Categories and their fully burdened hourly rates of individuals who will be directly working on the project. These are the resumes that are to be included in the proposal, see Section E, paragraph 2.a. of the Written Evaluation Criteria. The resumes or curriculum vitae (CV) are not counted as part of the page maximum, but should be kept at the 2-page maximum per resume/CV.

Labor Category:	Fully Burdened Hourly Rate:

**ATTACHMENT B,
MANDATORY INSURANCE REQUIREMENTS**

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Organizational and Human Capital Leadership Coaching

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following minimum (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below 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 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. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000)**, per occurrence for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors & Subcontractors

Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's **commercial general and contractor's excess/umbrella** insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

Should any of the above policies be canceled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Department of Environmental Protection / DEP Contracts Team
2425 Reedie Dr., 4th Fl
Wheaton, MD 20902

E-Mail the electronic Certificate of Insurance (COI's) to
DEP.Procurements@montgomerycountymd.gov. Hard copy COI's are not required or requested.

**ATTACHMENT C,
REFERENCES**
(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

Informal Solicitation #1176786

**ATTACHMENT D,
DEP ROADMAP**

Cover Page

DEP ROADMAP

FY 2023 edition

BACKGROUND

The Roadmap was developed by the Department of Environmental Protection (DEP) Leadership Team to guide DEP management and staff in setting and implementing priorities, developing programs and partnerships, communicating internally and externally, and supporting the growth and learning of staff. The Roadmap is intended to serve as a strategic plan for DEP, as well as a document that guides our everyday decisions and allows us to stay focused on meaningful outcomes.

To enhance the ties between the Roadmap and our everyday decisions, the performance elements for Division Chiefs are developed to be consistent with the priorities of the Roadmap. The metrics for DEP’s supervisors and managers will flow from the Division Chief’s performance elements. Roadmap sessions are held with each division to review the progress towards meeting the annual priorities and targets. This nesting of our guideposts and our performance elements as well as regular review of our progress helps connect our work to our mission.

The Roadmap was finalized in Fiscal Year 2022, with an intent to be updated on an annual basis to ensure that the priorities and performance metrics remain focused on what is meaningful. The Roadmap priorities for each division have been updated for Fiscal Year 2023.

To enhance the quality of life in our community by protecting and improving Montgomery County's air, water, and land in a sustainable, innovative, inclusive, and industry-leading way while fostering smart growth, a thriving and more sustainable economy, and healthy communities.

DEP MISSION STATEMENT

RACIAL EQUITY VISION STATEMENT

DEP's Racial Equity Vision Statement is to apply a racial equity lens when setting policies, projects, and programs related to DEP's Mission, ensuring the inclusion of diverse groups, especially frontline/underrepresented communities:

- **Racial equity lens:** A racial equity lens is the set of questions we ask ourselves throughout the decision-making process. The lens interrupts the impact of unintended consequences by taking into consideration the lived experiences and perspectives of the racially diverse communities we intend to serve.
- **Frontline/Underrepresented Groups:** Describes a group of people whose members are disadvantaged and subjected to unequal treatment by the dominant group, and who may regard themselves as recipients of collective discrimination.

DEP GOALS

Goal 1. Be the national leader on environmental policy and performance through innovation, high standards, and pioneering best practices. Be an example to other jurisdictions nationwide, helping to spearhead solutions to the world's common environmental challenges.

Goal 2. Maintain environmental leadership by ensuring restoration and protection of the County's air, land, and water through robust compliance with permits, laws, and regulations.

Goal 3. Provide service excellence to our internal and external customers: employees, businesses, residents, nonprofits, and other stakeholders.

Goal 4. Ensure excellence in operations through efficient utilization of financial and human resources in a spirit of teamwork.

Goal 5. Engage the public, businesses, and diverse stakeholder groups as committed partners in the restoration and protection of our environment.

Goal 6. Complete or progress on initiatives that have been approved in the annual budget and other planning documents.

Goal 7. Consult with the Racial Equity and Social Justice Core Team when setting policies, projects, and programs to ensure they are equitable.

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DIRECTOR'S OFFICE

STRATEGIC PRIORITIES AND FY23 TARGETS

PRIORITY 1. Restructure DEP divisions to meet the growing demands to implement multiple new initiatives.

FY23 Targets:

- Develop a new Division Organizational Chart showing reorganization that allows for proper management of growing needs.
- Identify existing vacant position(s) that will be used to create new structure.
- Develop Position Descriptions and transmit to OMB and OHR for approval.
- Recruit for approved reorg positions.

PRIORITY 2. Provide adequate administrative support to ensure efficiency and allow technical staff to focus on their functions.

FY23 Targets:

- Increase administrative support for tracking of correspondences, council sessions, and transmittal packets.
- Increase transparency in budget, procurement, and HR to manage expectations.

PRIORITY 3. Increase overall employee satisfaction including continued good labor-management relations, good supervisor-employee relationships.

FY23 Targets:

- Adhere to DEP's core values of accountability, commitment, customer service, integrity, leadership, and action.
- Increase transparency and encourage staff development.

PRIORITY 4. Increase overall employee satisfaction including continued good labor-management relations, good supervisor-employee relationships.


FY23 Targets:

- Conduct quarterly sessions on different topics.
- Include an "Element of Equity" in EnviroMentions curated by the training committee.
- Update DEP staff on Training Committee's work on a quarterly basis.
- Include RESJ in the planning of the 2024 Roadmap.


COMMUNICATIONS

STRATEGIC PRIORITIES AND FY23 TARGETS

PRIORITY 1. Develop new partnerships with public, government and private entities to advance DEP's initiatives in the protection of the environment.

 FY23 Targets: Achieve 10% increase in number of partnerships with key stakeholders, such as Homeowners' Associations, Environmental Community, Regional Service Coordinators, Neighborhood Action Teams, organizations representing various cultural communities, Chambers of Commerce, and trade associations to expand the reach, delivery, and utilization of DEP's programs.


PRIORITY 2. Increase social media presence and public engagements to all sectors of our community.

 FY23 Targets: Grow DEP's social media audience by 10% compared to FY22.


PRIORITY 3. Increase news stories through press releases, press events, presence in County Executive newsletter, and increased engagement with reporters/editors.

 FY23 Targets: Grow media hits by 10% compared to FY22.


PRIORITY 4. Finalize and roll out new DEP website.

 FY23 Targets: New website will be up and running by September of 2023.

PRIORITY 5. Use Environments to help increase overall employee satisfaction and continued good labor-management relations and help build staff knowledge about DEP priorities, work, and activities.

 FY23 Targets: Increase newsletter open rate by 5%.

PRIORITY 6. Increase communications with business groups and promote Green Business Certification program through press releases, presence in County Executive newsletter, social media, and other promotional activities.

 FY23 Targets: Create new outreach and communications campaign to promote Green Business certification program.

ENERGY, CLIMATE AND COMPLIANCE



STRATEGIC PRIORITIES AND FY23 TARGETS

PRIORITY 1: Continue to make progress on Building Energy Performance Standards regulations with advisory support from the Building Performance Improvement Board to meet the Executive Regulations issuance date by December 31, 2023.

PRIORITY 2: Engage with building owners, managers, and tenants of covered buildings under Benchmarking and BEPS on new energy performance requirements.



FY23 Targets: Maintain a benchmarking compliance rate above 85%.

PRIORITY 3: Expand the partnership network and current successful engagement campaigns supported by Montgomery Energy Connection.



FY23 Targets: Establish a new Project Porchlight campaign through Montgomery Energy Connection in collaboration with the Conservations Corps.

PRIORITY 4: Launch an expanded EV Purchasing Cooperative program for residents and businesses that include promotion of dealership-provided incentives.



FY23 Targets: Complete the draft Zero-Emissions Vehicle Strategic Plan.

PRIORITY 4: Continue to formally establish the MC4A coalition of Maryland jurisdictions working together on state climate and energy policies.

PRIORITY 5: Represent Montgomery County's climate and energy strategy at state-level efforts, such as Public Service Commission proceedings and work groups, General Assembly legislation, Maryland Commission on Climate Change, and other opportunities as they arise.



FY23 Targets: File formal comments/testimony on legislation, regulations, PSC proceedings, and other state-led climate and energy efforts as opportunities are available and appropriate.

PRIORITY 6: Research, strategize, and pursue State and Federal grant funding opportunities for energy and climate programs.


PRIORITY 7: Continue expansion of engagement with frontline and underserved communities through the development of the Community Justice Academy and the Community Justice Fund.

PRIORITY 8: Recruit and onboard new BEPS, residential energy policy, and natural climate solutions positions.


INTERGOVERNMENTAL AFFAIRS DIVISION

STRATEGIC PRIORITIES AND FY23 TARGETS


PPRIORITY 1. Approval of the 2022 Comprehensive Water and Sewer Plan

 FY23 Targets: Council approval by November 1, 2022.


PPRIORITY 2. Contracts

 FY23 Targets: Complete contracts with Montgomery College and the Montgomery County Collaboration Council.

PPRIORITY 3. Septic Management Program

 FY23 Targets: Update well and septic pages. Research number of septic owners that pump their septic tanks. Get Council approval of legislation by end of fiscal year.

PPRIORITY 4. FY25 Comprehensive Water and Sewer Plan

 FY23 Targets: Start work on plan.

PPRIORITY 5. Provide technical management of ACOE watershed flooding studies

 FY23 Targets: Have studies contracted and work begun by end of FY23.

RECYCLING AND RESOURCE MANAGEMENT

STRATEGIC PRIORITIES AND FY23 TARGETS

PRIORITY 1. Develop an Implementation Plan to modify MSW's final disposal path. CE's goal is to close the Resource Recovery Facility as early as possible.

- Prepare the scope for procurement to publish a Request for Expression of Interest (REOI) for a new MSW final disposal path.
- Analyze REOI responses and formulate a recommendation to the CE.
- Start to develop an Implementation Plan based on CE's final disposition preference.



FY23 Targets:

- Finalize (100%) the preparation of scope for procurement to publish a Request for Expression of Interest (REOI) for a new MSW final disposal path
- Finalize (100%) the analysis of REOI responses and formulate a recommendation to the CE
- Partially (50%) developed an Implementation Plan based on CE's final disposition preference

PRIORITY 2. Food scraps diversion and food waste reduction

- Continue and expand the residential curbside food scraps collection pilot project.
- Continue and expand the residential backyard food scraps program.
- Continue and expand the commercial food scraps recycling partnership program.
- Continue to increase edible food donations by certain commercial generators, channeling edible food to residents with needs via food recovery organizations.



FY23 Targets:

- Residential food scraps collection pilot project Goals:
 - To expand food scraps collection services to two other services areas: Collection Area 1 (Bethesda/North Bethesda) and Collection Area 7 (Germantown/Gaithersburg).
 - To recruit 850 single-family households in each area.
 - To compost, 100% of the compost material collected.
- Residential backyard food scraps pilot project
 - Continue to monitor the 900 residents who volunteered to test the two types of bins in the fall and spring. Write a report with recommendations based on analysis and pilot project results.
- Commercial Food Scraps Recycling Partnership Program
 - Continue to expand the program by incorporating new partners.
 - 100% of program graduates continue to recycle food scraps utilizing the services of a private company.
- Increase edible food donations by certain commercial generators, channeling edible food for residents most at risk for food Insecurity
 - Continue working with the Task Force to develop a recommended plan for CE's approval

PRIORITY 3. Save as You Throw Program (Unit-based pricing for County-Provided Residential Solid Waste Collection Services)

- Finalize and analyze the feasibility study of unit-based pricing structure (charge customers based on the amount of waste they generate) for single-family homes in subdistricts A and B.



FY23 Targets:

- Complete (100%) the feasibility study of unit-based pricing structure (charge customers based on the amount of waste they generate) for single-family homes in subdistricts A and B

PRIORITY 4. Organics management

- Develop and Issue a Request for Proposal (RFP) for the Development of a Plan for Organics Management, including Siting, Technology, and Capacity Planning.



FY23 Targets:

- Complete 70% the consultant work for the Development of a Plan for Organics Management, including Siting, Technology, and Capacity Planning.

PRIORITY 5. Resource Recovery Facility (RRF) and greenhouse gases evaluation

- Develop and issue a Task Order to evaluate the RRF and study upgrade options.
- Continue working with NCSU on greenhouse gases models analysis.



FY23 Targets:

- Continue selecting County areas that need improvement for the Recycle Right Program to reduce contamination in the recycling bins.
- Improve (decrease) the percentage of recycling bins rejected due to contamination by at least 20%.

PRIORITY 6. Reduce contamination in the recycling bins

- Continue with our Recycle Right Program to reduce contamination in the recycling bins.
- Evaluate services areas and routes with high contamination to continue the education and enforcement efforts.



FY23 Targets:

- Continue selecting County areas that need improvement for the Recycle Right Program to reduce contamination in the recycling bins.
- Improve (decrease) the percentage of recycling bins rejected due to contamination by at least 20%.

PRIORITY 7. Develop RFP for solid waste collection contracts for areas 6 and 8 (Contract will start in FY25)

- Incorporate e-waste (electronics) in the new curbside collection contracts.
- Possible pilot program to replace small blue bins with 32-gallon wheeled carts.
- Study the possibility of using smaller non-CDL vehicles as part of this program.



FY23 Targets:

- Finalize (100%) the preparation of scope for procurement to publish an RFP

PRIORITY 8. MRF upgrade

- Continue to assist the facility design contractor in finalizing the MRF design by February 2023.
- Develop an RFP for new MRF equipment (estimated May 2023).



FY23 Targets:

- Finalize (100%) MRF design
- Finalize (100%) development of an RFP for new MRF equipment

PRIORITY 9. Start Gude Landfill remediation project



FY23 Targets:

- Start the five to seven-year project.

STRATEGIC SERVICES



STRATEGIC PRIORITIES AND FY23 TARGETS

PRIORITY 1. Complete MDE MS4 GDB



FY23 Targets: 100% completion of the database in FY23.

PRIORITY 2. Update Solid Base Charge system



FY23 Targets:

- Develop GIS Service Layer scope of work.
- Develop a draft of a new workflow for residential and nonresidential property identification and separation of the charge from the property status.
- Augment SCOOPY with data on property charges.
- Update SBC website with user-friendly and detailed property information.

PRIORITY 3. Increase SSD's advisory role to all DEP divisions in technology and data analytics



FY23 Targets:

- Review SSD's current role.
- Identify areas where SSD can provide efficiency improvements to the divisions.
- Deliver improved data analytics and visualizations to DEP divisions.

PRIORITY 4. Complete improvements at the Transfer Station



FY23 Targets:

- Scale house reconstruction
 - Load verifying cameras
 - Install new workstations
 - Install unattended kiosk for mulch loads
- Complete recycling kiosk gate system integration.
- Install high resolution digital signs at the Transfer Station entrances.

PRIORITY 6: Fill SSD vacancies

WATERSHED RESTORATION

STRATEGIC PRIORITIES AND FY23 TARGETS

PRIORITY 1. Division Reorganization



FY23 Targets:

- Complete the Division reorganization which includes creating two new sections in Design and Construction, creating a new private property section, and reorganizing the POM section.

PRIORITY 2. Meet MS4 Permit Requirements



FY23 Targets:

- Meet the second-year benchmark of restoring 726 IA.
- Conduct 100% of triennial Inspections scheduled for FY23 in regions 1 and 3.
- Complete 80% Routine Maintenance work Orders.
- Achieve 80% Compliance of Privately Owned SWM BMPs.
- Conduct Inspections of 30% RainScapes Projects, and SFR BMPs with ROE.
- 150 outfall screened and hot spot surveys completed by June 30, 2023.
- TMDL IP updates completed and 1st Countywide TMDL is completed by December 31, 2023.
- Annual report submitted by December 31, 2023.
- Total transition to geodatabase completed by December 31, 2023.
- 130 public outreach efforts met by June 30, 2023.
- 225 tons of litter and debris removed or prevented from entering the storm drain by June 30, 2023.

PRIORITY 3. Contracting/Agreements



FY23 Targets:

- Execute/implement an agreement with the United States Army Corps of Engineers for conducting 4 flood risk studies through the Planning Assistance to States Program.
- Execute EPA community grant agreement for CBT grants, DOT projects, and Tree Montgomery/street tree sites.
- Successfully award contracts for triennial inspections and above ground maintenance.

PRIORITY 4. Division-Wide Hiring



FY23 Targets:

- Hire the Senior Engineer position in Design and Construction.

- Create/reclassify a Senior Capital Project Manager position to manage one of the new subsections in Design and Construction.
- Reclassify an existing position to an MIII to head up the new Private Property Section.
- Hire new PM I to oversee the Stream Inspections Program.
- Hire the RainScapes Planning Specialist III.

PRIORITY 5: Budget requests



FY23 Targets:

- Tree Montgomery - request an additional \$750k in the FY 24 budget and submit a supplemental budget for an additional \$750k for FY 23.
- Submit a supplemental budget request for Tree Montgomery \$750K to meet planting targets
- RainScapes – request an additional \$200k for rebates.
- Pet Waste – request an additional \$25.
- Organic Lawns/Pesticide Law – request \$200K.
- Justify and request the following positions in the FY24 budget.
 - Design and Construction – Senior Capital Project Manager
 - SWIM – Program Specialist 1, Construction Representative 1 and Planning Specialist III
 - POM – 3 Program Managers and a Water Quality Specialist I/II
 - Tree Montgomery – 2 Program Managers

PRIORITY 6: Design and Construction



FY23 Targets:

- Make adequate progress in implementing DEP restoration projects to meet requirements for the first year of the new MS4 permit.
- Successfully select, negotiate, and finalize the CWMP Contractor and begin monitoring implementation.
- Complete all yearly inspections of dams/levies and sensors and update Emergency Action Plans in a timely manner, including personnel training and preparation.
- Issue and execute 4 Design-Build Invitation for Bid projects.

PRIORITY 7. Planning, Outreach and Monitoring



FY23 Targets:

- Make progress toward meeting annual trash reduction goal in Anacostia Watershed.
- The Watershed Assessment Goals and Objective TO completed by June 30, 2023.
- Complete monitoring of 2022 MS4/baseline sites, SPA sites, and special project sites.
- Fulfill all internal and external data request for monitoring data in FY23.
- Release Clean Water Montgomery Grant application and select/approve 11-15 grants awards by June 30, 2023.

PRIORITY 8. Maintenance and Inspection



FY23 Targets: Maintain at least 90% completion rate of the maintenance and inspections.

PRIORITY 9. Tree Planting**FY23 Targets:**

- Plant over 3000 trees through the Tree Montgomery Program fulfilling requirements for the Tree Canopy Law and meeting MS4 targets.
- Plant shade trees on more than 625 separate properties.
- Develop and propose legislation to protect trees on properties adjacent to development.

PRIORITY 10. RainScapes**FY23 Targets:**

- Submit conservation landscape bmp credit application to the state.
- Develop and begin utilizing a customer service survey including demographic information.
- Annual MS4 targets met.
- Add a rebates target.

PRIORITY 10. Organic Lawns/Pesticide Law**FY23 Targets:**

- Increase Awareness of Pesticide Law through targeted mailing.
- Increase signage required at retailers, specifically for weed and feed.
- Collaborate for broader outreach and awareness around mosquito spraying/violations with MDA.
- Collaborate with legislative group, energy group, and compliance group on potential gas leaf blower ban.

ABBREVIATIONS AND ACRONYMS

BEPS	Building Energy Performance Standards
BMP	Best Management Practices
CBT	Chesapeake Bay Trust
CWMP	Clean Water Montgomery Program
DEP	Department of Environmental Protection
FY	Fiscal Year
MDE	Maryland Department of the Environment
MS4	Municipal separate storm sewer systems
RFP	Request for proposal
SPA	Special Protection Area
SSD	Strategic Services Division
SWIM	Stormwater Inspections and Maintenance
SWM	Stormwater Management
TMDL	Total Maximum Daily Load
US EPA	US Environmental Protection Agency
USDN	Urban Sustainability Directors Network
USGS	U.S. Geological Survey