



# **CONTRACT ADMINISTRATION & PROCUREMENT DIVISION**

## **REQUEST FOR PROPOSALS**

**SOLICITATION NO. WS381985751**

**Issue Date: May 12, 2022**

### **STORMWATER CONSULTANT SERVICES FOR ENGINEERING, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

**NOTE: This solicitation contains a Mentor Protégé Program Component. See Section 4.1.17.**

#### **NOTICE**

A Prospective Offeror that has received this solicitation from the **SPEED** eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>, and , e-Maryland marketplace <https://emma.maryland.gov/> will receive emailed notices of addenda with changes or additional materials related to this Solicitation.



Dear Supplier,

Thank you for your interest in doing business with Prince George's County, Maryland. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretations or failure to comply with instruction could lead to your submittal being rejected as non- responsive. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to Suppliers registered as receiving this solicitation by purchase or download. In addition, all addenda are posted on **SPEED** eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158> and e-Maryland Market Advantage at <https://emma.maryland.gov/>. Please read carefully and follow all instructions provided on the addendum, as well as the instruction provided in the original solicitation. It is the responsibility of all potential Contractors to monitor the Procurement Division's website for any changing information prior to submitting their reply.

It is the intent of the Procurement Division to provide quality services. Should you have any questions, please visit our website to view the information provided on "How to Do Business with Prince George's County" or feel free to contact the Procurement Officer identified in this solicitation. Again, thank you for your continued interest in doing business with Prince George's County Government.

Sincerely,

Jonathan R. Butler, Director  
Office of Central Services,  
County Purchasing Agent

**PRINCE GEORGE'S COUNTY**  
**Solicitation Feedback Form**

In order to help us improve the quality of County solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

**Title:       STORMWATER CONSULTANT SERVICES FOR ENGINEERING,  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

**Solicitation No: WS381985751**

1.       If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of this solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Prince George's County is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the Bid/Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE or County-Based Small Business requirements. (Explain in REMARKS section.)
- ☐ Prior Prince George's County contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: \_\_\_\_\_

2.       REMARKS section below. (Attach additional pages as needed)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

Supplier Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

**PRINCE GEORGE'S COUNTY  
CONTRACT ADMINISTRATION & PROCUREMENT DIVISION  
SOLICITATION KEY INFORMATION SUMMARY SHEET**

**Solicitation Name:** Stormwater Consultant Services for Engineering, Construction Management And Inspection Services

**Solicitation Number:** WS381985751

**Solicitation Issue Date:** May 12, 2022

**Closing Date and Time:** June 16, at 4:00 PM

**Procurement Officer:** Karen Kelly, Procurement Officer  
Contract Administration & Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
Phone: (301) 883-6400 ~ Fax: (301) 883-6440

**Proposals must be submitted to SPEED:** For assistance with registering for SPEED or to access a listing of FAQ, please visit ***SPEED*** eProcurement Platform  
<https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

**Pre-Proposal Conference:** May 26, 2022 at 2:00 p.m. local time

The Pre-Proposal Conference for this RFP will be held via Zoom. Please use the following link to access the meeting:

Join Zoom Meeting  
<https://mypgc.zoom.us/j/82752294306>

Meeting ID: 827 5229 4306  
Passcode: 521494  
One tap mobile  
+13017158592,,82752294306#,,, \*521494# US  
(Washington DC)  
8778535247,,82752294306#,,, \*521494# US Toll-free

Dial by your location  
+1 301 715 8592 US (Washington DC)  
877 853 5247 US Toll-free  
Meeting ID: 827 5229 4306  
Passcode: 521494  
Find your local number:  
<https://mypgc.zoom.us/u/kee3FI8VTz>

Join by SIP  
82752294306@zoomcrc.com

Join by H.323  
162.255.37.11 (US West)  
162.255.36.11 (US East)

Meeting ID: 827 5229 4306  
Passcode: 521494

**Submission of Questions:**

All questions must be submitted through SPEED.

**Questions Due By:**

May 31, 2022, at 2:00 p.m.

**Bid Bond Required:**

No Bid Bond is required

**NOTE: This solicitation contains a Mentor Protégé Program Component. See Section 4.1.17.**

## **SECTION 1 - GENERAL INFORMATION**

<b>1.1 Summary Statement</b>
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- 1.1.1 The Prince George's County Office of Central Services' Contract Administration and Procurement Division (CAP) is issuing this Request for Proposals (RFP) to establish a term contract with a Contractor(s) to perform multi-disciplined engineering firms to perform services related to the planning, design development, construction management, inspection and implementation of environmental projects and programs.

The range of services to be provided include: 1) Civil and Environmental Engineering and Design disciplines to accomplish Capital Improvement Program (CIP) projects that include, but are not limited to, stormwater drainage improvement, urban stormwater quality improvement, and retrofits, corrective drainage and erosion control projects, wetland creation, restoration of streams, reforestation, geotechnical engineering, landscape architecture, right of way acquisition, professional land surveying, municipal infrastructure reconstruction, community revitalization projects, air deposition control through energy efficiency and renewable energy upgrades to County facilities, program and project management and supplemental services; 2) Environmental Engineering, NPDES Program Support to improve environmental health which includes, but is not limited to, environmental studies, water quality monitoring for chemical, biological and physical stream conditions, air quality monitoring for dust and other particulate matter pollution, watershed management, community outreach, communications services and comprehensive watershed planning, flood control management; and 3) Construction Administration, Management and Inspection and related services.

- 1.1.2 This RFP has a mandatory Supplier Participation of twenty (20%) County-based Minority Business Enterprises (MBE) and 40% County-Based Small Businesses. Each business used to meet the Supplier Participation Requirement must be certified by the Prince George's County Supplier Development & Diversity Division (SDDD).
- 1.1.3 The County intends to make multiple awards to the responsive, responsible Offeror offering the Best Value to the County as defined in County Code Section 10A-101(a)(2.1). In determining responsibility, in addition to price, the qualifications listed in Paragraph 23 (a) thru (j) of the General Conditions and Instructions to Bidder/Offeror (s), will be considered by the Purchasing Agent. (Please refer to Attachment Y).
- 1.1.4 Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements of this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Contractors must provide all labor, materials, and equipment needed for all work to be performed. The County Representative upon award will supply the necessary maps and locations where service is required. This Contractor will be required to perform under the direction and inspection of an assigned County Representative in the Department of the Environment Stormwater Management Division.
- 1.1.5 Unless otherwise indicated in the Contract, invoices shall be submitted to the County within thirty (30) days of satisfactory completion of services for review, approval, and payment. Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.

- 1.1.6 A Virtual Pre-Proposal Conference will be held on Thursday, May 26, 2022 via Zoom at 2:00 p.m. The link for accessing the meeting is:

Join Zoom Meeting

<https://mypgc.zoom.us/j/82752294306>

Meeting ID: 827 5229 4306

Passcode: 521494

One tap mobile

+13017158592,,82752294306#,,,,\*521494# US (Washington DC)

8778535247,,82752294306#,,,,\*521494# US Toll-free

Dial by your location

+1 301 715 8592 US (Washington DC)

877 853 5247 US Toll-free

Meeting ID: 827 5229 4306

Passcode: 521494

Find your local number: <https://mypgc.zoom.us/u/kee3FI8VTz>

Join by SIP

82752294306@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 827 5229 4306

Passcode: 521494

The purpose of the Pre-Proposal Conference is to allow potential Offerors an opportunity to present questions and obtain clarification related to any facet of this solicitation. While participation in the pre-proposal conference is not mandatory, information presented may be very informative; therefore, all potential Offerors are encouraged to attend this conference in order to enhance their understanding of the County's requirements and to be able to better prepare acceptable proposal responses.

- 1.1.7 The Procurement Officer and contact person for this solicitation is:

Karen Kelly, Procurement Officer

Prince George's County Maryland

Office of Central Services

Contract Administration and Procurement Division

1400 McCormick Drive, Suite 200

Largo, Maryland 20774

Phone Number: (301) 883-6400

Fax Number: (301) 883-6440

[kpkelly@co.pg.md.us](mailto:kpkelly@co.pg.md.us)

Submit all questions through the SPEED eProcurement Platform

## 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Proposal** – A statement of price offered by an Offeror in response to a RFP.
- b. **Offeror** – An entity that submits a proposal in response to this RFP.

- c. **Proposal Price** - The Offeror's price for services and/or goods in response to this solicitation, which shall be included in the Cost Proposal and will be used in determining the recommended awardee.
- d. **Business Day(s)** – The official working days of the week include Monday through Friday, except County Holidays and days the County is closed due to weather or other emergency event. Official working days exclude County Holidays. Normal County business hours are 8:30 a.m. – 5:00 p.m. The Contractor will not be permitted to do any work that requires the presence of the County's inspection or supervisory forces on days which are County Holidays or on Saturdays or Sundays, unless such work has been previously authorized by the County Representative.

Below is a list of County Holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Inauguration Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Employee Appreciation Day (Day after Thanksgiving)
Juneteenth Day	Christmas Day
Independence Day	

- e. **CAP** – The Office of Central Services' Contracts, Administration and Procurement Office.
- f. **Certified Business Entity** – See Attachment V for all Certified Business Entity Definitions.
- g. **Contract Commencement** - The date the Contract is signed by the authorized Contractor and the County representative or such other date as set forth in the Contract.
- h. **Contractor** – The selected Offeror that is awarded a Contract by the County.
- i. **County** – Prince George's County, Maryland, a body corporate and politic.
- j. **eMMA** – eMaryland Marketplace Advantage (see RFP Section 1.8) is the electronic commerce system managed by the State of Maryland.
- k. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- l. **Notice of Intent to Award**– A written notice from the Procurement Officer that the County intends to award a contract to the recipient of the notice, subject to the receipt of requested items stated in this solicitation documents.
- m. **Participation Agreement** – An agreement the County enters into with a developer pursuant to Section 10A-141 of the County Code wherein the County contributes funds for the construction of regional storm water management facilities or road improvements to be constructed by or contracted by the developer.
- n. **OCS** – The Prince George's County, Maryland Office of Central Services.
- o. **Pre-Proposal Conference**– A meeting to discuss objectives and answer questions related to this RFP in order to enhance prospective Offerors' understanding of the County's requirements and to facilitate better preparation of their Bids.
- p. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the County for purposes of this solicitation.
- q. **Purchasing Agent** – The Director of the Office of Central Services or his/her designee.
- r. **SPEED** – is an acronym that means S – Strategic, P – Purchasing &, E - Efficient, E – Evaluation, D – Domain. SPEED is the County's eProcurement platform that offers online strategic sourcing and contracting capabilities to enhance the procurement process.



- s. **SDDD** - The Prince George's County Supplier Development & Diversity Division.
- t. **Term Contract** – The executed agreement awarded to the successful Offeror pursuant to this RFP. The agreement will be in the form of a Term Contract that the Contractor will receive upon approval.

### **1.3 Contract Type**

The Contract resulting from this solicitation shall retain firm/fixed pricing for the initial years. The prices may be adjusted in accordance with the percentage difference in the Consumer Price Index for the Washington Metropolitan Area (CPI-U) using the December Base Index for the ensuing annual period. All such increases must be requested within sixty (60) days prior to contract expiration. Any price increase will be at the sole option of the County.

### **1.4 Contract Duration**

- 1.4.1 The Start Date contained in a Notice to Proceed is anticipated to be on or about December 1, 2022. The Contractor (s) shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Proposal.
- 1.4.2 The initial term of the agreement shall be for three (3) years and may be extended for two additional (1) year by mutual consent of the parties and subject to availability of County funds. The County intends to award multiple contracts. The initial contract will have a Six Million Dollar (\$6,000,000.00) cap and individual Task Order Assignments will have a maximum Seven-Hundred Fifty Dollar (\$750,000.00) fee ceiling. Adjustment to the contract period, contract cap and Task Order ceiling can be made at any time if it is determined to be in the best interest of the County.
- 1.4.3 If, at the time of any contemplated exercise of an option to extend the term of this Contract, the Contract is not in compliance with the County-Based Business participation requirements of this solicitation, the Contract shall not be extended.
- 1.4.4 All prices shall remain firm/fixed for the initial contract period. A price increase may be considered upon written request from the Contractor at least 90 calendar days prior to the beginning of any subsequent contract renewals. Price increases shall not, however, exceed the adjusted percentage (%) change in the Consumer Price Index for the Washington-Baltimore Area as published by the Bureau of Labor Statistics, using the December index as a base index for the ensuing contract period. Any price adjustment will be at the sole option of the County.
- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 1.4.6 The Contractors obligation to pay invoices to subcontractors that provide services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## **1.5 Procurement Officer**

The sole point of contact in the County for purposes of this solicitation prior to the award of any Contract is the address listed below:

Karen Kelly, Procurement Officer  
Prince George's County Maryland  
Office of Central Services  
Contract Administration and Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
Phone Number: (301) 883-6400  
Fax Number: (301) 883-6440  
Submit all questions through the SPEED eProcurement Platform

## **1.6 Notice to Offerors**

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to familiarize themselves completely with the requirements of the solicitation and specifications. Failure to do so will **not** relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

## **1.7 Solicitation Availability**

Offerors may access the solicitation at the following websites:

- 1.7.1 eMaryland Marketplace Advantage (eMMA) <https://emma.maryland.gov/>
- 1.7.2 **SPEED** eProcurement Platform  
<https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Offerors are encouraged to register at the eMMA and SPEED to obtain applicable solicitation documents and notifications.

## **1.8 Questions**

Written questions from prospective Offerors will be accepted electronically prior to the Pre-Proposal Conference. If possible and appropriate, such questions will be answered at the Conference; however, responses are not binding. No substantive question will be answered prior to the Pre-Proposal Conference. Questions shall be submitted in **SPEED** eProcurement Platform  
<https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer, through the above email address, in a timely manner by May 12, 2022, at 2:00 p.m. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Answers to all substantive questions will be distributed to all Contractors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

## **1.9 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposal method under Section 10A-113 of the Prince George's County Code. There will be no public opening for this RFP.

## **1.10 Proposal Submission (June 16, 2022 at 4:00 PM)**

No hand-deliveries will be accepted. Proposal must submit electronically at **SPEED** eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Requests for extension of this time or date will not be granted. Proposals received after the due date and time listed in this section will not be considered. Late Proposals will be returned to the Offeror unopened.

Proposals may be modified or withdrawn by written notice received to the Procurement Officer before the time and date set for the closing.

Proposals may not be submitted by mail, e-mail or facsimile.

## **1.11 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

## **1.12 Receipt of Proposals**

Upon receipt, each Proposal and any timely modification(s) to a Proposal shall be logged in and stored in a secure place until the time and date set for Proposal evaluation.

## **1.13 Confidentiality of Proposals**

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the County in accordance with the Maryland Public Information Act, 4-201 et. seq., General Provisions Article of Maryland Annotated Code, County Charter Section 203, and County Administration Procedure 133. Offerors must clearly indicate each and every page that is deemed to be confidential/ proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

## **1.14 Award Basis**

The Contract shall be awarded to the responsive and responsible Offeror, or Offerors in the case of multiple awards, that is determined to be technically acceptable offering the best value to the County. An Offeror's technical acceptability (minimum score of **85** points of 100 points) will be based on the following criteria for this solicitation (listed in order of importance):

- a. Form SF330 Architect-Engineer Qualifications and 10 Point Value
- b. Knowledge and Understanding of Contract and 10 Point Value
- c. Working Plan and 30 Point Value
- d. Resource Plan and 30 Point Value
- e. Quality Control and Assurance Plan and 10 Point Value
- f. Reference Contract and 10 Point Value

All Proposal prices herein shall be on an F.O.B. destination basis; Prince George's County, Maryland.

## **1.15 Tie Bids**

Tie Bids will be decided pursuant to Prince George's County Code Section 10A-145.

### **1.16 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date of the Proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.17 Revisions to the RFP**

If it becomes necessary to revise this RFP before the Proposal due date, the County will attempt to notify prospective Offerors of an addendum if they are listed by the County as receiving a copy of this RFP from either the County website, or the eMMA (EMaryland Marketplace Advantage) website, or ***SPEED***. However, it remains the responsibility of all prospective Offerors to check all applicable websites for addenda issued prior to the submission of Proposals. Acknowledgement of receipt of all addenda to this RFP issued before the Proposal due date shall accompany the Proposal. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be rejected as being non-responsive to the requirements of the RFP.

### **1.18 Cancellations**

The County reserves the right to cancel this RFP, or accept or reject any and all Proposals, in whole or in part, received in response to this RFP.

### **1.19 Oral Presentations**

The County reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from the County's Proposal Analysis Group, and/or clarify their technical submittal.

### **1.20 Incurred Expenses**

The County will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal or in performing any other activities related to submitting a Proposal in response to this solicitation.

### **1.21 Protest/Disputes**

All disputes, protest or claims related to this solicitation, or the resulting contract, shall be governed by Prince George's County Procurement Code Section 10A-107 and the County Procurement Regulations.

### **1.22 Offeror Responsibilities**

The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Subcontractors utilized in meeting the established CBSB and/or MBE participation requirements for this solicitation shall be identified in the appropriate Attachment E (Parts 1, 2, 3 and 4) of this RFP requirement.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.23 Substitution of Key Personnel**

If this solicitation requires that a particular individual or personnel be designated by the Offeror to work on the Contract, any substitution of key personnel after the Contract has commenced must be approved in writing by the Purchasing Agent prior to the substitution. If the Contractor substitutes key personnel without the prior written approval of the Purchasing Agent, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the County's remedies under the Contract or which otherwise may be available at law or in equity.

### **1.24 Mandatory Contractual Terms**

Offerors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Contract. Exceptions may be considered only if they are submitted with the technical proposal submittal.

### **1.25 Offeror/Proposal Affidavit**

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment A of this RFP.

### **1.26 Compliance with Laws/Arrearages**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered in "Good Standing" with the State of Maryland Department of Assessment and Taxation. The successful Offeror shall truthfully execute the Offeror Affidavit, Corporation Registration and Tax payment and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven (7) calendar days of the County's Notice of Intent to Award.

### **1.27 Taxpayer Identification Number and Certification**

The successful Offeror shall, within seven (7) calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service (IRS) Form SS-4, Request for Taxpayer Identification Number and Certification. Contract award shall not be made without timely submission of the completed IRS Form SS-4. The Form SS-4 and instructions are available to Contractors by accessing the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-4933.

All payees engaged in trade or business with the County are required to have on file with the County a current and correct IRS Form SS-4. This applies to individuals, sole proprietorships, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity shall obtain and submit the appropriate IRS Form SS-4. To assure accurate maintenance of your firm's status, submission of the SS-4 is required for each contract or purchase order executed by and between the County and its Contractors. If the term of the Contract exceeds one year, the County may request periodic resubmission of the SS-4. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the County may refuse to pay invoices until the form has been submitted.

The successful Offeror must be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror shall truthfully execute

(Attachment A) Offeror Affidavit and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven days of the County's Notice of Intent to Award.

### **1.27 Audits and Compliance**

Pursuant to Section 10A-123(b) of the County Code, the County shall be entitled to audit the books and records of a Contractor or any subcontractor or under any contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

### **1.28 Payments by Electronic Funds Disbursement**

Pursuant to County Code Section 10A-153(k)(3), the County Director of Finance requires the Contractor to enroll in *Automated Clearing House* (ACH) or a similar electronic payment system with the County. Payments can be posted directly to the business bank account. The County's Accounts Payable Section will e-mail a separate advice to detail the paid invoice(s) information and to confirm the transmission date so that the business enterprise can update financial records. The County reserves the right to reverse - without prior notice - any erroneous transmissions.

### **1.29 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to Section 10A-153 of the County Code, which states the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said County Code section. Additional information regarding this provision can be found on the County Website at (<http://lis.princegeorgescountymd.gov>)

### **1.30 Materials and Workmanship**

The work performed pursuant to this solicitation shall be under the general direction of the Contractor, but subject to inspection by the County's authorized representative who may require the Contractor to correct defective workmanship without cost to the County.

### **1.31 Wage Requirements for County Service Contracts**

This solicitation is subject to the County's Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The "Wage Requirements for service contracts (Attachment J) and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (Attachment K) that are included with this solicitation must be completed and submitted with your Proposal response. Failure to complete and submit the required certification and pricing material on the form(s) will render your Proposal unacceptable under County law and the Proposal will be rejected for non-responsiveness.

***NOTE: The Wage Requirements for service contracts may change during the Contract period. The Contract price shall not adjust due to Wage increase or decrease.***

### **1.32 County Held Harmless**

It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths, and/or damages that may have occurred or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations that this Contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public, and the property of others from any damages or injury resulting solely from the performance of their work.

### **1.33 Termination for Convenience**

The performance of work under the Contract may be terminated by the County within thirty (30) days of written notice, or such time as mutually agreeable to the parties, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay the Contractor all compensation earned up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be paid any damages arising from such termination.

### **1.34 Termination for Default**

If the Contractor fails to fulfill its obligations under the Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall, at the County's option, become the County's property. The County will pay the Contractor all compensation earned up to the date of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct monies due the Contractor on this or other County contracts. Damages may include excess re-procurement costs.

### **1.35 Assignment**

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assignees of the Contractor, but the Contractor shall not assign the Contract or any payment to become due thereunder except with the prior consent of the Purchasing Agent. The County may terminate the Contract if the assignment is done without the Purchasing Agent's approval.

### **1.36 Personnel and Equipment**

The Contractor represents it has in its employment or shall secure at its own expense, all personnel required to perform the services under this RFP. Such personnel shall not be the employees of, nor have any contractual relationship with the County. All services required hereunder shall be performed by the Contractor utilizing his/her own equipment or County approved equipment. All personnel engaged in the work shall be fully qualified, authorized, and licensed under the Federal, State and local laws to perform such services.

In addition, each Offeror shall supply a list of equipment (Attachment I) which it owns or intends to lease in the performance of the tasks under this solicitation. Failure to supply this information as requested may result in a rejection of the Proposal.

### **1.37 Subcontracting**

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Contractor, must receive approval of the Purchasing Agent prior to any such undertaking. In the event an Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish with their proposal, the names, qualifications, and experience of their proposed subcontractors. The maximum percentage of work that may be performed by a subcontractor(s) is 49%. Subcontractors shall conform, in all respects, to the provision specified for the Offeror. The Offeror shall, however, remain fully liable and responsible for the work done by its subcontractors. The County may terminate the Contract if the subcontracting is done without the prior approval of the Purchasing Agent.

The Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event

that there is a good faith dispute over all or any portion of the amount due on a payment from a Contractor to a subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to the Contractor.

Any contractor who violates the payment obligations set forth herein shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a Contractor being suspended or debarred.

The Contractor shall include in each of its subcontracts: (A) a payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven calendar (7) days out of such amounts as are paid to the Contractor by the County for such work performed under such contract; (B) an interest penalty clause which obligates the Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

Contractor are required to submit with their bid/price proposal executed copies of the Supplier Utilization Plan (Attachment E).

### **1.38 Contract Changes in the Interest of the County**

The parties may, from time to time, propose changes in the Scope of Work to be performed by the Contractor. Material Scope of Work changes, report requirement changes, and budget revisions that increase or decrease the Contract's total compensation will be mutually agreed upon, in writing, by and between the County through CAP and the Contractor before they are considered Contract changes.

### **1.39 Interrupted Service**

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without unnecessary delays.

### **1.40 Safety Measures**

Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.



#### **1.41 Inspection and Acceptance**

The County's inspection and acceptance of contractual compliance will be accomplished by a representative from the County or designee. The name and contact information for this individual will be furnished by the County to the Contractor, in writing, prior to the commencement of the Contract period.

#### **1.42 Performance**

- 1.42.1 All work performed shall be of high quality in accordance with good practices, procedures, and industry standards. The Contractor must conform to all Federal, State, and Local laws and governmental regulations.
- 1.42.2 Should any damage to the County's property, public or private, or property adjacent to the County's property, be caused by the Contractor; the Contractor will be required to make repair(s). If the Contractor does not make repair(s) within a reasonable time, the County may make repairs or replacements of damaged property and deduct the cost from monies due the Contractor.
- 1.42.3 Work can be temporarily stopped in the field by the County representative or their designee because of inclement weather, lack of materials, safety violations or performance not in accordance with the Contract or other unforeseen circumstances that pose a hazard to the public, workers or the project.
- 1.42.4 The Contractor shall not use any materials or chemicals which may pose a physical or health hazard without receiving prior written approval from the County. Along with the written request for approval, the Contractor shall submit the manufacturer's specifications, a "Materials Safety Data Sheet" and any required Environmental Protection Agency (EPA) information on usage and handling.

#### **1.43 OSHA Regulations, Bloodborne Pathogens**

The Contractor shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of the Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available to all employees who have occupational exposure, Hepatitis B vaccine and vaccination series and post exposure follow-up following exposure incidents.

#### **1.44 County Responsibilities**

The County's responsibilities under this Contract are as follows:

- a. To assist the Contractor in obtaining the necessary permission to enter upon any public and private lands required for the Contractor to perform the work described herein, provided the Contractor has exhausted all reasonable efforts to obtain such permission and releases from the appropriate property owner(s) involved.
- b. To furnish the Contractor a project work plan showing the approximate locations of the areas requiring service order or delivery.

#### **1.45 Contract Dispute Resolution**

Pursuant to provisions of Sections 10A-104 and 10A-107, of the County Code, the Purchasing Agent shall designate a "Contract Administrator" for all contracts with certain responsibilities incidental to the resolution of contract claims and disputes.

#### **1.46 Quantity Estimates**

The County's estimated annual expenditure for the requirement represents the County's best estimate, but the County assumes no liability in the event actual requirements do not materialize in the amounts estimated. Purchase orders may be issued from time-to-time during the term of the Contract or any extension thereof, if and when a need arises.

#### **1.47 Protection of Existing Facilities**

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by workmen and shall repair or replace, at their own expense, any damages caused by its employees or subcontractors within thirty (30) days of such damage.

#### **1.48 Bid Bonds**

When required, each Bid/Proposal shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. See attached Paragraph 17, General Conditions and Instructions to Offerors (Attachment Y).

#### **1.49 Performance Bond**

OMITTED

#### **1.50 Cleaning**

The Contractor shall, at all times, keep the owner's premises clean of rubbish and upon completion of the work shall remove all tools, equipment, surplus materials, and leave the premise clean and ready for use daily.

#### **1.51 Allowance of In-House Work**

No section or portion of this Contract shall be construed or interpreted to preclude the County from accomplishing any task or undertaking of any operation or project utilizing its own work force.

#### **1.52 Bid/Proposal Acceptance**

The County reserves the right to accept or reject any and all Proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities.

#### **1.53 Economic Development**

Under authority of the County Executive, Prince George's County-Based Small Businesses are encouraged to participate in the County's procurement process. The Prince George's County Government is committed to promoting economic development, expanding business opportunities, and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Prince George's County Economic Development Corporation. Information on the County's contracting process and procurement opportunities may be obtained through CAP.

#### **1.54 Environmentally Preferred Purchasing Policy**

Prince George's County is committed to procuring quality goods and services in a timely manner and reasonable cost that supports the County in meeting its sustainability goals. The County aims to improve work health, conserve natural resources, and prevent pollution through this activity. Environmental components to be considered include: recycled content and recyclability, energy efficiency, and the presence of undesirable materials in products, especially toxic chemicals, which are persistent and bio-accumulative. Environmental requirements related to sustainability and environmentally preferred

purchasing goals will be embedded in County solicitations, where applicable, to services and goods being solicited for the County.

#### **1.55 Clean Renewable Energy**

OMITTED

#### **1.56 Americans with Disabilities Act Requirements**

- 1.56.1 Prince George's County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal for access for persons with disabilities in employment, public accommodation, transportation, and all County programs, activities and services. County government Contractors, subcontractors, Contractors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.
- 1.56.2 Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Offerors requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

#### **1.57 Gifts**

Offerors and Contractor must not make or offer to make a gift to a public employee as public employees are prohibited from accepting gifts under the Code of Ethics, Prince George's County Code Section 2-293(d).

#### **1.58 Kickback**

- 1.58.1 A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Contractor, a Contractor employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the County.
- 1.58.2 A person must not:
- Provide, attempt to provide, or offer to provide a kickback;
  - Solicit, accept, or attempt to accept a kickback;
  - Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Contractor, or by the prime Contractor in the price charged by the prime Contractor, to the County; or
  - Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory, or contractual requirement.

#### **1.59 Provision for Other Agencies**

Unless otherwise stipulated by the Offeror, the Offeror agrees when submitting their Proposal that they will make available to all County agencies and departments, bi-County agencies, in-County municipalities, the resulting Contract in accordance with its terms and conditions, should any said department or agency wish to buy under this solicitation.

#### **1.60 Sexual Harassment**

Prince George's County Government is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome

sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Contractor will be required to remove the offender from the job-site.

#### **1.61 Contingency Fee Prohibition**

The Contractor hereby represents they have not retained anyone to solicit or secure this Contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.

#### **1.62 Drug and Alcohol Free Workplace**

The Contractor warrants that the Contractor shall comply with the Drug Free Workplace Act of 1988 and that the Contractor shall remain in compliance throughout the term of the Contract.

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## **SECTION 2 – SUPPLIER CERTIFICATION, PARTICIPATION, PREFERENCE POINTS AND COMPLIANCE**

### **2.1 Supplier Certification**

Contractors must be certified with SDDD prior to the Proposal closing date to be considered responsive. Additionally, Contractors may be deemed automatically certified pursuant to County Code Section 10A-163(g) (Reducing redundant certifications) provided that, the business provides SDDD a copy of their federal tax return filed with the Internal Revenue Service establishing that the business has continuously operated within the County within the preceding twelve (12) months prior to the Proposal closing date to be considered responsive. For questions or application status, SDDD may be contacted at (301) 883-6480. A list of current Certified MBEs, CBSB and CBBs can be found on SDDD's website at [www.diversity.mypgc.us](http://www.diversity.mypgc.us) under the Resource tab. Definitions of each certified entity type are attached hereto as Attachment V.

### **2.2 Supplier Participation Requirements**

- 2.2.1 This RFP has a mandatory Supplier Participation of twenty (20%) County-based Minority Business Enterprises (MBE) and 40% County-Based Small Businesses. Each business used to meet the Supplier Participation Requirement must be certified by the Prince George's County Supplier Development & Diversity Division (SDDD).
- 2.2.2 The Contractor shall comply with the participation requirements of Section 10A-161, et seq. and 10A-136 of the County Code, which are incorporated by reference into this Contract. Implementation of these requirements, as applicable, is a legal obligation and failure to comply with the requirements constitutes a material breach of the Contract, which may result in suspension, debarment or cancellation of the Contract. The County will investigate any allegation that the Contractor, subcontractor or any other participating business is not in compliance with the participation requirements. Should an investigation result in a finding of merit in the allegations, the County may pursue legal and/or contractual remedies and impose a penalty, to include monetary fines of up to five percent (5%) of the value of the Contract for each violation, a cancellation of the Contract, or suspension and/or debarment of the Contractor.
- 2.2.3 Each Offeror's response to this RFP must include a Supplier Utilization Plan (Attachment E). The Supplier Utilization Plan certifies the percentage of the Contract's total value that will be subcontracted to suppliers throughout the full term of the Contract. Any change to the Supplier Utilization Plan during the term of the Contract must be approved by the Purchasing Agent. Compliance with the mandatory supplier participation percentages is a contractual requirement upon execution of award documents. The monitoring process for the program consists of the following components:
- For the entire duration of the Contract, the Contractor shall maintain no less than the participation percentages of certified CBSB and/or MBE set forth in the Supplier Utilization Plan submitted with the Contractor's Proposal as approved.
  - The Offeror that is awarded the Contract under this solicitation (the prime contractor) shall provide Monthly Reports to the Office of Central Services Compliance Unit Certification & Compliance System (CCS) (<https://mypgc.diversitycompliance.com>) using the Monthly Supplier Participation Report (Attachment W).
  - The Office of Central Services Compliance Unit will review reports and take action if the reports are incomplete, if there are questions about the validity of the information in the reports and/or if reports are not submitted.
  - Should compliance issues arise with meeting the participation requirement, Contractor agrees to consult the Office of Central Services Compliance Unit in an effort to cure the issues or challenges.

- Should the Contractor not be in position to find appropriate suppliers to maintain participation requirements, the Contractor should contact SDDD for assistance in finding appropriate vendors to satisfy participation requirements. A Contractor may request a waiver of the CBSB participation requirement. On a case by case basis, such a waiver request may be granted, if “best efforts” by the Contractor to comply have been demonstrated as prescribed Attachment F.
- At the discretion of the Purchasing Agent or the County Auditor, any Contractor given preference points or that is subject to participation requirements shall be subject to an audit of documents or other information deemed necessary by the Purchasing Agent or the County Auditor to verify compliance its Supplier Utilization Plan upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other vendor.

2.2.4 Failure to submit a Supplier Utilization Plan with a Proposal will result in the Proposal being deemed non-responsive.

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## **SECTION 3 – SCOPE OF WORK**

### **3.1 Background and Purpose**

Prince George's County, Department of the Environment, Stormwater Management Division is tasked with the oversight and implementation of various Programs relating to Stormwater Management; Flood Protection; Water Quality Protection; NPDES Program Implementation and Permit Compliance; Planning; Environmental Sustainability; Climate Mitigation and Adaptation; the Implementation of related Capital Improvement Program Projects, and Flood Warning System Equipment and Maintenance Services. Work associated with these programs include application of various professional disciplines within the civil and environmental fields of engineering, including, but not limited to: feasibility analysis and planning, design, construction and inspections, retrofitting of existing facilities, rehabilitation, water resources, stormwater management, flood control, air quality, water quality, wetland mitigation, environmental restoration, comprehensive watershed study and planning to meet NPDES and TMDL requirements, analysis/monitoring of water chemistry, monitoring/evaluation of renewable energy systems, monitoring/evaluation of alternative water supplies, community revitalization and public outreach. As a result of development and re-development in the County and the resource demands of expanding programs and tighter environmental protection requirements, the County frequently requires the professional services of engineers, environmental scientists, ecologists and other professionals to meet the demands of these important programs.

### **3.2 Scope of Work Requirements**

The complexity and workload associated with implementing the programs is such that the County's in-house engineers and project managers require additional resources to achieve timely and successful implementation through the disciplines noted herein. The County expects Offerors to have considerable knowledge, experience and expertise in all aspects and disciplines of Engineering and project management, and other relevant professional and para-professional fields and to provide the services required under this RFP.

#### **3.2.1 WORK DISCIPLINES**

Offerors are expected to provide the services required as identified by this RFP and assemble qualified teams of sub-consultants, as necessary, to provide required services. The general disciplines/services to be addressed include, but are not limited to, the following:

<b>Disciplines or Services</b>	<b>A.) Civil Engineering and Design Services</b>	<b>B.) Environmental Engineering and NPDES Permit Services</b>	<b>C.) Construction Inspection and Management Services</b>
Computer Aided Design and Drafting (CADD)	✓	✓	✓
Cost estimating /scheduling	✓	✓	✓
Professional and para-professional staff augmentation assignments	✓	✓	✓
Development of watershed studies to meet NPDES restoration goals	✓	✓	✓
Local jurisdiction permit process:	✓	✓	✓
Applications and coordination to achieve all required permits	✓	✓	✓
Third party services for design review (DPIE Certified Peer Review Services)	✓		✓
Third party code compliance inspections and certifications			✓

Disciplines or Services	A.) Civil Engineering and Design Services	B.) Environmental Engineering and NPDES Permit Services	C.) Construction Inspection and Management Services
Civil Engineering principals and disciplines	✓	✓	
Environmental Engineering principals and disciplines	✓	✓	
Bioengineering	✓	✓	
Public or community outreach and education	✓	✓	
Development of messaging or other specialized needs	✓	✓	
Hydrology and Hydraulics Analysis and Evaluations	✓	✓	
Floodplain analysis and modeling	✓	✓	
Geology	✓	✓	
Ecology and Biology	✓	✓	
Mechanical and Electrical Engineering	✓	✓	
Geographic Information System (GIS) applications, programming and data acquisition	✓	✓	
IT (Information Technology) support and network solutions	✓	✓	
Training county staff in new engineering, and environmental technologies and practices, and construction management & contract administration	✓	✓	✓
Capital Improvement Projects feasibility studies and alternative analysis	✓	✓	
Water quality Environmental Site Designs and retrofit designs	✓	✓	
Emerging technologies research and development	✓	✓	
Life cycle analysis for energy, air quality monitoring systems		✓	
Project management support	✓	✓	
Historical/archaeological review and investigations	✓	✓	
Environmental assessments and impact studies	✓	✓	
Develop TMDL implementation plans to meet NPDES mandates	✓	✓	
Geotechnical Engineering and Investigations	✓		✓
Existing underground utilities locations/ designations	✓		✓
Public utilities service design and coordination	✓		
Video pipe inspection	✓		✓
Surveying Services (ALTA, Topographic, Boundary, ...)	✓		✓
Stakeout and As-built	✓		✓
Metes/bounds easements, right-of-way plats, and special plats	✓		
Construction administration (C.A.) and contract support	✓		✓
Contract claim analysis and resolution	✓		✓
Certification of construction per approved plan and specifications	✓		✓
As-built plans preparation	✓		✓
Review of contract shop drawings	✓		✓



Disciplines or Services	A.) Civil Engineering and Design Services	B.) Environmental Engineering and NPDES Permit Services	C.) Construction Inspection and Management Services
Inspections, materials and soils and testing	✓		✓
Value engineering and constructability reviews	✓		✓
Contract documents and bid specifications	✓		✓
Urban Planning	✓		
Design of Urban Revitalization Projects	✓		
Urban and Community Revitalization Studies	✓		
Market analysis and project feasibility planning	✓		
Economic and Financial analysis	✓		
Water Resources and watershed planning	✓		
Green Roof systems design	✓		
Stream restoration projects and habitat improvement	✓		
Storm drainage conveyance systems	✓		
Maintenance of Traffic (MOT) design	✓		
Wetland delineations, assessments, analysis and mitigation	✓		
Natural Resource Inventories and Assessment	✓		
Design of Stormwater Management Facilities	✓		
Water and sewer conveyance system design	✓		
Erosion and Sediment Control design	✓		
Architecture	✓		
Landscape Architecture:	✓		
General site landscape and tree design	✓	✓	
Streetscape design	✓		
Flood proofing techniques assessment and design	✓		
Planning and design of flood damage reduction projects	✓		
Flood warning system maintenance		✓	
Air quality monitoring and assessment		✓	
Assessment and remediation of polluted Brownfield sites		✓	
Hazardous waste characterization and remediation (toxics, PCBs, PFAS, etc.)		✓	
Industrial pollution prevention and waste minimization		✓	
Trash and litter:		✓	
Video surveillance to identify pollutant sources		✓	
Development of pollution prevention plans for industrial activities and site operations		✓	✓
Water quality monitoring for chemical, biological and physical site conditions		✓	✓
Outfall sampling and chemical analysis to detect illicit discharges			✓

### 3.2.2 STAFF CLASSIFICATIONS- DEFINED

Staff Classifications, descriptions and minimum qualifications are to be used as part of the Civil

Engineering, Environmental Engineering and Construction Management Services for use in development of Contract Rates. Staff shall be identified in the Request for Proposals response by one of these classifications and meet the minimum requirement outlined below for each position. Consultant proposals for individual assignments shall be developed based on Staff Classifications and Contract Rates, not individual employees. Invoicing shall also be based on Staff Classification and Contract Rates, not individual employee compensation. It is anticipated that many staff members may be able to be classified under multiple positions. When individual employees can be classified into different staff classifications, the Consultant shall be compensated at the Contract Rate that corresponds to the services being provided. If a Senior Project Manager of a firm is functioning as a Project Manager, the firm will be compensated for these services as a Project Manager not as a Senior Project Manager. Refer to Attachment #14 for Staff Classifications.

### **3.3 TECHNICAL SPECIFICATIONS**

#### **3.3.1 CIVIL ENGINEERING AND DESIGN SERVICES FOR CAPITAL IMPROVEMENT PROGRAM PROJECTS**

1. The engineering and environmental services shall consist of all, or a defined portion or phase of the following seven separable principal phases, (1) Feasibility and Alternatives Analysis, (2) Concept (30%) Design Phase, (3) Design Development (65%) Phase, (4) Semi-Final Design (90%) Phase, (5) Final Construction Documents and Bidding Phase (100%) and (6) C. Construction Administration, Management and Inspection Services and Other Required Maintenance Services.

The County reserves the right to define the phases required on a specific project or Task Order Assignment basis. In rendering these services, the Multi- Disciplined Engineering firm shall:

- a) Gain complete understanding of proposed task order/project objectives to develop a comprehensive strategy to ensure all goals and objectives of the project/problem are addressed in a cost-effective approach and all proposed alternatives considered are constructible, permittable and fulfill task order/project objectives. It is intended that individual tasks when identified and assembled in a broader assignment will meet the task order/project objectives needs. It is the Offerors responsibility to ensure comprehensive understanding of project scope, needed services/tasks and coordinate and meld these tasks into a cohesive project. Site visit(s) and meeting(s) with County personnel to help define task order/project objectives are expected. Task order/project objectives are to be identified and stated in the Offeror Task Order proposal as part of the scope of work description.
- b) Be solely responsible for the technical completeness, quality control, accuracy, and sufficiency of all designs and construction documents, consisting of drawings, specifications and supporting reports setting forth in detail the requirements for the construction of the project. Coordinate with federal, state, and local permitting agencies to ensure designs meet all required codes and ordinances to ensure acquisition of all necessary permits for construction of proposed projects.
- c) Notify the County of the identity of any professional consultants

proposed to be engaged prior to the execution of this Agreement, and upon such execution and receipt of the County's approval of such consultants, to engage the same. Such engagement shall not constitute an engagement of such consultant by the County. In all instances, the term Consultant firm includes action by consultants as appropriate and all consultants engaged by the Consultant firm shall be bound by the terms of this Agreement.

- d) Attend conferences or public meetings with the County Project Manager, as expressed in the program for the project and as needed to execute the various phases of the project.
- e) Render to the County those studies as required in the scope of work. Whenever special studies or specialty consultants are required, the County may direct the Consultant firm to undertake or engage the same and, in such case, the Offerors firm shall be compensated for the same by agreement of both parties.
- f) Achieve economy in construction by simplification in design, and standardization in materials.
- g) Develop the required task related documents in accordance with the approved schedule. All documents shall anticipate a complete and permitted project ready for efficient and constructible implementation of the project.
- h) Be responsible directly to the County and authorized representative of the County to whom the Offerors firm shall direct all communication and submit all documents for approval and from whom the Offeror firm shall receive all directions concerning the project and approval of all documents in writing. In the event the documents submitted by the Consultant firm in satisfaction of the project phases are not approved in the form submitted, the Offeror firm at its own expense, shall revise the same until approved by the County. Provided, however if the nature of the revision required to be made by the Offeror firm is caused by revising previously approved drawings and/or specifications, to accomplish changes not initiated by the Offeror firm, the firm may be paid for effecting such revisions. Such revisions shall allow additional compensation to the Offeror firm not be commenced without written authority of the County.
- i) Offeror firm shall prepare and submit a project schedule (MS Project compatible) to meet task order/project objectives. The project schedule is part of the task order/project objective and subject to County review, negotiation and approval. Project Time, i.e., *The Approved Project Schedule* is a part of this call contract agreement and shall not be breached without cause and written agreement by the County.

The Offeror firm shall ensure adequate in-house reviews are

performed for Quality Assurance and Quality Control of work performed to certify their work is economically sound (value engineering), design is constructible and permissible, all previous review comments have been addressed adequately and the minimum design requirements for the applicable phase of design has been met.

- j) There shall be no press releases or public outreach contact with the public without the prior written approval of the County.

2. **FEASIBILITY AND ALTERNATIVES ANALYSIS PHASE:**

In rendering professional services for preparation and furnishing of the requirements, the Consultant firm shall:

- a) In general the approach to fulfill project objectives requires information gathering and analysis before proceeding to the successive project phases. Information and data needed to determine a comprehensive solution, feasibility, cost effectiveness, constructability and permissible alternatives shall be identified, obtained and assessed. This information may include, but not be limited to the following:

- i.) Comprehensive Site Review

When improvements are planned for a site, the Offeror shall review the site and the potential impact of the planned improvements in their entirety. Primary impacts could be impacts to private or public properties, natural resources or infrastructure. Secondary impacts could be impairments to sight distances, loss of screening, impacts to pedestrian traffic, driveway grades, right of way, utility relocations, construction phase staging/storing, temporary or permanent access, maintenance of traffic or other effect identified and determined by Consultant Engineer. A Natural Resources Inventory (NRI), or exemption letter shall be a component of the comprehensive site review and taken into consideration with the development of the Stormwater Management Concept Plan.

- ii.) Approximate Project Limits

When identifying project limits, these should be taken to logical termination points or point of investigation (POI), to achieve a comprehensive evaluation to meet the project objective, and to include all appropriate improvements and actual extent of the problem to be cured. Items to consider include but are not limited to: transition into existing roadways, topography, extension of drainage systems, rehabilitation or upgrade of existing facilities, and capacity of existing systems and other items determined by consultant.

iii.) Community and Stakeholders Meetings:

Meetings with the community and Stakeholder could be appropriate at any of the Design Phases, or as required by the County. The Meetings are typically one of the following:

- (a) Informational: These meetings are usually with a specified audience such as a Homeowners Association or a defined Community Group at the request of the group or elected official. The purpose of these meetings is to update the group on the Project status.
- (b) Community Workshop: This is a “hands on” working session with community representatives with the purpose of developing a collaborative solution for a Project.
- (c) Formal Project Development: These meetings are broadly advertised and held in public forums. Typically project meetings include a formal presentation, displays, recordation of comments and feedback and follow up with the community. Two (2) different meeting types are envisioned:
  - Informational Meeting: Presentation of the planned Project and request for community feedback.
  - Alternatives Meeting: Developed or Final selected-alternatives are presented to the community with a request for community feedback or concurrence with the project alternative.

iv.) Alternatives

Based on project objectives and the outcomes of all material and information assessed, the Offeror should evaluate potential alternative designs and recommend options that are considered viable, cost effective, permissible and constructible.

vi.) Alternative Report/Meeting

The Offeror shall prepare an Alternatives Report based on direction received during Project scoping. The purpose of this meeting is to review the information to date and to provide direction as to Project objectives, amenities, limits, budget, resources and schedule. Depending on Project needs, an alternatives meeting may be held between the Offeror and County representatives. The Alternatives Report should be

available for County review at least two (2) weeks before any planned alternatives meeting. Any discussion on Project alternatives should include cost, positive outcomes, timetable and impacts to right of way, utilities, environment or other factors that may influence the selection.

**3. CONCEPT (30%) DESIGN PHASE:**

In rendering professional services for preparation and furnishing of the requirements, the Offeror firm shall:

- a) The Consultant firm shall prepare and submit an updated project schedule (Microsoft Project or MS Project compatible) to meet Task Order Assignment objectives and agreed Completion Date. The project schedule shall be a deliverable under this phase for the County Project Manager's review, negotiation and approval. The Approved Project Schedule shall not be breached without cause and written concurrence by the County Project Manager.
- b) Use as the Project title in all drawings, documents and correspondence, the naming convention and Capital Project (CP) number information as provided by the County.

Visit the site of the Project and familiarize himself/herself fully with the existing site conditions and limitations of said site and obtain measurements and other information relative to pertinent site characteristics to be accounted for in the proposed designed solution to comprehensively and economically address the task order/project objectives required.

- c) Coordinate with current property owners, obtain input from essential personnel and develop preliminary sketches. Evaluate proposed alternatives for constructability and achievability of permits. Attend meetings with personnel of the departments involved as required individually and jointly, obtain the approval of the concepts, and rearrange the concept plans as required.
- d) Perform Survey using vertical and horizontal controls and develop a base map that will be used for design plans showing the Project as related to the existing and proposed topography, utilities, roads, walks, parking facilities, other existing structures and property lines/boundaries in the immediate vicinity, and existing Natural Features including, but not limited, to streams, wetlands, tree line, existing drainage flow path, etc.. Identification of required easements and rights of way from property owners impacted by the Project shall be provided in the form of a property boundary mosaic. The mosaic shall identify all adjacent property owners, project impacts, existing and proposed easements, temporary construction easements and project entry points. The survey data shall be developed into scaled plans appropriate to show significant detail for final design with a contour interval of 1-foot or as required to complete the Final Construction Documents. An Existing Features/Conditions base map

will be a deliverable under this phase.

- e) Develop a Concept Grading, Erosion and Sediment Control Plan (or Site Development Grading, Erosion and Sediment Control Plan) in conjunction with the Stormwater Management design plans and obtain Concept approval from the Prince George's Soil Conservation District per the latest version of the Design Manual.
- f) Contact the utility companies and other authorities whose facilities could be affected by the proposed improvements and coordinate the locations of existing facilities, together with proposed changes. The consultant shall also bear responsibility of informing the County of possible utility conflicts (based on site and plan review) and recommending test pitting to determine horizontal/vertical location of utility as design development proceeds. A formal transmission of Project plans to the utility companies shall be made at the sixty-five percent (65%) and subsequent submittals as required until Final Approvals from utility companies have been secured as part of the Final Construction Documents.
- g) Utility locating via Test Holes shall be utilized to verify, identify, locate and document underground facilities. This may include, but is not limited to the location of water, sewer, gas, storm drain, electric, communication, duct banks or other buried pipe, conduit, wire or underground utilities.

Miss Utility is to be contacted prior to any test hole being performed. This will also aid in the verification of utility location.

Prior to any test hole being excavated, a test hole location plan shall be developed from as-built information and planned improvements. The purpose of the plan is to identify locations of possible conflict or points where verification of a buried facility is requested. The test hole location plan is a roadway plan with proposed test locations identified, and the plan shall receive approval from the County prior to being performed.

Test holes are to be excavated by vacuum extraction. Test holes are intended to be minimally invasive and all effort shall be made to mitigate any impact to prevent damage to existing roadways or facilities.

Test hole excavations that require closure of any shoulder, travel lane or pedestrian access shall require a pre-approved traffic control plan.

If the anticipated objective of the test hole excavation is not readily uncovered, all reasonable effort must be made to locate the object before the investigation is stopped.

When the objective of the test hole is located, it shall be clearly

identified and located with reference both vertically and horizontally. The vertical reference shall provide a grade elevation on the top of the object as well as a description of the object size so that an invert elevation can be developed. Horizontal reference shall include survey monument or benchmark and offset with at least two (2) local references.

The test hole shall be backfilled with suitable material, compacted and sealed with the surface. Repair to pavements, sidewalks or other infrastructure are to be in accordance with approved details (within roadways, reference DPWT Std. 300.18 or 300.19).

The test hole report shall include the following:

1. Copy of test hole location plan. Verification and statement of survey benchmarks or control points utilized for the investigation.
  2. Information on equipment and personnel used to conduct the test hole.
  3. Weather or other site conditions at time of investigation.
  4. A detailed plan (one 8 1/2" x 11" sheet or digital equivalent per test hole) identifying hole location, depth to top of object, description of object, any additional observations made of the object and/or during excavation.  
The report shall be submitted within two (2) weeks of the completion of the field investigation. The detailed plans shall be included in the Final Contract Documents.
- h) Based upon project requirements, the consultant shall complete a Detailed Field Natural Resources Investigation/Forest Stand Delineation including (NRI/FSD). Additionally, consultant shall submit requests to the Maryland Department of Natural Resources (DNR) Integrated Policy and Review Unit, DNR Wildlife and Heritage Division, and the United States Fish & Wildlife Service (USFWS) regarding the existence of rare, threatened or endangered species (RTE) within the project area. Data received and or approval letters from the agencies will be included in all applicable documentation and permitting materials under this phase.
- i) Prepare a statement of probable construction cost upon the Standard Cost Estimate Work Sheet, based upon the Concept Design Documents applying the area, volume and other unit costs currently prevailing in the County.
- j) A digital and hard copy submittal shall be completed through the County ePlan system (Digital Plan Review). Permitting approvals for NRI, DNR, USFWS, and RTE Approval letters may be achieved at this phase and shall be part of the project deliverables for this phase.
- k) Right of Entry and or Public Easements shall be prepared at thirty percent (30%) and completed and ready for signature as soon as



possible but no later than concurrent with sixty-five percent (65%) plan submission and provided consultant has discussed with County and County has agreed areas of easements or acquisition are not likely to be changed as project/design development proceeds.

4. **DESIGN DEVELOPMENT (65%) PHASE:**

This shall commence with the consultant firm's receipt of the County's written comments of the documents comprising the Concept Design Phase, and where required, a written extension of this Agreement, upon receipt of this notice, the Consultant firm shall prepare:

- a) The Consultant firm shall prepare and submit an updated project schedule (Microsoft Project or MS Project compatible) to meet Task Order Assignment objectives and agreed Completion Date. The project schedule shall be a deliverable under this phase for the County Project Manager's review, negotiation and approval. The Approved Project Schedule shall not be breached without cause and written concurrence by the County Project Manager.
- b) The project design or restoration plan indicating the Project features as related to the existing and proposed utility lines, roads, parking, walks, grades, existing Natural Features including, but not limited, to streams, wetlands, tree line, existing drainage flow path, and identify any impacts, other structures, and property lines/boundaries in the immediate vicinity. Plans and computations shall be developed and prepared of sufficient detail to satisfy County and or State Design Criteria and apply for required permits and approval from various Federal, State and Local agencies having permit authority over the proposed Project. Application to permit authorities having jurisdiction over the proposed project shall be made. In addition, all rights of way and easement documents for property owners impacted by the Project and required for construction are to be in final form for the County to proceed with acquisition of said rights of way and easements.
- c) The consultant shall complete all required applications for permits and acquisitions for County signature to obtain any additional permits/ or approvals, not included under the previous phase required for construction of the project. The consultant shall be capable of responding to technical inquiries concerning the permit application and with the knowledge and consent of the County Project Manager work directly with the permitting agency to provide clarifications, resolve problems and facilitate execution of the requested permit. A status report of the permits required and their approval status for the Project is to be provided. These permits include, but not limited to, Maryland Department of the Environment (Non Tidal Wetlands, Dam Safety, NOI), U.S Army Corp of Engineers (Waterway Construction), Prince George's Soil Conservation District, MNCPPC, and Prince George's County Department of Public Works.

- d) The Consultant shall submit ArcGIS compatible files geo-referencing project drainage areas, stormwater management BMPs, Point(s) of Investigation (POI), and inlet and discharge locations. NPDES BMP Summary Table information shall be transcribed and placed in MDE geodatabase field ready form.
  - e) Right of Entry and or Public Easements shall be completed and ready for signature as soon as possible but no later than concurrent with sixty-five percent (65%) plan submission and provided consultant has discussed with County and County has agreed areas of easements or acquisition are not likely to be changed as project/design development proceeds.
  - f) A statement of probable construction costs utilizing Standard Cost Estimate Work Sheets based upon labor and material takeoffs which he/she shall make from the Design Development Documents, applying currently prevailing costs, or utilizing unit pricing from County contracts of a similar nature, when appropriate and approved by the County Project Manager.
  - g) If in the professional judgment of the consultant firm and the County Project Manager, such probable construction costs from the design significantly exceeds the estimated construction costs previously accepted by the County, the consultant firm shall initiate a cost reduction evaluation with the County Project Manager to effect cost solutions to maintain the project's intent. The consultant firm shall advise the County to such effect in writing and cease all design efforts under the Task Order Assignment until the cost effectiveness is resolved to the County's satisfaction.
  - h) A digital and hard copy submittal shall be completed through the County ePlan system (Digital Plan Review). Project dependent permits shall be part of the project deliverables for this phase as identified by the Task Order Assignment.
5. **SEMI-FINAL DESIGN (90%) PHASE:**  
 This phase shall commence with the consultant firm's receipt of the County's written comments of the documents comprising the Design Development Phase, and where required, a written extension of the Agreement, upon receipt of this notice, the consultant firm shall prepare:
- a) The Consultant firm shall prepare and submit an updated project schedule (Microsoft Project or MS Project compatible) to meet Task Order Assignment objectives and agreed Completion Date. The project schedule shall be a deliverable under this phase for the County Project Manager's review, negotiation and approval. The Approved Project Schedule shall not be breached without cause and written concurrence by the County Project Manager.
  - b) The required set of project drawings, specifications and final

construction cost estimate. The various drawings shall be carefully coordinated by the consultant firm so as not to conflict one with the other. Drawings and specifications shall be made in accordance with the best professional practice and shall indicate clearly, accurately and precisely in such detail as may be necessary, what is to be furnished and dimensional accuracy.

- c) The consultant firm shall coordinate final design and computation issues with all Federal, State and Local agencies having permit authority over the proposed Project as necessary to secure **ALL** required permits required for construction of the Project. The Consultant firm shall finalize and address any review comments provided by the County or Permitting agency to render the Final Construction Documents, approved and ready for final permits issuance at this phase. A Bid Package in accordance with the Standard Form supplied by the County will be a deliverable if identified by the Task Order Assignment.
- d) The Consultant Firm shall submit ArcGIS compatible files geo-referencing project drainage areas, stormwater management BMPs, Point(s) of Investigation (POI), and inlet and discharge locations. NPDES BMP Summary Table information shall be transcribed and placed in MDE geodatabase field ready form. This shall be the final NPDES BMP Summary deliverable for the project.
- e) A digital and hard copy submittal shall be completed through the County ePlan system (Digital Plan Review). Additionally, all permit approvals shall be part of the project deliverables for this phase as identified by the Task Order Assignment and uploaded in the County ePlan system.

6. **FINAL CONSTRUCTION DOCUMENTS AND BIDDING PHASE (100%):**

This phase will commence upon the issuance of **DoE's Permit Approval** through the County ePlan system based upon completion of all work and all other required permits secured in the Semi-Final Phase (90%). In this phase the Consultant and County Project Manager will coordinate and prepare the Contract Bid Documents for construction implementation under the County Construction Contracting method.

- a) When requested by the County, the Consultant firm shall provide services for preparation of record or as-built drawings, field inspections and measurements necessary to complete required engineer as-built certifications. The identification of these services generally occurs prior to the Construction Contract Award. Additional details of these services are provided in Section C - **"Construction Administration, Management and Inspection Services and Others"**.
- b) When requested by the County, the Consultant firm shall provide hard copies of the final, approved Construction Drawings, permits, all project CADD Files, and GIS Data.

- c) When requested by the County, analyze the bids/ construction cost proposals when received and make such recommendations relative to the construction contract award.

### **3.3.2 ENVIRONMENTAL ENGINEERING AND NPDES PROGRAM SUPPORT**

The Offeror shall be responsible directly to the County and authorized representative of the County to whom the Multi-Disciplined Engineering firm shall direct all communication and submit all documents for approval from whom the Multi-Disciplined Engineering firm shall receive all directions concerning the Project and approval of all documents in writing. In the event the documents submitted by the Multi-Disciplined Engineering firm in satisfaction of the work activities are not approved in the form submitted, the Multi-Disciplined Engineering firm at its own expense, shall revise the same until approval by the County is provided, however if the nature of the revision required to be made by the Multi-Disciplined Engineering firm is caused by revising previously approved work, to accomplish changes not initiated by the Multi-Disciplined Engineering firm, the firm may be paid for effecting such revisions as hereinafter provided. Such revisions aforesaid which shall occasion additional compensation to the Multi-Disciplined Engineering firm shall not be commenced without authority of the County.

1. The Offeror shall:
  - a) Be solely responsible for researching Federal, State, County, and other relevant regulatory agencies for regulations or mandates relating to watershed studies, air and water quality, air and water quality monitoring, NPDES MS4, Stormwater Management and Total Maximum Daily Loads (TMDLs). The technical completeness and sufficiency of all studies, testing, design documents, consisting of implementation plans or strategies must comply in detail with the requirements of Federal, State, and Local regulations and permit requirements.
  - b) Advise the County of the identity of any professional consultants proposed to be engaged prior to the execution of this Agreement, and upon such execution and receipt of the County's approval of such consultants, to engage the same. Such engagement shall not constitute an engagement of such consultant by the County. In all instances, the term Prime Offeror firm includes action by consultants as appropriate and all consultants engaged by the Prime Offeror firm shall be bound by the terms of this Agreement.
  - c) Attend public meetings with the County representative, as expressed in the program for the Project and necessary to execute the various phases of the Project.
  - d) Render to the County those studies as required in the Scope of Work. Whenever special studies or specialty consultant are required, the County may direct the Consultant firm to undertake or engage the same and, in such case, the Consultant firm shall be compensated for the same by agreement of both parties.

- e) Achieve economy in the development of studies by utilizing data from other sources that had undergone peer review, Federal, State, County, non- profit research institutions and other scientific collaborating sources where appropriate. The Consultant firm shall be efficient while conducting field visits and site assessments by utilizing GIS data to the maximum extent possible as applicable.
- f) Develop the required studies, projects and monitoring in accordance with the approved schedule. All documents shall anticipate a complete project ready for meeting environmental NPDES mandates.
- g) The Consultant firm shall anticipate logistics and costs for monitoring equipment, laboratory testing, equipment maintenance while conducting air and water quality sampling and monitoring.
- h) There shall be no press releases, nor public outreach contact without the prior approval of the County.
- i) As requested by the County, assist the County in interpreting Federal and State regulations relating to the NPDES MS4 permit conditions, and related projects and studies. Attend regulatory meetings with Federal and State agencies as determined by County staff.
- j) The Multi-Disciplined Engineering firm shall be well versed with the latest green building technologies, in accordance with the LEED (Leadership in Energy and Environmental Design) guidelines, as they relate to air and water quality, site design, including green roof design, building operations and maintenance and interior design.

## 2. Watershed Assessments

- a) The Offeror shall complete watershed assessments jurisdiction-wide and update as necessary. Watershed assessments conducted during previous permit cycles may be used to comply with this requirement, provided the assessments include all of the items listed in (NPDES Permit) PART IV.E.1.b. Assessments shall be performed at an appropriate watershed scale (e.g., Maryland's hierarchical eight or twelve-digit sub-basins) and be based on MDE's TMDL analysis or an equivalent and comparable County/City/Agency water quality analysis.
- b) Watershed assessments by the Offeror shall:
  - i. Determine current water quality conditions;
  - ii. Include the results of a visual watershed inspection;
  - iii. Identify and rank water quality problems and source identification;
  - iv. Prioritize all structural and nonstructural water quality improvement projects.

### 3. Technical Specification – Water Quality

The water quality monitoring program consists of characterizing the physical, chemical and biological conditions within County designated watersheds that address the “assessment of controls” condition 1 (PART III.F), latest version of the NPDES Municipal Separate Storm Sewer System (MS4) discharge permit.

NOTE: To ensure continuous uninterrupted sampling, the consultant firm will be responsible for the installation, operation and maintenance of the required water quality sampling equipment. County requires a minimum of four (4) in-stream automated sampling stations to be operated in a given sampling year.

#### 3. Chemical Monitoring:

- a) Twelve storm events shall be monitored per year at each monitoring location with at least 3 occurring per quarter. Quarters shall be based on calendar years. If extended dry weather periods occur, base flow samples shall be taken at least once a month if flow is observed.
- b) Discrete samples shall be taken for stormwater flow at both the outfall and the one in-stream monitoring station using automated or manual sampling methods. Measurements of pH and water temperature shall be taken.
- c) At least three samples determined to be representative of each storm event shall be submitted to a laboratory for analysis according to the methods listed at 40 CFR Part 136 and event mean concentrations (EMCs) shall be developed for:
  - i. Total Suspended Solids (TSS)
  - ii. 5-Day Biological Oxygen Demand (BOD<sub>5</sub>)
  - iii. Total Phosphorus (TP)
  - iv. Fecal Coliform (FC) E.coli
  - v. Total Kjeldahl Nitrogen (TKN)
  - vi. Total Petroleum Hydrocarbons (TPH)
  - vii. Total Phenols
  - viii. Nitrate+Nitrite (NO<sub>3</sub>/NO<sub>2</sub>)
  - ix. Total Copper (Cu)
  - x. Total Lead (Pb)
  - xi. Total Zinc (Zn)
  - xii. Oil and Grease (optional)
  - xiii. Water Hardness
  - xiv. E. Coli or enterococcus
  - xv. Polychlorinated Biphenyl (PCBs)
  - xvi. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
- d) Stormwater flow and baseflow measurements shall be recorded at

the outfall and in-stream stations for the above parameters

- e) Continuous flow measurements shall be recorded at the in-stream monitoring station or other practical locations based on an approved study design. Data collection shall be used to estimate annual and seasonal pollutant loads and for the calibration of watershed assessment models.

4. Biological Monitoring:

- a. Benthic macroinvertebrate samples shall be gathered each Spring between the outfall and in-stream stations, or other practical locations based on an MDE approved study design; and
- b. The County/City/Agency shall use the Maryland Biological Stream Survey (MBSS) protocols.

5. Physical Stream Assessment:

A geomorphic stream assessment shall be conducted between the outfall and the in-stream monitoring locations or at a reasonable area on the basis of an approved study design. This assessment shall include an annual comparison of permanently monumented stream channel cross sections and the stream profile.

- a) A stream habitat assessment shall be conducted using techniques found in EPA's Rapid Bioassessment Protocol for Use in Streams and Rivers or other similar method.
- b) A hydrologic and/or hydraulic model shall be used (e.g., TR-55, TR-20, HEC- 2, HSPF, SWMM, HEC-RAS and HEC-HMS) to analyze the effects of rainfall, discharge rates, stage, and, if necessary, continuous flow on channel geometry.

6. Annual Data Submittal:

- a) EMCs submitted on MDE's long-term Database format.
- b) Chemical, Biological, and physical monitoring results and combined analysis for the County's selected watershed or other approved monitoring locations.
- c) Any available analysis of surrogate relationships with the above monitoring parameters; and
- d) Any requests and accompanying justification for proposed modifications to the monitoring program.

7. Technical Specification – Air Quality

- a) All stations must be equipped with analyzers that display sample flow, temperature, concentration, range selection, error messaging
- b) All analyzers must function in typical range of weather conditions for Prince George's County without any defect between freezing and hot conditions and in high ambient dust levels
- c) Communication components must include WIFI capabilities or other comparable features
- d) Data shall be collected and validated according to US EPA standards

- e) A standard operating procedure shall be provided to the County. The SOP shall contain: operating procedures for analyzers and sensors, calibration procedures, calibration schedule, maintenance procedures, maintenance schedule, data validation procedures, quality assurance procedures, sample air quality report
- f) Air quality data shall be submitted on a quarterly basis in the form of an air quality report.

## 8. Flood Warning System Equipment and Maintenance Services

Under this RFP, the County may request contractor services for equipment maintenance of the County's Flood Warning System. Equipment includes but is not limited to: stage and precipitation gauges, cameras, communications devices and systems and computer hardware and software.

The responsible and responsive Contractor shall maintain components of the County's Automated Flood Warning System (AFWS) which include, but are not limited to: all County owned precipitation and stage; video monitoring cameras at high hazard dams; telecommunications systems supporting hydrologic and hydraulic data collection, processing, dissemination and management; computer hardware and software for gauge data collection, processing, viewing, dissemination and management; and equipment supporting dissemination of notification and alert messages. This maintenance is to be performed in accordance with the scope of work requirements and responsibilities, relative tasks, standards, and contractor's performance as described in this Section **Scope of Work Requirements**. The Contractor shall provide full-service maintenance for the contract period.

### A. Scope of Work Requirements

The Contractor shall maintain all County-owned precipitation, gauge and combination precipitation/gauge monitored sites and camera equipment for the County flood warning system as well as the telecommunications and computer hardware and software components of the AFWS. It is anticipated that the contract will cover approximately 40 monitoring sites. Video monitoring equipment at six (6) high hazard dam sites will require maintenance as described in this scope of work. The Contractor shall also maintain the base station which is located at a County facility and provide necessary IT support to ensure seamless transfer of gauge data to County's base station and cloud server where staff will retrieve and monitor data.

The Contractor shall provide full-service maintenance. Routine and non-routine maintenance services shall be required. The Contractor shall respond to the site of any malfunctioning data collection or transmission component and complete all necessary repairs within specified timeframes to be established by County. The Contractor shall make repairs as necessary and may use the spare parts that the County has in stock. Once a spare part is drawn from the County's stock, by



either the County or the Contractor, the Contractor shall replace the such item(s) with either repaired or new item(s) within specified timeframe to be established by County subject to funding availability. The cost of such item(s) would be paid by the County.

**a) Maintenance of the Network**

The Contractor shall provide all necessary routine maintenance to minimize disruption and/or unnecessary wear and tear of equipment. During routine maintenance, the contractor must notify the County of any equipment damage and/or failures discovered. Contractor must make immediate repairs with available spare parts from the County's inventory. When spare parts are not readily available for repairs, the Contractor must immediately establish a specific timeframe for making repairs, to be approved by the County. A general description of the required routine maintenance is provided below:

- i. Precipitation, stage gauges and video monitoring cameras must be maintained twice annually. Typically, such maintenance would occur during the spring and fall.
- ii. For semi-annual maintenance of precipitation gauges, the Contractor would be expected to: clean tipping bucket funnel, check batteries, clean sensors, check photovoltaic panels and perform other visual checks and general cleaning.
- iii. For semi-annual maintenance of stage (water level) gauges, the Contractor would be expected to: clean pressure-type sensor, check batteries, check transmitters, clean photovoltaic panels and perform other visual checks and general cleaning.
- iv. For video monitoring cameras, the Contractor would be expected to perform all necessary services to ensure continuous and proper operation of such cameras.

**b) Maintenance of Power Source**

Batteries shall be inspected and maintained a minimum of **twice annually**. If batteries require replacement between visits, contractor will be required to make non-routine visit. The Contractor is required to charge spare batteries every six months, at a minimum, to maintain battery life expectancy. Gel cell batteries shall be discharged and fully recharged prior to field installation.

The Contractor shall provide full-service maintenance during the contracted period, make repairs as necessary and may use spare parts that the County has in stock. The Contractor shall

replace the item(s) missing from stock with either repaired or new items as agreed upon by the County and the Contractor.

The Contractor shall provide service orders describing the nature of problems and the repairs made within 5 working days following receipt of County service request.

**c) Non-Routine Maintenance**

In the event of an emergency, the County requires that the Contractor be available to provide Non-Routine Services to include the following:

- i. Response to urgent request within 24-hour of any malfunctioning data collection or transmission component.
- ii. Emergency On-Site Inspections 1 business day
- iii. Emergency On-Site Repairs within 2 business days

**d) After Maintenance Service Report**

Prepare and submit a maintenance service report for review and approval by the County's Project Manager no later than 30 calendar days after the completion of service.

**3.3.3 CONSTRUCTION ADMINISTRATION, MANAGEMENT AND INSPECTION SERVICES AND OTHER REQUIRED MAINTENANCE SERVICES:**

The County may require Multi-Disciplined Engineering firms to provide assistance during the construction phase of the project. Required services to be provided are inclusive of those associated with a comprehensive construction management and administration to ensure the project implementation is performed in accordance with the approved design drawing and specifications. These services may include, but not limited to; submittal review/approval, material testing, full time inspection, soil analysis, foundation/sub-grade approval, soil compaction testing, asphalt pavement testing/inspection, concrete testing, structural concrete/steel inspection, claims evaluation, measurement of quantities of work items, etc. and as may be associated with the types of Projects constructed under this RFP.

The intent of such a comprehensive construction management, inspections, and construction administration services would result in the Multi-Disciplined Engineering Firm certifying to the County, with PE Seal and Statement, that construction was performed and met or exceeded project design and specification requirements.

**1. CONSTRUCTION PHASE:**

This phase shall commence with the award of the Construction Contract and issuance of the Notice to Proceed (NTP) for the general

construction work of the project, during which period the consultant firm shall:

**A. Construction Administration and Management:**

The firm shall provide General Administration of the Construction Contract

Management and shall consult and advise the County Representative. The firm shall act as a liaison between the County and the Contractor to ensure compliance with the Final Construction Documents. The firm will monitor budget, schedule, technical quality, and safety compliance. All instructions to the firm shall be issued by the County Project Manager, or his/her designated representatives.

- a) The firm shall coordinate, prepare and attend pre-construction meeting.
- b) The firm shall attend progress meetings, as identified in the Task Order Assignment, with the County representatives, Contractor, and other Stakeholder at the project site. Meeting minutes shall be prepared following each progress meeting.
- c) The firm's Representative will visit the construction site and provide periodic inspection services in conjunction with each progress meeting. The firm shall notify the County immediately, upon discovery of any changing field conditions as well as unforeseen circumstances.
- d) The firm shall be responsible for review and approval of the Contractor's submittals, shop drawings, and material submittals in accordance with the approved plans and specifications with the concurrence of the County.
- e) The firm will monitor budget, schedule, and technical quality, safety compliance to promote project constructability and advise the County on project controls to minimize change orders and avoid delays.
- f) The firm shall review and respond to Contractor's request for information (RFI), interpretations, and/or clarifications regarding Construction Documents. All RFIs shall be logged and tracked to ensure timely responses and minimize delays.
- g) The firm will review and advise the County for acceptance of any "Time Extension" request submittals by the Contractor.
- h) The firm will review, evaluate, and advise the County for acceptance of any Claims submitted by the Contractor.
- i) The firm will review and advise the County for acceptance of any Change Order request submitted by the Contractor.
- j) The firm shall prepare and maintain a list of item deficiencies requiring correction by the contractor (punch list) for County's Approval.
- k) The firm, Inspector, and a representative from the County shall conduct a Substantial Completion Inspection and the firm shall prepare a punch list inclusive of all items

necessary to be completed prior to final inspection for County's approval.

- l) The firm, inspector, and a representative from the County shall conduct a final walk-through inspection and prepare final Report.
- m) The firm shall provide services for preparation of record or as-built drawings, field inspections and measurements necessary to complete required engineer as-built certifications.

**B. Construction Inspection Services:**

The firm shall act as the County's on-site representative, monitor construction activities to ensure compliance with Final Construction Documents and specifications and promote safety in the workplace. Firm shall consult with the County as the construction work progresses. All instructions to the firm shall be issued by the County Project Manager, or his/her designated representatives.

- a) The firm shall conduct detailed quality control assurances—including the coordination of sampling and testing—proportionate to the level of work in progress.
- b) The firm shall provide efficient and accurate Daily Reports and maintain photographic records of construction progress.
- c) The firm shall inspect the construction and installation of all facets of the work described in the contract documents including:
  - i. Attend pre-construction meeting.
  - ii. Perform required inspections and tests to ensure compliance with Final Construction Documents.
  - iii. Coordinate with the Contractor, utility companies, County and State permitting agencies on day-to-day construction activities as required.
  - iv. Coordinate with and accompany applicable agencies' site inspections.
  - v. Reject any piece of equipment, staging, formwork or other appliance considered unacceptable or unsafe.
  - vi. Maintain daily photographic record and videotape of construction activities and progress.
  - vii. Prepare and provide Daily Construction Reports to the County. Reports shall include documentation of all aspects of construction including but not limited to the following:
    - Weather conditions
    - Names of contractor, subcontractors, foreman, along with hours worked
    - Listing of all equipment used including hours worked
    - Location of work
    - Instructions received from Engineer, direction given to contractor, RFIs received from

- contractor
  - Unusual, unsafe, or unsatisfactory work or conditions
  - Visitors to the job site
  - Restoration of the project site and all affected facilities
  - Pavement construction/reconstruction, contractor installed traffic control devices, and compliance with traffic maintenance plans
  - On site field tests, locations and results of testing performed on site
  - Damages to property
  - Incidents of changed conditions that may affect the work
  - Actual and potential claims, changes in the work, delays or other factors that may result in modifications to the work and/or contract
  - Calculations and sketches used in determining payment quantities or other conditions of work, including the correct project name, date, and the preparer's signature
- viii. Measure required quantities of work components daily to verify amount due on application for payment and shall advise the County for acceptance.
  - ix. Issue correction order whenever needed to prevent improper execution of work and/or to prevent improper construction as otherwise required by the contract documents with concurrence of the County.
  - x. Witness and record the results of all performance and materials tests, if performed by others.
  - xi. Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the County's for approval.
  - xii. Conduct Substantial Completion Inspection and develop punch lists for final acceptance of work for the County's approval.

In addition to the requirements identified above, the requirements established within *Prince George's County Specifications for Consultant Services, January 2021*, Attachment #18 shall be used as applicable.

### **3.4 TASKS ASSIGNMENTS**

Tasks to be performed under these contracts shall include, but not be limited to, the work descriptions provided for in Section III, Paragraphs 3.1, 3.2 and 3.3 above. Individual Task Order Assignments directed under the proposed agreement will have a maximum up to \$750,000 fee ceiling.

The County may request task proposals from either individual or multiple firms for specific

tasks. Prior to the assignment of any Task Order to a consultant, the County shall first meet with the consultant and review the technical and performance requirements for the scope of work. Multi- Discipline Engineering Firms selected under this RFP will be required to provide professional services for all the services described above and herein.

Projects shall be initiated by requesting consultants to attend a Project Scoping Meeting and request for proposal to provide services based on the scope of services to be procured and to accomplish task order/project objectives. The Task Proposal shall include a cost breakdown based on a fixed fee for basic and/or special services as applicable. The Task Proposal shall include a schedule identifying completion dates of requested tasks, format to be determined during development of Task Proposal and as required by specific task order/project objectives. The County shall review the proposal, accept it, or negotiate with the consultant firm. Upon joint agreement of a “Hourly not to Exceed Fee”, or as indicated by the County Project Manager, scope of services and schedule for the task, the appropriate Project Manager will issue a Notice to Proceed and/or purchase order confirming the task and applicable consultant firm fee under the firm’s contract agreement.

The basis of Task assignment for participating firms shall be as follows: Task assignment shall be determined solely by County. Task assignments shall be based on the any of following factors:

1. Specific task order/project objectives and scope of work,
2. Consultant firm’s experience with specific task order/project objectives and scope of work,
3. Consultant firm’s site familiarity and/or previous work performed in area/site, and
4. Rotation of assignments among the firms receiving awards under the proposed RFP. Additional factors that may affect work assignment determination are:
  - a) The consultant firm is unable to perform the assignment,
  - b) The hours or fee proposed by the firm for the services needed cannot successfully be negotiated to an amount the County considers fair and reasonable,
  - c) another consultant firm has special experience or qualifications, including geographic proximity to the site for which services are needed, that make it in the County’s best interest to award the assignment to the other firm,
  - d) failure of consultant firm on previous task orders to provide and complete tasks in accordance with approved schedule, or
  - e) assignment to another firm would tend to balance usage greater extent, among firms on the RFP award list being used.

The County intends to make multiple contract awards for the performance of required services through this RFP.

### **3.5 COUNTY RESPONSIBILITIES**

The administration and management of the contract will be under the auspices of the Director of the Department of the Environment, who may designate a representative to

serve as the Stormwater Programs Administrator and have the responsibility for the activities performed by the Contractor. The duties of the Stormwater Programs Administrator may include but not be limited to the following:

- a) Ensuring prompt approval and payment of invoices as required by law.
- b) The County shall

### **3.6 SPECIAL PROVISIONS**

#### **A. General**

The Consultant shall coordinate assigned activities and projects with federal, state, and local authorities having jurisdiction on the Project and affected organizations, property-owners and individuals.

1. The Consultant shall be responsible for knowing all federal, state and local agencies from which approvals/permits will be required for implementation of assigned projects. The Consultant shall be responsible for knowing the regulations and procedures for obtaining all permits and approvals by each reviewing authority. Extra compensation shall not be considered for the Consultant's inability to adequately interpret the scope of service for assigned projects.
2. Regular progress meetings shall be conducted at the County's or consultant's office to discuss the design status of the projects and to resolve any problems impacting the timely completion of each assignment. Frequency of progress meetings shall be determined by the Project Manager.
3. The Consultant agrees to complete the work specified in individual task orders and supporting documents within the agreed upon timeline and acknowledges that the ceiling price for each assignment shall not change for any reason other than a change in the Scope of Work. Any work considered to be "extra" by the Consultant shall be addressed in writing with appropriate justification and proposed fee for approval by the County prior to doing "extra" tasks. Any request for extra compensation must be transmitted to the County within thirty (30) days from the time such "extra work" is identified by the Consultant.
4. The Consultant shall provide the County with a monthly status report (format shall be defined by individual task orders).
5. The Consultant shall provide a quarterly summary of the status of all assigned task orders.
6. The Consultant shall provide a Gantt Chart and task sheet schedule and summary for execution of each project to include:

- a. Clear identification of all individual and phased activities with proposed duration, start and finish dates, float, and the critical path identified. All review periods and permit activities shall also be shown.
  - b. Proposed resources usage by discipline, type, and task.
  - c. Proposed cost broken down by task and expressed as a summation in the proposal narrative.
7. The Consultant shall immediately, before awarded an individual task order and during Task Order Proposal development, prepare and submit for the Project Manager's approval, a practicable progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents and shall provide for expenditures and practicable execution of the work by task. This schedule shall be in the form of a Microsoft Project (MS Project) compatible task sheet and Gantt chart progress chart of suitable scale to indicate appropriately the completion of milestones and designated submittals scheduled for completion at any time. The consultant shall enter on the chart the actual progress on a monthly basis and concur with the monthly Progress Payment Request and shall submit MS Project files to the Project Manager with the Progress Payment Request. If the consultant fails to submit the progress schedules within the time prescribed, the Project Manager may withhold approval of the Progress Payment Requests until such time as the consultant submits the required progress schedule.
8. The services provided for in the Contract shall be commenced upon the date of written notice to proceed and shall be completed in accordance with an approved schedule. All extensions of time beyond the deadlines established must be requested of the County's Project Manager in writing by the consultant within seven (7) days of occurrence of the reason for extension. The request should contain the actual additional time needed and a complete justification of the time extensions.
9. The Consultant agrees that the funding for the individual task orders may be available in incremental stages and portions of the Scope of Work may be awarded independently. The amounts and dates will be determined at a later date and all funds are subject to availability by the County.
10. The consultant shall be responsible for the professional quality and technical accuracy of the services provided.
11. Neither the County's review, approval or acceptance of, nor payment for, any of the services required under this RFP or the Contract shall be construed to operate as a waiver of any rights under this RFP or the Contract, or of any cause of action arising out of the performance of this RFP or the Contract, and the consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the consultant's wrongful or



negligent performance of any of the services furnished under RFP.

12. The rights and remedies of the County provided for under this RFP are in addition to any rights and remedies provided by law.
13. A member of the consulting firm shall be designated as Project Manager. The Project Manager shall be fully cognizant of the requirements of the tasks directed under this RFP and the Contract.
14. For the purpose of payments to the consultant during the progress of the work, it is agreed that monthly payments shall not exceed the percentage of work completed as demonstrated by the Progress Schedule submitted electronically with quantities of work matching invoices from the same period.
15. Monthly invoices shall be submitted as required in Section 3.9 "Invoicing".
16. In cases of unsatisfactory performance and/or failure to maintain project completion dates in accordance with the approved schedule, the Consultant shall be notified of such in writing by the County. A copy of such correspondence shall be available to all County agencies and Departments.
17. The consultant shall be notified by the County when performance on assignments is delinquent. Failure to adequately correct deficiencies will jeopardize the continued utilization of the firm's services on the project and/or future task orders and may result in termination of the Contract with the County.
18. A Change Orders will only be issued when the County determines that modification due to a change in scope or as provided by the contract is warranted. The County may reduce, modify or withdraw this Task Order assignment without obligation beyond compensation for authorized services provided prior to notification. If the consultant believes that they cannot comply with either the cost or the time required of this Task Order, they must inform the County Project Manager
19. Upon Contract expiration, no new task orders may be assigned to the consultant. However, assignments already in progress shall be completed and existing task orders may be extended as necessary where extra work is identified approved by the County and required to complete the project.

#### **B. Execution of Work**

The Associate Director of the Stormwater Management Division or his/her duly authorized Project Manager representative shall be responsible for:

1. Issuing all task orders to be performed by the Consultant. The Consultant

will not perform any work under this Contract without a task order. The task orders shall include a specific scope of services, performance schedule and a cost estimate for the task and subtasks in MS Project format.

2. Limiting Task Order Assignments to a ceiling amount that shall not exceed \$750,000.00; however, Consultants are restricted to the amount indicated in each specific task order and shall not exceed that amount without prior authorization.
3. Maintaining central files of all correspondence, memoranda, task orders, fund encumbrances and payments. Project files shall be cataloged within the MS Project Server Project Site platform.
4. Timely review consultant's invoices and processing these to Finance for payment.
5. Closing out individual task orders, in a timely manner, when each task is completed or the Contract expires, the Contract is terminated and/or total funds allocated for the Contract are expended.
6. Evaluating the Consultant's overall design and administrative performance. This may include obtaining opinions from other individuals or organizations.
7. Initiating and administering the selection process for obtaining new contracts to replace contracts that are nearing expiration or approaching the Contract cost ceiling.
8. Transition of services between Consultants shall follow the procedures stated in Section 3.10

**C. Restrictions and Requirements**

The task orders may or may not contain an authorization to proceed with the work in the task order. If they do not, the consultant shall not perform work associated with the task order until the Administrator or Project Manager issues a Notice to Proceed. The Notice to Proceed may contain additional or clarifying information to that contained in the task order. It shall also limit the amount of task order funding which the consultant shall expend against the specific task order and other directions needed to ensure proper administration of the task.

**D. Consultant Compensation for Professional Services**

**1. Professional Services**

The Consultant shall be compensated using a method that utilizes a Contract Rate for pre-defined employee classifications and an approved Administrative and Overhead rate plus ten percent (10%) profit.

The County has on occasion used consultant personnel to augment County staff. In these situations, a modified compensation method will

be used. Typically, consultant personnel that are designated as “Staff Augmentation” shall meet the following criteria:

- Assigned to work at a County Facility
- Under the direction of County Staff
- Assigned multiple tasks/projects
- Anticipate assignment of 12 months or longer

The Consultant shall prepare and submit for review proposed Administrative and Overhead rates for use on this Contract. The County reserves the right to assign relevant Staff Classification under a Staff Augmentation Task based on anticipated assignments and responsibilities.

These rates shall be prepared in accordance with the Federal Acquisition Regulations (FAR) subsection 9900 and Part 31. The County shall accept a recent (within the last twelve (12) months) audited overhead statement and acceptance by the Maryland State Highway Administration as documentation of the Consultant's Administrative and Overhead rate. Administrative and Overhead charges that may be accepted by the County are limited to one hundred thirty percent (130%). Administrative and Overhead charges shall be limited to One Hundred percent (100%), when Consultant personnel are designated Staff Augmentation. If the Consultant is unable to provide an audited overhead rate as described above, Administrative and Overhead rates will be limited to one hundred percent (100%), and seventy five percent (75%) when assigned as Staff Augmentation. These Administrative and Overhead rate requirements and restrictions apply to both Prime Consultants and Sub-Consultants.

#### Administrative and Overhead Rate Limits

	<b>With Audit</b>	<b>Without Audit</b>
Consultant Staff	130%	100%
Augmentation Staff	100%	75%

The Administrative and Overhead rate used to compute the Contract Rate will be based on the verifiable submitted rates for the Prime Consultant and the Sub-Consultants.

The Contract provides a description of the minimum qualifications and experience for staff anticipated for use under this Contract, see **Section 3.2.2**. The County makes no claim that any or all of classifications listed in Section 3.2.2 shall be used under this Contract. The County may expand or reduce this list to meet the needs of specific tasks.

The Consultant shall provide a listing of employees for the Prime Consultant and Sub- Consultants by classification identified in Section 3.2 and their current hourly rate of pay. This employee listing should be representative of those employees that are reasonably expected to be available to work on this Contract in both experience and compensation. The current pay of the listed employees is to be substantiated with certified payrolls that are applicable for the date the proposal is submitted. Based on this information, the Consultant is requested to provide a single hourly rate per employee classification, hereafter referred to as the Classification Rate to be used on this Contract.

Any employee providing service under this Contract, this includes the Prime Contractor or any Subcontractor, shall be paid, at a minimum, the current "Livable Wage" as determined by Prince George's County. The current Livable Wage is Fifteen Dollars and Zero Cents (\$15.00) per hour for July 1, 2021 thru June 30, 2022 time frame.

It is anticipated that staff under some classifications shall be provided entirely by the Prime Consultant and sometimes provided completely by the Sub-Consultant. In other situations, where both the Prime Consultant and a Sub-Consultant will be providing staff under the same classification, separate rates for the Prime Consultant and the Sub-Consultant are to be developed. Classification rates that are based on Sub-Consultant staff should be noted accordingly.

Employees that are qualified and expected to provide services under different situations may be listed under multiple classifications.

The County reserves the right to request additional information, negotiate, or reject any Classification Rate we interpret to be excessive or misrepresentative. Refer to the Classification Rate Worksheet and Contract Rate Worksheet (Attachment #16).

The Consultant does not need to provide rates for all classifications listed since the list provided is inclusive of staff for both Engineering and Environmental and Construction Management Services.

If additional rates are required or requested at a future date, a process similar to the one outlined in this Request for Proposal shall be used to develop those rates.

The list of employee classifications included with this Request for Proposals is intended to apply to the majority of service needs. In the event that a special need or staffing is required, the County and Consultant by mutual agreement can develop a separate and unique classification rate for this special need or staffing. The opportunity or flexibility to modify the list of classifications and the associated rates is not to be used to circumvent the intent or compensation restrictions of this Contract.

Contract rates for straight and overtime shall be established. Overtime rates are applicable for any hours in excess of eight (8) hours in a calendar day or forty (40) hours in a week (Sunday 12:01 AM through Saturday 12:00 Midnight) on Prince George's County Government work. The Consultant shall only be paid for hours worked. The County shall not be billed for leave taken by the Consultant staff.

This includes, but is not limited to, holidays, vacations, disability leave or any other period of non-work. It is understood that Consultant costs for employees leave, as a benefit, are already included in the approved overhead rates. All overtime as well as weekend and holiday hours that are worked must be approved in advance.

The Contract Rate for straight time shall be calculated for each classification using the Classification Rate identified above, **times the appropriate Administrative and Overhead rate plus a profit of ten percent (10%). An Overtime Contract Rate for each classification shall be computed as one and one half (1½) times the Contract Rate. A Contract Rate Worksheet is included with this Request for Proposals and shall be submitted by the Consultant as part of the Fee Proposal.** The use of any Overtime for a project must be pre-approved by the County.

The Contract Rates for both straight time and overtime are based on the Classification Rates and are independent of individual employee compensation. The compensation for consultant staff that is designated as "Staff Augmentation" shall be the actual hourly compensation for the individual plus the designated Administrative and Overhead rate plus 10% profit. Both the Contract Rate and Staff Augmentation rate shall be full compensation to the Consultant for all costs associated with performance of work by the relevant classification of employee and shall include all salaries, wages, benefits, leave, administrative overhead costs and associated costs for small tools, cell phones, cameras, safety equipment, inspection tools, materials testing equipment, supplies and other resources required or costs incurred to perform the task assigned.

The County reserves the right to limit the number of work hours during periods of reduced or non-work periods. Reduced or non-work periods would typically be caused by inclement weather, temporary Contractor shut down, natural disaster or other events or situations that would prevent the performance of productive work.

Under these conditions, the County shall compensate the Consultant for a minimum of four (4) hours show up time. To qualify, a Consultant employee must have a dedicated assignment (i.e., site inspector on a specific project) and report for and be prepared to work that day.

Situations arise when County offices are closed due to holidays, weather or other emergencies. The Consultant firm shall not be compensated for any hours on days that the County offices are closed and personnel designated as Staff Augmentation are unable to report to work. These employees are also not eligible for the four (4) hour minimum show up time. It is the Consultant's responsibility to make arrangement for alternate duties or leave for these employees, when County offices are closed.

During periods of extended shutdown, the County may, with one (1) week notice to the Consultant, request removal of Consultant staff until these services are needed. The County is not responsible for any Consultant cost associated with removed or under-utilized staff.

Consultant staff hours that are billed based on work performed on County projects sites or facilities is required to complete and obtain approval by the County Project Manager, a Prince George's County Consultant time sheet. Refer to Prince George's County Specifications for Consulting Engineer Services. This approved time sheet shall be required to obtain payment. This would include all Consultant staff working at County facilities, all site inspectors and any testing agency that performs work on County projects and bills based on hours worked. This does not include site visits or meetings for Consultant staff based at Consultant offices.

The County shall not pay for travel time to the job site for inspection, testing services or sample collection. There is no minimum number of billable work hours for non-dedicated or temporary services, such as materials testing or utility location.

## **2. Sub-Consultants**

It is the intent of this Contract to compensate the Consultant for services provided at the Contract Rate established. Separate Contract rates shall be developed for Prime Consultants and Sub-Consultants. Work performed by the Sub-Consultant shall be performed at the Contract rate for the Sub-Consultant. The Prime Consultant shall be allowed a ten percent (10%) markup on Sub-Consultant efforts as full compensation for administrative and supervision of the Sub-Consultants' performance, **not including Direct Expenses**. The Sub-Consultant shall comply with the same Contract terms concerning overhead rates, payroll burden and profit that apply to the Prime Consultants.

The Prime Consultant shall provide to Prince George's County prior to award of a Contract, a copy of the executed agreement between the Prime and all Sub-Consultants to provide service under this Contract. The Prime Consultant shall prepare an annual report identifying work (both by task and value) performed by Sub-Consultant. This report should delineate Certified County-Based Business and Minority

Business Enterprise participation and demonstrate the prime consultant's performance in fulfilling contract Certified County-based Business and Minority Business Enterprise requirements and commitments.

While prepared annually, the report is intended to include all work performed under this Contract to date. This annual report is in addition to the monthly Supplier Participation Utilization Requirement.

Sub-Consultants are required to comply with the same requirements as the Prime Consultants under this Contract. This includes, but is not limited to technical and performance standards, insurance coverage and any other Contract requirements.

### **3. Direct Expenses**

It is the intent of this Contract that normal and traditional direct expenses associated with the execution of the work be included in the Contract Rate. If a cost associated with an activity is required to perform the base duties of the task, or is incidental to the work being performed, or is a standard business practice, then the cost is interpreted to be included in the developed Contract Rate provided with this Request for Proposals. If the cost is variable and/or unique and unanticipated, then the County shall reimburse the expense as a direct expense.

Examples of costs the County shall reimburse for as Direct Expenses are:

- a. Job site mileage for engineering and environmental disciplines inspections, from principal work place to site and back
- b. Mileage to attend Project meetings from principal work place to meeting and back. Mileage shall be reimbursed at the Standard Mileage Rate for Business established by the Internal Revenue Service and in effect on the date the travel occurs
- c. Printing costs for plans and specifications for distribution or advertisement.
- d. Purchases made on behalf of the County
- e. Rental costs for special tools and equipment, when approved in advance by the County Project Manager
- f. Normal and reasonable expenses associated with out of town travel on the County's behalf (example, plant inspection out of state), when approved in advance by the County Project Manager
- g. The County shall provide reimbursement for a maximum of forty (40) miles a day for commute mileage for construction inspectors or other staff assigned to field offices

Examples of costs the County **SHALL NOT** reimburse for as

a Direct Expense. When required for the Project, the Consultant is expected to provide these items as part of the Contract Rate or price submitted.

- a. Cell phones, computer laptops or tablets, pagers, cameras, film, film development and printing, any supplies or disposables
- b. Rental charges for required safety equipment, materials or geotechnical testing equipment or field survey equipment
- c. Concrete cylinder molds
- d. Copies or prints of documents, or plans for project phase submittals, routine review and editing
- e. Postage or express mail services, when used or performed the normal transaction of business
- f. Sample collections of materials or cores, etc., shall be included as overhead with the appropriate work disciplines
- g. Meals

#### **4. Supplemental Engineering Services**

The Consultant shall provide prices for the following tasks as part of the Fee Proposal component of the response to this RFP. Prices provided are intended to be full compensation for the task identified. The Consultant shall refer to the Specifications for Consulting Engineer's Services (Attachments, #17, #18, #19, #20) for additional information and/or clarification of effort and performance standards for these tasks.

- a. **Subsurface Investigation  
Test Hole Inspection - Utility Locating  
Services**

The Consultant shall be compensated for Test Hole Inspection services as follows:

- (1) Mobilization: for Test Holes

A lump sum item to include all costs for advance field coordination, Miss Utility, travel time, disposal of excavated material and all engineering, planning and administrative effort. Mobilization shall be paid once per assignment unless it can be shown that multiple and separate investigations are warranted. Investigations that span multiple days within the same period and same job site are considered one (1) assignment.

- (2) Test Hole Zero to Six Feet (0' - 6') in Depth

Per foot cost for the vacuum excavation of a test



pit to field locate a buried utility, structure or potential obstruction to planned excavation or construction. This cost includes removal, with minimal impact, the existing surface (asphalt, concrete, grass or vegetation), vacuum extraction of subsurface material, protection of existing amenities, replacement and compaction of excavated material, restoration of existing surface. If removed material is unsuitable, this includes replacement with suitable material.

(3) Test Hole, Greater than Six Feet (6') in Depth

Per foot cost for the vacuum excavation of a test pit to field locate a buried utility, structure or potential obstruction to planned excavation or construction. This costs includes the vacuum extraction of subsurface material, protection of existing amenities, replacement and compaction of excavated material for efforts below the depth of six feet (6'). Costs for the first six feet (6') are included in the above item.

(4) Test Hole Report-Utility Locations

A lump sum item to include all cost for the identification, classification and documentation of the buried item, physically locating both vertically and with a minimum of two (2) horizontal references and preparation of written report.

The Test Hole Report-Utility locating, fee shall be paid once per assignment unless it can be shown that multiple and separate reports are warranted.

(5) Maintenance of Traffic for Test Holes

This item, per day fee, is included in the event that test hole operations require the closure of a traffic lane or shoulder. This price is based on a single lane/shoulder closure in conformance with standard single lane/shoulder closure practices. This item shall not be used if Maintenance of Traffic is provided by others or if alternate traffic control is required.

**b. Subsurface Investigation Geotechnical Investigations**

The following classifications of geotechnical investigations shall be used under this contract:

Shallow - Geotechnical investigations up to 4 feet deep. These are typically for evaluations of existing pavements or materials classifications when minimal grading is expected.

Normal - Geotechnical investigations up to 12 feet deep. Typically used for new roadways, small structures without piles, storm water management facilities or deep planned excavations.

Deep - Geotechnical investigations that are typically greater than 12 feet deep. Typically used when deep foundations are anticipated or other geotechnical investigations.

All geotechnical investigations include the recovery of any pavement cores and visual classification of the sub-grade, sub-base and subsurface materials and identification of water tables or other sub surface conditions as is appropriate for the study being conducted.

- (1) Mobilization for Shallow Geotechnical Investigations
- (2) Mobilization for Normal or Deep Geotechnical Investigations  
A lump sum item to include all costs for advanced field coordination, Miss Utility, travel time, set up, disposal of material and all engineering, planning and administrative effort. Mobilization will be paid once per assignment unless it can be shown that multiple and separate investigations are warranted. Investigations that span multiple days within the same time period and same job site are considered one (1) assignment.
- (3) Geotechnical Investigations-Zero to Four feet (0'-4') in depth
- (4) Geotechnical Investigations-Four Feet to Twelve Feet (4'-12') in Depth
- (5) Geotechnical Investigations-Greater than Twelve feet in Depth  
These are a per foot cost for the depth of the boring. These costs are incremental and compounded (i.e., a 20 foot boring would be compensated at four (4) feet at the price and provided for (0' to 4') plus eight (8) feet at the price provided for (4' to 12') plus the balance,

eight (8) feet at the price provided for greater than 12”).

These costs include all equipment, labor and supplies necessary to perform the designated subsurface geotechnical investigation. This cost includes all efforts to backfill and restore the site including repair of any damaged pavement.

(6) **Geotechnical Report**

This item is a lump sum item to include all costs for the documentation and preparation of the results of the geotechnical subsurface investigation. This includes the effort to evaluate the results and review and approve the report. Excluded from this item are the cost for materials testing (i.e. soils classification, moisture testing, plastic limits, etc.) that are required to evaluate the materials. These materials testing costs shall be paid under the task pricing for material testing elsewhere in this proposal. The Geotechnical Report fee shall be paid once per assignment unless it can be demonstrated that multiple and separate reports are warranted.

**c. Video Pipe Inspection**

The Consultant shall be compensated for Video Pipe Inspection as follows:

(1) **Mobilization for Video Pipe Inspection:**

A lump sum item to include all costs for advance field coordination, travel time and all engineering, planning and administrative effort. Mobilization will be paid once per assignment unless it can be demonstrated that multiple and separate inspections are warranted. Inspections that span multiple days within the same time period and same job site are considered one (1) assignment.

(2) **Video Pipe Inspection**

Per Linear Foot inspection fee. This cost shall provide full compensation for all equipment, access, technicians and supplies to perform the inspection.

(3) **Video Pipe Inspection Report**

Lump sum fee for the video and written report detailing the findings of the inspection. The report fee will be paid once per assignment unless it can be demonstrated that multiple and separate reports are warranted.

**d. Laboratory Materials Testing Services**

The Consultant shall provide a per-sample-rate to perform the following routine lab based material testing services. The laboratory material test services rate shall include all equipment, labor, sample handling (including storage and disposal), interpretation of data, computations and report preparation and submittal. All tests shall be performed in accordance with specifically appropriate testing standards and procedures. The cost for sample collection including core samples shall be incidental to inspections or efforts.

- (1) Classification of Soils: This item shall include all tests and measurements required to fully classify a soil sample in accordance with ASTM or AASHTO classification procedures. This includes moisture content, gradation, plastic limits, organic content, unit weight or other required parameters.
- (2) Atterberg Limits: This item shall include all tests and measurements required to identify and define the "plastic" properties of a soil. This includes any drying, gradation, washes or other testing effort.
- (3) Sieve Analysis: This item shall include all tests and measurements required to perform a gradation and particle distribution analysis of a soil or aggregate sample. This includes sample drying, physical gradation, measurement and comparison with standard gradation specifications or classifications.
- (4) Permeability: This item shall include all tests and measurements required to determine the permeability of a soil or aggregate sample.
- (5) Moisture Density Relation (Proctor): This item shall include all drying, blending, molding, handling and measurement required to develop a moisture density relation curve under either the ASTM T -99 or T 180 procedures. These results shall include optimum moisture content and maximum unit weight.

- (6) Moisture Content: This item shall include the drying, weighing and computations necessary to compute a simple moisture content of a given material sample.
- (7) California Bearing Ratio (CBR): This item shall include all material handling, molding, testing, measurement and development of load/deformation relationships of soil or aggregate samples.
- (8) Compression Test of Concrete Cylinders: This item shall include the laboratory curing, stripping of molds, capping, testing and disposal of fabricated concrete cylinders at predetermined time frames. (3, 7, 28 day or as required).
- (9) Asphalt Core/Unit Density: This item shall include the measurement and computation of relative unit density (% compaction) of asphalt cores taken in Superpave pavements.
- (10) Asphalt: This item shall include the determination of asphalt content and aggregate sizing of a sample of bituminous paving.

- 1. – examples of minimum qualification may include: Years of Experience (Firm Experience vs Individual Experience for Project Manager with 10 years of experience)
- 2. Completed Projects of Similar Scope and Size
- 3. Licenses and Certifications
- 4. Required Solicitation Attachments and Forms

### **3.7 Insurance Requirements**

#### **3.7.1 General Insurance Requirements:**

- (1) The Contractor shall not start work under this Contract until the Contractor has obtained at his own expense all of the insurance required hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors for Prince George's County will be granted only after submission to the Procurement Officer of original, signed certificates of insurance or, alternately, at the County's request, certified copies of the required insurance policies.
- (2) The Contractor shall require all subcontractors to maintain during the term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability Insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

- (3) All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Prince George's County, Maryland."
- (4) No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or its surety if applicable, from any liability or obligation imposed upon either or both of them by the provision of the Contract.
- (5) Prince George's County, Maryland shall be named as an additional insured under the Commercial General and, if applicable, Umbrella or Excess Liability policy(ies), and the policy(ies) must be endorsed. Coverage afforded under this paragraph shall be primary.

The following definition of the term "County" applies to all policies issued under the Contract:

Prince George's County, Maryland and any affiliated or subsidiary Board, County, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, County, Committee, or Independent Agency is either a body politic created by Prince George's County, Maryland or one in which controlling interest is vested in Prince George's County, Maryland.

- (6) The Contractor shall indemnify and hold harmless the County, its officials, and employees, from any actual or alleged liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, error or negligence of the Contractor, part from the acts, errors or omissions of the Contractor, or any employee, agent or representative of the Contractor, in connection with or arising out of the performance of the Contract. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.
- (7) The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the County.
- (8) Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further

obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- (9) The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.
- (10) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- (11) Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- (12) If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Procurement Officer, may be considered. Written requests for consideration of alternate coverages must be received by the Procurement Officer at least ten working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- (13) All required insurance coverage's must be acquired from insurers that are licensed to do business in the State of Maryland and acceptable to the County.
- (14) The County will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

3.7.2 INSURANCE REQUIREMENTS: The Contractor shall provide the County with evidence of its Contractor's commercial insurance coverages for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor shall provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation:

Statutory Limit's

Employer's Liability: Each Accident

\$500,000

Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):** An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Contract; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000 / \$3,000,000 per occurrence / aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$2,000,000

**Prince George’s County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.**

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the motor vehicle laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor’s aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
(Vehicle Liability)  
\$1,000,000 Combined Single Limit

In addition, “Prince George’s County, Maryland” shall be designated as the Certificate Holder and as an Additional Insured of the Certificate of Insurance. Contract employees are not permitted to operate any vehicle owned by the Prince George’s County Government whether in commission of the Contract or outside of same.

### 3.7.3 **SPECIAL PROVISIONS FOR INSURANCE:**

- (1) The Contractor shall forward to the County Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage’s and limits. Insurance companies providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an “A” Rating VII. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and shall be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the Contract, unless the County’s Office of Risk Management is given



thirty (30) days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.

- (2) The initial and subsequent certificates of insurance shall include a description of the Contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County's approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the County reserves the right to terminate this Contract.
- (5) The Contractor shall require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County Office of Risk Management prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this Contract.
- (6) In the event the required certificates of insurance as specified herein are not furnished prior to the execution of the Contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the Contract until all required insurance certificates or evidence of self-insurance has been received.

All certificates of insurance should be sent to:

**Prince George's County Maryland  
Office of Central Services  
Contract Administration and Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
Attn: Karen Kelly, Procurement Officer – Proposal No.: WS381985751**

### **3.8 Additional Responsibilities of Contractor**

At its own expense, the Contractor shall:

- a. Obtain all necessary licenses and permits.

- b. Provide competent supervision.
- c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the act, omission, error, fault and/or negligence of Contractor, its employees, agents and/or representatives.
- d. Perform the work without unnecessarily interfering with other contractors' work or County activities.
- e. Provide all necessary labor, equipment, materials, and supervision necessary to perform the work as required on a daily basis.
- f. Once a crew is mobilized to the work site, the work is expected to continue without interruption. Travel and set-up time shall be the responsibility of the Contractor and will not be paid for by the County. If the work is interrupted due to conditions outside the control of the Contractor, the Contractor shall immediately notify the County prior to work stoppage.

### **3.9 Invoicing**

1. Monthly invoices are to include the following items/information:  
All Invoices shall be submitted by the 10th of the month. Submitted to [DOESMDInvoices@co.pg.md.us](mailto:DOESMDInvoices@co.pg.md.us). All invoices shall be submitted using AIA forms G702 and G703 accompany payment request and include the following:
  - a. Vendor/Contractor Name
  - b. Invoice Number/Pay Application
  - c. P.O. Number (current fiscal year)
  - d. Contract/Task Order Number
  - e. CP Number
  - f. Project Name
  - g. Project Address
  - h. Permit Number (if applicable)
  - i. Service or Billable Period Covered
  - j. Original Contract Amount
  - k. Net Changes to Contract
  - l. Total Contract
  - m. Invoice itemized and by P.O. line item number
  - n. Current Payment Due
  - o. Balance to complete
  - p. Total Amount due for services performed this invoice period.
  - q. Supplier Development Diversity Division (SD3) utilization summary which identifies the firms who performed work during the invoice period, work performed, total amount this invoice period, and total amount to-date.
2. All prices and payments shall constitute full compensation for all contract work described herein. Unit prices are to include all labor, equipment, and mobilization/demobilization, necessary to complete the service, accepted and in operating condition.
3. Partial performance is not acceptable. If appropriate, the County will, however,

make deductions for incomplete work from the Contractor's invoices and make payment for completed work.

4. Invoices submitted without the required information cannot be processed for payment until the Offeror provides the required information.
5. The County reserves the right to reduce or withhold Contract payment in the event the offeror does not provide the County with all required deliverables within the time frame specified in the Task Order Assignment or in the event that the Offeror otherwise materially breaches the terms and conditions of the Contract until such time as the Offeror brings itself into full compliance with the Contract. Also, see the "Livable Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances.

### **3.10 End of Contract Transition**

The Contractor shall cooperate in the orderly transition of services from it to a subsequent Contractor upon receipt of a Notice of Transition from the County. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the County in the Notice of Transition, and shall be for a period of at least ninety (90) days. Additional instructions regarding transition services may be provided in the Notice of Transition issued by the County.

### **3.11 Security Requirements**

#### **3.11.1 Employee Identification**

- a. Each person who is an employee or agent of the Contractor or a subcontractor shall display his or her company ID badge at all times while on County premises. Upon request of authorized County personnel, each such employee or agent shall provide additional photo identification.
- b. At all times at any facility, the Contractor's personnel shall cooperate with County site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

#### **3.11.2 Information Technology**

- a. Contractors shall comply with and adhere to the County IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.
- b. The Contractor shall not connect any of its own equipment to a County LAN/WAN without prior written approval by the County. The Contractor shall complete any necessary paperwork as directed and coordinated with the County to obtain approval by the County to connect Contractor-owned equipment to a County LAN/WAN.

#### **3.11.3 Criminal Background Check**

(Contractor Is Responsible for Background Check)

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the County with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the County Monitor.

## **SECTION 4 – PROPOSAL SUBMITTALS AND EVALUATION**

### **4.1 Technical Offer and Evaluation**

#### **4.1.1 Transmittal Letter**

A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Response. The purpose of this letter is to transmit the Technical Response, therefore, it should be brief, but shall list all items contained within the response as defined below. The letter must be signed by an individual authorized to bind the Offeror's firm to all statements contained in the Technical Response.

#### **4.1.2 Signing of Form**

The Technical Response and Cost Proposal, if submitted by an individual, shall be signed by the individual, if submitted by a partnership, shall be signed by such member or members of the partnership as having authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e., indicated by the word "Seal" following signature of individual and partner Offerors, and indicated by affixing the Corporate Seal at corporate signatures.

#### **4.1.3 Technical Proposal Format Outline**

Each technical proposal shall have the following sections prominently displayed:

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Statement of Qualifications
5. Proposal Responses
6. Supplier Participation Plan
7. Exceptions or Restrictions
8. References
9. Audited Annual Financial Report
10. Affidavits, Addendums, Certifications and Affirmations

#### **4.1.4 Format Description**

Each proposal shall conform to the following order and format.

- a. Title Page: Each proposal shall begin with a Title Page. It should display the words "RFP No. S20-030, Civil Engineering, Environmental Engineering, Construction Management, and Inspection Services." It should also have the name of the company, and name, title, business address and telephone number of the person authorized to obligate the company.
- b. Transmittal Letter: The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it

should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

- c. Table of Contents: The proposal shall contain a "TABLE OF CONTENTS" with page numbers indicated.
- d. Section I - Statement of Qualifications: The Offeror must provide a detailed description of its qualifications to deliver the services described in Section III of this RFP, including how the Offeror meets the minimum qualifications of this RFP.
- e. Section II - Proposal: The Offeror shall present its proposal responses in the order as listed below on single spaced typed pages and must provide a discussion/ explanation of how they will meet the requirements set forth in each of the sections.

1. Proposed Services List (Attachment #15)

2. Current Form SF 330 for the Prime Consultant and Sub-Consultants.

Prime Consultant and Sub-Consultants should provide reference projects applicable to the services to be provided under this RFP and is indicated on the Offeror's Attachment #15 to be submitted in response to this RFP.

3. Knowledge and Understanding of the Contract

Prince George's County, Department of the Environment, Stormwater Management Division is tasked with the oversight and implementation of various programs relating to Stormwater Management; Flood Protection; Water Quality Protection; NPDES Program Implementation, Planning; and the implementation of related Capital Improvement Program Projects. Work associated with these programs include application of various professional disciplines within the civil and environmental branches of engineering, included, but not limited to: planning, design, construction, retrofitting of existing facilities, rehabilitation, water resources, stormwater management, flood control, water quality, wetland mitigation, environmental restoration, shoreline stabilizations, analysis/monitoring of water chemistry, watershed studies, community revitalization and public outreach. As a result of growth, expanding services and environmental protection, the County frequently needs professional services of engineers, environmental scientists, ecologists and other professionals to address the demands of these important programs.

This is an on-call services contract. This means that the Offeror shall be expected to respond to a diversified list of tasks under the immediate direction of multiple County Project Managers under different and possible conflicting priorities. Based on the Project Resume and the Offeror's knowledge/experience with similar on

call services contracts with local, state and federal governments, provide Offeror's best understanding of what type of services shall be utilized by Prince George's County, how these services shall be delivered by the Offeror, and what problems or difficulties might be anticipated under this Contract.

#### 4. Working Plan

The Offeror shall provide information on how (in strategy, not resources) they plan to manage and execute the work. A graphic plan showing structure and resources should be included.

#### 5. Resource Plan

Explain what services and resources the Offeror would apply to meet the Working Plan.

#### 6. Quality Control and Assurance Plan

Explain what efforts and practices the Offeror currently uses or proposes to use to ensure quality project/product delivery

#### 7. Reference Contracts

The Offeror shall provide a brief description and contact information for recent contracts where similar work was performed and services provided. The Offeror shall provide reference contracts for three (3) different clients. Each Sub-Consultant shall provide at least one (1) reference contract.

The purpose of the reference projects is to present information on similar work. To this extent, for firms that have current contracts, listing Prince George's County Department of the Environment as a reference may be redundant. These firms have the option of noting their current efforts with the County with a simple statement and providing another reference.

- f. Section III - Supplier Participation: Include completed and signed Supplier Utilization Plan (Form No. 1) as part of the Technical Proposal and a copy of all current Prince George's County Certification Letters and/or other certifications as applicable.
- g. Section IV - Exceptions or Restrictions: Should the Offeror take exceptions to any provision or requirement of this RFP, it must be indicated in this section.
- h. Section V - References: List the names of at least three clients for whom the Offeror have performed similar services. List the contact individuals, addresses, phone numbers, length of time of contract relationship and services provided.
- i. Section VI - Audited Annual Financial Report: The Offeror shall provide its most recent audited annual financial report.

- j. Section VII - Affidavits, Certifications and Affirmation: The Offeror shall submit with the proposal the certifications, affirmations and affidavits attached to this RFP as Required Forms. These forms must be completed and submitted with proposals by all Offerors.

#### 4.1.5 Solicitation Submittal

- a. The selection procedure for procurement of this contract requires that a review of the Technical Response of the Offeror to be conducted by an evaluation committee, referred to as the Proposal Analysis Group (PAG). The Technical Response shall be typed. The Cost Proposal must be submitted separately from the Technical Response.
- a. The Technical Proposal, Cost Proposal, and all other required documents shall be submitted to **SPEED** eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158> on or before the due date and time listed herein.

#### 4.1.6 Selection Process

A Contract will be awarded to the firm(s) whose Technical Proposal best meets the County's requirements at the time of award and whose fee structure is in the best interest of the County.

#### 4.1.7 Evaluations and Selection Committee

The PAG will evaluate all responsive proposals received by the closing deadline. The PAG may request additional technical assistance from any source.

#### 4.1.8 Qualifying Proposals

The Procurement Officer will first review the Offeror's submission for responsiveness. Responsiveness requires meeting or exceeding the requirements of the RFP as detailed in the Scope of Work, the inclusion of all required attachments and forms, and the submission of a complete Technical Response and Cost Proposal. Failure to comply with any requirements of this procurement may disqualify an Offeror's Technical Response. The County reserves the right to waive a requirement and/or minor irregularities. Proposals will not be opened publicly.

#### 4.1.9 Two Volume Submission

The selection procedure for this procurement requires that evaluation of the Technical Response be conducted before the Cost Proposal is distributed to the Evaluation Committee. Consequently, each proposal must be submitted separately per the Instructions in this Solicitation. Failure to comply may result in disqualification of an Offeror's proposal.

#### 4.1.10 Technical Response

- a. The Technical Response should be prepared in a clear and concise manner. All response criteria detailed in the RFP solicitation must be addressed. The requirements for this Technical Response are listed in this section.



- b. Submit their Technical Response to in the ***SPEED*** eProcurement Platform. Supplemental information may be submitted as an appendix. Technical Responses shall be labeled based on the Technical Response Criteria categories listed in this section.
- c. The following items shall be included in the Technical Response:
  - 1. Detailed responses to the Technical Criteria listed under the Section 4.1.6 entitled “Technical Response Criteria.”
  - 2. Reciprocity. Out-of-state Offerors are to include a copy of any policy or regulation regarding preferences its resident state gives to in-state Offerors.
  - 3. Certifications and Affidavits (See Attachments A, B, and C).

**NOTE:** It is the Offeror’s responsibility to fully review the Solicitation documents to ensure its Technical Response contains all requested information.

#### 4.1.11 Licenses and Qualifications

- a. Copy of Offeror's Maryland State Business License.
- b. The County reserves the right to require that the Offeror demonstrate that it has the skills and resources to satisfactorily perform the nature and magnitude of work required.
- c. The Contractor’s personnel must be able to pass a security background check upon award, if required.

#### 4.1.12 Technical Response Criteria

- A. The following information **must** be furnished in the Technical Response portion of the Proposals. Failure to include any of the information requested below in the Offeror's Technical Response may result in the offer being considered non-responsive. The Offeror is to complete its Technical Response in the same order as the criteria listed.
- B. The County will, prior to opening the Technical Response submittals, assign numerical weights (points) to each of the technical criteria requirements noted below. The numerical weight (points) will be assigned to assist the Evaluation Committee in determining the technical acceptability of each Offeror. The total technical points available are 100.
  - 1. Form SF330 Architect-Engineer Qualifications - 10 Point Value
  - 2. Knowledge and Understanding of Contract - 10 Point Value
  - 3. Working Plan - 30 Point Value
  - 4. Resource Plan - 30 Point Value
  - 5. Quality Control and Assurance Plan - 10 Point Value
  - 6. Reference Contract - 10 Point Value

#### 4.1.13 Cost Proposal

- A. Upon completion of the Technical Response evaluation, the Cost Proposal of the Offeror(s) deemed technically acceptable will be distributed to the Evaluation Committee. The Cost Proposal must contain complete cost information, including the Supplier Utilization Plan (Attachment E, Parts 3 and 4). Cost Proposal submitted in or on any other format will not be accepted. Do not amend, alter, or leave blank any items on the Cost Proposal or include additional clarifying or contingent language on or attached to the sheet. If option years are included, Offerors must submit Proposal for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined to be non-responsive and rejected by the Contract Administration & Procurement Division (CAP).
- B. Offeror's Cost Proposal shall include all costs associated with performance under this contract.
- C. The County intends to award this solicitation to the responsive, responsible Offeror who demonstrated that sufficient resources are dedicated and available and who has demonstrated its capabilities of providing the service to the satisfaction of the County (Technically Acceptable) with the best value to the County.
- D. The price evaluation shall be objective. The Contractor with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formulas shall be used to determine each Contractor's evaluated price score:

Lowest Price Proposal

----- X (Enter the amount of possible points) = Evaluated Price  
Score Price of Proposal Being Evaluated

#### 4.1.14 Evaluation Procedure

- a. Each response will be evaluated by the Evaluation and Selection Committee.

##### EVALUATION CRITERIA

##### WEIGHT FACTOR

• Form SF330 Architect-Engineer Qualifications	10 Points
• Knowledge and Understanding of Contract	10 Points
• Working Plan	30 Points
• Resource Plan	30 Points
• Quality Control and Assurance Plan	10 Points
• Reference Contract	10 Points
<b>Total Available Evaluation Points</b>	<b>100 Points</b>

#### 4.1.15 Final Ranking and Selection

The evaluation criteria contained herein shall be scored by the Evaluation and Selection Committee based upon the stated weight factors for each category. The Evaluation and Selection Committee will make recommendations to the Purchasing Agent for award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the County considering technical and cost factors set forth in the RFP.

Based on the Selection Committee's initial review of proposals, the County may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The County reserves the right to make an award with or without negotiations or to request best and final offers.

Only those Offerors who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process.

#### 4.1.16 Proposals Property of the County

All proposals submitted in response to this Request for Proposals become the property of the County and may be appended to any formal documentation which would further define or expand the contractual relationship between the County and the successful Contractor.

#### 4.1.17 Business Preferences and Supplier Participation

- a. On any procurement for which a County agency or the County government secures competitive proposals pursuant to Section 10A-113, the Purchasing Agent shall apply the following preference points to the Offeror's total score. The following preference points will be applied to the Offeror's total score:

<b>Business Type</b>	<b>Where the prime Offeror is a certified firm, discount the following as applicable:</b>
County-based small business	15%
County-based minority business enterprise	15%
County-based business	10%
Minority Business Enterprise or Disadvantage Business Enterprise	5%
County-located business	3%

- b. Cumulative preference points: The same firm that is a prime bidder/proposer of a bid or proposal shall not be counted for a preference for more than one of the certified business categories above and shall receive a preference for the highest scoring certified business category for which it qualifies. No single certified firm can receive more than 15% percentage points or discount, as applicable, in any one bid or proposal, with the

exception of the application of the County resident-owned business preference prescribed in Subsection (b), below.

- c. County resident-owned business preference. In addition to the preferences awarded in accordance with Subsection (a), above, the Purchasing Agent shall apply a five percentage (5%) bid discount to the bid price or add five percentage (5%) points to the total evaluated score of the bid or proposal of a prime proposer, respectively, (for joint venture entities, the majority firm of a joint venture entity) that is a County resident-owned business. A County resident-owned business in this Subtitle is a firm that has majority ownership (defined herein as "owning more than 50% of the ownership interest of the entity") by one or more residents domiciled in Prince George's County. At the time of bid or proposal, the owner(s) of the prime proposer shall provide an affidavit affirming current domicile in the County, income tax returns establishing residency in the County for the most recent full calendar year, and documentation establishing majority ownership of the prime bidder/proposer (for joint venture entities, the majority firm of the joint venture entity) to establish status as a County resident-owned business and be awarded the 5% preference prescribed in this Subsection. The Purchasing Agent may require additional information to clarify current residency or ownership in accordance with this Subsection.

d. Mentor Protégé Program

The Mentor-Protégé Program is designed to provide County-based small businesses and County-based minority business enterprises with assistance, guidance, and training to develop their capacity and become a self-sufficient, competitive, and profitable business enterprise through the Mentor Protégé relationship. Mentors and Protégés may apply to the program which is posted on the Office of Central Services Business Highway @ [pgcbusinesshighway.com](http://pgcbusinesshighway.com).

Once the Mentor Protégé relationship is established, they must enter into a Mentor Protégé Team Agreement & Business Plan to formalize their goals for the duration of the agreement. The Director of Central Services may impose a Mentor-Protégé Program requirement on a solicitation. The Mentor contractor will be required, as a condition of qualification for a bid or proposal, to have the Protégé perform a minimum of 20% of the total dollar value of the County procurement.

- e. The Purchasing Agent may determine not to apply a bid or proposal preference under this Section if the Purchasing Agent certifies that such a preference would result in the loss of federal or state funds, subject to the approval of the County Executive.
- f. The requirements of this Section shall apply to the procurement of vendors retained by a County agency or the County government to assist in the financing and sale of County government debt. The requirements of this Section shall also apply to the procurement of brokerage firms, investment banking firms, investment management firms, consultants, and other vendors retained to manage or invest funds controlled or administered by a County agency or the County government. The application of this Subsection is subject to the requirements and restrictions of federal and state law.
- g. A business may opt to not receive a business preference under this Section.
- h. For the purposes of this Division, the term "competitive bids or proposals" means any bids or proposals for procurement funded or administered by a County agency or the County government except for procurement awards made pursuant to Section 10A-114.

- i. For the purposes of this Division, the following terms have the following meanings:
- (1) Prime bidder means the person, firm, entity or organization submitting a response to a solicitation for competitive bids and is responsible for executing the work as mentioned in the solicitation; and
  - (2) Prime proposer means the person, firm, entity or organization submitting a response to a solicitation for competitive proposals and is responsible for executing the work as mentioned in the solicitation.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SECTION VIII**

**ATTACHMENTS**

**STAFF CLASSIFICATIONS - DEFINED**

All references to education, related experience, professional registration or certifications are intended to mean locally accepted and verifiable. Prince George's County has the right and authority to make the final determination as to the approval and/or classification of individual consultant staff.

Principal	A senior manager of the firm capable of entering into binding legal agreements on behalf of the firm. The classification of "Principal" is considered administrative and executive and is considered part of the consultant overhead. This position will not have a contract rate and shall not be directly billable.
Environmental Engineer	A staff member with a bachelor's degree in environmental engineering, or related field, PE license with five (5) years related experience or ten (10) years' experience without licensure. Typical related experience would include environmental assessments and abatement, waste management, water and wastewater, ground water, stormwater management, geomorphology including bulk density analysis for stream restoration, and related environmental management services.
Environmental Scientist	A staff member with a bachelor's degree in earth sciences and five (5) years related experience or ten (10) years' experience without a related college degree. Typical related experience would include geomorphology, habitat assessment, wetlands and related earth sciences services.
Geotechnical Engineer	A staff member with a bachelor's degree in civil engineering, PE license with five (5) years related experience or ten (10) years' experience without licensure. Typical related experience would include classification and performance of soils, foundation design, slope stability analysis, subsurface investigations and groundwater, pavement design and the design of fills and embankments.
Civil Engineer EIT Level	A staff member with a bachelor's degree in civil engineering. This is a post graduate/pre-licensed level civil engineering. Typical related duties would include the development of roadway cross section, and geometries, storm drain design, simple structural analysis and design, traffic analysis, hydraulics/hydrologic, application of design standards, cost estimate, and construction schedules and practice.
Civil Engineer P.E. Level	A staff member with a bachelor's degree in civil engineering, PE licensure and five (5) years related experience or ten (10) years without licensure. Typical related experience would include the development of roadway cross-sections and geometries, storm drainage design, the application of design standards, cost estimates and construction schedules.

Hydrologic/Hydraulics Engineer	A staff member with a bachelor's degree in civil engineering or related field, PE licensure and five (5) years related experience or ten years without licensure. Typical related experience would include hydraulic and hydrologic computations and modeling, flood plain delineation and evaluations, storm water management, stream channel evaluations and restorations.
Structural Engineer	A staff member with a bachelor's degree in civil engineering, PE license and five (5) years related experience or ten (10) years without licensure. Typical related experience would include the inspection and structural capacity rating of bridges, design of bridges, culverts, retaining walls or other highway structures.
Mechanical Engineer	A staff member with a bachelor's degree in mechanical engineering, PE license and five (5) years related experience or ten (10) years without licensure.
Electrical Engineer	A staff member with a bachelor's degree in electrical engineering, PE license and five (5) years related experience or ten (10) years without licensure.
Engineering Technician	This is an entry level through journeyman level technical staff member that possess neither a college education nor professional licensure. This classification provides technical support and/or performs field investigations, standardized calculations or tests under the supervision of a professional.
Senior Engineering Technician	This is professional level technician position. Staff in this classification may have a college degree or advanced certification with 5 years of experience. Typical duties include performing standardized engineering calculations, developing cost estimates, construction schedules, preparing specifications.
Survey Technician	This is an entry level through journeyman level technical staff member that possess neither a college education nor professional licensure. Typical duties include performance of standardized survey/ mathematical computations and calculations. Provides technical support on tasks such as easement sketches and descriptions, infrastructure layout for construction, and topographic and infrastructure as-builts. Performs work under supervision of a licensed surveyor.
CADD Operator/ Draftsperson	This is a technician level position responsible for the development of drawings, details, plats or graphic level or contract documents under the supervision of a design professional.
Professional Surveyor	This is the professional level position responsible for the management and oversight of engineering survey services. This position is required to have Professional Registration as a Land Surveyor and ten (10) years related experience. Typical duties



and related experience with this position include the supervision of the field survey work, preparation of plats and other Contract documents as well as "Sealing" right of way plats associated with public transportation projects.

Three Person Survey Crew	The survey crew shall consist of a Party Chief/Supervisor and two (2) instrument/rodman positions or survey staff experienced with appropriate GPS survey equipment. The Party Chief/Supervisor should have a minimum of ten (10) years' experience in the performance of similar work.
Two Person Survey Crew	The survey crew shall consist of a Party Chief/Supervisor and one (1) instrument/rodman or survey staff experienced with appropriate GPS survey equipment. The Supervisor should have a minimum of ten (10) years' experience in the performance of similar work.
One Person Survey Crew	The survey crew shall consist of one (1) qualified Party Chief or similar staff, experienced with independent survey work using appropriate GPS survey equipment. The qualified staff shall have a minimum of ten (10) years' experiences in the performance of similar work.
Urban Planner	A staff member with a bachelor's degree in urban planning or five (5) years related experience with professional license or ten (10) years related experience without licensure. Typical related experience would include land use and mass transit planning, knowledgeable in local and state codes, regulations, and processes.
Architect	A staff member with a bachelor's degree in architecture and five (5) years related experience with professional licensure or ten (10) years' experience without licensure. Typical related experience would include the planning, design and evaluation of shelters, buildings or structures for public use, transit facilities, maintenance facilities or offices.
Landscape Architect	A staff member with a bachelor's degree in landscape architecture, horticulture or related field, five (5) years' experience with professional license or ten (10) years' experience without licensure. Typical related experience would include design of streetscapes, medians, gateway monuments, hardscapes and inspection of plant materials.
Certified Arborist	A staff member with a bachelor's degree in landscape architecture, horticulture or related field, five (5) years' experience with professional license or ten (10) years' experience without licensure. Typical related experience would include tree pruning and maintenance programs, tree clearing operations and re-forestation programs. Must also be licensed in the State of Maryland as a "Tree Expert."
Biologist	A staff member with a bachelor's degree in biology, 10 years' experience. Typical related experience would include evaluation and assessment of poor water and/or air quality on

living organisms.

Archeologist	A staff member with a bachelor's degree in archeology, with 10 years of experience. Typical related experience would include evaluation and assessment of historical sites for archeological investigation and report. Work could include construction monitoring on historical sites.
Construction Inspector	This is an entry level through journeyman level field construction inspection staff who has a minimum of five (5) years' experience in the inspection of details and practices anticipated in the proposed project.
Senior Construction Inspector	This is the professional level construction inspection position. Staff at this level must have ten (10) years of related experience or NICET III Certification or higher in the discipline appropriate to the assignment. Staff with a bachelor's degree in civil engineering and a minimum of three (3) years of related experience would also qualify.
Resident Engineer	This is a professional level, supervisory field construction inspection position. Staff proposed for this classification must meet the minimum requirements of the Senior Construction Inspector classification. The Resident Engineer classification is to be used when there are multiple full-time inspectors required on a project and a lead and supervisory relationship is created or when the work to be performed by the position is of a complex or critical nature requiring special knowledge or expertise
Construction Manager	A staff member with a bachelor's degree in civil engineering and 10 years of experience or 20 years' experience without a degree, as a manager responsible for the inspection, administration and management of routine and complex construction contracts, claims review and resolution, scheduling, project coordination and supervision.
Project Manager	A staff member with a bachelor's degree in civil engineering or appropriate field for the assignment with ten (10) years' experience with professional registration or fifteen (15) years' appropriate engineering experience without licensure.
Senior Project Manager	This is a senior level project manager who has broad responsibility for the complete oversight and development of major and complex projects. This position would only be used when it is a County project that exceeds Ten Million Dollars (\$10,000,000.00) in construction cost and requires full coordination of design, right of way, coordination with other organizations, community outreach and other efforts requires to implement the project. This position must meet the same requirements as the Project Manager classification.
GIS Operator	This is a professional/senior technician level staff position with a minimum of five (5) years' experience in the application of Geographic Information Systems. This experience should

include the development, modification and application of databases of public infrastructure and land use information and the assembly and coordination of multiple database layers into a comprehensive and clear presentation of critical information.

GIS Programmer	This is a computer programmer level staff position requiring a minimum of five (5) years' experience programming with ArcGIS and Databases like SQL for the PC and Unix environments.
Editor/Technical Writer	This is a professional staff level position. Staff in this classification should be capable of assembling factual information or technical background and creating newsletters, technical specifications or other public or published document. Staff in this position should be capable of editing, proofreading and creating narratives appropriate to the target audience.
Word Processor/Data Entry	This is a para-professional level staff position. Staff in this level should be very proficient in Microsoft applications (data entry, images, presentations) or similar applications.
Graphic Artist/Designer	This is a professional level staff position. Staff in this classification should be capable of the creation and application of artistic designs to presentations, newsletters, public displays, logos or other visual media.
Right-of-Way Agent	This is a professional staff position having minimum of five (5) years' experience negotiating land purchases, right-of-way for construction; handles land related legal issues including transfer of titles and deeds; and prepares resolutions and legal forms related to land acquisition.
Right-of-Way Technician	This is a technical level staff position involving research, written composition and clerical duties relative activities of right-of-way acquisition and land records.
LEED Professional	This is a professional staff position. Staff in this classification should be capable of coordinating and supporting successful certification of LEED projects, as well as provide reviews for projects pursuing LEED certification. Staff should have a background in the design and construction industry.
Sustainability Professional	This is a professional staff position. Staff in this classification should be capable of creating systematic approaches to managing waste, complying with environmental regulations, and/or reducing the County's carbon footprint as well as performing valuation analyses of sustainability features of projects and programs.

**ATTACHMENT #15**

**PROPOSED SERVICES LIST TO BE RETURNED WITH TECHNICAL  
RESPONSE**

**Proposed Services List**

**Name of Firm** (Proposer) \_\_\_\_\_

As part of the proposal, we are qualified, either as Consultant or as Sub-Consultant Team Member, to provide the services identified below:

<b>RFP Disciplines or Service</b>	<b>Identify Consultant and/or Subconsultant(s) Qualified and Capable to Perform Service under This RFP</b>
<b>Civil Engineering Principals and Disciplines:</b>	
Development of watershed studies to meet NPDES restoration goals	
Capital Improvement Projects feasibility studies and alternative analysis	<input type="checkbox"/>
Project Scoping/ Cost estimating /Scheduling	<input type="checkbox"/>
Third party services for design review (DPIE Certified Peer Review Services)	<input type="checkbox"/>
Historical/archaeological review and investigations	
Existing underground utilities locations/ designations	<input type="checkbox"/>
Geotechnical Engineering and Subsurface Investigations	<input type="checkbox"/>
Slope Stability Analysis	<input type="checkbox"/>
Surveying Services (ALTA, Topographic, Boundary)	<input type="checkbox"/>
Metes/bounds easements, right-of-way plats, and special plats	<input type="checkbox"/>
Natural Resource Inventories and Assessment	<input type="checkbox"/>
Wetland delineations, assessments, analysis and mitigation	<input type="checkbox"/>
Stakeout and As-built	<input type="checkbox"/>

Development of Tree Conservation Plans	<input type="checkbox"/>
Local jurisdiction permit process	<input type="checkbox"/>
Application and coordination with applicable review agencies to obtain all permits required for construction of projects.	<input type="checkbox"/>
Hydrology and Hydraulics Analysis and Evaluations	<input type="checkbox"/>
Floodplain analysis and modeling	<input type="checkbox"/>
Environmental Site Designs and Water Quality Retrofit Designs	<input type="checkbox"/>
Design of Stormwater Management Facilities	<input type="checkbox"/>
Erosion and Sediment Control Design	<input type="checkbox"/>
General site and Grading Plans	<input type="checkbox"/>
Maintenance of Traffic (MOT) Design	<input type="checkbox"/>
Architecture	<input type="checkbox"/>
Landscape Architecture:	<input type="checkbox"/>
Streetscape Design	<input type="checkbox"/>
Computer Aided Design and Drafting (CADD)	<input type="checkbox"/>
Geographic Information System (GIS) applications, programming and data acquisition	<input type="checkbox"/>
Water and sewer conveyance system design	<input type="checkbox"/>
Project Management Support	<input type="checkbox"/>

Preparation of Construction Specifications and contract documents for public bid	<input type="checkbox"/>
Certification of construction per approved plan and specifications	<input type="checkbox"/>
Third party code compliance inspections and certifications	<input type="checkbox"/>
Flood proofing techniques assessment and design	<input type="checkbox"/>
Planning and design of flood damage reduction projects	<input type="checkbox"/>
Storm drainage conveyance systems	<input type="checkbox"/>
Development of pollution prevention plans for industrial activities and site operations	
Application of environmental sensitive designs and principals	<input type="checkbox"/>
Water Resources and Watershed Planning	<input type="checkbox"/>
Green Roof systems design	<input type="checkbox"/>
Video pipe inspection	<input type="checkbox"/>
Urban Planning	<input type="checkbox"/>
Public relations and outreach	<input type="checkbox"/>
	<input type="checkbox"/>
<b>Environmental Engineering Principals and Disciplines</b>	<input type="checkbox"/>
Bioengineering	<input type="checkbox"/>
Geology	<input type="checkbox"/>
Ecology and Biology	<input type="checkbox"/>

Geographic Information System (GIS) applications, programming and data acquisition	
Emerging technologies research and development	<input type="checkbox"/>
Environmental assessments and impact studies	
Life cycle analysis for energy, air quality monitoring systems	<input type="checkbox"/>
Air quality monitoring and assessment	<input type="checkbox"/>
Assessment and remediation of polluted Brownfield sites	<input type="checkbox"/>
Hazardous waste characterization and remediation	
Industrial pollution prevention and waste minimization	
Trash and litter	
Development of messaging through public outreach and education or other specialized needs	<input type="checkbox"/>
Market analysis and project feasibility planning	
Urban Planning	
Urban and Community Revitalization Studies	
Economic and Financial analysis	
Training county staff in new engineering, and environmental technologies and practices, and construction management & contract administration	<input type="checkbox"/>
Video surveillance to identify pollutant sources	
Water quality monitoring for chemical, biological and physical site conditions	



Outfall sampling and chemical analysis to detect illicit discharges	
IT (Information Technology) support and network solutions	<input type="checkbox"/>
Assigning professional and para-professional staff to County for special tasks (staff augmentation assignments)	
Legal assistance associated with contracts, statutory interpretation and enforcement of ordinances	
Development of new technologies to retrofit urban landscapes for improved water quality of stormwater runoff	
Public relations and outreach	

<b>Construction Administration, Management and Inspection Services and Other Required Maintenance Services</b>	
Existing underground utilities locations/designations	<input type="checkbox"/>
Construction Management	<input type="checkbox"/>
Construction Inspection	<input type="checkbox"/>
Material and Soils Testing and Certifications	<input type="checkbox"/>
Certification of construction per approved plan and specifications	<input type="checkbox"/>
Contract Claim analysis and resolution	<input type="checkbox"/>
Preparation and certification of as-built plans	<input type="checkbox"/>
Stakeout and As-built	<input type="checkbox"/>
Review of contract shop drawings	<input type="checkbox"/>
Value engineering and constructability reviews	<input type="checkbox"/>

Contract documents and bid specifications	<input type="checkbox"/>
Construction Administration and Contract Support	<input type="checkbox"/>
Coordination with Public Utilities services and others	<input type="checkbox"/>
Video pipe inspection	<input type="checkbox"/>
Flood warning system maintenance	
Mechanical and Electrical Engineering	<input type="checkbox"/>

**CLASSIFICATION RATE WORKSHEET  
and  
CONTRACT RATE WORKSHEET  
(SAMPLE ONLY)**

**ATTACHMENT #16**

**Classification Rate Worksheet**

XYZ Consultants

*Sample Worksheet (Very Partial Listing)*

Classification	Firm	Employee Name	Current Hourly Rate	Proposed Classification Rate
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<b>Principal</b>	XYZ Consultants	Paul Anderson	N/A	N/A
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<b>Environmental Engineer</b>	XYZ Consultants	John Doe	\$32.50	\$31.00
		Danny Jones	\$27.75	
		Mike Smith	\$29.68	
	ECO Systems	Steve Johnson	\$27.00	\$25.50
		Howard Becker	\$23.25	
		Chris Patel	\$22.50	

<b>Environmental Scientist</b>	XYZ Consultants	Natalie Brown	\$18.50	\$21.00
		Scott Dennison	\$22.50	
		Anne Lois	\$19.75	
	ECO Systems	Daniel Stevenson	\$17.95	\$22.00
		John Marriot	\$21.00	
		Donna Schmidt	\$22.00	

<b>Geotechnical Engineer</b>	XYZ Consultant	No Staff Proposed		
	Soils R Us	Rock Smith	\$32.00	\$35.00
		Clay Jones	\$31.50	
		Dr. Dirt	\$38.50	
		Mr. Mudd	\$35.00	

ATTACHMENT #16

**Contract Rate  
Worksheet  
XYZ Corporation  
SAMPLE  
WORKSHEET**

Staff Classification	Classification Rate	A/O Rate	AandO Markup	Subtotal	10% Profit	Contract Rate	Overtime Rate
<b>Principal</b>							
XYZ Corp	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
<b>Environmental Engineer</b>							
XYZ Corp	\$31.00	125.00%	\$38.75	\$69.75	\$6.98	\$76.73	\$115.09
ECO Systems	\$25.00	120.00%	\$30.00	\$55.00	\$5.50	\$60.50	\$90.75
<b>Environmental Scientist</b>							
XYZ Corp	\$21.00	125.00%	\$26.25	\$47.25	\$4.73	\$51.98	\$77.96
ECO Systems	\$22.00	120.00%	\$26.40	\$48.40	\$4.84	\$53.24	\$79.86
<b>Geotechnical Engineer</b>							
No Staff Proposed by XYZ Corp							
Soils R Us	\$35.00	121.00%	\$42.35	\$77.35	\$7.74	\$85.09	\$127.63
<b>Civil Engineer</b>							
	\$38.50	125.00%	\$48.13	\$86.63	\$8.66	\$95.29	\$142.93
<b>Hydraulic/Hydrology Engineer</b>							
	\$38.50	125.00%	\$48.13	\$86.63	\$8.66	\$95.29	\$142.93
<b>Structural Engineer</b>							
	\$42.50	125.00%	\$53.13	\$95.63	\$9.56	\$105.19	\$157.78
<b>Mechanical Engineer</b>							
No Staff Proposed by XYZ Corp							
Mechanical R Us	\$35.00	121.00%	\$42.35	\$77.35	\$7.74	\$85.09	\$127.63
<b>Electrical Engineer</b>							
No Staff Proposed by XYZ Corp							
Electrical R Us	\$35.00	121.00%	\$42.35	\$77.35	\$7.74	\$85.09	\$127.63
<b>Engineering Technician</b>							
	\$37.25	125.00%	\$46.56	\$83.81	\$8.38	\$92.19	\$138.29
<b>Senior Engineering Technician</b>							
	\$29.00	125.00%	\$36.25	\$65.25	\$6.53	\$71.78	\$107.66
<b>CADD Operator/Draftsman</b>							
	\$34.00	125.00%	\$42.50	\$76.50	\$7.65	\$84.15	\$126.23
<b>Professional Surveyor</b>							
No Staff Proposed by XYZ Corp							
Survey Inc	\$43.00	125.00%	\$53.75	\$96.75	\$9.68	\$106.43	\$159.64
<b>Three Person Survey Crew</b>							
No Staff Proposed by XYZ Corp							
Survey Inc	\$45.00	125.00%	\$56.25	\$101.25	\$10.13	\$111.38	\$167.06
<b>Two Person Survey Crew</b>							
No Staff Proposed by XYZ Corp							
Survey Inc	\$33.00	125.00%	\$41.25	\$74.25	\$7.43	\$81.68	\$122.51
<b>Urban Planner</b>							
	\$43.00	125.00%	\$53.75	\$96.75	\$9.68	\$106.43	\$159.64
<b>Architect</b>							
	\$38.00	125.00%	\$47.50	\$85.50	\$8.55	\$94.05	\$141.08
<b>Landscape Architect</b>							
	\$38.00	125.00%	\$47.50	\$85.50	\$8.55	\$94.05	\$141.08
<b>Certified Arborist Archeologist</b>							
No Staff Proposed by XYZ Corp	\$29.00	125.00%	\$36.25	\$65.25	\$6.53	\$71.78	\$107.66
Archeology R Us							
<b>Biologist</b>							
No Staff Proposed by XYZ Corp	\$35.00	121.00%	\$42.35	\$77.35	\$7.74	\$85.09	\$127.63
Bio R Us							
<b>Construction Inspector</b>							
	\$35.00	121.00%	\$42.35	\$77.35	\$7.74	\$85.09	\$127.63
	\$22.00	125.00%	\$27.50	\$49.50	\$4.95	\$54.45	\$81.68
	\$25.00	125.00%	\$31.25	\$56.25	\$5.63	\$61.88	\$92.81

**ATTACHMENT #16**

**Contract Rate  
Worksheet  
XYZ Corporation  
SAMPLE  
WORKSHEET**

<b>Resident Engineer</b>	\$28.00	125.00%	\$35.00	\$63.00	\$6.30	\$69.30	\$103.95
<b>Project Manager</b>	\$42.00	125.00%	\$52.50	\$94.50	\$9.45	\$103.95	\$155.93
<b>Senior Project Manager</b>	\$48.00	125.00%	\$60.00	\$108.00	\$10.80	\$118.80	\$178.20
<b>GIS Operator</b>	\$25.00	125.00%	\$31.25	\$56.25	\$5.63	\$61.88	\$92.81
<b>GIS Programmer</b>	\$42.00	125.00%	\$80.00	\$108.00	\$10.80	\$118.80	\$178.20
<b>Editor/Technical Writer</b>							
No staff provided by XYZ Corp							
Community Mtg Inc.	\$42.00	110.00%	\$46.20	\$88.20	\$8.82	\$97.02	\$145.53
<b>Word Processor/Data Entry</b> No							
staff provided by XYZ Corp							
Community Mtg Inc.	\$42.00	110.00%	\$46.20	\$88.20	\$8.82	\$97.02	\$145.53
<b>Graphic Artist/Designer</b>							
No Staff Provided by XYZ Corp							
Community Mtg Inc.							
	\$31.00	110.00%	\$34.10	\$65.10	\$6.51	\$71.61	\$107.42
<b>Right of Way Agent</b>	\$31.00	110.00%	\$34.10	\$65.10	\$6.51	\$71.61	\$107.42
<b>Right of Way Technician</b>	\$21.00	110.00%	\$24.10	\$55.10	\$6.51	\$71.61	\$87.42

**ATTACHMENT #17**

## **SUPPLEMENTAL ENGINEERING SERVICES**

## Supplemental Engineering Services

### A. Sub Surface Investigation Test Hole Inspection – Utility Locating Services

Mobilization for the Test Holes		Lump Sum per Task
Test Hole (0' to 6')		Per Foot
Test Hole (Greater than 6')		Per Foot
Test Hole Report – Utility Locations		Lump Sum per Task

### Sub Surface Investigation – Geotechnical Investigation

Shallow (0-4') Geotechnical Investigation		Per Foot
Normal (4-12') Geotechnical Investigation		Per Foot
Deep (>12') Geotechnical Investigation		Per Foot
Mobilization for Shallow		Lump Sum
Mobilization for Normal/Deep		Lump Sum
Geotechnical Report <b>*Should be priced utilizing appropriate staff classification Approved Contract rate as identified in Task Order Assignment*</b>		N/A

### Video Pipe Inspection

Mobilization for Video Pipe Inspection		Lump Sum per Task
Video Pipe Inspection		Per Linear Foot

### Laboratory Materials Testing Services (Field Materials Testing is Incidental to Inspection Services)

Classification of Soils		Per Sample
Atterberg Limits		Per Sample
Sieve Analysis		Per Sample
Permeability		Per Sample
Moisture Density Relation (Proctor)		Per Sample
Lab Moisture Contents		Per Sample
CBR		Per Sample
Compression Test of Concrete Cylinders		Per Sample
Asphalt Cores/Unit Density		Per Sample

### B. Maintenance of Traffic for Testing and Inspection

Maintenance of Traffic for Testing/Inspection – Flagger Operations	Per Day
Maintenance of Traffic for Testing/Inspection – Non-Flagger Operations	Per Day



**PRINCE GEORGE'S COUNTY  
SPECIFICATIONS FOR  
CONSULTANT ENGINEERING  
SERVICES  
(INFORMATIONAL PURPOSE)**

**MAY 2022**

**CONTENTS**

Section I	Purpose
Section II	General Practices
Section III	Operational Practices, Survey
Section IV	Operational Practices, Project Development
Section V	Operational Practices, Construction
Section VI	Documentation Preparation Standards

## **SECTION I: PURPOSE**

### **A. PURPOSE**

The purpose of these Specifications is to set forth the general specifications and details of any Prince George's County Project necessitating the services of a Consulting Engineering Firm. Specifically, this Section of the Specifications will be developed in detail describing the required procedures and standards to be employed in providing the Project Services with reference to applicable section(s) of the Specifications and changes, deletions and waivers thereto.

Designs and solutions developed and presented by Consultant Engineers should be permissible by all agencies having jurisdiction, constructible, coordinated, cost effective, efficient, practical, and best fit for the project assignment.

### **B. GENERAL**

These Specifications shall be incorporated into and made a part of the Contract Agreement.

### **C. TECHNICAL STANDARDS**

The Consulting Engineering Firm has ultimate responsibility to ensure all work is in compliance with all Federal, State and Local government requirements, codes, ordinances, design standards and permitting requirements having jurisdiction over the proposed work to be performed and under which the Consulting Engineering Firm has been hired to perform/assist for the County.

All assignments shall be performed in accordance with the following latest standard specifications and Manuals:

1. Prince George's County Department of the Environment: *Stormwater Management Standards and Specifications 1995*
2. Publications of the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE):
  - a. Stormwater Management Design Manual, latest edition
  - b. Prince George's County, DPW&T Specifications and Standards for Roadway and Bridges
3. Publications of the Maryland Department of the Environment:
  - a. Maryland Stormwater Design Manual, Volumes I and II, latest edition
  - b. Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated, Guidance for National Pollutant Discharge Elimination System Stormwater Permits, June 2020, or latest edition
  - c. 2020 MS4 Monitoring Guidelines: BMP Effectiveness and Watershed

- Assessments, or latest edition
  - d. Recommended Methods to Verify Stream Restoration Practices built for Pollutant Crediting in the Chesapeake Bay Watershed, June 2019, or latest version
  - e. Recommendations for Crediting Outfall and Gully Stabilization Projects in the Chesapeake Bay Watershed, October 2019, or latest edition
  - f. Consensus Recommendations for Improving the Application of the Prevented Sediment Protocol for Urban Stream Restoration Projects Built for Pollutant Removal Credit, February 2020, or latest edition
  - g. Memorandum for Stormwater Best Management Practices and Completion Dates for MS4 Permitting Purposes, May 2018, or latest edition
  - h. Maryland Waterway Construction Guidelines Manual, latest edition.
  - i. MDE Dam Safety Technical References including: MDE Dam Safety Manual (1996) and Model Emergency Action Plans (EAPs)
4. Prince George's Soil Conservation District: Soil Erosion & Sediment Control, Pond Safety Reference Manual, latest edition.
5. Prince George's County Department of Public Works and Transportation: *General Specifications and Standards for Roadways and Bridges*, latest edition.
6. Publication of the Prince George's County Department of Public Works and Transportation:
- a) The component parts of these specifications:
    - Roadway Development Guidelines
    - Technical Specifications
    - Standard Roadway Sections and Details
    - Appendixes
  - b) Landscape Design Guidelines and Standards
  - c) Specifications for Traffic Control Signals
  - d) Neighborhood Traffic Management Program
  - e) Design Guidelines and Standards for Scenic and Historic Roads
  - f) Policy and Specification for Utility Installation and Maintenance
  - g) Road Ordinance
8. Publications of the Maryland Department of Transportation, State Highway Administration:
- a) Standard Specifications for Construction and Material, latest edition
  - b) Book of Standards for Highways and Incidental Structures, latest edition
  - c) Maryland Supplement to the Manual on Uniform Traffic Control Devices, latest edition
  - d) Survey Field Procedures Manual of Division of Plats and Surveys, Maryland State Highway Administration, Latest edition and updates
9. Other publications of the Prince George's County Government, including the County Code, and especially:

- a) Subtitle 4, Building
- b) Subtitle 5A, Cable Television
- c) Subtitle 23, Roads and Sidewalks
- d) Subtitle 24, Subdivisions
- e) Subtitle 26, Vehicles and Traffic
- f) Subtitle 27, Zoning Ordinance
- g) Subtitle 35, Trees and Vegetation
- h) Subtitle 32, Water Quality Resource and Grading

10. Other publications

- a. Maryland National Capital Park and Planning Commission  
“Woodland and Wildlife Habitat Conservation Ordinance Technical Manual”, latest edition
- b. Chesapeake Bay Critical Area Commission manuals, publications, and conservation plan requirements, latest edition

11. Publications of the American Association of State Highway and Transportation Officials (AASHTO):

- a) A Policy on Geometric Design of Highways and Streets, latest edition
- b) Roadside Design Guide, latest edition
- c) A Policy on Design Standards/Interstate Systems, latest edition
- d) Manual on Uniform Traffic Control Devices, latest edition
- e) LRFD Bridge Design Specifications latest edition

12. Publications of the Washington Metropolitan Area Transit Authority (WMATA), and Washington Suburban Sanitary Commission (WSSC) including General Provisions and Standard Specifications for Construction Projects.

In addition to these standards, the Consultant is responsible for ensuring compliance with all Federal, State and local requirements and any other recognized standard practice or regulation applicable to the work effort.

It shall be the responsibility of the Consultant to procure and maintain current versions of all applicable standards, specifications, policies, design manuals, etc., necessary for accomplishing the final design of a Project.

**D. Storm Water Management and Drainage**

Unless otherwise directed by the County, storm water management facilities and storm drainage systems shall be designed in strict accordance with latest edition of Department of Permitting, Inspections and Enforcement’s Stormwater Design Manual.

**F. Sediment and Erosion Control**

Soil erosion and sediment control practices shall conform to current Waterway Resources Administration “Maryland Standards and Specifications for Soil Erosion and Sediment Control,” and the Prince George’s Soil Conservation District’s Soil Erosion and Sediment Control, Pond Safety Reference Manual, July 2013.

## **G. Traffic**

### **1. Signing and Marking Standards**

AASHTO “Manual on Uniform Traffic Control Devices” (MUTCD) latest edition and supplements, and official rulings on experimentation by the National Joint Committee on Uniform Traffic Control Devices.

### **2. Traffic Signals**

“Specifications and Standards for Highway Traffic Signals,” Prince George’s County Department of Public Works and Transportation, March 2012, and subsequent revisions. “Standard Specifications for Construction and Materials,” Maryland Department of Transportation, State Highway Administration, January 2008, and subsequent revisions.

### **3. Lighting, Safety, Signing, Marking, Signal Lighting Structure**

The latest edition of the Prince George’s County Department of Public Works and Transportation, March 2012 and subsequent revisions.

## **H. Right of Way Acquisition**

Appraisers shall be Certified General or Certified Residential. All appraisals must be prepared in accordance with the State of Maryland Condemnation Law. All relocation assistance must be in conformance with applicable County, State or Federal guidelines for residential or commercial use. Specific reference is made to Federal Highway Administration guidelines and practices suitable for eminent domain.

## **I. Construction**

Refer to the construction document for the specific Project.

The Consultant shall use as a guide in the performance of construction inspection and administration services the Maryland State Highway Administration Policy and Procedures and Construction Directory, latest version, and/or as directed by the County.

## **J. Landscaping Standards**

The following landscape technical standards shall be adhered to when performing landscape and arboricultural operations in Prince George’s County:

1. Standard American Association of Nurserymen Procedures and Specifications, Planting Operations and Standards for Nursery Stock
2. USDA Natural Resources Conservation Service (NRCS), MD. Conservation Practice Board, Critical Area planting Code 342.
3. Department of Natural Resources, The Maryland Roadside Tree Law

Title 08 Law and Regulations, Permits and Certified Tree Care Experts, as required for tree work in public right of ways American National Standards Institute, ANSI ZI33.1-2000 for Arboricultural Operations

4. Maryland Department of Agriculture, Seed Certification Agency, Seeding Operations
5. Maryland Department of Agriculture, Maryland Pesticide Applicator's Law, Certified Applicator of Pesticides (Category III A or VI)
6. Standards of the Association of Official Analytical Chemists, Fertilizer Grades
7. Topsoil Testing, University of Maryland or certified private laboratory
8. Department of Agriculture, Maryland Invasive Species Council, Plant Protection and Weed Management Section, Invasive Species
9. Section III Specifications and Standards for Roadways and Bridge in Prince George's County, Maryland, Standard 600.01 through Standard 600.19
10. Maryland Department of Transportation, State Highway Administration, Standard Specifications and Construction and Materials Category 700 Landscaping, and Section 920 Landscaping, latest edition

## **SECTION II: GENERAL PRACTICES**

### **A. GENERAL PRACTICES**

#### **1. Purpose**

The purpose of this section of the specifications is to provide general information on administration and procedural practices.

#### **2. NOTICE TO PROCEED TO CONSULTANT**

Prior to the start of any assignment, the County shall issue a written Notice to Proceed to the Consultant.

#### **3. DESIGNATED PROJECT MANAGER**

The County will designate a Project Manager who shall be the representative of the County for the Project. While it is expected that the Consultant shall seek and receive advice and direction from various State, regional and local agencies, the final direction on all matters of the Project remains with the County's Project Manager.

The Consultant shall also designate a Project Manager who will be the primary contact with the firm. All direction to the Consultant or Sub-consultant shall be coordinated through the designated Project Manager unless agreed to in advance or the immediate situation warrants an alternate contact.

#### **4. MILESTONE SCHEDULE**

At the start of each assignment, the Consultant shall prepare a Milestone Schedule for Project delivery. This schedule shall be reviewed and updated as a necessary part of the Monthly Status Report. The progress schedule shall be related to the entire project to the extent required by the contract documents and shall provide for expenditures and practicable execution of the work by task. This schedule shall be in the form of a Microsoft Project (MS Project) compatible.

#### **5. INVOICE/STATUS UPDATE**

All Consultant shall use a standardized invoice/status format provided by the County (refer to Attachment 19). All Work shall be invoiced on a monthly as required in in Section 3.9.

#### **6. STATUS REPORT**

As part of each invoice submitted, the Consultant shall prepare/update a Project Status Report and Milestone Schedule in a format provided by the County (refer to Attachment 20). The Status Report is to be developed to provide a simple, accurate assessment of the Project, at that time, without the cumbersome coordination of billed hours, dollars or quantities. The Milestone Schedule should be reviewed and updated as part of each Status Report.



## **7. CORRESPONDENCE/RECORD MANAGEMENT**

Copies of all written correspondence between the Consultant and any party pertaining to a specific Project, being worked on by the Consultant, shall be provided to the County for its records within one (1) week of the receipt or sending of such correspondence.

## **8. MEETINGS AND PRESENTATIONS**

The Consultant and his/her staff shall be available to attend meetings or make presentations at the request of the County given reasonable advance notice. The Consultant may be called upon to provide maps, graphics, press releases, advertisements, audio-visual displays, power point presentations and similar presentation material for such meetings.

The Consultant shall be responsible for preparation and reproduction of minutes and other records of such meetings when requested by the County.

## **9. INCIDENTAL SERVICES**

As directed by the County, the Consultant may be required to perform incidental tasks or assignments in support of a Project need or County request.

These may include attending, facilitating or participating in meetings, conferences, preparing correspondence or reports for County use, or obtaining, or providing special products, services or resources.

Before publishing any document, brochure, etc., concerning County Projects, the Consultant shall obtain written approval from the County.

Preparation of exhibits for agreements, permit applications, road closings, etc.

Preparation of data and draft correspondence for regulatory permit applications required by various governmental authorities, and to monitor the status of all permit applications until such time as they are approved.

## **10. OWNERSHIP OF DOCUMENTS**

All drawings, plans, reports, displays, specifications or documents prepared by the Consultant for the County and paid for by the County shall become the property of the County. The County shall enjoy unrestricted use of these materials and may place restrictions on use by others, including the Consultant.

At the conclusion of the design, the Consultant must submit all design plans in PDF format, CADD and or Microstation format, GIS Shapefile Package, and permit documents. All design calculations must be submitted in hard copy and digital format.

## 11. **MANAGEMENT/OVERSIGHT**

The Consultant is responsible for the management and oversight of all tasks assigned to them. This includes but is not limited to:

- a. Performance of Consultant staff;
- b. Performance of Sub-consultant;
- c. Technical review of all designs, specifications, estimates, drawings, reports, correspondence or other defined deliverables;
- d. Adherence to Project schedule and budgets.

Participation in periodic visits to the Project site, meetings, conferences, pre-bid sessions, hearings, etc.

The Consultant is also responsible for the identification and coordination of all Project details. This includes, but is not limited to:

- a. Coordination between tasks and Project submittals/review;
- b. Coordination between the work of staff and Sub-consultant;
- c. Review of property plats to determine effects of the proposed Project;
- d. Coordination of proposed utilities and relocations of existing utilities;
- e. Providing overall Project management and coordinate work with local developers, political subdivisions and officials, and other agencies to ensure the timely completion of the Project;
- f. Advising the County of changes, additional work, problems, review requests or other issues or events that impact the Project;
- g. Coordination of invoicing and payments;
- h. Coordination, professional advice and field and office work necessary for the performance of these services;

The Consultant shall make as many contacts and field trips as deemed necessary to resolve problems and provide recommendations during design and construction.

The Consultant's work shall be under the direction and control of the key personnel submitted in the Technical Proposal. Any changes in the indicated personnel shall be subject to review and approval by the County.

## 12. **SUB-CONSULTANT**

Sub-consultant and key personnel thereof shall be as identified in the Technical Proposal. Any changes in Sub-consultant or key personnel thereof shall be subject to review and approval by the County.

### **13. QUALITY ASSURANCE/QUALITY CONTROL PLAN**

The Consultants shall prepare, submit and implement a Quality Assurance/Quality Control Plan to ensure quality Project delivery.

#### **B. SERVICES TO BE PROVIDED BY THE COUNTY**

The County will perform or provide the following:

1. Engineering standards, procedures and review services through the Department of the Environment and other designated agencies.
2. All existing data relative to the Project, including, recorded easements, right of way plats, existing County infrastructure information, County GIS data information, and all other data pertinent to preparation of the Contract documents that are in possession of the County.
3. All information coming to the County during the term of the Consultant's agreement and which, in the opinion of the County, is necessary to the prosecution of the work.
4. Other forms and documents as necessary.
5. Public notices and advertisements, if necessary.
6. Assembly of plans and specifications for advertisement.
7. Deeds of affected acreage properties, unless this is included in the Consultant's Scope of Services.
8. The County is to contract for all special tests and research.
9. Available soil surveys, subsurface investigations, structure borings, drive tests and reports of same.
10. Copies of agreements with utility, railroad, or other companies for construction or reconstruction of their facilities within the Contract limits.
11. All right-of-way agreements in order that the Consultant will be able to respect the property rights of adjacent owners at all times.
12. Access to field offices and office equipment furnished by the construction Consultant under the terms of his Contract.
13. Copies of reviewed and/or approved shop drawings.

The County shall make all reasonable effort to make available any of the above records, tests, documents or information at its disposal.

The Consultant shall review any and all information provided by the County and ensure that only complete and accurate data is used. If additional or updated information is required, the Consultant shall notify the County. The County shall either obtain the requested data or authorize the Consultant to do so. The Consultant is responsible for the completeness and accuracy of all data used in the development of any Project.

### **C. NOTIFICATION OF PROPERTY OWNERS**

Property owners shall be notified by the County personnel no less than 48 hours prior to the need to enter their private property to conduct surveys, inspections, subsurface investigations (test holes or geotechnical) or appraisal work to be performed on their property. Proper advanced notice of these site visits related to a specific Project will be provided by the Consultant to the Department of the Environment Project Manager or Representative of the County and must be given at least two (2) weeks prior to the field visits. The advanced notice shall contain a letter of request showing the Project number and description of the Project, and a need to enter onto the property. Property owner contact letters will be prepared by the County or Consultant and sent to the property owner before the field survey or environmental work is performed.

## **SECTION III: OPERATIONAL PRACTICES, SURVEYS**

### **A. PURPOSE**

The purpose of this Section of the Specifications is to describe the scope of work required of a Consultant for surveys and stakeouts. These are design and metes and bounds surveys, test boring and sounding, right of way, Board of Property Review (when applicable) and condemnation stakeouts.

#### **1. General**

The Consultant shall provide all surveys and stakeouts required for engineering design, preparation of metes and bounds right of way plats, special plats, appraisals and acquisition of easements or rights-of-way for the Project. The Consultant shall furnish all personnel, equipment and vehicle(s) necessary for the completion of the required surveys and stakeouts.

The "Survey Field Procedure Manual" by the Division of Plats and Survey, Maryland Department of Transportation, State Highway Administration, latest edition and upgrades, will be the technical standard for performance of field survey work.

#### **2. Review and Control of Field Work**

- a. A representative of the County will meet with the Consultant at the Project site to discuss the scope of the Project and to answer questions as to fieldwork requirements.
- b. The County will perform periodic field and office reviews to check the Consultant's work. However, the Consultant has full responsibility for accuracy and completeness of survey, the use of the proper standards, and for compliance with the directives and instructions of the County.

#### **3. Design Surveys**

The design surveys performed by the Consultant shall furnish all alignment-related data, topography, differential level, and cross-section data for the engineering design of the Project, and such surveys shall be performed as hereinafter described.

### **B. CONSTRUCTION BASEline Survey**

#### **(1) Topography**

- (a) Topography (existing physical and/or natural features) requirements to be shown on the contract drawings shall include but not be limited to all buildings and structures; utility poles, conduits, structures, overhead lines; manholes; water mains, valves, hydrants and meters;

wells; springs; ditches (showing direction of flow) septic systems; fences; paving and curb; trees (showing species and trunk diameters), hedges, shrubs, flowerbeds; storm drain pipes (including size, type and direction of flow); and all other topography necessary for design and construction of the proposed project.

- (b) The method of locating topography shall be by field surveys utilizing the right angle plus offset method, or the radial survey method and shall include:
  - (i) Nature of land use, whether pasture, cultivated, woods, etc. (if woods, specify whether hard, soft or mixed).
  - (ii) Location of State, County, city and town boundaries, by angles and distances to hundredths only.
  - (iii) Property corners located by angles and distance (to hundredths) to the baseline with the names of the owners indicated.
  - (iv) Apparent property lines and other boundaries shall also be located.
- (c) Survey field notes may be kept in the classical method (handwritten notes) or by the electronic data collection method.
- (d) Topography may be provided by aerial photogrammetry for engineering studies and drainage area maps. All vertical survey requirements for preliminary and final design shall be acquired by actual, field surveys unless otherwise approved by the County.

## (2) Spur Lines

- (a) Spur lines shall be run on all intersecting roads, private roads, railroads, streams, and all-natural drainage courses.
- (b) All spur lines are to be staked, referenced and contain all detail pertaining to the centerline survey. Approximate lengths of spurs are listed below but can differ as conditions dictate with respect to the width of the proposed improvement and proposed change in the alignment of intersecting roads and streams.
- (c)
- (d) Spur lines on main and secondary roads to extend one thousand feet (1,000') or farther on each side of the centerline.
- (e) Spur lines on private roads to extend as conditions indicate.

- (f) Spur lines along large streams (twenty feet (20') or more in width, between tops of banks) to extend at least one thousand feet (1,000') on each side of centerline, farther if relocation may be necessary.
- (g) Spur lines for small streams (less than twenty feet (20')) to extend at least five hundred feet (500') on each side of baseline or centerline.
- (h) Spur lines for railroads to extend a minimum of one thousand feet (1,000') on each side of centerline.

(3) Subdivision Ties, when applicable

Where a recorded subdivision is encountered, sufficient survey information shall be obtained so that all parts of the subdivision affected by, or which lie adjacent to the new right-of-way lines, may be accurately shown on the right-of-way plats.

## **C. CONTROL SURVEYS**

1. Horizontal control shall be established by conventional "closed" traverse or Global Positioning System (GPS) surveys. All horizontal control shall be tied to the Maryland State Plane Coordinate System, utilizing the monumentation of the National Geodetic Survey (N.G.S.) and the Anne Arundel County Survey Control Stations. The State Plane Coordinate System Datum shall be specified, (i.e.N.A.D. 27; N.A.D. 83; N.A.D. 83/91). Conventional traverses shall have a minimum closure ratio of 1:15000. GPS control points shall be established in accordance with the specifications and requirement of the Federal Geodetic Control Committee (F.G.C.C.) for using GPS relative positioning techniques as amended. All control points shall be referenced in detail on the Contract Drawings.
2. Vertical control for all projects shall be referenced to the National Geodetic Vertical Datum (NAVD) of 1929 or NAVD 1988 at the design professional's option. However, the design professional shall clearly indicate on all drawings which datum was used. Project benchmarks shall be of a permanent nature and shall be spaced at a maximum distance of 1000 linear feet. All project benchmarks shall be established by running through them as part of a closed vertical control loop. Benchmarks shall be clearly shown and referenced in detail on the Contract Drawings. A minimum of one (1) benchmark shall be shown on each plan sheet.
3. Survey baselines shall be extended for the full length of the project and extended to the anticipated limits of work. Baseline stationing shall be shown at every 50 linear feet, at control points, and all intersecting points. Station equalities shall be shown for all common intersecting control points

## **D. REQUIRED CROSS-SECTIONS, ELEVATIONS, AND PROFILES**

Cross-sections shall be taken at fifty-foot stations, and at intersecting roads, driveways, entrances, rivers, streams, and railroads. Cross-sections shall be at right angles or radial to the proposed alignment, and extend a minimum of 100 feet beyond the proposed right-of-way line each side and a minimum of 200 feet beyond anticipated project limits. The minimum distances shown herein should be extended accordingly in order to provide sufficient information to established profile grade lines beyond the actual project limits or to locate other topography or topographic relief, relative to the design or construction of the proposed improvements. Cross sections shall be plotted on standard cross-section sheets of a quality that will provide acceptable prints.

- (a) Cross-sections shall be taken at all stations where a centerline stake has been set. The maximum distance between consecutive rod readings is not to exceed twenty feet (20'). Elevations shall be taken at all breaks in terrain.
- (b) Cross-sections shall be taken at right angles to traverse lines and centerline tangents and radial to centerline curves using a standard Dumpy level (or its equivalent), cloth tapes, level rods, and hand levels.
- (c) Rod readings of elevations on cross-sections shall be taken to hundredths on hub and stake points, nails, top of rail on railroads, and hard road surfaces, and to tenths for all other elevations. Both top of stake and ground elevations shall be shown for centerline stations.
- (d) Cross sections on spur lines shall be taken as indicated by field conditions and design requirements.
- (e) The crown of existing roads shall be defined by taking rod readings at the centerline, road and shoulder edge, and bottom of ditch. It is important that the distance shown to the edge of road in the cross-section notes coincide with the distance as shown in the topography notes.
- (f) Elevations of all utilities shall be obtained where possible, including overhead wires and other clearance, and inverts of inlets, storm and sewer lines.
- (g) Where the centerline survey crosses roads, railroads, rivers and streams, a profile shall be taken. On proposed dual lane roads, a profile shall also be taken along the profile grade line of each lane parallel to the centerline survey.
- (h) Where drainage may be a problem, elevation of high-water marks shall be noted.
- (i) Soundings and water elevations, as well as bridge and box culvert inverts, shall be shown.
- (j) Judgment is to be exercised in clearing for obtaining cross



sections. Care is to be used to preserve shrubs, plants and trees in or adjacent to lawn areas. Trees of significant size are not to be felled.

## **E. METES AND BOUNDS SURVEYS**

### **a. Standards and Qualifications**

The metes and bounds surveys shall be made in accordance with accepted land surveying practices and County standards. They shall be performed under the supervision of a Land Surveyor or Property Line Surveyor registered in the State of Maryland.

### **b. Accuracy**

The accuracy of the metes and bounds survey shall be 1:15,000 or better.

### **c. Scope of Survey**

Surveys of all properties subject to purchase of right-of-way and/or easement shall be made sufficient for the correct preparation of metes and bounds plats for all such properties. These surveys shall be tied to centerline, base line of right-of-way or controlled traverse lines.

Spur lines shall be tied by use of the angular ties from the control.

### **d. Test Boring Stakeouts**

Unless instructed otherwise, the Consultant shall mark test borings in the field by a standard survey stake on land and by a weighted float on water. The field marker shall show the boring and the ground elevation at the stake or bottom and the surface elevation at the float to the nearest tenth, of a foot. Each test boring shall be recorded in the baseline survey at its proper baseline station. The boring number, offset distance and ground elevation at the boring (bottom and surface elevation at the float) shall be recorded.

The County shall be notified following completion of the stakeout.

### **e. Normal Right-of-Way Stakeouts**

- (1) All right-of-way and easement lines shall be staked in accordance with the metes and bounds plats prepared for the Project.
- (2) Following the recovery or reestablishment of centerline or base line of right-of-way, whichever applies, hub stakes, pipes or rebar shall be set opposite all PC's and PI's at all "breaks" in the right-

of-way lines, and at the intersection of right-of-way and property lines.

- (3) All other points along the right-of-way line shall be staked with flat stakes opposite the survey stations. In rural areas such stakes shall be set at one hundred-foot (100') intervals unless directed otherwise by the County.

In urban areas, stakes shall be set opposite all survey stations shown on the plat.

- (4) Easement lines shall be staked with flat stakes as described above.
- (5) All hub and flat stakes shall be marked by wooden laths and plastic flagging. Red flags shall be used for existing and proposed right-of-way lines.
- (6) Markings on all stakes shall conform with the County's standard procedure.
- (7) Right-of-way stakeouts shall be recorded in the centerline survey notebooks and indexed. The index shall show plat numbers used for stakeout.

**f. Placement of Property Line Markers or Monuments**

Such monuments and metal property line markers shall be three quarters inch (3/4") in diameter and twenty-four inches (24") in length and shall be placed in the ground at all lot corners, intersections of streets, the intersection of streets, and alleys with plat boundary lines, and at all points on street, alley and lot boundary lines where there is a change in direction or curvature.

## **SECTION IV: OPERATIONAL PRACTICES, PROJECT DEVELOPMENT**

### **A. PROJECT DEVELOPMENT**

#### **1. General**

Within this Specification is a Listing of Task Descriptions and Deliverables. It is intended that individual tasks when identified and assembled in a broader assignment will meet the Project's needs. While these tasks have been developed, as individual elements, it is the Consultant's responsibility to coordinate and develop these tasks into a cohesive Project. If important tasks or details are omitted, however; required to complete the effort, the County Project Manager should be notified.

#### **2. ENGINEERING STANDARDS**

The Consultant shall perform all engineering services in accordance with the standards, directives and instructions of, or adopted by the County.

#### **3. PROJECT PHASES**

Most Projects will include some or all of the following main Project phases but may include all items in Section 3.3 "TECHNICAL SPECIFICATIONS."

##### **a. Civil Engineering and Design Services for Capital Improvement Program Projects**

Feasibility and Alternatives Analysis Phase:

- Project Inventory and Assessment
- Site Assessment and Data Collection Scoping
- Concept Development (10%)
- Community Outreach and Coordination

Design Phase:

- Survey and Plats
- Right-of-Way Acquisition
- Environmental Assessment
- Geotechnical Analysis
- Permitting
- Utility Coordination
- Engineering and Design
- Contract Development
- Landscape Architecture

**b. Construction Administration, Management and Inspection Services and Other Required Maintenance Services**

Construction Support Construction Inspection

Construction Administration Construction Management

Flood Warning Maintenance System

**c. Environmental Engineering and NPDES Program Support**

Watershed Assessment

Water Quality Technical Specifications

Air Quality Technical Specifications

Chemical Monitoring

Biological Monitoring

Physical Stream Assessments

NPDES Support Services and Reporting

Not all Projects will require all services or phases. Specific efforts should be detailed in each individual Task Order Assignments.

**4. STANDARD PRACTICES**

- a) Refer to Section 3.3 “Technical Specifications” and Section I: “Purpose,” Item C: “Technical Standards.”
- b) Project Reviews: The Consultant shall submit to the County for review, the required Project Contract documents as identified in Section 3.3.
- c) Review Period: The Consultant shall provide the County thirty (30) calendar days to complete their review and return comments to the Consultants or as specified in the Task Order Assignment.
- d) Permits: The Consultant shall obtain, complete for County signature and submit all required applications for permit approval as identified in each individual Task Order Assignment. The Consultant shall be capable of responding to technical inquiries concerning the permit application and with the knowledge and consent of the County Project Manager work directly with the permitting agency to provide clarifications, resolve problems and facilitate execution of the requested permit.
- e) Fee in Lieu Options: On Projects that require environmental mitigation, the Consultants shall consider and advise the County on appropriate mitigation options including include a Fee in Lieu Option.

- f) Utility Coordination: The Consultant shall contact the utility companies and other authorities whose facilities could be affected by the proposed improvements and coordinate the locations of existing facilities, together with proposed changes. A formal transmission of Project plans to the utility companies shall be made at the thirty percent (30%), sixty five percent (65%) and subsequent submittals as required until Final Approvals from utility companies have been secured as part of the Final Construction Documents.
- g) Review Submittals to Other Agencies: The Consultant shall submit directly to the State Highway Administration, Department of Permitting Inspections and Enforcement (DPIE), WSSC, MDE, US Army Corp of Engineers, and or other reviewing or partnering agency with a copy of the transmittal letter to the County. In many cases these agencies will transmit comments directly back to the Consultant with a copy to the County. Permit fees shall be provided by the Consultant under the Task Order assignment and shall be fully compensated by the County.
- h) Construction: Refer to Section V, “Operational Practices, Construction.”

## **SECTION V: OPERATIONAL PRACTICES, CONSTRUCTION**

### **A. PURPOSE**

The purpose of this Section of the Specifications is to describe the Scope of Work required of a Consultant when construction management, administration or inspection services are required.

#### **1. General**

Within this Specification is a Listing of Task Descriptions and Deliverables. It is expected that individual tasks when identified and assembled in a broader assignment shall meet the Project's needs. While these tasks have been developed as individual elements, it is the Consultant's responsibility to coordinate and develop the tasks into a cohesive Project. The County Project Manager shall be notified if important tasks or details are altered or omitted and are required to complete the effort.

#### **2. Construction Standards**

Most Prince George's County construction Projects shall be implemented utilizing the Prince George's County Department of the Environment Stormwater Management Standards and Specifications. The Consultant shall verify for each Project which specifications and standards apply.

The Consultant is also referred to the Maryland State Highway Administration's Office of Construction Directives. While many of the specific references as to staff, forms or State Highway Administration practices are not applicable, these directives provide excellent guidelines for construction inspection and administration practices.

Following award and prior to assignment of a Construction Inspector under this Contract, a kick-off meeting shall be held with representatives of the Consultant firm and Prince George's County.

The purpose of the kick-off meeting shall be to issue a Contract Notice to Proceed, review Construction Inspector approval processes, invoicing, administrative issues, and Contract expectations.

No work shall be performed unless a valid Contract, Notice to Proceed or Change Order has been received by the Consultant.

The Consultant shall submit to the County a roster of all personnel contemplated to be assigned to the Project together with a detailed resume respecting the education and experience qualifications of each individual included on the roster. No personnel shall be assigned to the Project by the Consultant until their

qualifications have been reviewed and approved by the County.

The Consultant shall provide a Project Manager who shall be the principal contact person responsible for the management, administration, performance of Consultant's staff and coordination of the services for each designated Project. The Project Manager is also expected to ensure that each Inspector is provided with all necessary inspection, testing and safety equipment and shall coordinate with County personnel to ensure the requirements of the Project are met. The Consultant Project Manager must be readily available and shall interact with county personnel formally and informally as deemed necessary.

The County shall assign an employee as Project Manager for the Project, who shall be the agent of the County in monitoring and assuring full and competent performance of the work by the Consultant. The Consultant shall report to said Project Manager.

Controversial issues involving the Contractor shall be discussed by the Consultant and the County Project Manager, and the agreed upon course of action transmitted to the Contractor by the Consultant. The County Project Manager, however, shall be available for field conferences respecting such controversial issues.

In the event the County Project Manager discovers an activity by the Contractor needing correction, he/she shall contact the Consultant who shall issue the necessary orders for correction action in coordination and consultation with the County Project Manager. However, if the matter requires immediate attention, the County Project Manager shall issue the necessary orders and so notify the Consultant. Adherence to this procedure is essential to preclude conflicting orders to the Contractor.

All verbal and written (letters & emails) communications between the Consultant and the Contractor shall be copied to the County's Project Manager. All written correspondence from the Consultant's representative to the Contractor concerning controversial issues shall be discussed with the County Project Manager prior to contacting the contractor.

The Consultant Project Manager shall:

- a. Meet with the County on a monthly basis to assess the quality of the current performance.
- b. Meet with each Construction Inspector on a periodic basis to assess performance, equipment requirements, and Project status.
- c. Provide Contract administrative procedures such as internal Project management, invoicing, and collections.

- d. Identify personnel for future assignments by coordinating with other internal Project Managers, and by processing and interviewing outside candidates.

Written notice shall be given to Prince George's County, at least two (2) weeks in advance, if possible, requesting a change in personnel explaining why the change is necessary.

## **B. PROSECUTION OF THE WORK**

1. The Consultant shall refer to each individual Project scoping and Task listing for specific efforts required for each assignment.
2. The Consultant shall be advised of the official notice of award of the construction contract to the Construction Contractor and shall be prepared to place personnel at the disposition of the County within ten (10) days thereof, provided however, that no personnel shall be assigned to the Project until authorized by the County, normally following the issuance by the County to the Construction Contractor of a Notice to Proceed with the work.
3. Construction engineering and inspection shall be conducted by the Consultant at all times while the Construction Contractor is working under the direction of the County. If the Construction Contract is shut down, engineering and inspection will also be adjusted to correspond with the type of cessation of work, either a complete shut down or a partial shut down.
4. The Consultant shall remain at the call of the County for conferences, negotiations and preparation of closing documents after the acceptance of the construction contract and until final payment has been made to the Construction Contractor. It is not intended that the Consultant shall have a full-time staff during this period, but in the event that questions and claims concerning the completed work arise, the Consultant shall be called in for explanation, interpretation and recommendations.
5. Any individual assigned to a specific construction Project by the Consultant as a construction inspector and as approved by the County, shall remain on the Project for the duration of the required services. If a change in inspection personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
  - a. The Consultant shall be aware that the County expects office support, surveyors, inspection personnel, drafters and their supervisors to be knowledgeable and well instructed for their tasks. The County shall continuously review the performance and qualifications of the Consultant's personnel assigned to this work. If performance or qualifications are determined to be unsatisfactory by the County, these



individuals will be removed from the Project assignment without recourse on the part of the Consultant.

- b. All Construction Inspectors and materials testing technicians on County Projects are required to complete a Prince Georges County timesheet. No payment for these services will be made without an approved timesheet.

## **C. CONSTRUCTION SAFETY**

The Consultant shall report and/or mitigate any observed or potentially hazardous situation. This includes, but is not limited to job site safety, hazardous spills, electrocution potential, confined space and hazards to pedestrians and traffic.

It is not the intent that the Consultant be the job site safety officer, but to enforce the belief that we all share in the responsibility for the conduct of a safe Project.

All Consultant staff assigned to the construction site shall be trained in trench safety, confined space entry and work zone (traffic) practices.

Technicians using nuclear density gauges must be trained in the proper handling, transporting, use and accident response procedures.

## **D. CONSTRUCTION INSPECTION SERVICES**

Construction Inspection includes a wide range of inspections, tests, measurements, observations and verifications of a Contractor, materials, methods, and workmanship to ensure delivery of the planned Project in conformance with the approved plans, specifications, submittals and the direction of the County.

### **1. Inspection Duties**

- a. Inspect the materials and installation methods in accordance with the approved plans and specifications. Verify that only approved materials are utilized.
- b. Attend the pre-construction conference, progress meetings, and all other applicable meetings (i.e., County office and field meetings) as directed.
- c. Compare approved shop drawings and submittals with materials actually being incorporated in the work.
- d. Review and make recommendations to the County on acceptance or rejection of tests.

- e. Prepare concrete cylinders, perform slump and air entrainment tests as required by the specifications, project needs or as directed.
- f. Conduct a semi-final inspection of the work performed and prepare a detailed punch list of all items requiring corrective work.
- g. The Construction Inspector shall inspect and enforce sediment erosion control provisions and requirements as per approved plans and enforce stabilization and site clean- up requirements.
- h. The Construction Inspector shall enforce the use of approved traffic control plans and ensure that no work takes place until an approved traffic control plan has been provided.
- i. The Construction Inspector shall monitor the condition of all excavations, subsurface conditions and backfill. The consultant inspector shall complete Inspection Daily Reports (IDRs) as per detailed in this section item E.1.
- j. The Construction Inspector shall have in their possession the following equipment and supplies, furnished by the Consultant, unless otherwise noted:
  - (1) Project drawings, specifications, approved shop drawings and certifications.
  - (2) Hard hat with "Inspector" on front and individual's name on back to be worn at all times. Hardhat to meet County requirements.
  - (3) Safety vest
  - (4) Steel toed safety shoes to be worn at all times
  - (5) Goggles, as necessary
  - (6) Equipment for confined space, when required
  - (7) Inspector's Daily Report
  - (8) Engineer's Rule/Scale
  - (9) Pen, pencil
  - (10) One hundred foot (100') tape
  - (11) Level, minimum of three feet (3')

- (12) Six foot (6') folding rule or tape measure
- (13) Flashing Strobe light
- (14) Handheld Flashlights

## **2. Communication**

All Construction Inspectors shall have a working cellular phone at all times during working hours, and have the following phone numbers, at a minimum, immediately available:

- a. County Contact (County project manager or his/her designee)
- b. Contractor/subcontractor Contact (Contractor Project Manager & Foreman)
- c. Consultant Contact or his/her designee
- d. Miss Utility
- e. Emergency Numbers such as Fire, Police, Rescue, etc.
- f. Maryland Department of the Environment Contact

## **3. Material Testing Duties**

The Consultant shall refer to the construction plans and specifications for the specific construction Project for direction as to material sampling and testing frequencies.

It is the Consultant's responsibility to make sure that sufficient materials testing is performed to ensure a thorough verification and documentation that the correct materials are incorporated into the work.

Only approved materials shall be used on the Project.

- a. Fabrication Plant Inspection

The Consultant shall conduct a site inspection of the fabrication plant and of the specific material or item planned for inclusion in the County's Project. The Consultant shall review:

- (1) Quality Control and Quality Assurance Practices
- (2) Fabrication and Processing Operations
- (3) Physical Inspection of the Materials to be incorporated into the County's Project for conformance with the plans, specifications and approved shop plans or submittals.

Based on these reviews, the Consultant shall provide a written

inspection report and recommendation for approval or rejection of the identified item.

b. Batch Plant Inspection

(1) Concrete Plant

The Consultant shall review the supplier's quality control and quality assurance practices. The Consultant shall through independent inspection, direct observation or review of the supplier's records and perform the following quality assurance assessments:

- (a) Gradation of Aggregate
- (b) Moisture Contents
- (c) Portland Cement Type
- (d) Proper Measurement and Batching of Loads
- (e) Proper Materials Used

(2) Asphalt Plant

The Consultant shall review the supplier's quality control and quality assurance practices. The Consultant shall through independent inspection, direct observation or review of the supplier's records and perform the following quality assurance assessments:

- (a) Gradation of Aggregate
- (b) Proper Asphalt Type
- (c) Temperatures
- (d) Additives
- (e) Proper Measurement and Batching of Loads

c. Materials Testing Laboratory

Only Maryland State Highway Administration and AASHTO approved material testing facilities may be used to certify the designated material (soil, concrete, asphalt) as appropriate.

All materials testing shall be performed in accordance with the corresponding ASTM or AASHTO Material Testing procedures.

The County may inspect or observe testing performed at any Consultant testing laboratory.

d. Field Materials Testing

A complete set of soil testing equipment shall be maintained on site at all times while earthwork activities such as filling operations and roadway subgrade preparation, and the backfilling of structures and trenches are in progress. This equipment shall include the following as a minimum:

- (1) Four inch (4") diameter proctor mold with removal base and collar
- (2) Ten (10) pound proctor compaction hammer with an eighteen inch (18") drop
- (3) No. 4 sieve
- (4) Metal strike off bar
- (5) Hand tools for scooping and digging
- (6) Digging bar
- (7) Scales: Triple beam balance and platform scale
- (8) Field stove for drying material supplies
- (9) Sand cone equipment for compaction testing
- (10) Lock level to check grades

e. A nuclear density gauge shall be provided by the Consultant for on-site testing during filling and backfilling operations.

f. During asphalt paving:

- (1) Asphalt thermometer
- (2) Calibrated nuclear density gauge

g. During concrete placement

- (1) Cylinder molds
- (2) Concrete scoop, rod
- (3) Slump cone
- (4) Air meter

## **E. CONSTRUCTION ADMINISTRATION SERVICES**

Construction administration includes a variety of financial bookkeeping, Project record keeping and documentation effort necessary to ensure compliance with the Contract's technical, performance, payment and legal requirements.

### **1. Project Record Keeping**

The Inspector shall prepare daily construction reports. These shall be logged and kept neat and orderly manner.

The Inspector shall keep accurate, complete, and detailed records of the executed construction. The Construction inspector's daily records will be signed and dated by the personnel who witnesses the work and/or the measured quantities and a copy shall be provided to the Contractor daily. All record computations and original documentation shall be kept in such a manner that they may be referred to at any time. All computations and sketches shall be signed and dated.

The Inspector shall maintain sketch sheets and item ledger sheets (in loose leaf binder) of all pay items and changes from the designated plans and maintain a marked set of prints using a red pencil indicating all such changes. Survey books or project specific diaries are to be maintained and provided by the Consultant and turned over the County at Project completion.

The Inspector shall maintain an inventory of material samples and certifications in accordance with the specifications, as applicable. These shall be logged and kept in a neat, orderly manner.

All project records shall be maintained on a continuous and timely basis as the work is being performed.

### **2. Financial Bookkeeping**

It is the Consultant's responsibility to ensure accurate tracking and billing of Project costs.

The Consultant shall monitor the use of quantities of the items being incorporated into the Contract and shall advise the County and the contractor in advance of any need to increase any line item quantity or finding.

To aid in a smooth processing of Contractor invoices, the Consultant shall meet with the Contractor prior to the submittal to the County of any invoice in order to review the proposed billings. The Consultant shall work with the Contractor to develop an equitable cost to be billed. The Consultant shall review the proposed billing in comparison with Project records and the Contract provisions for stored materials, retainage, lump sum items, etc.

When an equitable agreement on the invoice is reached, the Consultant shall certify the invoice.

When required, the Consultant shall prepare a draft change order utilizing the County's standard format and forward to the County for final preparation.

A Standard Invoice for Construction and a standard Change Order are included with these specifications.

### 3. **Project Documentation**

The Consultant shall document Project events and conditions through the use of pre- and post- construction videos, Project drawings, progress photos and as-built drawings.

#### a. Pre & Post- Construction Photos and Videos

If videotaping of a planned construction is required, this will be done prior to the start of the construction. The Consultant shall provide the County with recordings along the alignment of construction, both before and after construction and any specific construction problems encountered during the progress of the work. Each recording shall be made using a sound recording camera, equipped with a built-in title keyboard and calendar/clock feature, for programming the title of the Project, the capital Project number, time and date into each recording. Each recording made shall be accompanied by a descriptive verbal narration of the subject being recorded. The Consultant will be directed by the County as to which Project requires pre-construction documentation. The Consultant will be directed by the County as to which Projects require videotaping.

Both the pre- and post-construction videos shall be submitted within one

(1) week from the time they have been taken with the proper identification for each. Recorded Videos shall become the property of the County.

#### b. Tasks to be provided by the Consultant will include, but shall not be limited to, the following:

- (1) When buildings are located along the alignment of construction and are close enough to be affected by the work, or otherwise required by the specification, the Consultant shall:

- (a) Provide close up recordings of the building's foundation, including areas adjacent to right of way work.
  - (b) Provide a descriptive narrative of each property's condition and identify each property by house number. Special attention shall be given to driveway entrances, mailboxes, ornate trees, gardens, etc.
  - (c) Measure and record the distance from the location of possible heavy construction equipment path/operation to the nearest building that is susceptible to vibration generated by the heavy equipment.
- c. When utility companies' easements are along or within the alignment of construction, the Consultant shall:
  - (1) Provide close up recordings of each utility and identify their location in accordance with the construction stakeout from left, right and centerline of construction.
  - (2) Provide a descriptive narrative of each visible utility condition prior to construction.
- d. When the proposed construction is along or within the public rights of way, the Consultant shall:
  - (1) Provide close up recordings of all existing information signs, water and sewer manholes and meters.
  - (2) Provide close up recordings of all existing storm drain appurtenances, such as manholes, end walls, head walls, riprap structures and outfalls.
  - (3) Identify and give location for each recording above in accordance with the stakeout construction from left, right and centerlines of construction, provide a descriptive narrative for each recording and state the condition prior to construction.
- e. When the proposed construction is along streams, the Consultant shall:
  - (1) Provide close up recordings of the stream and its surroundings at left, right and centerlines of the stakeout construction and provide a descriptive narrative of the conditions prior to construction.
- f. When the alignment of construction is in open fields, shorelines or wooded areas, the Consultant shall:



- (1) Provide close up recordings of all adjacent properties, rights of way, easements, property monuments, etc., and describe their locations in reference to the construction stakeout at left, right and centerlines of construction.
- (2) Provide a descriptive narrative for each recording describing the condition prior to construction.

g. When the alignment of construction is along paved surfaces, the Consultant shall:

- (1) Provide close-up recordings of the paved surfaces and provide a descriptive narrative describing the condition prior to construction.

h. Post-Construction Video

The post construction video shall incorporate all features documented with the pre-construction video as well as all tie in with existing properties and outfalls.

The post construction video shall also feature the finished construction, including all structures, landscaping, significant detail or area of construction difficulty.

The post construction video shall be taken within three (3) months of final acceptance and without obstruction (i.e., no snow, cover, etc.).

The Consultant shall maintain a daily Project diary for the purpose of documenting daily site conditions and activity. This record should include information on the weather, site conditions, work in progress, visitors, problems, solutions, discussions and events that occur.

i. Progress Photos

The Construction Inspector shall have in his/her possession at all times on site a digital camera (or 35 mm) with date stamp, capable of providing photographs to record normal daily progress of the work and record and identify damage to problem areas, as necessary. All photos shall become the property of the County at the end of construction. All photos shall be documented in ink with the following information:

- (1) Project title and Contract No.
- (2) Location (Stationing of fifty feet (50") left, right, and centerline)
- (3) Date
- (4) Initials of photographer

j. As-Built Plans

The Consultant shall maintain one (1) complete set of Contract drawings in the Project field office on which he/she shall keep current all changes and “as-built” conditions. Further, the Consultant shall submit one (1) set of Contract drawings, reflecting all “as-built” conditions to the County upon completion of the Project concurrently with the submission of the material certifications and final quantities required.

k. Establish/Re-Establish Property Line Monument

New property line monuments shall be installed whenever existing monuments are destroyed by the construction, relocated because of right of way acquisition or agreed to by the County.

l. Video Pipe Inspection

The Consultant shall be capable of performing televised inspections on active six inch (6”) through thirty-three inch (33”) pipes. The pipeline materials may include reinforced and non-reinforced concrete, coated and uncoated corrugated metal pipe, polyvinyl chloride (PVC), and a high density polyethylene (HDPE).

The Consultant’s system shall be capable of televising and recording to VHS video piping up to a maximum length of three hundred feet (300”). This does not include the distance the Contractor may have to extend any lines or equipment to reach the entry point of the facility.

The Consultant shall perform the inspections using televising equipment specifically designed for underground pipeline inspections. The camera unit shall be mounted on a remote control transporter unit; self-propelled which uses a single entry point. The Consultant shall have the capability for televised inspection with entry from both an open outfall end section or from a manhole access point.

The Consultant shall be capable of television inspection of off-road locations as well as being able to clear access to pond outfall for inspection purposes.

The Contractor shall inspect and video the full circumference of every joint and the following details for each televised inspection:

- (a) Clear and unobstructed flow
- (b) Consistency of slope, i.e., identify any sags in the line which allow standing water

- (c) Separations
- (d) Misalignments
- (e) Structural damage
- (f) Weeping/Seeping
- (g) Infiltration of soils
- (h) Root intrusions
- (i) Material type and condition

The Contractor shall record the entire video segment and provide audio commentary at the beginning of each segment, which states the description, location and specific information about the element being inspected (size, material, direction of travel). The footage shall be clearly displayed on the tape and audio descriptions with footage shall be made at each deficiency and at all connections. The Contractor shall fill out log sheets.

The Contractor shall identify and log distance to all joints and observed deficiencies or key details. These must be recorded on both the video tape and log sheets with distances from point of entry.

The Consultant shall provide to the County within thirty (30) days after completion of the inspection, a detailed written summary of the inspection. The summary shall contain the following parts:

- (a) Title sheet, providing a description of the pipe being inspected, Project name, date of inspection, total linear footage inspected, and name of inspection contractor;
- (b) Summary sheet, describing the weather conditions and briefly stating any abnormalities found during the inspection;
- (c) Televised log sheets to be provided for each televised line segment;
- (d) One (1) video for the full inspection.

## **F. CONSTRUCTION MANAGEMENT SERVICES**

Construction Management involves a proactive effort under a defined but delegated authority from the County to direct work, investigate and resolve problems.

In these services, the Consultant has the capacity to coordinate with the designated Contractor, utility company, resident and other agencies to facilitate a successful delivery of the Project. The consultant ultimate goal should be to deliver assigned project per approved construction schedule and within budget.

While the Consultant often has great freedom to resolve problems, the Consultant does not have the legal authority to commit County funds, resources or enter into any argument on behalf of the County.

## **SECTION VI: DOCUMENT PREPARATION STANDARDS**

### **A. DOCUMENT PREPARATION STANDARDS**

#### **1. Purpose**

To provide uniform development and presentation of the contract documents. These include plans, specifications, cost estimates, right of way plats and as-built drawings.

### **B. General**

The standardization of contract documents is a critical element in both quality control and quality assurance efforts in the preparation of these documents. This practice allows for improved development, identification and review of the documents.

### **C. PLANS**

#### **1. General**

##### **a. Title Sheet**

The Title Sheet (required if the Project has three (3) or more plan and profile sheets, 24" x 36", which shall show the complete layout of the Project, including construction baseline identifying the limits of work, to a scale of one inch equals one mile or one inch equals two thousand feet (1" = 1 mile or 1" = 2,000'), whichever is most appropriate to the Project. The Title Sheet shall also include Contract numbers, CP Number, and descriptions, appropriate signatures, an index of sheets, conventional symbols, soil legend, scale, BMP Summary Table (for Water Quality Projects), and list of all required permits.

The Title Sheet shall contain the seal and signature of the Professional Engineer, registered in the State of Maryland, who supervised the preparation of the plans.

The Title Sheet shall also contain the necessary County signatures.

### **B. UTILITIES**

Plans shall show, in both plan and elevation views, existing and proposed utilities both above and below ground (with identifying number and name of Owner) such as poles, transmission towers, water, oil, electric, gas, sanitary sewers, pipe lines or conduits, meters, fire hydrants, manholes, valves, and all other appurtenances connected therewith.

Indicate all the utility information obtained from utility companies, etc., on the detailed Contract drawings. The necessary plans for changes to the utilities as prepared by the utility owners, as well as agreements and work schedules, shall be coordinated by the Consultant and included in the plans and special provisions.

**C. PLAN SIZE**

All construction plans shall be 24" x 36" in size unless approved otherwise. All "original" drawings shall be ink on Mylar or other reproducible and permanent media.

**D. LETTERING**

The size of all lettering and dimensioning shall be a minimum height of one eighth inch (1/8") and the spacing between lines shall be a minimum of one sixteenth inch (1/16"). All lettering shall be capable of fifty percent (50%) reduction without loss of legibility.

**E. CADD SUBMISSIONS**

Project CADD plans shall be submitted to the Project Manager at the Design Phase completion or other milestones as requested by the County.

**F. ORDER OF PLANS**

- (1) Title Sheet
- (2) General Notes
- (3) Survey Geometrics Layout Sheet for Construction
- (4) Existing Condition Survey
- (5) Site Grading and Profile
- (6) Cross Sections
- (7) Pipe and Structures Schedule
- (8) Drainage Area Map
- (9) Storm Water Management
- (10) Sediment and Erosion Control
- (11) Landscaping
- (12) Soil Borings and Test Pits
- (13) Maintenance of Traffic
  - (a) Signage and Marking
  - (b) Traffic Phasing Plan

All drawings must be coordinated. While it may not be appropriate to show all details on all sheets, the Consultant must show details from other activities that are critical to the coordination of the principal activity of the plan sheet.

**D. CONTRACT SPECIFICATIONS**

**1. General**

Refer to the Technical Standards portion of these Specifications.

The complete Contract document includes the plans and a bound text referred to as the "Contract." This "Contract" book includes the:

- a. Part I Instructions to Bidders
- b. Part II General Terms and Conditions
- c. Part II-A Prevailing Wages
- d. Part III Forms
- e. Part IV Special Provisions
- f. Part IV Appendices
  - 1. Prince George's County Section II, Technical Specifications
  - 2. WSSC Special Provisions
  - 3. Standard Details
- g. Part V Bid Package

The Consultant is responsible for developing the Special Provisions, Bid Item sheets and providing required technical inserts.

## 2. **BID ITEM SHEETS**

The Consultant shall prepare Bid Item sheets in a format provided by the County. The Bid Item sheet shall include bid item number, the SHA Category Code Number, description, quantity, unit of measure and payment.

Bid item numbers will be organized as follows:

- a. 1000 Mobilization, Maintenance of Traffic, Preliminary
- b. 2000 Earthwork and Excavation
- c. 3000 Drainage and Sediment and Erosion Control
- d. 4000 Structures and Foundation
- e. 5000 Pavement
- f. 6000 Curb, Gutters, Sidewalks
- g. 7000 Landscaping
- h. 8000 Traffic Signals, Lighting Utility Relocation

**TASK DESCRIPTIONS AND  
DELIVERABLES  
TASK LIST SCOPING WORKSHEET**

**Attachment #19**



## **TASK DESCRIPTIONS AND DELIVERABLES**

Each task order/project objective is individual and no two necessarily alike. To provide for clarity and uniform delivery of professional engineering services, the following listing of individual tasks, description of services and required deliverables have been developed. The intent is that these individual tasks when identified and assembled in a broader assignment will provide a guideline to the Consultant as well as a sense of the County's expectations and the measurable deliverables due.

Individual task order/project objective may contain some, few, or most of the task descriptions provided below as part of its overall scope of work and incorporated within the Consultant's proposal. The Consultant is responsible for formulating a proposal that will meet the individual task order/project objectives in an efficient and cost-effective manner. During proposal development and scoping meeting discussions with the County Project Manager, an agreement shall be reached on the tasks/scope of work required and to be performed. The Consultant shall identify such tasks within his/her proposal for individual task order/project objectives.

This description of tasks is intended to provide clear, but summary narratives. The Consultant should refer to the Prince George's County Specifications for Consultant Services, General Conditions for Consultant Services as well as the specific Construction Contract, Design Standards or prevailing technical specifications for specific performance or technical direction.

### **A. Preliminary Engineering and/or Feasibility and Alternatives Analysis**

#### **1. Project Objectives and Limits**

The Consultant shall be able to clearly state the planned objectives of the project. The recommended project limits should be identified. These limits should be both logical and practical.

Deliverable: Statement of findings and impacts on task order/project objectives.

#### **2. Infrastructure Inventory and Assessment**

The consultant shall obtain existing inventory information and conduct a visual inspection and documentation of the existing site conditions and appurtenances. This could include roadways, natural resources, floodplains, wetlands, tree impacts, utilities, existing drainage systems, etc.

Deliverable: Plan format of existing site conditions.

### 3. Collect and Assemble GIS and CADD Files

The Consultant shall collect and assemble in a usable format all existing GIS and CADD files for the purpose of generating a baseline document for project development. Anticipated files will include: Geospatial Data and Imagery, Topography, Watershed Boundaries, Drainage and Stream Channels, Utilities, Right of Way and existing Roadways and Infrastructure.

Deliverables: Plan Format of Existing Site Conditions

### 4. Right of Way

The Consultant shall obtain and review existing land records to determine the limits of the existing county owned right of way and existing easements within the project limits.

Deliverable: Plan of existing Right of Way and/ or Easements.  
Statement of findings and impacts on task order/project objectives.

### 5. Cultural Resources

The Consultant shall research, and field verify the potential existence/ impact to historic, cultural and scenic roadway sites.

Deliverable: Statement of findings and impacts on task order/project objectives.

### 6. Flooding and Drainage

The Consultant shall research and field verify the flooding potential or drainage issues with the site.

Deliverable: Statement of findings and impacts on task order/project objectives

### 7. Stream Channel Degradation

The Consultant shall conduct a preliminary field inspection of any existing natural channels and waterways to identify areas of erosion, slope instability, increased scour, undercutting or other recent changes in the natural waterway.

Deliverable: Statement of findings and impacts on task order/project objectives.

#### 8. Forest Conservation/Natural Resources Inventory

A determination shall be made during proposal stage on the need for Natural Resources Inventory (NRI) Plan or Tree Conservation Plan and/or waiver request and accounted for accordingly. The consultant shall delineate and document existing stands of trees that may be impacted by the planned project.

Deliverable: NRI Plan, Tree Conservation Plan or waiver approval.

#### 9. Wetlands

A determination shall be made during proposal stage if wetlands will be or likely will be impacted as a result of task order/project objectives. A wetland delineation may be required for this determination. Based on this, Joint Corps of Engineers/MDE permit application/approval may be needed. Proposal shall account for accordingly.

Deliverable: Wetland delineation, project impacts, Joint permit application and approval.

#### 10. Known Pollution Issues

A determination shall be made during proposal stage on the need to for MDE NPDES permit and/or a "Phase I" environmental Assessment and accounted for accordingly.

Deliverable: Assessment and approval as required.

#### 11. Pedestrian, Bicycle and Other Community Issues

The Consultant shall conduct a visual survey of the community surrounding the project limits as to the existence of schools, parks, residential neighborhoods, shopping and the need for sidewalks, bicycle lanes (in road or pathway), on street parking or other specific amenity.

Deliverable: Statement of findings and impacts on task order/project objectives.

#### 12. Landscaping

The Consultant shall conduct a visual survey analysis of the existing landscaping features and assess beautification opportunity as part of the task order/project objectives.

Deliverable: Statement of findings and impacts on task order/project objectives.

### 13. Preliminary Engineering Surveys

The Consultant shall conduct necessary field surveys to obtain and/or verify existing grades, utilities, drainage paths, alignments or the placement of important existing infrastructure to meet task order/project objectives.

Deliverables: Plan of Existing Conditions and Survey

### 14. Preliminary Hydrology

The Consultant shall identify all existing drainage areas and compute the two (2), ten (10), twenty-five (25) and one hundred (100) year discharge volumes at predetermined and critical points. This information needs to be accurate enough to perform the structural hydraulic computations, identify the need for storm water management and/or identify flood water levels described elsewhere in these standards as part of the preliminary engineering effort. This effort is not intended to extend to detail required for storm drainage design. The Consultant shall use HEC II, HEC RAS or other approved hydrologic modeling software.

Deliverable: Written Report

### 15. Preliminary Hydraulics

The Consultant shall perform the hydraulic evaluation of existing and planned culverts, bridges or other waterways for the purpose of determining preliminary sizing and/or discharge impacts. The Consultant may be required under this effort to compute "bank full" or other stream channel capacity computation.

Deliverable: Written Report

### 16. Preliminary Cost Estimates

The Consultant shall prepare a preliminary cost estimate based on recommended design elements.

Deliverable: Preliminary Cost Estimate

### 17. Preliminary Drainage and Stormwater Alternatives

The Consultant shall develop preliminary drainage system layout and outfall alternatives along with preliminary stormwater management facility identification. This should be based on the Preliminary Hydrology above.

Deliverable: Preliminary Drainage and Stormwater Management Plan with Computations

#### 18. Feasibility and Alternatives Analysis Report

In cases where the approach, or best approach, to fulfill project objectives is not easily determined, additional information may need to be gathered and analyzed before proceeding to next design phase. Information and data needed to determine comprehensive extent of problem and feasible, cost effective, constructible and permittable alternatives to fulfill task order/project objectives needs to be identified, obtained and assessed.

Deliverable: Feasibility and Alternatives Analysis Report summarizing problem, extent of problem, possible cures, problems, issues, utility considerations, right of way considerations, permitting, analysis undertaken, constructible, permittable and cost effective alternatives considered and recommended solution and/or course of action to be taken.

### **B. Community Outreach and Coordination**

#### 1. Focus Groups

The Consultant shall organize and run focus group meetings with community groups, stake holders etc. to discuss particular issues related to the project.

Deliverable: Written Report

#### 2. Community Meetings/Events Facilitator

The Consultant shall act as the facilitator of a community gathering on Transportation or Transitioning Neighborhoods Initiative projects. This could include public meetings, hearings, groundbreakings, ribbon cuttings or other public outreach events. Efforts could include registration of attendees, providing, setting up, take down and removal of chairs, tables, tents, podiums, sound systems and/or refreshments.

Deliverable: The Event

3. Transcripts/Minutes/Input and Summation

The Consultant shall record and transcript in a format to be defined the comments, presentation and/or testimony of a meeting or event. This task also includes the collection and summation of public comments following a public presentation. The Summation should include information on number of responses, breakdown on answers, location of respondents and other key information.

Deliverable: Written Record and Report

4. Public Display

The Consultant shall develop and prepare display boards/drawings or other graphic information for public viewing and comment. These displays should be of a sufficient scale and with critical information identified to allow for clear understanding by the general public. The Consultant shall typically provide displays of the project plan and cross sections for each alternative being discussed. Additional informational displays may be required. Multiple displays may be required to accommodate audience needs. The Consultant shall also provide for the mounting or support of the displays.

Deliverable: Displays

5. Speaking Points/Power Point Presentation

The Consultant shall develop and prepare Speaking Points, the Text of a Speech and/or a Power Point presentation to be given at a public meeting, presentation or other gathering as directed by the County.

Deliverable: Written Copy and the Document in Electronic Format.

6. Public Presentation

The Consultant shall give a public presentation of a planned project or status of an existing project to a community group as part of an informational meeting or hearing. Development of displays and/or other presentation materials shall be included as other tasks. This task is for making the presentation and answering questions. This does not include standard project review meetings or presentations with review agencies.

Deliverable: Public Presentation

7. Newsletter

The Consultant shall develop and distribute a multi-colored informational newsletter to a predefined portion of the community. The Consultant will be responsible for developing the text, proof reading, editing, all design, artwork, composition and printing services. The Consultant shall also generate a database of target recipients along with current mailing addresses. The Consultant shall provide all address labels or routing information as well as distribution via the United States Postal Service or other approved distribution system.

Deliverable: Newsletter and Confirmation of Bulk Distribution

8. Websites or SharePoint sites

The Consultant shall develop, make arrangements for hosting and maintain a Website or a SharePoint site that shall be used in conjunction with a Prince George's County project. This website could be utilized as a part of a community outreach effort for the Project serve as a venue for project status or as a broader project management tool. This website should be self-supporting, but linkable to other County and Department sites.

Deliverable: An Ongoing Website or SharePoint Site.

**C. Design Phase Services**

1. Plats and Surveys

The consultant shall provide required notice prior to entering private property.

a. Establish Traverse and Controls

The Consultant shall establish in the field all necessary control references. These controls shall be tied into the recorded "monuments" and/or recognized references (USGS Benchmarks, etc.).

Deliverable: Field Survey with Markings and Plot of Traverse Points and Descriptions on Site Plan

b. Design Survey/Cross Sections

The Consultant shall perform a cross sectional survey to establish the horizontal profile. The lateral offset from a defined baseline shall be established as well as the frequency of the cross sections.

Deliverables: Plot of Cross Sections by Station

c. Design Survey/Topographic

The Consultant shall perform a topographic survey when design and terrain requirements exceed the horizontal profile information that can be obtained from the cross sections. Examples could include stockpiles, drainage area mapping, property descriptions or grade information on existing improvements, and if justified for earthwork calculations.

Deliverables: Plan of Existing Conditions and Survey

d. Metes and Bounds Survey and Stakeout

The Consultant shall perform a Metes and Bounds Survey of a property. This survey may be required of an existing property or planned acquisition as well as for any condemnation or as required for a Board of Property Review.

All property corners and breaks in line shall be identified. It should be clarified if temporary (stakes) or permanent (pins) makers are to be used. Preparation of survey and the plan shall be in accordance with appropriate survey standards.

Deliverables: A Legally Recordable Plan and Field Stakeout, if requested.

e. Normal Right of Way or Easements Stakeouts

The Consultant shall perform field stakeout along the planned improvements as identified on the Metes and Bounds Right of Way Plans.

Deliverable: Field Stake Out, Survey Notes and Plots



f. Centerline Stakeout

The Consultant shall establish field centerline and all required horizontal reference points to include but not limited to centerline, PC, PT, PI, curve and spiral layouts, etc. This includes field survey for spur lines, driveways or other intersecting access points.

Deliverable: Field Survey with appropriate survey control points and descriptions.

g. Cut Sheets

The Consultant shall provide cross sections of the project showing the existing grade and proposed limits of planned excavation for roadway construction. Utility cut sheets will show the existing grade and proposed utility inverts, including trench depth for water, sewer, storm drain, stormwater features, or other planned utility installation. The cut sheets should include information on the volume and classification of proposed excavation as well as any potential conflicts. Cut sheets/sections should be taken at the start and end of the planned excavation as well as at stations along the roadway, utility or other planned excavation.

Deliverable: Cross Sections and/or Equivalent Tabular

h. Grade Stake Out

The Consultant shall field locate and provide grade stakes to indicate depths of cut or fill from existing grade. The location and frequency of the stake out will depend on the operations being performed. This is typically a contractor's responsibility.

Deliverable: Field Stake Out, Survey Notes and Plots.

i. Test Hole Stakeout

The Consultant shall field locate the planned locations for Test Holes from a test hole plan.

Deliverable: Field Stake Out and Test Hole Plan

j. Metes and Bounds Right of Way Plats

The Consultant shall research and verify the legal description of the existing properties, prepare, field inspect (not survey under this task) and coordinate with engineering drawings, metes and bounds right of way plats for the acquisition of easements and or fee acquisitions. Typically these plats will be "Strip" plats along the length of the improvement but may also include individual properties. It should be determined if the plats are to be used for acquisition by or for the SHA. This effort will include any required plat revisions or amendments.

Deliverable: A Legally Recordable Plat

k. Special Plats

The Consultant shall research and verify the legal description of an existing property, prepare and field inspect (not survey under this task) a metes and bounds plat of a property. This plat may include the entire property and is different from the standard right of way plat in that a plat for the entire property shall be developed instead of just the frontage.

Deliverable: A Legally Recordable Plat

2. Permitting and Mitigation Services

- a. The Consultant is responsible for identifying and obtaining **ALL** required permits and approvals from Federal, State and Local jurisdictions to meet task order/project objectives and for construction of proposed improvements.

Deliverable: **ALL** required permits and approvals from Federal, State and Local jurisdictions to meet task order/project objectives and for construction of proposed improvements.

- b. Wetland and/or Tree Conservation Mitigation Plans

The Consultant shall develop an acceptable plan to mitigate impacts to existing wetlands or stands of trees required as

part of proposed project improvements. Mitigation may be accomplished through the use of a "Fee in Lieu" compensation, on site mitigation, or through the use of land

banking with established sites. The Consultant shall prepare any required justification, designs or computations necessary to facilitate the mitigation. The Consultant shall obtain approval from the appropriate regulatory agency. The approved plan shall be incorporated into the planned work.

Deliverable: Written Plan and Approval of the Mitigation Plan

### 3. Landscape Architecture Services

#### a. Horticultural Design

The Consultant shall develop a planting plan for the installation of turf, sod, grasses, flowers (annual and perennial), shrubs and trees. The planting plan shall take into consideration location, plant hardiness (especially for salt) site impacts, sight distance, maintenance and seasonal interests. The Consultant will be particularly careful about sight distance conflicts within roadway medians and in the vicinity of commercial driveways and intersections.

Deliverable: Planting Plan, Plant List, Planting Details Final Design to Include Cost Estimate and Specifications

#### b. Hardscape Design

The Consultant shall develop a plan (including a grading plan) for hardscape improvements that could include pathways, plazas, irrigation and drainage systems, retaining walls, gateway monuments, fountains, street furniture, public art or other hardened landscape elements.

Deliverable: Plan with Construction Details, Cost Estimate and Specifications

#### c. Landscape Maintenance

The Consultant shall provide information on/or develop operational practices and/or contracts to ensure the long term performance of installed landscaping. This could include turf management, bed maintenance, leaf collection, limb and root pruning, fertilizer application programs, pest management, irrigation plans and litter control. '

Deliverable: Written Plan Including Maintenance Timetable

d. Landscape Condition Inspection

The Consultant shall conduct a field inspection of existing plant material and prepare a report on the health and condition of the material. Attention should be paid to the presence of pests, scared, damaged or dead plants, inappropriate plantings due to location, proximity to utilities, roadways or sidewalk, theft, and improper or inadequate maintenance.

Deliverable: Written Report

4. Utility Coordination and Design Services

The consultant shall provide required notice prior to entering private property.

a. Identify and Coordinate Existing Utilities

The Consultant shall obtain information on the existing location and description of all utilities within the limits of the planned project. This includes overhead and underground utilities, public and private.

Deliverable: A Coordinated Drawing Showing Location and Description of all Utilities within Project Limit

b. Test Hole Location Plan

The Consultant shall prepare a location plan to be used to conduct test hole for subsurface verification of existing utilities or other potential conflicts. The Consultant shall identify by local reference on a plan sheet the location of each requested test holes. The local reference should enable field stake out of the test hole locations. The Consultant should also identify the purpose of the test hole as well as the anticipated depth of excavation.

Deliverable: Test Hole Location Plan and Tabular Data

c. Test Holes

The Consultant shall conduct test hole excavations for the purpose of field locating buried utilities, structures or

potential obstructions to planned excavations or construction. The Consultant shall identify, classify and physically locate and reference with vertical and horizontal dimensions all exposed features.

Deliverable: Written Report

d. Cost Estimates

The Consultant shall prepare or review cost estimates prepared by others associated with utility relocations. These cost estimates may include design costs, relocation costs, new construction costs, demolition costs, mobilization costs, evaluations of betterments or other cost factors. Cost data references could be required.

Deliverable: Verified Cost Estimate Calculations.

e. Utility Design

The Consultant shall design a new or relocated utility service. The specific details of the design will be identified in the task assignment. All work must be coordinated and approved by the utility.

Deliverable: Design Computations and Drawings, Specifics to be Identified in the Task Assignment, Approved by the Utility for Implementation

5. Geo-technical Engineering Services

The consultant shall provide required notice prior to entering private property.

a. Soils Borings/Subsurface Testing

The Consultant shall conduct subsurface investigations to an appropriate depth to collect sufficient information to perform designs and or evaluations of foundations, roadway fills, pavements, ground water and or classification of existing conditions. At a minimum, borings are to be taken at each bridge abutment, all retaining walls, any structural foundation and at two hundred foot (200') spacing along the alignment of the proposed roadway improvements. A boring sheet will be prepared in advance of field sampling and be reviewed and approved by the County prior to any

borings being made. Standard practices for the collection, classification and reporting of the findings shall be used.

Deliverables: Written Report, Plan Sheet with Data may be required as part of the Contract Documents, Jar Samples may be required.

b. Foundation Design

The Consultant shall design all required foundation elements utilizing the structural design loading, geo-technical report and scour report. Foundations will include pile design, spread footers tied back earth systems or any other design element where geotechnical bearing or loading is the primary or critical design feature.

Deliverable: Design Calculations and Plans

c. Embankment Design (Deep Fills)

The Consultant shall design all embankments to account for consolidation, settlement, surcharge, groundwater intrusion or migration, fill placement coordination or any other factor that may result in either short term or long term distress to the fill, roadway, bridge or improvements placed on or within the embankment.

Deliverable: Design Calculations and Design Report

d. Design Phase Materials Testing

The Consultant shall perform the following materials tests as part of the geo-technical evaluation as required:

- (1) Visual classification and extrusion of undisturbed samples
- (2) Soil classification along with standard tests (moisture, PI, LL, etc.)
- (3) CBR
- (4) Mechanical Analysis
- (5) Moisture Density Relation (Proctor)
- (6) Permeability

The Consultant may also be requested to perform in situ bearing tests.

Deliverable: Written Report or Test Results

## 6. Hydrologic and Hydraulic Engineering Services

### a. Design Level Hydrology

The Consultant shall update and refine the hydrologic assumptions and computations performed under the task for Preliminary Hydrology. Under this task the Consultant shall expand the limits of the computations to provide detailed flow rates for the design of storm drainage systems, stormwater management facilities and final hydraulic design and scour analysis for structures.

Deliverable: Design Calculations and Written Report

### b. Design Level Hydraulics

The Consultant shall perform final hydraulic design of existing and planned culverts, bridges, storm drainage systems and stormwater management facilities.

Deliverable: Design Calculations and Written Report

### c. Scour Analysis

The Consultant shall perform a detailed scour analysis of existing and/or planned bridges over waterways. This analysis and report must meet the requirements of the SHA.

Deliverable: Design Calculations and Written Report

### d. Concept Design of Stormwater Management Facilities/ Best Management Practices (BMPs)

The Consultant shall develop a conceptual plan for the storm water management of the planned improvements. This plan shall address both storm water quality and quantity issues. The Consultant shall make recommendations as to the proposed type, capacity and location of planned Best Management Practices.

All recommendation must be in conformance with the latest storm water management requirements.

Deliverable: Written Report with Computations and Concept Plan, Preliminary Cost Estimates.

e. Final Design of Storm Water Management Facilities/ BMPs

The Consultant shall perform final design of Best Management Practices from the approved Concept Plan. This design shall include details necessary to obtain Soil Conservation District approval under Maryland Standard 378 and/or other applicable regulations and be bid and constructed.

Deliverable: Written Report with computations and Final Contract Drawings and Specifications, Cost Estimates.

f. Sediment and Erosion Control

The Consultant shall develop and quantify a sediment and erosion control plan for the project. This design shall include details necessary to obtain Soil Conservation District approval as well as to bid and construct the Project.

Deliverable: Narrative Report with Computations and Final Contract Drawings and Specifications

g. Flood Plain Delineation

The Consultant using previously developed hydrology shall develop an accurate flood plain elevation and boundary for different storm events as required. This task is intended for use in flood plain delineation as required for permit applications, right of way acquisition and as may be required for FEMA map amendments.

Deliverable: Written Report and Plan with Flood Plain Delineated and Computations, Hydraulic Model Results.

7. Contract Documents

a. Feasibility and Alternatives Analysis

In cases where the approach, or best approach, to fulfill project objectives is not easily determined, additional information may need to be gathered and analyzed before proceeding to next design phase. Information and data needed to determine comprehensive extent of problem and feasible, cost effective, constructible and permittable



alternatives to fulfill task order/project objectives needs to be identified, obtained and assessed.

Deliverable: Feasibility and Alternatives Analysis Report summarizing problem, extent of problem, possible cures, problems, issues, utility considerations, right of way considerations, permitting, analysis undertaken, constructible, permissible and cost effective alternatives considered and recommended solution and/or course of action to be taken.

b. Concept Design Thirty Percent (30%) Plans

As the name implies this level of plans focus on the type, size and location of the planned improvements. Plan information should focus on alignment, location and size of existing features and proposed improvements including, but not limited to, existing/proposed drainage systems and structures, utilities, roads, bridges, culverts, or other major infrastructure. Preliminary discussions with permitting agencies should be held, as required, to ensure proposed solutions are permissible.

Preliminary grading, cut, fills and potential impacts should be delineated. The plans should include the general notes, title sheet information and the majority of the document's structure.

Deliverable: Concept Design Thirty Percent (30%) Contract Drawings

c. Concept Design Thirty Percent (30%) Cost Estimate

The Consultant shall make an initial listing of anticipated major construction items. Item quantities should be estimated and costs applied. This estimate is intended to slightly more focused than prior estimates and may include substantial contingencies but is not intended for bidding purposes.

Deliverable: Concept Design Thirty Percent (30%) Cost Estimate

d. Geotechnical Investigation Results, Outcomes and Design Considerations

This plan stage is often merged with sixty five percent (65%) plan review. Plans at this stage focus on the technical details associated with the results and recommendations of geotechnical investigations and testing and considerations on structural elements of the project. This plan set should include all technical notes, borings, proposed utility relocations and information necessary to perform a thorough technical review of the Foundation and Structure details of the project.

Deliverable: Geotechnical Report and Foundation/Structural Review Drawings

e. Design Development Seventy Percent (65%) Contract Drawings

At this level all design elements are identified and coordinated. This is the most critical phase of the plan development as this is the point where coordination of all of the interconnected design elements occur. Plans at this stage become the initiating document for critical review and permitting by other agencies as well as the basis for proposed improvement locations based on utility locations/utility relocation and right of way acquisition. All information and notes must be included as part of the drawings.

Deliverable: Design Development Sixty five percent (65%) Contract Drawings.

f. Design Development Sixty five percent (65%) Cost Estimate

The Cost Estimate at this stage should include a detailed listing of all anticipated bid items, with quantities and unit costs. Category Cost references should be used if applicable.

Deliverable: Design Development Sixty five percent (65%) Cost Estimate

g. Construction Documents Ninety Percent (90%) Contract Drawings

At this level the plans are technically and contractually complete and the reviews and changes are focused on the resolution of conflicts created by the coordination of

multiple design elements, permitting agency reviews, errors and/or omissions in the project to date, and the introduction of new details or scope changes. Final submissions to all agencies having jurisdiction over the project are made to obtain all required permits and approvals for the project.

Deliverable: Construction Documents Ninety Percent (90%)  
Contract Drawings

h. Construction Documents Ninety Percent (90%) Cost Estimate

At this review, the Cost Estimate is complete as to the listing of all bid items, verified bid quantities, preparation of bid sheets and the application of appropriate unit costs.

Deliverable: Final Review, Ninety Percent (90%) Cost Estimate

i. Construction Documents Ninety Percent (90%) Bid Specifications Manual

At this level the Specifications are technically complete and coordinated with the Contract requirements, plans and Cost Estimates. Reviews and changes are focused on the resolution of conflicts created by the coordination of multiple Contract documents, errors and the introduction of new details or scope changes.

Deliverable: Construction Documents Ninety Percent (90%)  
Bid Specifications Manual

j. Final Bid Document

At this level the Contract documents (plans, specifications and costs estimates) are complete, fully assembled, signed and sealed by the engineer and ready for advertisement. All permits and approval required for Construction have been identified and obtained by Consultant.

Deliverable: Final Contract Documents and all permits and approvals.

k. Design Calculations and Project Records

At the completion of the Project, the Consultant shall collect, assemble, organize and transmit to the County all design computations, correspondence or any other record that relates to the coordination, development or implementation of the project.

Deliverable: Project Records

## **D. CONSTRUCTION PHASE SERVICES**

### **1. Construction Support Services**

#### **a. Constructability Reviews**

The Consultant shall conduct a detailed review of the plans and specifications for the purpose of identifying, mitigating or eliminating potential construction problems in the planned work or contract execution. Reviews shall also look at potential changes that may improve construction quality and efficiency.

All items of work are to be clearly defined and included in the contract bid schedule. All bid quantities are accurate. The plans contain complete details and information to construct including all layout and survey information. The plans are coordinated and maintain continuity in details. Project phases are coordinated and buildable. Review the impact of utility relocations and the coordination of maintenance of traffic. Provide recommendations for possible additions or modifications of project details. The consultant shall also review or prepare an independent construction cost estimate.

Deliverable: Constructability Report

#### **b. Bid Review**

The Consultant shall review bid proposals obtained by the

County. The Consultant shall review these proposals to ensure a fair and proper cost proposal, evaluate any alternatives, identify potential irregularities and make a recommendation to the County on potential award.

Deliverable: Bid Award Recommendation

c. Design Services During Construction

The Consultant shall provide technical clarification and direction during the construction phase. Typically, this effort would be as requested to respond to Request for Information from the Contractor, changes in conditions, clarifications to the Contract documents or design intent or due to modifications in planned materials, limits or scope.

Deliverable: Written Response to Request

d. Shop Drawing Review Service

The Consultant shall perform technical reviews of shop drawings, catalog cuts or any required contractor produced working drawing for the Project. The Consultant shall review the submittals and note each as Approved, Approved as Noted or Rejected. The Consultant shall be timely in their review and notification.

Deliverable: Completed Shop Drawings

e. As-Built Drawing, Permanent Record

The Consultant shall transfer information from the As-Built Drawings prepared by the Contractor or Consultant to the original design drawings for the permanent record drawings.

Deliverable: As-Built, Permanent Drawings

f. Certification of Stormwater Management Facilities

The consultant shall perform directly or conduct technical reviews of all tests, inspections, and surveys performed by qualified individuals to assess the proper construction of designated stormwater management facilities. The consultant shall also perform all calculations, prepare As Built drawings, or any other analysis required to certify the stormwater management facility. The consultant shall make any required submission to Prince George's Soil Conservation District and provide the necessary information to obtain approval.

Deliverables: Approved As-built, Permanent Drawing.

## 2. Construction Inspection Services

### a. Pre-and Post-Construction Documentation

The Consultant shall conduct a pre- and/or post-construction inspection of the site including a video record for the purpose of documenting pre-and/or post-construction conditions of the site and adjacent properties. This recording should include a verbal narrative. Specific attention needs to be given to adjacent properties (including driveways, mailboxes, lawns, landscaping, etc.) existing facilities and any other condition or improvement that may be or have been impacted by the construction.

Deliverable: Video Recording with Narrative

### b. Construction Inspection Services

The Consultant shall provide inspection services that shall oversee construction activities to ensure that all work is constructed in accordance with drawings, specifications, shop plans, submittals and standards of Prince George's County and those of any state or Federal agency having jurisdiction. The following tasks, if utilized, will be considered incidental to the Construction Inspection Services provided:

- (1) Pre-Construction Documentation
- (2) Materials Sampling
- (3) Materials Field Testing
- (4) Inspectors Daily Reports
- (5) Line Item Ledger of Project Quantities
- (6) Project Report Diary
- (7) Project Sketch Book
- (8) All Safety Efforts and Equipment
- (9) Collection, Verification and Logging All Materials Tickets and Certifications

Deliverable: Construction Inspection Services Verified by Timesheet and Project Records

### c. Materials Sampling

The Consultant shall collect material samples as required by the specifications and as directed by the Engineer. These samples could include, but are not limited to soils, concrete, asphalt cores, asphalt box samples, top soils, seed, paint or any other

material for testing purposes.

Deliverable: Collected Sample

d. Materials Field Testing

The Consultant shall perform field testing of the following materials as a part of the routine inspection of the work.

- (1) Soils  
Verify soils compaction utilizing an AASHTO T180 Modified Proctor, AASHTO T191 Sand Cone, or AASHTO T238, Nuclear Gage. The Consultant must be able to verify that the soils match the existing "curves" with an onepoint proctor, AASHTO T272. The Consultant shall be able to perform field moisture tests to determine if the soils are within allowable limits.
- (2) Concrete  
Perform air entrainment tests, slump tests, and determine unit weight and make concrete cylinders as required for testing in accordance with ASTM and the Contract specifications, and perform the laboratory compression test.
- (3) Asphalt  
Verify placement temperature, collect box sample if requested, take asphalt cores as directed. The Consultant shall also verify asphalt compaction utilizing a nuclear density gauge.

Deliverable: Field and Materials Testing Reports/Records

e. Special Field Testing

The Consultant shall perform in situ testing to verify conditions or material properties. Example tests include penetrometer or other soil bearing capacity tests, use of impact hammer, taking and testing of cores or other in situ concrete tests, use of dye penetrates or magnetic particle inspection of welds.

Deliverable: Field Materials Testing Records

f. Construction Phase Material Lab Testing

The Consultant shall perform the following laboratory materials tests as part of the construction services as required:

- (1) Physically classify soils along with standard tests (moisture, LL, PI, etc.)
- (2) Moisture Density Relation (Proctor Curves)
- (3) Sieve Analysis
- (4) CBR
- (5) Concrete Compression Tests
- (6) Specific Gravity of Asphalt Cores

Additional test may be specified or requested

Deliverable: Written Report or Test Results

g. Plant Inspection (Batch)

The Consultant shall perform Quality Assurance inspections at Concrete/Asphalt Batch plant. These inspections will focus on verification of the suppliers' quality control procedures, material handling and processes.

Deliverable: Inspection Report

h. Plant Inspection (Fabricator)

The Consultant shall provide an inspector to conduct on-site inspection at the fabrication facility to ensure proper fabrication of specific project elements. The shop inspection will focus on verification of the fabricators quality control procedures, compliance with the approved shop drawings and materials and fabrication processes.

Deliverable: Inspection Report

i. Video Pipe Inspection Services

The Consultant shall provide a video pipe inspection services for the inspection of storm drains or any other buried facility or confined space utilizing remote control equipment. Cameras should be capable of pan, tilt, and scan as well as zoom features. The video feed from the camera should be continuously recorded with verbal narrative.

Deliverable: Video Recording and Written Report



### 3. Construction Administration Services

#### a. Meeting Minutes

The Consultant shall attend, record manually, prepare and distribute a written record of any project meeting where direction is given or problems discussed or resolved that impact the outcome either in performance or contractual obligations. Examples include progress meetings, pre-bid, pre-construction, construction coordination (pre-pave, etc.), and final inspections.

Deliverable: Meeting Minutes

#### b. Preparation of Standard Documents

The Consultant shall prepare standard documents utilizing forms and format provided by the County. These include but are not limited to:

- (1) Construction Change Orders
- (2) Monthly Payment Approvals

Deliverable: Completed Documents

#### c. Wage Rates/Supplier Development and Diversity Participation Verification

The Consultant shall conduct a review of the Contractors compliance with required wage rate and the Jobs First Act provisions of the Contract.

Deliverable: Written Report

#### d. Contract Administrator

The Consultant shall act as the Contract Administrator. The Contract Administrator is a disinterested third party, who was not involved in the sourcing or administration of the Contract to whom the County has delegated authority to resolve or render decisions on Contract claims or disputes.

Deliverable: Written Report or Finding

#### e. Maintaining Field Office

The Consultant shall be responsible for the daily operation and maintenance of construction inspection field efforts. This

includes the neat, clean and orderly organization of all reports, plans, records and the physical workspace provided through the construction Contract.

Deliverable: Field Inspection of Workplace and Records

f. Construction Inspection Record Keeping

The Consultant shall prepare and maintain the following project records on a continuous basis:

- (1) Inspectors Daily Reports
- (2) Project Diary
- (3) Line Item Ledger
- (4) Project Sketch Book
- (5) As-Built Drawing
- (6) Project Progress Photos

The Consultant shall maintain records and files for the following construction documentation:

- (1) Shop Plans
- (2) Materials Certifications
- (3) Testing Records
- (4) Correspondence\*
- (5) Request for Information\*

\* If Construction Management Services Used

Deliverable: Project Records

4. Construction Management Services

a. Facilitate Project Meetings

The Consultant shall facilitate project meetings. This include setting the meeting up, preparing agendas, ensuring the minutes are prepared and distributed, and taking any required follow up actions.

Deliverable: Written Report or Minutes

b. Project Correspondence/Request for Information

The Consultant shall review and respond to correspondence, requests for information and any other informational request

forwarded to the Consultant on behalf of the County. The County will be copied on all correspondence sent by the Consultant under this task. The Consultant shall maintain copies and a record of all correspondence, requests for information, etc.

Deliverable: Written Response

c. Review Monthly Invoices

The Consultant, using the project records, shall review the Contractors monthly requisition. The Consultant shall attempt to clarify differences. The Consultant can either recommend approval or rejection of any invoice. The consultant review must be timely.

Deliverable: Recommendation on Contractors Monthly Invoice

d. Review Change Orders and Claims

The Consultant shall review the Contractor's request for change orders and/or equitable adjustment. The Consultant shall base the review on the Project records and the Contract documents.

Deliverable: Written Finding

e. Maintenance of Traffic Manager

The Consultant shall be designated as the Traffic Manager as required by the State Highway Administration access permit or as required. The Traffic Manager will be responsible to ensure that the Contractor properly sets up, maintains, re-sequences and removes all Maintenance of Traffic devices as provided on the plans, required by the specifications and directed by the County or agency having jurisdiction.

Deliverable: Written Report

f. Managing Construction

The Consultant shall be the principal daily contact in the oversight, coordination and resolution of problems during construction. This includes but is not limited to:

- (1) Coordinating all Inspections and Testing
- (2) Quality Assurance

- (3) Coordination of Utility Relocations
- (4) Coordination with the Contractor
- (5) Coordination with Adjacent Property Owners
- (6) Enforcing the Provisions of the Contract

Preparation of all Related Correspondence

Deliverable: Monthly Status Report

g. Claim Review

The Consultant shall conduct a thorough review of and aggressive defense of any claims for Contract adjustment presented by the Contractor. The Contractor claim shall be reviewed and merit evaluated based on compliance with the terms and conditions of the construction Contract.

Claim defenses should include a review of any cost requests, time extensions (both compensatory and non-compensatory) cause of action and include the evaluation of any efforts made on the Contractor's part to mitigate the impact and reduce the claim. The Consultant shall assemble all supporting documentation, attend any required meetings or presentations and obtain legal input per case law as necessary.

Deliverable: Preparation of Determination (Draft)

5. Construction Close Out

a. Finalized Contract Quantities

The Consultant shall review all project records and develop the final Contract quantities. This includes all sketchbooks, all cross sections, material tickets, field measurements and any other required verification. The consultant shall coordinate this with the Contractor.

Deliverable: Final Quantities

b. Close Out Project Records

The Consultant shall organize, purge extraneous documents, assemble and deliver to the County all project records.

Deliverable: Final Project Records

c. As-Built Drawings

The Consultant shall prepare a summary "As-Built" drawing indicating all variations in the completed project from the as planned work. This drawing should include changes as they occurred as well as verification of critical dimensions and grades. As-Built drawings for stormwater management BMPs shall follow as-built checklist forms available online at the Department of Permitting, Inspections and Enforcement's web site.

Deliverable: As-Built Drawings

d. Warranty Report

The Consultant shall prepare a summary report of the project warranties. This should identify the Project element covered by the warranty, (i.e., pavement, landscaping, etc.) the terms of the warranty, date warranty became effective (substantial completion, etc.) date warranty expires and any requirements the County has to protect the warranty or file a claim.

Deliverable: Warranty Report

e. Establish/Re-Establish Property Line Monuments

The Consultant shall establish/re-establish property line monuments disturbed by the construction, required because of right of way acquisition or requested by the County. The Consultant shall do all research, field survey and installation of permanent monuments. The standard property line monument shall be a three eights inch (3/8") reinforcing bar two feet (2') in length driven into the ground. The top of the bar should be slightly below grade to prevent a hazard and be topped with a cap denoting it as a property marker.

Deliverable: Installation of Property Line Monuments

**TASK LIST SCOPING WORKSHEET****A. Preliminary Engineering and/or Feasibility and Alternatives Analysis****Project Inventory, Assessment, and Data Collection**

<b>Task</b>	<b>Deliverable</b>
Project Objectives and Limits	Written Report
Collect and Assemble GIS and CADD Files	CADD and GIS Shapefile Package
Cultural Resources	Written Report
Flooding and Drainage	Written Report
Stream Channel Degradation	Written Report with Calculations
Forest Conservation/Natural Resources Inventory	NRI Plan, Tree Conservation Plan or waiver approval.
Wetlands	Wetland delineation Report and Impact Plat
Known Pollution Issue	Written Report
Landscaping	Concept Plan
Preliminary Engineering Surveys	Plan of Existing Conditions and Survey
Preliminary Hydrology	Written Report
Preliminary Hydraulics	Written Report
Existing Utilities	Statement of Probable Impact
Preliminary Cost Estimates	Estimate with source
Preliminary Drainage and Stormwater Management	Written Report with Computations
Feasibility and Alternatives Analysis	Written Report

**B. Community Outreach and Coordination**

	<b>Task</b>	<b>Deliverable</b>
	Focus Groups	Written Report
	Community Meetings/Events Facilitator	The Event
	Transcripts/Minutes/Input and Summation	Written Record and Report
	Public Display	Displays
	Speaking Points/Power Point Presentation	Written Copy and the Document in Electronic Format
	Public Presentation	Public Presentation
	Newsletter	Newsletter and Confirmation of Bulk Distribution
	Website or SharePoint Sites	An Ongoing Website or SharePoint Site
	Social Media	Mock-ups, project information, Clean Water Map, Project Meeting announcements

### C. Design Phase Services

	<b>Task</b>	<b>Deliverable</b>
	<b>1. Plats and Surveys</b>	
	a) Establish Traverse and Controls	Field Survey with Markings and Plot of Traverse Points and descriptions on site plan
	b) Design Survey/Cross Sections	Plot of Cross Sections by Station
	c) Design Survey/Topographic	Plan of existing conditions and survey
	d) Metes and Bounds Survey	Plan of existing conditions and survey
	e) Test Hole Stakeout	Field Stake Out and Test Hole Plan
	f) Metes and Bounds Right of Way Plats	Easement and Schedules (Exhibits)
	<b>2. Permitting and Mitigation Services</b>	
	a) Identifying and obtaining <b>ALL</b> required permits and approvals from Federal, State and Local jurisdictions	<b>ALL</b> required permits and approvals from Federal, State and Local jurisdictions to meet task order/project objectives and for construction of proposed improvements
	b) Wetland and/or Tree Conservation Mitigation Plans	Written plan and approval of the mitigation plan
	<b>3. Landscape Architecture Services</b>	
	a) Horticultural Design	Planting Plan, Plant List, Planting details final design to include cost estimate and specifications
	b) Hardscape Design	Plan with construction details, cost estimate and specifications
	c) Landscape Maintenance	Written plan, timetable, and specifications
	d) Landscape Condition Inspection	Written Report
	<b>4. Utility Coordination and Design Services</b>	
	a) Identify and Coordinate Existing Utilities	Coordinated Drawing showing Location and Description of all Utilities within Project Limit
	b) Test Hole Location Plan	Test Hole Location Plan and Tabular Data
	c) Test Holes	Written Report
	d) Cost Estimates	Verified Cost Estimate Calculations
	e) Utility Design	Design computations and drawings, specifics to be identified in the Task Order Assignment.
	<b>5. Geo-technical Engineering Services</b>	
	a) Soils Borings/Subsurface Testing	Written Report, Plan Sheet with Data may be required as part of the Contract Documents, Jar Samples may be required.

	b) Foundation Design	Design Calculations and Plans
	c) Embankment Design (Deep Fills)	Design Calculations and Design Report
	d) Pavement Design	Design Calculations and Design Report
	e) Design Phase Materials Testing	Written Report or Test Results
	f) Slope Stability	Written Report with Recommendations
	<b>6. Hydrologic and Hydraulic Engineering Services</b>	
	a) Design Level Hydrology	Design Calculations and Written Report
	b) Design Level Hydraulics	Design Calculations and Written Report
	c) Scour Analysis	Design Calculations and Written Report
	d) Concept Design of Stormwater Management Facilities/ Best Management Practices (BMPs)	Written Report with Computations and Concept Plan, Preliminary Cost Estimates
	e) Final Design of Storm Water Management Facilities/ BMPs	Written Report with computations and Final Contract Drawings and Specifications, Cost Estimates
	f) Sediment and Erosion Control	Narrative Report with Computations and Final Contract Drawings and Specifications
	g) Flood Plain Delineation	Written Report and Plan with Flood Plain Delineated and Computations, Hydraulic Model Results
	<b>7. Contract Documents</b>	
	a) Concept (30%) Design	Concept Design (30%) Contract Drawings, Report, Calculations, and Cost Estimate
	b) Geotechnical Investigation Results, Outcomes and Design Considerations	Geotechnical Report and Foundation/Structural Review Drawings
	c) Design Development (65%) Contract Drawings	Concept Design (30%) Contract Drawings, Report, Calculations, Cost Estimate, and GIS Package
	d) Semi-Final Construction Documents (90%)	Construction Documents (90%) Drawings, Report, Calculations, all required permits, Cost Estimate, and GIS Package
	e) Construction Documents (100%) and Final Bid Document	Construction Documents (100%) and Final Bid Documents, Report, Calculations, all required permits and DoE approval, Cost Estimate, and GIS Package



#### D. Construction Phase Services

	<b>Task</b>	<b>Deliverable</b>
	<b>1. Construction Support Services</b>	
	a) Constructability Reviews	Constructability Report
	b) Bid Review	Bid Award Recommendation
	c) Design Services During Construction	Written Response to Request
	d) Shop Drawing Review Services	Completed Shop Drawings
	e) As-Built Drawing, Permanent Record	As-Built, Permanent Drawings
	f) Certification of Stormwater Management Facilities	Approved As-Built, Permanent Record
	<b>2. Construction Inspection Services</b>	
	a) Pre-and Post-Construction Documentation	Video Recording and photos with Narrative
	b) Construction Inspection Services	Construction Inspection Services Verified by Timesheet and Project Records
	c) Materials Sampling	Collected Sample
	d) Materials Field Testing	Field and Materials Testing Reports/Records
	e) Special Field Testing	Field Materials Testing Records
	f) Construction Phase Material Lab Testing	Written Report or Test Result
	g) Plant Inspection (Batch)	Inspection Report
	h) Plant Inspection (Fabricator)	Inspection Report
	i) Video Pipe Inspection Services	Video Recording and Written Report
	<b>3. Construction Administration Services</b>	
	a) Meeting Minutes	Meeting Minutes
	b) Preparation of Standard Documents	Completed Documents
	c) Wage Rates/Minority Business Enterprise Participation Verification	Written Report
	d) Contract Administrator	Written Report or Finding
	e) Construction Inspection Record Keeping	Project Records
	<b>4. Construction Management Services</b>	
	a) Facilitate Project Meetings	Written Report or Minutes
	b) Project Correspondence/Request for Information	Written Response and or issuance of addendums
	c) Review Monthly Invoices	Recommendation on Contractors Monthly Invoice
	d) Review Change Orders	Written Findings and Recommendations
	e) Maintenance of Traffic Manager	Written Report

	f) Managing Construction	Monthly Status Report
	g) Claim Review	Recommendation and Preparation of Determination (Draft)
	<b>5. Construction Close Out</b>	
	a) Finalized Contract Quantities	Final Quantities
	b) Close Out Project Records	Final Project Records
	c) As-Built Drawings	As-Built Drawings
	d) Warranty Report	Warranty Report
	e) Establish/Re-Establish Property Line Monuments	Installation of Property Line Monuments

# **CONSULTANT FORMS**

**ATTACHMENT #20**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION #:

Distribution to:

PERIOD TO:

PROJECT NOS:

☐ Owner

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT DATE:

☐ Const. Mgr☐ Architect☐ Contractor

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet-----)	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	
8. CURRENT PAYMENT DUE-----	\$	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 101210ACD04

mailto:willm@acm.org

*ABC Consultant Engineers*  
789 Largo Avenue  
Landover Maryland

Date:

Prince George's County Department of the Environment  
Stormwater Management Division (as applicable)  
1801 McCormick Drive, Suite 500  
Largo, MD 20774

**Project:**

**P.G. County Project Manager:**

**P.G. County Task Order Number:**

**Billing Period:**

**C. Invoice Summary**

Contract Item	Task Order Description	Task Order Amount	Previously Billed	This Period	Total to Date	Remaining Balance
<b>Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Total Amount Due This Invoice:** **\$0.00**

**Work Performed Description:**

The following work elements were performed during this invoice period and resulting in the Total Amount Due: Provide description of work performed resulting in invoice amount

**Certification:**

I/We certify that payments have been made to all sub consultants and suppliers for which services had been previously invoiced and payments received from Prince George's County under this Task Order.

\_\_\_\_\_  
Signature

For information concerning the details of the invoice please contact:

D. (Invoice Detail Sheet - Blank Sample)

XYZ Consultant Engineers  
123 Largo Avenue  
Landover Maryland

**INVOICING DETAILS**

Project:  
Task Order Number:  
C.O. No.  
Billing Period:

**Consultant Labor**

Employee Name	Classification	Hours Billed		Contract Rate		Extension		
		Regular	Overtime	Regular	Overtime	Regular	Overtime	Total
					Labor Subtotal			\$0.00

**Direct Costs**

Expense Item	Quantity	Unit	Rate
Travel Mileage		Miles	\$0.49
Prints		Each	\$1.00

	Extension
	\$36.00
	\$0.00
Expenses Subtotal	\$36.00

Sub- Consultant Services		
Subconsultant Name	Total Allocation	Current Billing

		\$0.00
Sub consultant Subtotal		\$0.00
Direct Expense Subtotal		\$36.00
Consultant Profit	10%	\$3.60
Direct Expense Total		\$39.60

Invoice Total Initial Task Order	\$0.00
----------------------------------	--------

*XYZ Consultant Engineers*123 Largo Avenue Landover  
Maryland**INVOICING  
DETAILS****Project:** Additional Plats and Survey**Billing Period:** May 1, 2022 through May 30, 2022**Invoice Number:** 04**CO No.** 1**Consultant Labor**

Employee Name	Classification	Hours Billed		Contract Rate		Extension		
		Regular	Overtime	Regular	Overtime	Regular	Overtime	Total
John Smith	Principal	0	0	\$126.23	\$117.81	\$0.00	\$0.00	\$0.00
Mary Jones	Project Manager	10	0	\$103.95	\$97.02	\$1,039.50	\$0.00	\$1,039.50
Bob Hussain	Structural Engineer	0	0	\$105.19	\$98.18	\$0.00	\$0.00	\$0.00
Fred	Civil Engineer	8	0	\$95.29	\$88.94	\$762.32	\$0.00	\$762.32
	Survey Crew	16	0	\$148.50	\$138.60	\$2,376.00	\$0.00	\$2,376.00
Bill Jackson	Land Surveyor	24	0	\$106.43	\$99.23	\$2,554.32	\$0.00	\$2,554.32
Sam Brown	CADD Operator	40	0	\$44.55	\$41.58	\$1,782.00	\$0.00	\$1,782.00
<b>Labor Subtotal</b>								<b>\$8,514.14</b>

**Direct Costs**

Expense Item	Quantity	Unit	Rate
Travel Mileage	120	Miles	\$0.30
Prints	0	Each	\$1.00

	Extension
	\$36.00
	\$0.00
Expenses Subtotal	\$36.00

Sub- Consultant Services		
Sub-Consultant Name	Total Allocation	Current Billing

	\$0.00
Sub consultant Subtotal	\$0.00
<b>Direct Expense Subtotal</b>	\$36.00
<b>Consultant Profit</b>	10%
	\$3.60
<b>Direct Expense Total</b>	<b>\$39.60</b>
<b>Invoice Total - Change Order 2</b>	<b>\$8,553.74</b>



Project Status Report – Blank Sample)  
XYZ Consultant Engineers 123 Largo Avenue  
Landover Maryland

Project Progress Report No.

Billing Period:

Project Description:  
County Project Manager:  
Task Order Number:

Task	Completion Percentage		
	Previous	This Period	To Date

Preliminary Engineering Phase


Design Phase


Construction Phase Services

Construction Consultation			

Miscellaneous and Change Orders


Overall Totals			
----------------	--	--	--

## ATTACHMENT #20

### E. (Project Status Report – Sample)

XYZ Consultant  
Engineers 123 Largo  
Avenue Landover  
Maryland

#### Project Progress Report No. 04

Billing Period: 5/1/21 to 5/30/22

**Project Description:** Storm Drain Replacement at Main Street 301N, Upper Marlboro, MD

**County Project Manager:** Bob Barker

**Task Order Number:** S20-030-12-65-0801

Task	Completion Percentage		
	Previous	This Period	To Date

#### Preliminary Engineering Phase

Inventory and Assessment	90%	5%	95%
Environmental Assessment	90%	5%	95%
Project Scoping	40%	40%	80%
Alternatives and Feasibility Studies	90%	5%	95%
Community Outreach and Coordination	90%	5%	95%

#### Design Phase

Plats and Surveys	40%	20%	60%
Right of Way Services (Sub-consultant 1)	60%	10%	65%
Permitting and Mitigation	20%	40%	60%
Landscape Architect	60%	10%	65%
Utility Coordination and Design	20%	40%	60%
Geo-technical Investigation (Sub-consultant 2)	30%	40%	65%
Hydrology and Hydraulics	20%	40%	60%
Traffic Engineering	30%	40%	65%
Structural Analysis and Design	40%	35%	75%
Roadway Design	20%	40%	60%
Development of Contract Documents	20%	25%	45%

#### Construction Phase Services

Shop Plan Review	0%	0%	0%
Construction Consultation	10%	10%	20%

#### Miscellaneous and Change Orders

Test Pits	40%	50%	90%
Bridge Aesthetics (Sub-consultant 3)	30%	0%	30%
Increase No. 1 Wetlands Delineation	50%	50%	100%
Increase No.2 Additional Plats and Surveys	50%	50%	100%
<b>Overall Totals</b>	<b>50.00%</b>	<b>15.00%</b>	<b>65.00%</b>

(Project Status Report – Blank Sample)

XYZ Consultant  
Engineers 123 Largo  
Avenue Landover  
Maryland

Project Progress Report No.  
Period: Project Description:

Billing

County Project  
Manager: Task Order  
Number:

Milestone Schedule Status

Original Target Date	Current Target Date	Date Completed
-------------------------	------------------------	----------------

Preliminary Engineering

Initiate Task  
Project Scoping  
Alternative and Feasibility  
Study Community Meeting  
Informational  
Alternatives  
Selected  
Alternative


Design Phase

Plats and Surveys  
Right of Way Acquisitions  
TSandL Design Review  
(30%)  
Structural/Foundation Review (65%)  
Final Review (90%)  
PSandE Submission  
(100%) Advertise for  
Construction


Construction Phase

Receipt of Construction Bids  
Notice to Proceed  
Compete Construction


Comments

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**Department of the Environment**  
**Stormwater Management Division**  
**CONSULTANT RATING FORM**

Angela  
 Alsobrooks  
 County  
 Executive

Project Name: \_\_\_\_\_  
 Consultant: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Amount of Original Fee: \_\_\_\_\_  
 Amount of Design Task Order Changes: \_\_\_\_\_  
 Original Ad Date: \_\_\_\_\_  
 Actual Ad Date: \_\_\_\_\_  
 Number Preliminary Delinquent Notices: \_\_\_\_\_  
 Number Final Delinquent Notices: \_\_\_\_\_

This rating applies to all offices of the Consultant. Any score of four (4) or less must be explained on the Continuation Sheet. Circle each.

		Civil Engineering Services							Environmental Engineering Services							Construction Management Services									
	TRAIT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V		
		Design	Hydraulic	Right of Way	Surveying	Right of Way	Geotechnical	Permits	Environmental Studies	Restoration Plans	W.Q. Monitoring	GIS Applications and Data	Pollution Prevent. Plans	MS4 and/or TMDLs	Construction Documents	Shop Drawings	Materials Testing	Inspections	Claim Support	Change Orders	As-Built Drawings	Design	Survey Reports		
1	Initiative and Resourcefulness																								
2	Competence of Technical Personnel																								
3	Quality, Clarity, Accuracy and Completeness																								
4	Supervision of Subconsultants																								
5	Adherence to Standards and Specification																								
6	Timeliness																								
7	Willingness to Correct Errors																								

**1801 McCormick Drive, Suite 500, Largo, Maryland 20774**

**Civil (301) 883-5980                      FAX (301) 883-7139**  
**Environmental (301) 883-5943        FAX (301) 883-7139**  
**Construction Mgmt.(301) 883-5980      FAX (301) 883-7139**

## ATTACHMENT #20

		Civil Engineering Services							Environmental Engineering Services						Construction Management Services										
	TRAIT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V		
		Design	Hydraulic	Right of Way	Surveying	Right of Way	Geotechnical	Permits	Environmental Studies	Restoration Plans	W.Q. Monitoring	GIS Applications and Data	Pollution Prevent. Plans	MS4 and/or TMDLs	Construction Documents	Shop Drawings	Materials Testing	Inspections	Claim Support	Change Orders	As-Built Drawings	Design	Survey Reports		
8	Willingness to Negotiate																								
9	Continuity of Project Personnel																								
10	Cost Accounting and Invoices																								
11	Dealings with Public, Contractors, etc.																								
12	Currency of Topography																								
13	Legibility																								
14	Sufficiency of Detail																								
	Average																								

Recommend this firm for: 0 - 10 Scale as above or N/A if not applicable: \_\_\_\_\_

**CONSULTANT RATING FORM CONTINUATION–NARRATIVE**

Project No./Name: \_\_\_\_\_

Consultant: \_\_\_\_\_

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

No.	Trait No.	Function	Narrative

Rater: \_\_\_\_\_

Team Leader: \_\_\_\_\_

Date: \_\_\_\_\_

(Use Additional Pages if Necessary)

## **SOLICITATION ATTACHMENTS**

**ATTACHMENT A – Bid/Proposal Affidavit.** This Attachment must be completed and submitted with the Bid/Offeror.

**ATTACHMENT B – Bidder/Offer Statement of Ownership.** This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT C – Vendor’s Oath and Certification.** This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT D – Supplier Participation Certification and Acknowledgement.** This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT E – Supplier Utilization Plan.** All Parts (Parts 1, 2, 3 and 4) of this Attachment must be properly completed and submitted with the Bidder’s Bid/Proposal or the Bid/Proposal will be deemed non-responsive and rejected. Parts 1 and 2 must be submitted with the Technical Proposal. Parts 3 and 4 must be submitted with the Bid Price Sheet.

**ATTACHMENT F - Certification of Contractor’s Best Efforts.** This Attachment must be completed and submitted by the awardee if at any time during term of the awarded contract the awardee is not in compliance or is unable to comply with the supplier participation requirements of the solicitation.

**ATTACHMENT G – Bid Price/Cost Proposal Instructions.** The Bidder/Offeror must comply with Bid Price/Cost Proposal Instructions..

**ATTACHMENT H – Bid Price Sheet /Cost Proposal Form.** This Attachment must be completed and submitted separate from the Technical Response.

**ATTACHMENT I – Equipment List.** This Attachment must be completed and submitted with the Technical Response, if applicable.

**ATTACHMENT J - Wage Requirements for County Service Contracts.** This Attachment must be completed and submitted with the Bid/Proposal as instructed in the Attachment.

**ATTACHMENT K – 501(c)(3) Nonprofit Organization’s Employees’ Wage and Health Insurance Form-Prince George’s County Code, Section 10A-144.** This Attachment must be completed and submitted with the Bid/Proposal only where applicable.

**ATTACHMENT L – Mid-Atlantic Purchasing Team Rider –** If applicable, this Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT M – Statement Regarding Compliance with Resident Hiring Goals on Existing Contracts at Renewal or Extension.**

**ATTACHMENT N – First Source and Local Hiring Agreement –**This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT O – First Source and Local Hiring Agreement Compliance Report -** The Contractor must submit this attachment to the Prince George's County Economic Development Corporation's Workforce Services Division by the fifth business day of every month.

**ATTACHMENT P – Certificate of Compliance regarding Fair Labor Standards Act –** This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT Q – Professional References –** This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT R – Welfare to Work Initiative Form -** This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT S– Clean Renewable Energy Technology Feasibility Assessment**

**ATTACHMENT T – Certification of Assurance of Compliance Regarding Suspension and Debarment -** This Attachment must be completed and submitted with the Bid/Proposal.

**ATTACHMENT U– Notice Under the Americans with Disabilities Act**



## **SOLICITATION ATTACHMENTS (continued)**

### **ATTACHMENT V– Definitions of Certified Businesses**

**ATTACHMENT W – Monthly Supplier Participation Report** - This Attachment must be completed and submitted to the Office of Central Service Compliance Unit each month during the term of the awarded contract.

**ATTACHMENT X - Request for Modification of Supplier Utilization Plan** - This Attachment must be completed and submitted to the Office of Central Service Compliance Unit if at any time during the term of the awarded contract the Contractor has reason to know that the supplier participation requirements are not or may soon not, be met.

### **ATTACHMENT Y –Instructions to Bidders/Offerors**

### **ATTACHMENT Z – General Terms and Conditions**

### **ATTACHMENT AA – Sample Agreement**

### **ATTACHMENT BB – Prince George’s County COVID-19 Vaccination and Testing Requirements**

**ATTACHMENT A – BID/PROPOSAL AFFIDAVIT**

**BID/PROPOSAL AFFIDAVIT**

**CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**Part I: I HEREBY AFFIRM THAT:**

1. The business named below is a (Maryland \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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

[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

**Part II: I FURTHER CERTIFY THAT:**

1. I have complied with the applicable tax filing and licensing requirements of Prince George's County, Maryland.
2. The filing information is true and correct concerning tax compliance for  
The past \_\_\_\_\_ years. \_\_\_\_\_ Current \_\_\_\_\_ Not Current \_\_\_\_\_

Prince George's County reserves the right to verify the above information with the appropriate government authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

\_\_\_\_\_  
(Printed or Typed Name)

Form: Certification -Tax 12//03

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

## ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

**NOTE:** Submission of completed document is prerequisite to award.

### PART "A" – OWNERSHIP

Date: \_\_\_\_\_

1. Full name and address of business: \_\_\_\_\_

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Bus. Phone w/area code

2. Is the business incorporated? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Other names used by business i.e., T/A: \_\_\_\_\_

### Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business. (Please attach separate sheet as necessary.)

Name

Business Address

Residence Address

### Corporate Business Entities

Is the corporation listed on a national securities exchange? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices. (Please attach separate sheet as necessary.)

Name	Residence Office	Business/Address	Date Office Assumed
------	---------------------	------------------	------------------------

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any). (Please attached separate sheet as necessary.)

Name	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
------	-------------------------------	------------------------	--------------------------------

**ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)**

6. List the names and residence addresses of all individuals owning at least 10% of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class. (Please attach separate sheet as necessary.)

Name

Residence Address

This Financial Disclosure Statement has been prepared by \_\_\_\_\_

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signed by Preparer

**PART “B” - BIDDER’S QUALIFICATION STATEMENT**

Part B is Bidder’s Qualification Affidavit of “No Conviction” for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with the Bid.

1. I am the \_\_\_\_\_ of \_\_\_\_\_ a party interested in obtaining a contract with Prince George’s County under conditions set forth in documents for Bid No. \_\_\_\_\_.
2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
3. I have been authorized to make this statement on behalf of the aforementioned party.

\_\_\_\_\_  
(Signature)

**ACKNOWLEDGMENT (Corporate)**

I, \_\_\_\_\_ certify that I am the  
Name (Printed)

\_\_\_\_\_ of \_\_\_\_\_ and  
Title and Office Business Entity

that \_\_\_\_\_ who signed the above Affidavit.  
Name (Printed)

<b>ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)</b>
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\_\_\_\_\_ is the \_\_\_\_\_ of said entity; that I know his/her  
(Name) (Title)

Signature, and his/her signature thereto is genuine; and that the above Affidavit and Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

\_\_\_\_\_ (SEAL)  
(Name Printed)

\_\_\_\_\_ (SEAL)  
(Signature)

\_\_\_\_\_ (SEAL)  
Corporate Seal (as applicable)

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## **ATTACHMENT C – VENDOR’S OATH**

### **VENDOR’S OATH AND CERTIFICATION**

Pursuant to Subtitle 10, Section 10A-110 of the Prince George’s County Regulations, the Purchasing Agent requests as a matter of law that any Contractor receiving a contract or award from Prince George’s County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

“I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the Contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this Contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George’s County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the Contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George’s County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this Contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George’s County, Maryland.

Handwritten Signature of Authorized Principal(s):

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

Printed Name: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## ATTACHMENT D – SUPPLIER PARTICIPATION CERTIFICATION AND ACKNOWLEDGEMENT

The County requires a business entity, when responding to a solicitation, to provide a signed certification and acknowledgement statement to comply with mandatory Minority Business Enterprise (MBE) and/or Certified County-Based Small Business (CBSB) requirements as set forth in this solicitation and any resultant contract with the County. In addition, Bidders are required to submit a Supplier Utilization Form to identify the contractors they intend to have perform services under the awarded contract. In the event the subcontractor(s) needs to be substituted, the prime Contractor must submit a Request for Modification of Supplier Utilization Plan to the Procurement Officer. The prime Contractor must utilize best efforts in securing MBE and/or CBSB subcontractor(s) to perform services under any contract with the County that contains supplier participation requirements or goals. The prime Contractor may contact the Office of Central Services' Supplier Development & Diversity Division for assistance with securing subcontractors to meet the prescribed MBE and/or CBSB requirements. If during the term of a contract the prime Contractor is unable to maintain the required MBE and/or CBSB participation, the prime Contractor must submit the best efforts form located below. Submission of this form must detail the efforts taken by the prime Contractor to secure a subcontractor(s) to meet their required participation. All forms, along with instructions, are attached to this solicitation.

### Certification and Acknowledgement of Prince George's County Supplier Participation Requirements

**Bidder submits this certification form and certifies that under any resultant contract under Solicitation NO.: \_\_\_\_\_ for \_\_\_\_\_, Bidder shall adhere to the following:**

- a) The mandatory Minority Business Enterprise (MBE) requirements set forth in this Solicitation of at least \_\_\_\_\_% mandatory participation of MBE(s); and**
- b) The mandatory County-Based Small Business (CBSB) requirements set forth in County Code Section 10A-160 of at least \_\_\_\_\_% mandatory participation of CBSB(s).**

**Name of Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## ATTACHMENT E – SUPPLIER UTILIZATION PLAN

### PART 1

Prime Contractor Name: \_\_\_\_\_

Prime Contact Name: \_\_\_\_\_

Prime Contact Information (Phone Number/Email Address): \_\_\_\_\_

Certification Type			
NCB	Non- Certified Business	MBE	Minority Business Enterprise
CBB	County-based Business	CBMBE	County-based Minority Business Enterprise
CBSB	County-based Small Business	CLB	County-located Business
DBE	Disadvantaged Business Enterprise		

*See Attachment V for Definitions of Certified Businesses*

WORK TO BE PERFORMED BY BIDDER/OFFEROR									
Prime Contractor	Check the appropriate Certification Type(s)						Certification # (if applicable)	% Self Performed	
	NCB	CBB	CBSB	MBE	CBMBE	CLB	DBE		

Total Percentage of CBSB Participation: \_\_\_\_\_ Total Percentage of MBE Participation: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL (TECHNICAL RESPONSE)**



# ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

## PART 2

WORK TO BE PERFORMED BY SUBCONTRACTORS AND THEIR SUBCONTRACTORS										
Subcontractor Name	Certification Type (if any) Check all certification categories that apply							Certification # (if applicable)	Description of Work	% Work Performed
	NCB	CBB	CBSB	MBE	CBMBE	CLB	DBE			

\*These

Percentages should include both the work being performed by the subcontractors and their subcontractors.

TOTAL NCB %:		TOTAL MBE %:	
TOTAL CBB %:		TOTAL CMBE %:	
TOTAL CBSB %:		TOTAL CLB %:	
TOTAL DBE %:			

The undersigned acknowledges that under-utilization or failure to utilize the subcontractors listed on this Supplier Utilization Plan may adversely affect award.

Signature: \_\_\_\_\_

Authorized Signatory of Contractor

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBMIT THIS FORM WITH BID/PROPOSAL (TECHNICAL RESPONSE)

**ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)**

**PART 3**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH BUSINESS LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN**

We certify that in the event \_\_\_\_\_ (“Bidder”) is awarded a contract under  
(Insert Bidder Name)

RFP NO. \_\_\_\_\_ for \_\_\_\_\_,

Bidder and \_\_\_\_\_ (“Subcontractor”) intend to enter into a contract by  
(Insert Subcontractor Name)

which Subcontractor shall perform the work identified in Part 2 of this Supplier Utilization Plan where

Subcontracted is identified. Bidder will require Subcontractor to post the following bonds (if applicable):

1. _____	_____	2. _____	_____
Bond type	Bond amount	Bond type	Bond amount

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. Any subcontractor who intends to use lower tier subcontractors is responsible for the same requirements and interest penalties for payment to its lower tier subcontractors after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

**BIDDER SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**

**ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)**

**PART 4 (A)**

**INSTRUCTIONS:**

**COMPLETE AND SUBMIT THIS SECTION FOR THE BIDDER/OFFEROR.**

WORK TO BE PERFORMED BY BIDDER									
Check the appropriate Certification Type(s)							Certification # (if applicable)	% Self Performed	\$ Self Performed
NCB	CBB	CBSB	MBE	CBMBE	CLB	DBE			

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**

## PART 4 (B)

### INSTRUCTIONS:

#### **SUBMIT ONE FORM FOR EACH OF OFFERER'S SUBCONTRACTORS THAT WILL**

#### **SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES (Multiple Tier Subcontractors to be listed here)**

We certify that in the event \_\_\_\_\_ ("Bidder") is awarded a contract under Solicitation No. \_\_\_\_\_ for \_\_\_\_\_, Bidder's Subcontractor \_\_\_\_\_ ("Subcontractor") intends to subcontract part of its work to the following entities.

Entity Name	Description of Work	Value (\$) of Work	Bonding Required (if applicable)	Signature of Subcontractor's Principal
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
Total \$ Value of Work Subcontractor Will Subcontract to Multi-tier Entities:\$ _____				

**LIST ADDITIONAL SUBCONTRACTORS ON A SEPARATE COPY OF THIS SHEET AND SUBMIT THIS FORM WITH BID/PROPOSAL**

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**

**ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS**

**CERTIFICATION OF CONTRACTOR’S BEST EFFORTS TO MEET THE COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS**

**General**

If, for any reason, during the term of the Contract awarded under this RFP, the Contractor is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this RFP, the Contractor may request, in writing, a waiver of one or both requirements with justification to include the following:

- 1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
- 2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
  - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted, and
  - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- 3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Contractor considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- 4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the Contractor that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

**Definition**

“Best Efforts” means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

**I. Statement of Best Efforts to Select Minority Business Enterprises**

Set forth in detail below are efforts made by Contractor to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

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**II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs**

Set forth in detail below are efforts made by Contractor to contact and negotiate with MBEs and/or CBSBs including: **(a)** a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted; and **(b)** an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

(A) Table of names, addresses, telephone numbers and dates.

Name	Address	Telephone Number	Date

## **ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS (continued)**

Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

### **III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable**

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Contractor considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

### **IV. List of Unavailable MBEs and/or CBSBs**

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

### **Sworn Affidavit of Contractor**

The Affidavit shall be signed by an authorized signatory of the Contractor and shall be notarized.

The undersigned, (Name)\_\_\_\_\_, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Contractor’s Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

\_\_\_\_\_  
Signature:  
Contractor Authorized Representative

STATE OF MARYLAND COUNTY  
OF (\_\_\_\_\_)

I HEREBY CERTIFY THAT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

before the undersigned Notary Public, personally appeared \_\_\_\_\_,  
(Print Name)

and signed this Certification as a true act and deed of \_\_\_\_\_.  
(Contractor Firm Name)

\_\_\_\_\_  
[Affix notary seal here]

\_\_\_\_\_  
Notary Public

My commission expires:

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**

## **ATTACHMENT G – BID PRICE/COST PROPOSAL INSTRUCTIONS**

In order to assist Bidder/Offeree(s) in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Price/Cost Proposal Instructions and a Bid Form/Cost Proposal have been prepared. Bidder/Offeree(s) shall submit their Bid/Cost Proposal in accordance with the instructions on the Bid Form or Cost Proposal Form as specified herein. Do not alter the Bid Form/Cost Proposal Form or the Bid Form/Cost Proposal may be rejected. The Bid Form/Cost Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder/Offeree(s) to the prices entered on the Bid Form/Cost Proposal Form.

The Bid Form/Cost Proposal Form is used to calculate the Bidder/Offeree(s) TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form/Cost Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the County will pay for the specific item or service identified in this Solicitation and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., \$0.344 shall be \$0.34 and \$0.345 shall be \$0.35.
- D) Any goods or services required through this Solicitation and proposed by the Contractor at No Cost to the County must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Bid Form/Cost Proposal Form shall be filled in. Any blanks may result in the Bid/Proposal being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder/Offeree prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form/Cost Proposal Form, nothing shall be entered on or attached to the Bid Form/Cost Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form/Cost Proposal Form have been entered correctly and calculated accurately by the Bidder/Offeree and that the respective total prices agree with the entries on the Bid Form/Cost Proposal Form. Any incorrect entries or inaccurate calculations by the Bidder/Offeree will be treated as provided in Chapter XIV, Section M of the Prince George's County Procurement Regulations, and may cause the Bid/Proposal to be rejected.
- H) If option years are included, Bidder/Offeree(s) must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the County and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in this Solicitation at the prices entered in the Bid Form/Cost Proposal Form.
- I) All prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by this Solicitation. The price shall include, but is not limited to, all of the following: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in this solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in this Solicitation, sample amounts used for calculations on the Bid Form/Cost Proposal Form are typically estimates for bidding purposes only. The County does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the County.

**ATTACHMENT H – BID PRICE SHEET/COST PROPOSAL FORM**

I/We, the undersigned, having carefully read and fully understood the scope of work, propose to provide the required service in accordance with the terms, conditions and specifications of the RFP for the price(s) stated below:

(Based on Initial \_\_\_\_\_ Year Period)

Annual Direct Salary Costs – Include wages per hour of supervisory, administrative, technical, professional and other staff. Itemize all proposed categories of personnel.

Position Title	No. Employees By Category	Rate/Hour	X Hours Anticipated	= \$ Total
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

(Attach additional sheets as needed)  
\$ \_\_\_\_\_

**Total Direct Salary Costs =**

**AVERAGE = \$ \_\_\_\_\_**

BID/PROPOSAL SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BID/PROPOSAL Prepared By (Name of Company Representative): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**



<b>ATTACHMENT H – BID PRICE SHEET – (continued)</b>
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MASTERCARD CREDIT CARD ACCEPTANCE: The Prince George's County Government is engaged in a MasterCard purchasing card program and may use, at its option, MasterCard in addition to purchase orders for purchases made under any contract resulting from this solicitation. Please indicate whether or not your company will (at the option of the County) accept payments via MasterCard.

**Will Accept MasterCard Payments:** \_\_\_\_

**Will Not Accept MasterCard Payments:** \_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**

## ATTACHMENT I – EQUIPMENT LIST

**Bidder/Offeror(s) are to Check One**

[illegible]

**SUBMIT WITH BID/PROPOSAL, IF APPLICABLE**

## **ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

### **Wage Requirements for Service Contracts**

1. This solicitation is subject to the County's Wage requirements law for service contracts under Subtitle 10A-144 of the Prince George's County Code. The "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" included with this solicitation must be completed and submitted with your Bid response.

Failure to complete and submit with your Bid the required certification and pricing material on the form(s) included in this solicitation, as applicable, will render your Bid unacceptable under County law and the Bid will be rejected for non-responsiveness.

2. A County contract for the procurement of services must require the Contractor and any of its subcontractors to comply with the wage requirements of this section, subject to exceptions from coverage for particular contractors in accordance with County Code Section 10A-144(b) and for particular employees in accordance with Section 10A-144(f).
3. If any federal, State or County law or federal or state contract or grant requires payment of higher wage or precludes compliance with Section 10A-144, that law shall prevail.
4. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must perform the following: specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the Contract and any health insurance the organization intends to provide to those employees.
5. A Contractor must not split or subdivide a contract, pay an employee through a third party or treat an employee as a subcontractor or independent Contractor, to avoid the imposition of any requirements in Section 10A-144.
6. Each Contractor and subcontractor covered under Section 10A-144 must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements, and send a copy of each such notice to the County Purchasing Agent.
7. An employer must comply with Section 10A-144 during the initial term of the Contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County's Wage Determination Board will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore Metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of five cents.
8. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation under Section 10A-144. Any retaliation is subject to all sanctions that apply for non-compliance under Section 10A-144.
9. The County may access to the Contractor liquidated damages for any noncompliance with Section 10A-144 wage requirements at the rate of one percent per day of the total contract amount, or for a requirements contract, the estimated annual contract rate value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other

## **ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)**

remedies available to the County. The Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.

10. The Purchasing Agent may conduct random audits to assure compliance with Section 10A-144. The Purchasing Agent may conduct an on-site inspection(s) for the purpose of determining compliance.
11. If the Contractor fails, upon request by the Purchasing Agent, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Purchasing Agent, the Contractor is in breach of this Contract. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted in Paragraph 9 (above), in addition to any other remedies to the County. Contractor and County acknowledge that damages that would result to the County as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor.

**ATTACHMENT J – WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS (continued)**

Prince George's County Code Section 10A-144

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Wage Rate Effective July 1, 2021 through July 1, 2022 \$15.00 Per Hour Wage Rate Effective July 1, 2022 through July 1, 2023 \$15.60 Per Hour
--

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as a Bidder, are awarded the Contract and become "Contractor."

1. Wage Requirements Compliance

- ☐ This Contractor, as a "covered employer," will comply with the requirements under County Code Section 10A-144, Wage Requirements for County Service Contracts. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, at least the wage requirements effective at the time the work is performed. The price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

2. Exemption Status (if applicable)

This Contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:

- ☐ A Contractor who employs fewer than ten employees when the Contractor submits a bid or proposal and will continue to be exempt as long as the Contractor does not employ ten (10) or more employees at any time the Contract is in effect. Section 10A-144(b)(1).
- ☐ A Contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County in the next 12-month period. Section 10A-144(b)(2)(A) and (B).
- ☐ A public entity. Section 10A-144(b)(3).
- ☐ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 10A-144(b)(4). (Must complete Item 3 below).
- ☐ An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144(b)(7). (Must specify the law or furnish a copy of the contract or grant.)

A Contractor who has entered into a participation agreement under Section 10A-141. Section 10A-144(b)(8).

3. Nonprofit Wage and Health Information (Must complete and submit wage and health insurance form)

- ☐ This Contractor is a nonprofit organization that is exempt from coverage under Section 10A-144(b)(4).

## ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

Accordingly, the Contractor has completed the 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 10A-144(c)(2).

4. Nonprofit's Comparison Price(s)

- ☐ This Contractor is a nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the form on which it states its cost proposal or format that is contained in the RFP, and is submitting on this duplicate form its cost(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For proposal evaluation purposes, this cost(s) will be compared to the cost(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate cost proposal or cost format form must be clearly marked as the organization's comparison cost". In order to compare your cost(s), the revised information on the duplicate cost proposal or cost format form must be submitted with your proposal, must show how the difference between your cost and your nonprofit organization comparison cost(s) was calculated, and will not be accepted after the proposal closing date. See Section 10A-144(c)(2).

5. Wage Requirements Reduction

- ☐ This Contractor is a "covered employer" and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$\_\_\_\_\_. See Section 10A-144 (d)(1) and (2).

### CONTRACTOR CERTIFICATION

Contractor Signature: Contractor submits this certification form in accordance with Section 10A-144 of the Prince George's County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, shall adhere to all requirements of Section 10A-144.

\_\_\_\_\_  
Signature: Authorized Corporate, Partner, or Proprietor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name of Signatory

\_\_\_\_\_  
Title of Authorized Signatory

Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL (PRICE BID/COST PROPOSAL)**

**ATTACHMENT K – 501(C) (3) NONPROFIT ORGANIZATION’S EMPLOYEE’S WAGE AND HEALTH INSURANCE FORM, PRINCE GEORGE’S COUNTY CODE SECTION 10A-144**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please provide below the employee labor category of all employee(s) that will perform direct measurable work under the Contract, the hourly wage the organization pays for that employee labor category and any health insurance the organization intends to provide for that employee labor category.

**\*IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE “NONE”.**

Employee Labor Category	Wage Per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g., ABC Insurer, Inc., HMO Medical and Dental)

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## ATTACHMENT L – MID-ATLANTIC PURCHASING TEAM RIDER

### USE OF CONTRACT(S) BY MEMBERS COMPRISING MID –ATLANTIC PURCHASING TEAM RIDER

#### EXTENSION TO OTHER JURISDICTIONS

Prince George’s County, Maryland extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services.

#### Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of this solicitation and resultant contract documents to any requesting jurisdiction or entity.

#### Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification and/or, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

#### **Mid-Atlantic Purchasing Team:**

- |   |   |
|---|---|
| <input type="checkbox"/> Alexandria, Virginia                     | <input type="checkbox"/> City of Manassas Public Schools                |
| <input type="checkbox"/> Alexandria Public Schools                | <input type="checkbox"/> Manassas Virginia                              |
| <input type="checkbox"/> Alexandria Sanitation Authority          | <input type="checkbox"/> Manassas Park, Virginia                        |
| <input type="checkbox"/> Arlington County, Virginia               | <input type="checkbox"/> Maryland-National Capital Park & Planning Comm |
| <input type="checkbox"/> Arlington County Public Schools          | <input type="checkbox"/> Maryland Department of Transportation          |
| <input type="checkbox"/> Bladensburg, Maryland                    | <input type="checkbox"/> Metropolitan Washington Airports Authority     |
| <input type="checkbox"/> Bowie, Maryland                          | <input type="checkbox"/> Metropolitan Washington Council of Governments |
| <input type="checkbox"/> BRCPC                                    | <input type="checkbox"/> Montgomery College                             |
| <input type="checkbox"/> Charles County Public Schools            | <input type="checkbox"/> Montgomery County, Maryland                    |
| <input type="checkbox"/> College Park, Maryland                   | <input type="checkbox"/> Montgomery County Public Schools               |
| <input type="checkbox"/> City of Fredericksburg                   | <input type="checkbox"/> Northern Virginia Community College            |
| <input type="checkbox"/> College Park, Maryland                   | <input type="checkbox"/> Prince George’s Community College              |
| <input type="checkbox"/> District of Columbia Government          | <input type="checkbox"/> Prince George’s County, Maryland               |
| <input type="checkbox"/> District of Columbia Public Schools      | <input type="checkbox"/> Prince George’s Public Schools                 |
| <input type="checkbox"/> District of Columbia Water & Sewer Auth. | <input type="checkbox"/> Prince William County, Virginia                |
| <input type="checkbox"/> Fairfax, Virginia                        | <input type="checkbox"/> Prince William County Public Schools           |
| <input type="checkbox"/> Fairfax County, Virginia                 | <input type="checkbox"/> Rockville, Maryland                            |
| <input type="checkbox"/> Prince William County Service Authority  | <input type="checkbox"/> Intentionally Left Blank                       |
| <input type="checkbox"/> Fairfax County Water Authority           | <input type="checkbox"/> Spotsylvania County                            |
| <input type="checkbox"/> Falls Church, Virginia                   | <input type="checkbox"/> Spotsylvania County Government & Schools       |
| <input type="checkbox"/> Fauquier County Schools & Government     | <input type="checkbox"/> Stafford County, Virginia                      |
| <input type="checkbox"/> Frederick, Maryland                      | <input type="checkbox"/> Takoma Park, Maryland                          |
| <input type="checkbox"/> Frederick County, Maryland               | <input type="checkbox"/> Upper Occoquan Service Authority               |
| <input type="checkbox"/> Gaithersburg, Maryland                   | <input type="checkbox"/> Vienna, Virginia                               |
| <input type="checkbox"/> Greenbelt, Maryland                      | <input type="checkbox"/> Washington Metropolitan Area Transit Authority |
| <input type="checkbox"/> Herndon, Virginia                        | <input type="checkbox"/> Washington Suburban Sanitary Commission        |
| <input type="checkbox"/> Leesburg, Virginia                       | <input type="checkbox"/> Winchester, Virginia                           |
| <input type="checkbox"/> Loudoun County, Virginia                 | <input type="checkbox"/> Winchester Public Schools                      |
| <input type="checkbox"/> Loudoun County Public Schools            |   |
| <input type="checkbox"/> Loudoun County Water Authority           |   |



<b>ATTACHMENT M – STATEMENT REGARDING COMPLIANCE WITH RESIDENT HIRING GOALS ON EXISTING CONTRACTS AT RENEWAL OR EXTENSION</b>
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For any existing contract or agreement for a procurement funded by a County agency or the County government, including any existing multiyear contract or extended contract, the Purchasing Agent shall require the inclusion of a condition in the Contract or agreement requiring best efforts to meet the annual County resident hiring goals Pursuant to Prince George’s County Code Section 10A-169 (f) at the time of any contemplated exercise of an option, extension, or renewal, including automatic extensions or renewal (e.g. “evergreen” contracts or agreements), or the Contract or agreement shall not be renewed or extended by the County government or County agency.

## **ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT**

Pursuant to Prince George's County Code Section 10A-169, the Contractor agrees to the following provisions as a condition to their contract with Prince George's County:

- A) The first source for finding employees to fill all jobs created by the government assisted project shall be the First Source Registry;
- B) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source Registry;
- C) Contractor shall submit to the Prince George's County Economic Development Corporation's Workforce Services Division and the Purchasing Agent by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement an agreement compliance report for the project that includes the:
  - (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of jobs openings listed with the Prince George's County Economic Development Corporation's Workforce Services Division;
  - (5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and  
(B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires and cumulative work hours by County residents; and
  - (6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and  
(B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires and cumulative employee hours worked, including, for each employee:
    - (i) Name;
    - (ii) Job title;
    - (iii) Hire date;
    - (iv) Residence; and
    - (v) Referral source for all new hires.

**ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT (continued)**

- (D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George’s County Economic Development Corporation’s Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.
- (E) The Purchasing Agent requires “best efforts” to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring “best efforts” to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by Contractors and subcontractors on procurements funded by a County agency under the supervision or control of the Contractors and subcontractors.

\_\_\_\_\_  
**Signature: Authorized Corporate Officer/Partner or Proprietor** **Date**

\_\_\_\_\_  
**Typed/Printed Name of Signatory** **Title of Authorized Signatory**

**Name of person designated by your firm to monitor your company’s compliance with the First Source and Local Hiring agreement:**

**Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

**ATTACHMENT O – FIRST SOURCE AND LOCAL HIRING AGREEMENT COMPLIANCE REPORT**

**Instructions:** This report must be submitted electronically to Employ Prince George’s County, EPGFirstSource@co.pg.md.us and the Purchasing Agent, OCSCContractCompliance@co.pg.md.us by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement... After the first report, if no changes occur write “Same”.

**Part I**

Number of employees needed for the Project	Number of current employees transferred	Number of new job openings created	Number of job openings listed with Employ PG

**PART II (Project Employment of County Residents Only During Previous Month)**

For the *reporting period* (during the previous month), the total number of County residents employed, number of new County resident hires and total hours worked by County residents

Total number of County residents employed on the project (including new hires)	Total hours worked by County residents

**PART III (Project Employment of County Residents During the Calendar Year)**

For the *calendar year*, the cumulative total number of County residents employed, including cumulative new County resident hires, and cumulative work hours by County residents

Cumulative County resident hires	Cumulative work hours by County residents

**PART IV (All Individuals Employed on the Project During the Previous Month)**

For the *reporting period* (during the previous month), the total number of employees employed, including new hires, and total employee hours worked, and

Current Project employee hires	Current work hours by project employees

**PART V (All Individuals Employed on the Project During the Calendar Year)**

For the *calendar year*, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked

Cumulative Project Employees	Cumulative New Hires	Cumulative employee hours worked on the Project

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**ATTACHMENT O – FIRST SOURCE AND LOCAL HIRING AGREEMENT COMPLIANCE  
REPORT (continued)**

**Part VI Individual Employees**

For the *calendar year*, identify all individuals employed on the project by name, job title, hire date, residence address and, for new hires only, the referral source.

Employee name	Job Title	Hire Date	Residence address	If New Hire, Referral Source

If more space is needed, use a copy of this form and attach to report.

<b>ATTACHMENT P – CERTIFICATE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT</b>
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In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of Bidder/Offeror(s) or prospective Contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

**Certification of Bidder**

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

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

Name of Firm/Partnership/Corporation: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

P.G.C. Form #4318  
(Rev. 12/93)

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## ATTACHMENT Q – PROFESSIONAL REFERENCES

Bidder must provide three (3) Professional References for the Prime Contractor only. Professional references shall concern services similar to those in the applicable functional area provided within the last five (5) years.

**Name of Prime Contractor:** \_\_\_\_\_

Name of Reference: \_\_\_\_\_

Address of Reference: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact email address: \_\_\_\_\_

Description of Goods/Services Provided: \_\_\_\_\_

Contract Date and Term: \_\_\_\_\_

Name of Reference: \_\_\_\_\_

Address of Reference: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact email address: \_\_\_\_\_

Description of Goods/Services Provided: \_\_\_\_\_

Contract Date and Term: \_\_\_\_\_

Name of Reference: \_\_\_\_\_

Address of Reference: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact email address: \_\_\_\_\_

Description of Goods/Services Provided: \_\_\_\_\_

Contract Date and Term: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## ATTACHMENT R – WELFARE TO WORK INITIATIVE FORM

**WELFARE TO WORK INITIATIVE:** The Prince George’s County Government actively supports provisions of the Welfare Innovation Act of 1996. Contractors responding to this solicitation are encouraged to hire persons enrolled in the “Resource Initiative for Self-Empowerment” Program as part of their Bid. Bidder/Offeror(s) interested in additional information on the welfare to work effort should contact the Prince George’s County Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.

**Please indicate below your interest in participating in the Welfare to Work Initiative:**

Will Seek Participation: \_\_\_\_

Not Interested: \_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

**SUBMIT THIS FORM WITH BID/PROPOSAL**



## ATTACHMENT S – CLEAN RENEWABLE ENERGY

### Clean Renewable Energy Technology Feasibility Assessment Guidance Document

The Clean Renewable Energy Technology in Public Buildings law requires the County to construct new public buildings and all major renovations of existing public buildings to incorporate a minimum of one kilowatt of solar electricity generation (i.e., solar PV), geothermal heating and cooling, solar hot water/solar thermal, or wind generation for every one thousand **(1,000) square feet of gross floor area**. Clean renewable energy technology shall also include passive solar energy generation that reduces energy use from other sources **by at least 20%**.

A project feasibility assessment shall be performed to determine whether the new construction project or major renovation of a public building can be built or retrofitted with the aforementioned technologies. The following outlines the minimum information the design team should include in the Clean Renewable Energy Technology Feasibility Assessment.

#### General Assessment Requirements

- Overview of the construction project
- Final recommendation(s) and statement supporting the recommendation(s)
- Existing or proposed energy consumption (kwh & therms) of the building
- Explanation of energy assumptions utilized in the assessment
- Explanation of any site related challenges such as low wind speed, limited access to sunlight, etc.

#### Technical Requirements

- The assessment must include an evaluation of the following technologies: solar hot water/solar thermal, wind, solar PV, geothermal heating & cooling, and passive solar design

#### KEY FACTORS TO CONSIDER WHEN RECOMMENDING A TECHNOLOGY

- The law stipulates the installed technology should have a 15 year payback
- Total cost of installation of the selected technology (including the cost to perform the assessment) should not exceed 2% of the total project cost
- Life and safety issues should be considered
- Consider overall cost avoidance
- Consider overall energy savings in kWh and therms
- Consider overall reduction in carbon dioxide equivalent (CO<sub>2</sub>e) emissions

#### For each technology aforementioned, an estimate of the following shall be provided:

- Initial cost of the system and associated components
- Replacement cost & year of occurrence
- Maintenance cost
- Avoided or offset of electricity cost
- Avoided or offset of water cost (if applicable)
- Avoided or offset of gas cost (if applicable)
- Avoided carbon dioxide emissions (CO<sub>2</sub> equivalent) in pounds and tons
- Any energy related cost to operate the technology/system (e.g. associated pumps, fuel)
- Energy savings in kWh, therms and/or BTUs
- Simple Payback (15 yrs. or less)
- Return on Investment (annually)

For passive solar design, please describe the design features and percent reduction in energy consumption below the energy baseline in kWh and/or therms

*The goal is to select the most energy-efficient and environmental beneficial technology while balancing financial constraints.*

<b>ATTACHMENT T – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING SUSPENSION AND DEBARMENT</b>
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**General**

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Rule for Suspension and Debarment is required of Bidder/Offeror(s) or prospective Contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

**Certification of Bidder**

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Nonprocurement Common Rule For Debarment And Suspension.

Name: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Verification by County Agent**

On \_\_\_\_\_ the federal website was checked to ensure the above referenced Contractor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

## ATTACHMENT U – NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT



Angela D. Alsobrooks  
County Executive

### PRINCE GEORGE'S COUNTY GOVERNMENT DEPARTMENT OF FAMILY SERVICES (301) 265-8450 / MARYLAND RELAY 711

#### NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the County will not discriminate against qualified individuals with disabilities on the basis of disability in the County's services, programs, or activities.

**Employment:** The County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

**Effective Communication:** The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the County's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision limitations.

**Modifications to Policies and Procedures:** The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the County's ADA Compliance Manager as soon as possible, but not later than 48 hours before the scheduled event. If you believe that a County program, service, or activity is not accessible to persons with disabilities, please direct your complaint to the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

## ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES

The business entities defined below are established only where the entity obtains certification from SDDD and the certification is current (not expired) as of the closing date of the solicitation.

- 1) **County-Based Business (CBB):** A SDDD certified business that:
  - a. Requires that its chief executive officer and the highest level managerial employees of the business maintain their offices and perform their managerial functions in the County;
  - b. Files a written certificate that the business is not delinquent in the payment of any County taxes, charges, fees, rents or claims;
  - c. Files a tax return filed with the State of Maryland establishing that the business has operated within the County within the preceding twelve (12) months;
  - d. Files documentation showing that during the preceding twelve (12) months the business has continuously maintained a valid business license or permit;
  - e. Files documentation showing that during the preceding twelve (12) months the business has continuously occupied an office within the County, as its principal place of operation; and
  - f. Files documentation showing that:
    - i. More than fifty percent (50%) of the business' full-time employees are County residents; or
    - ii. The owners of more than fifty percent (50%) of the business are County residents; or
    - iii. More than (fifty percent) 50% of the assets of the business, excluding bank accounts, are located in the County; or
    - iv. More than (fifty percent) 50% of the total sales or other revenues of the business are derived from transactions of the business in the County.
- 2) **County-Based Small Business (CBSB):** A SDDD certified business that meets the requirements of:
  - a. a County-Based Business; and
    - i. a MDOT Small Business (as defined herein); or
    - ii. a SBA Small Business (as defined herein).
- 3) **County-Located Business (CLB):** A SDDD certified business that:
  - a. has a County office, but is not a County-based business; and
  - b. either:
    - i. has at least five (5) FTE ("full-time equivalent") employees in the County office for the full duration of the County office's lease; or
    - ii. has at least three (3) FTE employees in the County office, with at least two (2) of the FTE employees being County residents, for the full duration of the County office's lease; or
    - iii. if such business has an ownership interest in the building containing the County office, has at least three (3) FTE employees in the County office for the full duration of the business's ownership interest in the building.
- 4) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
  - a. It is independently owned and operated
  - b. It is not a subsidiary of another firm;
  - c. It is not dominant in its field of operation;
  - d. With respect to employees, either:
    - i. Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
    - ii. Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
    - iii. Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - iv. Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - v. Its construction operations did not employ more than 50 persons in its most recently completed 3

- fiscal years; and
    - vi. Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
  - e. With respect to gross sales:
    - i. The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
    - ii. The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
    - iii. The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
    - iv. The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
    - v. The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
    - vi. The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years

5) **Minority Business Enterprise (MBE):** An SDDD certified business:

- a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more minority individuals; and
- b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
- c. Which has been certified by SDDD.

6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:

- a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
- b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- f. Females, regardless of race, ethnicity or origin; and
- g. Veterans and Service Disabled Veterans.

## ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES (continued)

- 7) **SBA Small Business:** A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:
- a. Is organized for profit;
  - b. Has a place of business in the U.S.;
  - c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
  - d. Is independently owned and operated; and
  - e. Is not dominant in its field on a national basis.

**ATTACHMENT W – MONTHLY SUPPLIER PARTICIPATION REPORT****MONTHLY SUPPLIER PARTICIPATION REPORT****TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT**<https://mypgc.diversitycompliance.com>

<b>SOLICITATION #:</b>	<b>SOLICITATION Description:</b>	<b>Date Form Submitted:</b>	<b>Period Ending:</b>
<b>Prime Contractor:</b>	<b>Contact Person:</b>	<b>Email:</b>	
<b>Telephone#: (    )</b>	<b>Total Contract Value:</b>	<b>Scheduled Completion Date:</b>	

**SUPPLIER INFORMATION**

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) See Attachment V for Definitions of Certified Businesses.

Subcontractor Name/ Self-performing prime	Description of Work Performed	Certification Type	Agreed upon % of work	Total dollars committed based on %	Amount Paid this period	% of work Completed to Date	Amount Paid to Date

**Cumulative Total to Subcontractors to Date:****My signature below certifies that the information submitted in this report is true to the best of my knowledge, information and belief.**

<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
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**ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN****Part 1****TO BE SUBMITTED TO THE OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT**<https://mypgc.diversitycompliance.com>**SOLICITATION No.:** \_\_\_\_\_ **SOLICITATION TITLE :** \_\_\_\_\_

The awardee under the above referenced Invitation for Bid submits this request for approval to modify the approved Supplier Utilization Plan dated \_\_\_\_\_, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Prime Contractor Name: \_\_\_\_\_

Authorized Person's Name: \_\_\_\_\_

Authorized Person's Title: \_\_\_\_\_

Total Value of CBSB Participation Proposed in Bid: \_\_\_\_\_ Total Value of MBE Participation Proposed in Bid: \_\_\_\_\_

**Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB). See Attachment G for Definitions of Certified Businesses.**

VALUE OF WORK TO BE PERFORMED BY CONTRACTOR			
Prime Contractor Name	Certification Type (if any)	Certification Number (if applicable)	Value of Prime Contractor's Work (\$)



**ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN (continued)**

**PART 2**  
**TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT**

<https://mypgc.diversitycompliance.com>  
**INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN THE PRIME CONTRACTOR THAT THIS REQUEST PROPOSES TO ADD, MODIFY, REMOVE OR MAINTAIN IN PRIME CONTRACTOR’S SUPPLIER UTILIZATION PLAN**

**Status Key: A – Add ♦ M – Modify ♦ R – Remove ♦ M- MAINTAIN**

Subcontractor Name	Certification Type (if any)	Certification Number (if applicable)	Subcontract Value (\$)	% of Total Award to Prime	Description of Work	Status

**LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET**

**ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN  
(continued)**

**PART 3**

**TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT**

**<https://mypgc.diversitycompliance.com>**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH BUSINESS LISTED IN PART 2 OF THIS  
REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN**

Name of Awardee: \_\_\_\_\_ (“Prime Contractor”)

Name of Subcontractor : \_\_\_\_\_ (“Subcontractor”)

We/I certify that in the event this request for Modification of Supplier Utilization Plan is approved

Check one:

The subcontract between the Prime Contractor and Subcontractor will continue in effect.	
The subcontract between the Prime Contractor and Subcontractor will be modified as shown in Part 2 of this Request for Modification of Supplier Utilization Plan	
The subcontract between the Prime Contractor and Subcontractor will be terminated or will have expired. State reasons: _____ _____	
Other: _____ _____	

**PRIME CONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBCONTRACTOR  
SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

If Prime Contractor is unable to obtain Subcontractor’s signature, state reasons:

\_\_\_\_\_

**ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN (continued)**

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER’S SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES (Multiple Tier Subcontractors to be listed here)**

**TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT**

<https://mypgc.diversitycompliance.com>

We certify that in the event \_\_\_\_\_ (“Offer or”) is awarded a contract under RFP No. \_\_\_\_\_ For \_\_\_\_\_, Offertory’s Subcontractor \_\_\_\_\_ (“Subcontractor”) intends to subcontract part of its work to the following entities:

Entity Name	Description of Work	Value (\$)of Work	Bonding Required (if applicable)	Signature of Subcontractor’s Principal
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
Total \$ Value of Work Subcontractor Will Subcontract to Multi-Tier Entities:\$ _____				

## ATTACHMENT Y – General Conditions and Instructions to Bidder/Offeror(s)

### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER/OFFEROR(S)

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation for bid, purchase order or other award issued by the County Purchasing Agent unless otherwise specified. Bidder/Offeror(s) or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder/offeror's own risk and relief cannot be secured on the plea of error.

Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Office of Central Services will bind Bidder/Offeror(s) to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

### CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The bidder/offeror shall retain one copy for his files and submit one copy signed and sealed.
2. **Late Bids:** Bids or proposals or amendments thereto must be received in the Contract Administration and Procurement Division office or other such location as designated herein not later than the scheduled time and date for bid opening/closing, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening/closing, or closing date for receipt of proposals, and is received in the Contract Administration and Procurement Division office prior to the scheduled bid opening/closing time or closing time and date for receipt of proposals.
4. **Mailing of Bids:** Bids must be submitted on SPEED. No mailed, faxed, or email Bids will be accepted.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 120 Days:** Unless otherwise specified all formal bids submitted shall be binding for 120 calendar days following bid opening/closing date, unless the bidder/offeror (s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the County or by the bidder/offeror, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder/Offeror may restrict a bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder/offeror names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the County.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder/offeror. Erasures or changes in bids must be initialed.
10. **Questions Re Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening/closing of bids. Inquiries received

within five (5) days of the date set for the opening/closing of bids will not be given consideration. Any interpretation made to prospective Bidder/Offeror(s) will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective Bidder/Offeror(s) no later than three (3) days before the date set for opening/closing of bids. Oral answers will not be binding on the County.

**11. Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid, and Contract form with an explanation as to why you are unable to bid on these requirements.

**12. Multiple Bids/Proposals:** No bidder/offeror will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder/Offeror(s) must determine for themselves which to offer. IF SAID BIDDER/OFFEROR SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM- ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE COUNTY PURCHASING AGENT.

**13. Taxes:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K. Bulletin 73-1 issued by the State of Maryland's Comptroller of the Treasury which states in part that contractors and subcontractors who bid on jobs to construct realty for County governments must pay the retail sales tax on all materials, equipment, and supplies purchased to complete their contract. Further, they must pay sales tax on rental tools and equipment used in connection with the contract. Equipment purchased by such contractors from out-of-state vendors is subject to the tax when brought to Maryland.

**14. Catalogs:** Each bidder/offeror shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder/offeror proposes to furnish.

**15. Competency of Bidder/Offeror(s):** The County reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to Prince George's County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The bidder/offeror, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

**16. Access to Information About Hazardous and Toxic Substances Act:** In accordance with Subtitle 32 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder/offeror shall submit with the bid a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in bid being declared non-responsive.

Additionally, bidder/offeror agrees (by virtue of bid/proposal submittal) to comply with all provisions of Subtitle 32.

## **BID/PROPOSAL DEPOSIT**

**17. Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. An annual bid bond on file with the County with an uncommitted balance equal to the bid shall be acceptable as surety. The County will also accept a cashier's check, certified check, U.S. Postal Money Order, or Treasurer's check drawn on a responsible bank doing business in the United States, which is made payable to Prince George's County, Maryland. When computing amount of Bid for certified check purposes, do NOT deduct for trade-ins.

**18. Annual Bid Bonds:** Bidder/Offeror(s) who regularly do business with the County shall be permitted to file with the Contract Administration and Procurement Division an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction. Annual bid bonds shall be in

an amount as determined by the bidder/offeror, of no less than \$2,000. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

**19. Performance Bond:** The successful bidder or offeror(s) on this bid must furnish a performance bond as indicated on the bid cover, made out to Prince George's County, Maryland, prepared on an approved form, as security for the faithful performance of his contract, within ten days of notification that the bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful Bidder/Offeror(s) upon failure or refusal to furnish within ten days after his notification the required performance bond shall forfeit to Prince George's County, Maryland, as liquidated damages their bid deposit. As a written condition of a procurement award or procurement contract authorized under the Procurement Code, the Purchasing Agent or the Purchasing Agent's designee may require an award recipient, excluding County-based small businesses, to provide bid, performance, and/or payment bonding assistance to County-based small business in order to assist in complying with the County laws requiring County-based business participation.

**20. Samples:** The samples submitted by Bidder/Offeror(s) on items which they have received an award may be retained by the County until the delivery of contracted items is completed and accepted. Bidder/Offeror(s) whose samples are retained may remove them after delivery is accepted. Samples on which Bidder/Offeror(s) are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The County will not be responsible for such samples if not removed by the bidder/offeror within 30 days after the award has been made. Bidder/Offeror(s) shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder/offeror. All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder/offeror, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder/offeror to clearly identify samples as indicated may be considered sufficient reason for rejection of bid/proposal.

## **SPECIFICATIONS**

**21. Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/offeror proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder/offeror. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder/offeror articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder/offeror clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder/offeror proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

**22. Formal Specifications:** The bidder/offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications. All deviations from the specifications must be noted in detail by the bidder/offeror, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder/offeror strictly accountable to the County to the specifications as written. Any deviation from the specifications as

written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

## **AWARD**

**23. Award or Rejection of Bids:** The contract will be awarded to the lowest evaluated responsive and responsible bidder/offeree. Pursuant to County Code Section 10A-161(f), for any procurement contract greater than Five Hundred Thousand Dollars (\$500,000) in value, where the lowest evaluated bid from a responsive bidder/offeree is not from a County-based small business, the lowest bidding responsible and responsive County-based small business shall be given a final opportunity by the Purchasing Agent or the Purchasing Agent's designee to offer a responsive bid less than the lowest responsive bid and thus win the procurement award. In determining a bid, applicable bid or price preferences shall be applied.

The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The Purchasing Agent also reserves the right to reject the bid/proposal of a bidder/offeree who has previously failed to perform properly or complete on time contracts of a similar nature or a bid/proposal of a bidder/offeree for whom an investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder/offeree to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder/offeree.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the bidder/offeree with laws and ordinances relating to previous contracts with the County and to the bidder/offeree's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder/offeree to perform the contract or provide the services.
- f. The quality, availability, and adaptability of the supplies, or contractual services, to the particular use, required.
- g. The ability of the bidder/offeree to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder/offeree is in arrears to the County, in debt on contract or is a defaulter on surety to the County or whether the bidder/offeree's taxes or assessments are delinquent.
- i. The resale value and life cycle costs of the subject of the contract.
- j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder/offeree's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder/offeree's liability.

**24. Indemnity:** Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the County in consequence of the granting of this contract of which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the contractor shall at his own expense, satisfy and

discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**25. Collusive Bidding:** The bidder/offeror certifies that his bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**26. Identical Bidding - Executive Order No. 10946:** All identical bids submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

**27. Conflict of Interest:** As a prerequisite to the payment pursuant to the terms of this contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding one thousand dollars (\$1,000) or imprisonment not exceeding six (6) months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any contract entered into by Prince George's County, Maryland.

**28. Statement of Ownership - CB 1-1992:** Each and every individual whether a sole proprietor, partnership, limited partnership, joint stock company, association, corporation or any other form of business entity responding to a bid solicitation shall provide a statement of the ownership and shall contain:

- a. A statement by the business entity or its authorized representative listing the name or names as well as the business and residence address of all those individuals having a ten percent (10%) financial interest in the business entity.
- b. A corporation shall file a statement listing the officers of the corporation, their business and residence addresses, the date of which they assumed their respective offices, a list of the current Board of Directors, their business and residence addresses as well as the date on which each Director assumed his office and the date of which his term shall expire.
- c. In addition to the requirement set forth in (a) above, a corporation must file a statement containing the names and residence addresses of those individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to, stocks of any type or class and serial maturity bonds of any type or class.
- d. Any statement filed pursuant to CB 1-1992 shall be valid for a period of one year from the date it is filed, provided that the information contained therein is updated as necessary upon the award of any subsequent contract.
- e. No contract shall be finally awarded unless there has been compliance with the provisions of this section.

**29. Bidder/Offeror(s) Qualification Statement:** Every person, upon submitting a bid proposal or other application for a contract with a public body, shall submit an affidavit stating to its best knowledge whether it or any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:



- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Section 16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Section 16-203.

30. **Brokering:** The County shall not contract with any broker unless brokering is a standard practice in the applicable industry with respect to which such contract relates or as provided by the waiver of the Purchasing Agent.

31. **Reseller and Distributors for Commodities:** In the procurement of commodities for which manufacturers or publishers of such commodities utilize authorized resellers or distributors, including, but not limited to, information technology software and hardware products:

(a) The County shall procure such commodities solely from County-based small businesses that are authorized resellers or distributors if (1) there are County-based small businesses that are authorized resellers or distributors of such commodities, and (2) such businesses are authorized as resellers or distributors by the publisher or manufacturer of such commodities.

(b) The County is authorized to procure such commodities directly from the manufacturer or publisher only if the requirements of Subsection (a), above, are not met.

31. **Notice of Acceptance:** A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder/offeror within the time for acceptance specified in the Request for Proposals shall be deemed to result in a binding contract without further action by either party.

32. **Tie Bids:** If two or more bids are equally qualified for award, the bid shall be awarded in the following order: County-based small business, County-based minority business enterprise, County-based business, other minority business enterprise, Maryland-based business, and any other fair and equitable manner determined by the Purchasing Agent.

33. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless contractor furnishes the Purchasing Agent with a statement of unordered balances not less than ten days after the termination date of the contract.

34. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered.

35. **Protests:** Any bidder/offeror which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening/closing of bids. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible.

Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening/closing or the closing date for receipt of proposals shall be delivered before bid opening/closing or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

## CONTRACT PROVISIONS

**36. Certification by Purchasing Agent:** Prior to the execution of any procurement contract or agreement (to include extensions or renewals) subject to 10A-112, 10A-113, 10A-114 or 10A-115 of Division 7 of the Procurement Code, the Purchasing Agent or designee shall certify in writing that such procurement is in full compliance with the applicable provision of Division 7 or the procurement shall be rendered "void and illegal". Where a procurement award contract or agreement is rendered "void and illegal", it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

**37. Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The County's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

**38. Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.

**39. Expiration of Contracts:** Contracts will remain in force for full periods specified and until all articles ordered before date of expiration shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to the expiration date.
- b. Extended upon written authorization of the Purchasing Agent to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**39. Subletting of Contract:** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Agent, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

**40. Default Remedies:** The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the bid or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a County contract, failure to make timely replacement or correction of rejected articles or services or failure to maintain at all times during the contract term compliance with the County-based business participation requirements. In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the County may reprocore similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Bidder/Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the County for any excess reprocorement costs incurred by the County as a result of the contractor's default. Excess reprocorement costs shall be defined as the difference between the defaulting contractor's contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the reprocorement.

The contractor agrees by submitting a bid or proposal that such excess reprocorement costs may be recovered by the County by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the County, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the County or 4) legal action against the contractor.

**41. Termination For Convenience:** The performance of work under this contract may be terminated by the County within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause

in whole, or from time to time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. In the event of such termination, the County shall compensate the contractor fair and equitably for all goods and services provided up to the date of termination. However, the contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination. Where a procurement award contract or agreement is rendered "void and illegal" it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

42. **Liability:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

43. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

44. **Non-Discrimination:** A contractor who is the recipient of County Funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.

45. **Guarantee:** Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the County are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County.

46. **Placing of Orders:** Orders against contracts may be placed with the contractor on a Purchase Order executed and released by the Purchasing Agent or designee. Telephonic orders placed directly with the contractor by the ordering agency may be authorized by the Purchasing Agent, only after execution of a Blanket Purchase Order.

47. **Provision for Other Agencies:** Unless otherwise stipulated by the bidder/offeror, the bidder/offeror agrees when submitting his bid that he will make available to all County agencies and departments, bi-county agencies, in-county municipalities, the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under the awarded contract. .

48. **Delinquent Tax Setoffs:** In the event that the contractor owes money to the County as a result of the entry of judgment, debt arising out of a contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the contractor by virtue of this or other contracts.

49. **Prompt Payment:**

(a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible

for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.

- (b) Interest penalties. In the event Contractor violates paragraph (a) above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%)(or such other amount as identified in County Code Section 10A-153) of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a contractor being suspended or debarred.
- (c) Contractor shall include in each of its subcontracts: (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; (2) an interest penalty clause which obligates Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (3) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

**50. Requirement Electronic Payments:** County Vendors are required to enroll in Automated Clearing House (ACH) or similar electronic payment system with the County.

## **DELIVERY PROVISIONS**

**51. Responsibility for Materials Shipped:** The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the County may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

**52. Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies that are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

**53. Time of Delivery:** Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, County Holidays or days the County is closed to the public.

**54. Packing Slips or Delivery Tickets:** ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number
- The Name of the Article and Stock Number (Supplier's)
- The Quantity Ordered
- The Quantity Shipped
- The Quantity Back Ordered
- The Name of the Contractor

Bidder/Offeror(s) are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

55. **General Guaranty:** Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
- d. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

56. **Cartage:** No charge will be allowed for cartage on packages unless by special agreement, in writing, by the Purchasing Agent.

## ATTACHMENT Z – General Terms and Conditions

### **GENERAL TERMS AND CONDITIONS**

The following standard General Terms and Conditions of contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. The County's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. The County shall notify the Contractor as soon as it obtains knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of Prince George's County and the State of Maryland. By submitting a Proposal in response to this Request for Proposals, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
3. **CONTINGENCY FEE PROHIBITION:** The Contractor hereby represents that they have not retained anyone to solicit or secure this contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **COUNTY HELD HARMLESS:** It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the Contractor hereby agrees to indemnify defend and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County solely by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with the County, including its agencies, or a political subdivision of the State, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:**
  - (a) Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.

## ATTACHMENT Z (continued)

(b) The Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.

(c) Interest penalties. In the event Contractor violates Paragraph (b), above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in Contractor (or higher tier subcontractor) being suspended or debarred.

(d) Subcontract Clause Requirements. Contractor shall include in each of its subcontracts:

(1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and

(2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month.

(3) a clause requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and (ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

7. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator and handled in accordance with Sections 10A-104 and 10A-107 of the County Code.
8. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall at the County's option become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County Contracts. Damages may include excess re-procurement costs.
9. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County with 30 calendar days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 calendar days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will compensate Contractor for all monies earned up to the date of termination. However, the Contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**ATTACHMENT Z (continued)**

10. **OSHA REGULATIONS, BLOODBORNE PATHOGENS:** The successful Contractor shall, during the course of performance under the proposed Contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to blood borne pathogens and other potentially infectious materials. During the performance of this Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
11. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on any successor and assigns of the Contractor. It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest herein, or its power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms, of the Contract.
12. **NON-DISCRIMINATION:** A contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Contractor shall incorporate the provisions of this Section 12 in all contracts entered into with suppliers of materials or services; and Contractor's subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this Contract. Contractor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711
13. **EMPLOYMENT OF COUNTY PERSONNEL:** The Contractor may not engage, on a full-time, part-time or other basis, during the period of the Contract, any professional or technical personnel in the employ of Prince George's County.
14. **WELFARE TO WORK INITIATIVE:** The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Offerors responding to County solicitations are encouraged to hire persons enrolled in the Resource Initiative for Self-Empowerment Program as part of their proposal. Offerors interested in additional information on the welfare to work effort should contact Prince George's County's Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.
15. **ECONOMIC DEVELOPMENT:** Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based businesses are encouraged to participate in the County's procurement process. Prince George's County Government is committed to promoting economic development, expanding business opportunities and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Office of Central Services, Contract Administration and Procurement Division.



**ATTACHMENT Z (continued)**

16. **SEXUAL HARASSMENT:** Prince George's County Government is committed to providing a work environment that is free from discrimination, insults, intimidation and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of Contract, and thus the Contractor will be required to remove the offender from the job-site.
17. **RELEASE OF INFORMATION:** During the term of the Contract, the Contractor may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the County, the account, or performance of services under the Contract, without prior written consent of the County; and the Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the County, the account, or the Contract by the Contractor or its agents or employees.
18. **ARREARAGES:** By submitting a response to this solicitation an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the County and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
19. **TAX EXEMPTIONS:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K.
20. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a Contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.
21. **DEFAULT REMEDIES:** The Contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the Contractor for any of the following reasons: failure to perform in accordance with Contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any Contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a County Contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the Contractor shall continue the performance of the Contract to the extent not terminated.

In the event of default by the Contractor, the County may procure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Contractor is obligated to the County for any excess procurement costs incurred by the County as a result of the Contractor's default. Excess procurement costs shall be defined as the difference between the

defaulting Contractors Contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the procurement.

## ATTACHMENT Z (continued)

The Contractor agrees by submitting a proposal that such excess re-procurement costs may be recovered by the County by: 1) deduction of such amount from monies owed the Contractor on this or any other contract(s) the Contractor may have with the County, 2) recourse to the Contractor's surety, 3) direct payment by the Contractor to the County or 4) legal action against the Contractor.

22. **DELINQUENT TAX SETOFFS:** In the event that the Contractor owes money to the County as a result of the entry of judgment, debt arising out of a Contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the Contractor by virtue of this or other Contracts.

23. **GENERAL GUARANTY:**

Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other Contractors, for which he or his workmen is responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

24. **CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by Prince George's County, Maryland.

25. **VENDOR QUALIFICATION STATEMENT:** Vendors hereunder are advised that prior to the Contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.

**ATTACHMENT Z (continued)**

26. **COLLUSIVE BIDDING:** Offeror certifies that his proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
27. **IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.
28. **PROTESTS:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked “PROTEST.” The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protestor’s allegations. All protests shall be delivered not later than seven (7) calendar days after the protestor knew or should have known the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protest not delivered within the time periods specified above shall be untimely.

## ATTACHMENT AA – Sample Agreement

### SAMPLE AGREEMENT

**THIS AGREEMENT** (the “Agreement”) is entered into as of the effective date set forth on the signature page hereof (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “County”) and ABC Company, (the “Contractor”)]

**WHEREAS**, the County issued Request for Proposal (“RFP”) No. [RFP Number] to procure [precise description of goods and services]; and

**WHEREAS**, in response to the RFP, the Contractor submitted a technical and cost proposal to the County dated [Technical and Cost Proposal Dates]; and

WHEREAS, the County Purchasing Agent has determined that it is in the County’s best interest to enter into a contract with Contractor for the provision of the solicited services.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AGREEMENT DOCUMENTS.** This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the “Agreement Documents”:

- (a) This Agreement and all referenced Attachments;
- (b) The County’s Request for Proposal No. [RFP Number]\_ and all of the attachments and appendices thereto (collectively, the “RFP”); and
- (c) Contractor’s Technical and Cost Proposals, [Technical and Cost Proposal Dates] (collectively, the “Proposal”).

Both parties are bound to and will abide by all terms and conditions of the Agreement Documents. In the event of a conflict or inconsistency between any of the terms of the above listed documents, the order of precedence shall be that order in which the documents are listed in this Section .

2. **SCOPE OF WORK.** The Contractor shall perform the obligations set forth in the RFP in compliance with all federal, state, local regulations and standards \_\_\_\_\_, in accordance with the Scope of Work and responsibilities as more particularly described in the Agreement Documents, including, without limitation, Section III of the RFP.

3. **COMPENSATION.** The County shall pay the Contractor for the Scope of Work provided in accordance to the prices set forth in the Contractor’s Cost Proposal dated \_\_\_\_\_ which is part of this Agreement.

The Contractor shall submit monthly invoices which shall include the following:

- (a) Contractor’s name and remittance address; and
- (b) Contractor’s Tax Identification Number; and
- (c) Documentation as to the resultant service completed during the time covering the invoice.

4. **CONTRACTOR PROMPT PAYMENT.**

(a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by the

## ATTACHMENT AA (continued)

County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.

(b) Interest penalties. Any contractor who violates Paragraph (1), above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirements may also result in a contractor being suspended or debarred.

(c) Subcontract Clause Requirements. The prime contractor shall include in each of its subcontracts

(1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and

(2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract

(i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153).

(3) a clause in its subcontracts requiring the subcontractor to

(i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and

(ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

5. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. The County's continuing obligation under this Agreement, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) calendar days written notice.

6. **TERM OF AGREEMENT.** This agreement shall be affective \_\_\_\_\_ for the initial term of two (2) years. The term of this Agreement may be extended for three (3) additional one (1) year periods upon mutual agreement of both parties.

7. **TERMINATION FOR CONVENIENCE.** The performance of work under the Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all compensation earned by Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any damages or anticipatory profits that have not been earned up to the date of termination.

**ATTACHMENT AA (continued)**

8. **TERMINATION FOR DEFAULT.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County Agreements. Damages may include excess re-procurement costs.

9. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Agreement Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Agreement Documents, the controlling terms and conditions shall be in this order:

- (a) this Agreement;
- (b) the Request for Proposal No. \_\_\_\_\_ (collectively, the "RFP");
- (c) the Contractor's Technical Response and Cost Proposal, both dated \_\_\_\_\_ (collectively, the "Proposal");

10. **NON-HIRING OF COUNTY EMPLOYEES.** The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without the written consent of the County.

11. **LICENSURE REQUIREMENTS.** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

12. **CONFIDENTIALITY.** The parties acknowledge that information it obtains from the disclosing party (the "Discloser") in connection with any service or equipment it provides under the terms of this Agreement may be confidential. The receiver of such confidential information (the "Receiver") agrees to maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, the Receiver shall not release any information related to the services or performance of services under this Agreement nor publish any reports or documents relating to the Discloser's account, or performance of services under this Agreement without the prior written consent of the Discloser; except, however, the Receiver may disclose information (i) that the Discloser has approved by prior writing for disclosure; (ii) that is disclosed to the Receiver's professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in the Receiver's possession or available to it from a third party prior to its receipt in connection with any service; (v) which is obtained by the Receiver from a third party who is not known to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which the Receiver is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

## ATTACHMENT AA (continued)

13. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the County, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Agreement. The

Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

14. **INSURANCE COVERAGE.** The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein. The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

The Contractor has in force or shall obtain and provide to Prince George's County, Maryland evidence of commercial insurance coverage for the following exposure: **(ALL REQUISITE INSURANCE LIMITS MUST BE APPROVED ANNUALLY, IN WRITING, BY THE COUNTY'S RISK MANAGER.)**

**WORKER'S COMPENSATION:** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: MARYLAND STATE STATUTORY LIMITS

Employer's Liability:	Each Accident	\$500,000
	Disease Policy Limits	\$500,000
	Disease - Each Employee	\$500,000

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).** An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000/\$2,000,000 per occurrence/aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
PERSONAL INJURY / ADVERTISING	\$1,000,000
Physical and Sexual Abuse	\$100,000/\$300,000 per occurrence

**PRINCE GEORGE'S COUNTY, MARYLAND must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Agreement.**

**ATTACHMENT AA (continued)**

**AUTOMOBILE LIABILITY INSURANCE:** An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY    \$1,000,000 Combined Single Limit

**MISC. PROFESSIONAL LIABILITY INSURANCE:** A separate insurance policy to pay on behalf of the Contractor all costs that the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per occurrence

The Contractor will furnish to the Department and/or the County "Certificates of Insurance", which shall list "PRINCE GEORGE'S COUNTY, MARYLAND" as an **additional insured** and **certificate holder** of the Contractor's policy for services provided in accordance with this Agreement and provide that the County shall be notified by the insurer **at least thirty (30) days** prior to cancellation or material change of any such coverage.

15.    **SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Agreement Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16.    **ASSIGNMENT OF CONTRACT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Agreement, or its power to execute any of the Agreement Documents, to any other person, firm or corporation, without the previous written consent of the County's Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

17.    **STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of the County.

18.    **PROJECT COORDINATOR.** The County will designate a Project Coordinator in the Office of Homeland Security who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

19.    **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County:

With Copies to:

And Copies to:

To Contractor:



## ATTACHMENT AA (continued)

20. **FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

21. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.

22. **RECITALS.** The Recitals are expressly incorporated herein by reference.

23. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

24. **CUMULATIVE RIGHTS; WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Agreement Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Agreement Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.

26. **FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of the County shall be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.

27. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the dates noted below.

**ATTACHMENT BB**

This attachment includes the following documents:

- Prince George's County Government Executive Order No. 22 – 2021 (dated October 4, 2021)
- COVID-19 Vaccination and Testing Requirements (Memorandum from Jonathan R. Butler, Director, Central Services, to Vendors/Contractors)
- Certification of Vaccination/Testing for Prince George's County Vendors/Contractor



Angela D. Alsobrooks  
County Executive

# PRINCE GEORGE'S COUNTY GOVERNMENT

## OFFICE OF THE COUNTY EXECUTIVE

### EXECUTIVE ORDER No. 22 - 2021

October 4, 2021  
(Supersedes Executive Order No. 19-2021)

#### AMENDED COVID-19 VACCINATION AND TESTING REQUIREMENTS FOR COUNTY EMPLOYEES, VOLUNTEERS, AND CONTRACTORS

**WHEREAS**, Section 14-111 of the Public Safety Article of the Annotated Code of Maryland provides for the declaration of a Local State of Emergency; and

**WHEREAS**, Subtitle 6 of the Prince George's County Code provides for the declaration of a Local State of Emergency by the County Executive and provides authority to issue rules and regulations as deemed necessary to control the situation; and

**WHEREAS**, the outbreak of the highly infectious and contagious 2019 Novel Coronavirus (SARS-CoV-2), its variants, and the respiratory disease that it causes – Coronavirus Disease 2019 (COVID-19) – has been experienced by both Prince George's County ("the County") and across the world; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a global pandemic; and

**WHEREAS**, the President of the United States proclaimed that the COVID-19 pandemic in the United States constituted a national emergency beginning March 1, 2020 and a continuation of that declaration was issued on February 24, 2021; and

**WHEREAS**, the County previously issued the following emergency declarations: Executive Order Number 6-2020 dated March 16, 2020; Executive Order Number 7-2020 dated April 13, 2020; CR-31-2020 adopted May 11, 2020; Executive Order Number 8-2020 dated May 14, 2020; Executive Order Number 10-2020 dated May 28, 2020; CR-51-2020 adopted June 9, 2020; Executive Order Number 13-2020 dated June 12, 2020; Executive Order Number 15-2020 dated June 25, 2020 and CR-64-2020 adopted July 7, 2020; Executive Order Number 20-2020 dated September 3, 2020; CR-90-101 adopted September 15, 2020 ; CR-101-2020 adopted October 13, 2020; CR-125-2020 adopted November 17, 2020; and Executive Order 27-2020 dated December 15, 2020; CR-02-2021 adopted January 12, 2021; Executive Order 3-2021 dated January 26, 2021; CR-13-2021 adopted February 16, 2021; Executive Order 8-2021 adopted March 11, 2021; CR-33-2021 adopted March 30, 2021; CR-48-2021 adopted May 11, 2021; Executive Order 11-2021 adopted May 14, 2021; Executive Order 14-2021 dated May 26, 2021; Executive Order 17-2021 adopted June 28, 2021 (which amended Executive Order 14-2021); CR-77-2021 adopted July 6, 2021; Executive Order 18-2021 dated August 5, 2021; CR-80-2021 adopted September 10, 2021; and Executive Order 21-2021 dated September 30, 2021; and

**WHEREAS**, the County has been and continues to be severely impacted by the COVID-19 pandemic; and

**WHEREAS**, as of September 30, 2021, the number of confirmed COVID-19 positive cases in the County is 96,892, with approximately 9,636 hospitalizations and approximately 1,629 deaths; and

**WHEREAS**, as of September 22, 2021, the County's infection rate is 0.95, which places the County in the medium-risk range for COVID-19 transmission; and

**WHEREAS**, as of September 30, 2021, the County's positivity rate is 3.8%, which falls within the medium-risk category for COVID-19 transmission; and

**WHEREAS**, as of September 30, 2021, the average daily case rate is 14.6 per 100,000 residents, which is in the high-risk range for disease transmission; and

**WHEREAS**, as of September 30, 2021, the County's available hospital capacity is currently at approximately 48%; and

**WHEREAS**, COVID-19 continues to pose an imminent threat to the health, safety, and welfare of County residents; and

**WHEREAS**, as of the date of this Order, the U.S. Centers for Disease Control (CDC) has indicated that all jurisdictions within the State of Maryland are areas of "substantial" or "high" community transmission, and that the County, along with 22 other jurisdictions, is an area of "high" community transmission; and

**WHEREAS**, Executive Order No. 18-2021, issued on August 5, 2021, requires all persons over the age of five to wear a face covering indoors as a mitigation measure in all public places; and

**WHEREAS**, on September 30, 2021, Executive Order No. 21-2021 expanded the face covering requirement to all persons over the age of two; and

**WHEREAS**, the United States Food and Drug Administration ("FDA") has approved one effective vaccine and has granted emergency use authorization to two other effective vaccines; and

**WHEREAS**, public health authorities have advised that vaccination substantially decreases the likelihood that a person will die or be hospitalized from COVID-19, and also substantially decreases the likelihood that an individual will transmit the virus; and

**WHEREAS**, vaccinations are now widely and readily accessible and available throughout the County, State, and country, including distribution through the County's Health Department; and

**WHEREAS**, variants of COVID-19 have developed and the risk of new variants increases as the disease is spread from person to person; and

**WHEREAS**, available data shows that the predominant variant in the County is the highly transmissible Delta variant (also known as B.1.617.2), which continues to spread and affect a wider portion of the population and to create an increased risk of cases, hospitalizations, and death, particularly among unvaccinated individuals; and

**WHEREAS**, persons working within and on behalf of the County Government interact with other individuals, including members of the general public, on a daily basis, and it is in the interest of the County government to take all available measures to protect the health and safety of both persons within the County Government and those persons that they serve; and

**WHEREAS**, as of September 30, 2021, the majority of County employees, contractors, and volunteers are working in-person and on-site in County buildings and facilities and/or in the community in some capacity, although at varying frequencies; and

**WHEREAS**, the County government also has an interest in ensuring the continued safe and orderly operation of its agencies and the delivery of services to the community; and

**WHEREAS**, on August 18, 2021, Executive Order No. 19-2021 imposed certain reporting and testing requirements on County employees, volunteers and contractors; and

**WHEREAS**, there is a need to amend certain aspects of those reporting and testing requirements.

**NOW, THEREFORE**, on this 4th day of October 2021, I, Angela D. Alsobrooks, County Executive for Prince George's County, Maryland, finding that it is necessary and reasonable to save lives and to protect the public safety and welfare of all Prince Georgians during this pandemic by controlling and preventing the further spread of COVID-19, hereby issue the following Order, which amends Executive Order No. 19-2021.

**IT IS HEREBY ORDERED**, that:

**I. DEFINITIONS:**

**A. "Contractor" means:**

1. an individual who provides goods or services to, or performs services for or on behalf of, the County at County facilities or worksites, or who provides transit or para-transit services on behalf of the County government, or
2. a company whose employees, agents, or subcontractors provide goods or perform services at County facilities or worksites, or whose employees, agents, or subcontractors provides transit or para-transit services on behalf of the County government.

**B. "COVID-19 diagnostic test" means a diagnostic test authorized by the FDA to detect whether a person has a SARS-CoV-2 infection. For the purposes of this Order, this definition does not include antibody testing.**

**C. "Employee" means:**

1. a person employed by the County, regardless of whether the person is a part of the classified service, the exempt service, or serves a limited-term grant funded employee, or
2. a person employed by the State of Maryland who works within a County agency.

**D. "Vaccinated" means a person has completed a series of a COVID-19 vaccine that has been authorized for emergency use or fully authorized for use by the FDA, including, but not limited to:**

1. a single-dose vaccine, or
2. all doses in a multi-dose series.

- E. **“Volunteer”** means any person who performs work for the County without the expectation, promise, or receipt of wages for their work. For the purposes of this Order, the term Volunteer includes interns.

## **II. COUNTY EMPLOYEES AND VOLUNTEERS:**

- A. Every Employee or Volunteer who is vaccinated must produce written evidence of vaccination.
- B. Every Employee or Volunteer who does not produce the evidence required in Section II.A. will be presumed to have not been vaccinated and must, on a weekly basis, provide written evidence that the person has, within the preceding 7 calendar days, undergone a COVID-19 diagnostic test that produced a negative result.
- C. The requirement to produce weekly COVID-19 diagnostic test results shall continue until such a time as the Employee or Volunteer produces evidence of having been vaccinated.
- D. Employees who do not comply with the requirements of this Order shall be subject to disciplinary action up to, and including, dismissal.
- E. The Office of Human Resources shall promulgate and communicate detailed policies and procedures to implement the provisions of this Section, including, but not limited to:
  - 1. the effective date of the testing requirement imposed by Section II.B.,
  - 2. the procedures by which an Employee may request an accommodation on the basis of a bona fide medical or religious reason, and
  - 3. any discipline that will be implemented as a result of this Order.

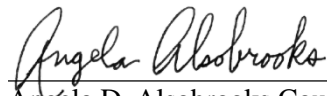
## **III. CONTRACTORS:**

- A. Every Contractor must produce written evidence that they:
  - 1. are vaccinated, or
  - 2. have, within the preceding 7 calendar days, undergone a COVID-19 diagnostic test that produced a negative result.In the case of a company, this requirement applies to each individual who falls within the definition of I.A.2.
- B. The Office of Central Services shall promulgate and communicate detailed policies and procedures to implement the provisions of this Section, including the effective date of the requirement imposed by Section III.A.
- C. Failure to comply with the provisions of this Section will subject a Contractor to all available contractual remedies at the County’s disposal, including, but not limited to, removal from, or denial of entry to, worksites and contract termination.

## **IV. QUASI-GOVERNMENT AGENCIES, INDEPENDENT AGENCIES, AND MEMBERS OF BOARDS AND COMMISSIONS:** Quasi-government and independent agencies within the County are strongly encouraged to adopt the requirements of this Order for persons employed or contracted by those agencies who do not fall within the definition

of Employee, Contractor, or Volunteer in Section I. Additionally, members of boards and commissions appointed by the County Executive are strongly encouraged to obtain COVID-19 vaccinations.

- V. This Order supersedes Executive Order No. 19-2021.
- VI. This Order shall be effective upon its issuance and shall remain in effect until it is modified, rescinded, or superseded.
- VII. If any provision of this Order, or its application to any person, entity, or circumstance, is held invalid by any court of competent jurisdiction, all other provisions or applications of the Order shall remain in effect to the extent possible without the invalid provision or application. To achieve this purpose, the provisions of this Order are severable.



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Angela D. Alsobrooks County  
Executive



Angela D. Alsobrooks  
County Executive

Jonathan R. Butler  
Director

## PRINCE GEORGE'S COUNTY GOVERNMENT Office of Central Services

Michael W. Brown  
Deputy Director

Glenn Moorehead  
Deputy Director

October 19, 2021

### **RE: COVID-19 Vaccination and Testing Requirements Dear**

#### **Vendors/Contractors:**

Prince George's County, Maryland is committed to persons working within and on behalf of the County Government who interact with other individuals, including members of the general public, on a daily basis, and it is in the interest of the County government to take all available measures to protect the health and safety of both persons within the County Government and those persons that they serve. This Administration's paramount concern is the health and safety of all County employees, contractors, volunteers or any individual interacting with the workforce.

According to the Centers for Disease Control (CDC), the COVID-19 vaccines are effective with helping protect against severe disease and death from variants of the virus. As such, the County Executive has instituted a COVID-19 Vaccination and Testing Requirement via Executive Order No. 22-2021 (the "EO"; see attached). The purpose of the COVID-19 Vaccination and Testing Requirement applies to County employees, contractors and volunteers. The definition of each class of affected personnel may be found under the "DEFINITIONS" section in the EO.

In particular, a "Contractor" is defined as:

1. an individual who provides goods or services to, or performs services for or on behalf of, the County at County facilities or worksites, or who provides transit or para-transit services on behalf of the County government;

OR

2. a company whose employees, agents, or subcontractors provide goods or perform services at County facilities or worksites, or whose employees, agents, or subcontractors provide transit or para-transit services on behalf of the County government (example: Contract employees who drive the County buses).



As a result, effective November 1, 2021, all Prince George's County vendors and contractors (who meet the definition above) must provide proof of evidence of vaccination for COVID-19 or be required to provide a negative, weekly COVID-19 test result. This weekly employee testing For those contractors meeting one of the two definitions listed above AND who did not provide proof of evidence of vaccination by November 1, 2021, we will require you to complete and submit the attached Certification of Vaccination/Testing Attestation Form once a week. This form shall be emailed to [PrGeoCoVendorAttestation@co.pg.md.us](mailto:PrGeoCoVendorAttestation@co.pg.md.us) every Friday by 5:00pm.

This guidance will be reassessed over time as conditions warrant and CDC guidelines are updated. Additionally, all County contractors must comply with the EO implementing the COVID-19 Vaccination and Testing Requirement; as well as all applicable laws, orders and codes of the federal, state and local governments as stated in their agreements. Failure to comply with the provisions of Section III - Contractors within Executive Order 22-2021 will subject a Contractor to all available contractual remedies at the County's disposal, including, but not limited to, removal from, or denial of entry to, worksites and contract termination.

Thank you for your cooperation with keeping everyone as safe as possible. If you have any questions or concerns regarding any of this information, please submit your questions to [PrGeoCoVendorAttestation@co.pg.md.us](mailto:PrGeoCoVendorAttestation@co.pg.md.us) and we will direct them to a County representative to respond.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Butler', with a stylized, looping flourish at the end.

Jonathan R. Butler Director  
Office of Central Services

## INITIAL CERTIFICATION OF VACCINATION for Prince George's County Vendors/Contractors

Prince George's County, Maryland is committed to persons working within and on behalf of the County Government who interact with other individuals, including members of the general public, on a daily basis, and it is in the interest of the County government to take all available measures to protect the health and safety of both persons within the County Government and those persons that they serve. This Administration's paramount concern is the health and safety of all County employees, contractors, volunteers or any individual interacting with the workforce.

### INSTRUCTIONS

1. Please check the box below that coincides with you and your employees' vaccination status. For the purposes of this Certification, each item should be completed for employees who meet the definition of "Contractor" in Prince George's County Executive Order 22-2021 (or any Executive Order that supersedes it).
2. Initial Certification and Weekly Certifications should be returned to:  
[PrGeoCoVendorAttestation@co.pg.md.us](mailto:PrGeoCoVendorAttestation@co.pg.md.us).
  - Initial Certification is due by November 1, 2021
  - Weekly Certification are due by **5:00 p.m. Eastern Time each Friday**.

☐ \_\_\_\_\_ (#) Employees are vaccinated. (Has received a single-dose COVID-19 vaccine or completed the final dose of a multi-dose COVID-19 vaccine.)

**NO Weekly Testing Required.**

☐ \_\_\_\_\_ (#) Employees are partially vaccinated. (Has received initial dose(s) of multi-dose vaccine and appointment for final dose is scheduled).

**Weekly Testing Required** - The employees of my firm that are partially vaccinated will be subject to weekly testing, at the contractor's expense. I or a representative of my firm will fill out and submit the required Weekly Certification.

☐ \_\_\_\_\_ (#) Employees who have not received any vaccination or has declined to provide information on vaccination status. (Has not received any doses of a COVID-19 vaccine).

**Weekly Testing Required** - The employees of my firm who have not received any doses of a COVID-19 vaccine will be subject to weekly testing, at the contractor's expense. Employees who have not provided a response will be presumed to have not received a vaccination. I or a representative of my firm will fill out and submit the required Weekly Certification.

*Vendors/Contractors who choose not to complete the form will be assumed to have employees who are not fully vaccinated for purposes of application of the safety protocols. If your employees are not vaccinated due to medical or religious reasons, please check either "Employees who have not been vaccinated" or "Employees who have declined to respond." Note that if an employee has already received one dose of a vaccine, but is not yet fully vaccinated, or if an employee received his/her final dose less than two weeks ago, that employee will be treated as not fully vaccinated until they are at least two weeks past their final dose and the Contractor resubmits its vaccination information.*

☐ I attest that the information provided in this form is accurate and true to the best of my knowledge.

Signature

Date

Printed Name

Title

*I understand that a knowing and willful false statement on this form may result in potential termination of a County contract. Checking "Employees who have declined to respond" does not constitute a false statement.*

# **Initial Certification of Vaccination for Prince George's County Vendors/Contractors**

## **Privacy Act Statement**

**Authority:** The County is authorized to collect the information requested on this form pursuant to Prince George's County Executive Order 22-2021.

**Purpose:** This information is being collected and maintained to promote the health and safety of the County workforce and the County buildings consistent with the following authorities: Prince George's County's Health Officer and Health Department; and guidance from Centers for Disease Control and Prevention.

**Routine Uses:** While the information requested on this form is intended to be used primarily for internal purposes, in certain circumstances it may be necessary to disclose this information externally, for example to disclose information to: a Federal, State, or local agency to the extent necessary to comply with laws governing reporting of communicable disease or other laws concerning health and safety in the work environment; to adjudicative bodies, arbitrators, and hearing examiners to the extent necessary to carry out their authorized duties regarding County employment; to contractors, grantees, or volunteers as necessary to perform their duties for the County Government; to other agencies, courts, and persons as necessary and relevant in the course of litigation, and as necessary and in accordance with requirements for law enforcement; or to a person authorized to act on your behalf.

**Consequence of Failure to Provide Information:** If you fail to provide this information, you will be treated as not fully vaccinated for purposes of implementing safety measures, including with respect to weekly testing, mask wearing, physical distancing, testing, travel and quarantine distancing. Failure to comply with weekly testing, mask wearing, physical distancing, testing, travel and quarantine distancing may result in termination of your County contract.

<p align="center"><b>Weekly Certification of Vaccination and Testing for Prince George's County Vendors/Contractors</b></p>
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**Contractor/Vendor Information**

Company Name:	
Address:	
Contact Name:	
Position:	
Phone Number:	
Email Address:	

**FOR EVERY BOX CHECKED ON THE CERTIFICATION OF VACCINATION FOR PRINCE  
GEORGE'S COUNTY VENDORS/CONTRACTORS, PLEASE PROVIDE THE FOLLOWING  
EMPLOYEE INFORMATION BY CATEGORY:**

1. My firm has \_\_\_\_\_ employees in total that meet the definition of "Contractor" in Prince George's County Executive Order 22-2021. Of these employees:
  - a. \_\_\_\_\_ (#) are vaccinated and no further action is required.
  - b. \_\_\_\_\_ (#) are partially vaccinated and are subject to weekly testing not at the County's expense.
  - c. \_\_\_\_\_ (#) have not been vaccinated or have declined to provide a response and are subject to weekly testing not at the County's expense.
2. I understand that at any time during the term of my County contract the County may request evidence of the testing results for my employees that meet the criteria set forth in subsections b, c, and d above, which evidence shall be submitted upon request. All such evidence will have redactions of all information that permits the identity of my employee(s) to be reasonably inferred by either direct or indirect means.

☐

<p><b>I ATTEST THAT THE INFORMATION PROVIDED IN THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT A KNOWING AND WILLFUL FALSE STATEMENT ON THIS FORM CAN RESULT IN POTENTIAL TERMINATION OF A COUNTY CONTRACT. INDICATING THE NUMBER OF EMPLOYEES WHO HAVE DECLINED TO RESPOND DOES NOT CONSTITUTE A FALSE STATEMENT.</b></p>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title