



Request for Qualifications

RFQ S13-083

**Urban Retrofit Program
Public Private Partnership**

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PRE-QUALIFICATIONS CONFERENCE

LOCATION: Prince George's County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

DATE & TIME: June 11, 2013, at 10:00 a.m.

The contract requirements will be reviewed at this time

BIDS MUST BE SUBMITTED PRIOR TO July 1, 2013, at 3:00 p.m.

TO: Prince George's County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

SECTION I

INFORMATION AND INSTRUCTIONS TO RESPONDERS**1.1 SUMMARY STATEMENT**

A. Overview of the Program

Prince George's County, Maryland ("County") is seeking submissions ("RFQ Submissions") from interested parties ("Responders") who possess the skills and experience required to provide the County's Urban Retrofit Public Private Partnership Program ("Program"). The goal of the Program is to achieve compliance with the National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") permit and the Chesapeake Bay Watershed Implementation Plan ("WIP"). The Program is a long-term effort to restore the water quality of urban waterways in the manner required by the County.

The required skills and experience include, but are not limited to, the design, management, construction, integration, adaptive management, and maintenance of existing infrastructure within the County to retrofit and improve the water quality runoff from developed areas that were developed before the current stormwater regulations were established. The County is under a regulatory mandate to retrofit 30 percent of untreated developed areas to improve water quality; the retrofits must be initiated by 2014 and completed by 2017 for this phase.

Respondent shall be represented by a Lead Team Member for the purpose of submitting the Responder's Request for Qualification Submission. The Lead Team Member shall have the authority and power to bind all Team Members for the purposes of this RFQ.

Each Respondent shall fulfill the Submission Requirements specified by this RFQ.

The procurement process in the Program shall be managed by the County and shall conform to applicable County purchasing requirements as described elsewhere in this document. It is anticipated that one (1) Preferred Proponent shall be selected to partner with the County and shall advance to negotiating with the County, entering into a Project Agreement with the County, and being named the Project Company ("Project Co").

Subject to the County's approval, the County shall seek to maximize risk transfer to the private sector within the boundaries of the County's affordability limits. The County has determined that a Design-Build-Finance-Operate-Maintain ("DBFOM") Public Private Partnership ("P3") is the option that best meets the County's requirements. For purposes of this RFQ, it is the County's desire to transfer the risks that the private sector is better suited to manage while returning high value to the County, leveraging the financial and technical benefits of the private sector, and respecting the County's affordability constraints.

The Project Agreement, including maintenance, is anticipated not to exceed thirty (30) years, and the magnitude of the long-term financing shall be adjusted accordingly. The Respondent shall be required to demonstrate its financial ability.

1.1 SUMMARY STATEMENT (continued)

The County expects that \$80 million in long-term financing may be required to achieve the desired level of risk transfer and construction investment. However, the County may select a different length of term and/or magnitude of long-term financing during the development of the Project Agreement.

B. Background and Context of the Opportunity

Chesapeake Bay watershed jurisdictions are faced with an unprecedented regulatory mandate to retrofit untreated development to improve water quality by 2025 to meet total maximum daily loads (“TMDL”) pollution waste load allocation reduction goals. Achieving compliance will require retrofitting a significant portion of the developed area that was constructed prior to the current stormwater water-quality regulations (pre-2002 Environmental Site Design requirements). Regulatory

requirements for meeting the TMDL pollution waste load reductions are in the County’s MS4 permit.



A realistic evaluation of the WIP and the County’s capacity to implement such a massive program indicates that the County will be unable to meet these requirements. In general, the typical local government procurement process and the capital project design and construction process are not structured to process this magnitude of required retrofit projects in a timely and cost-effective manner. The magnitude of the work and the compressed time frame require a more efficient business model to accelerate implementation, increase affordability, improve program administration, and better address long-term operation and maintenance burdens.

The U.S. Environmental Protection Agency (EPA) is looking for local governments to develop pilot demonstration projects to accelerate urban retrofit and improvement. The County would like to be the model in

developing and implementing the EPA pilot program as a leader in innovative thinking.

The County is required to retrofit eight thousand (8,000) acres of untreated impervious area within its urban areas under the MS4 permit obligations to restore the water quality of its waterways.

As part of the Program, the County is also interested in investing in sustainable Low Impact Development / Green Infrastructure (“LID/GI”) practices to retrofit urban areas for improved stormwater management to restore impaired water quality, meet

1.1 SUMMARY STATEMENT (continued)

requirements, and better manage water demand. The reliance on LID/GI is expected to increase significantly as the economic, environmental, and social benefits of LID/GI over traditional gray infrastructure practices become more widely recognized. Practices implemented shall meet County specifications or be submitted to County for review/comment prior to implementation.

Meeting the water quality goals in urban retrofit programs shall require major capital investments and long-term funding commitments for asset management and will create additional administrative burdens for local governments. As such, the County desires affordable solutions to meet the long-term initial capital requirements to build and maintain an extensive LID/GI infrastructure. The County and the EPA both believe that a P3 approach provides significant advantages through improved economic feasibility, increased project delivery, better leveraged resources by encouraging private investment, and a shared risk model that accelerates the implementation of sustainable LID/GI practices.

The P3 approach shall also be an integral part of the County's Green Streets, Green Cities, energy, and climate control sustainability programs.

C. RFQ Objective

The Program has significant challenges and opportunities. Construction will occur in a phased and systematic manner. Improvements shall be made to an initial two thousand (2,000) acres of untreated urban developments, which may increase up to eight thousand (8,000) acres over the duration of the Program, depending on the Project Co's performance and the financing structures, which must include the ability to leverage private equity.

The crucial elements in the success of the Program shall be the effective management of the retrofits, design, and construction; operation and routine maintenance of the new infrastructure to ensure that the assets are preserved throughout the term of the Contract; and the return of the assets and their features to the County with a reasonable residual life. The Project Co must demonstrate long-term project sustainability that is based on a strategy of reinvesting equity and resources back into the Program.

The objective for this RFQ is to select the most qualified Team from the RFQ Submissions to enter into a partnership with the County to accomplish the requirements of the regulatory mandate.

The County seeks to enter into a P3 Project Agreement that achieves the following:

- A comprehensive approach for the design, build, finance, operation, and maintenance of the retrofitted existing or the proposed new stormwater management BMPs within the MS4.
- Increased predictability of outcomes and quality via a long-term partnership that allows the Project Co to reduce costs through economies of scale and flexibilities such as the standardization of design, construction, and maintenance practices, and the leveraging of future work to optimize cost savings in the procurement of products, materials, and services.

1.1 SUMMARY STATEMENT (continued)

- Increased accountability and transparency of the system outcomes derived by the Project Co because its certainty parameters are based on fixed performance-based service fees built into the Project Agreement and are related to the time, cost, and quality of services provided.
- Increased financial leverage of County funds through access to long-term Private Capital, which is returned over the life of the partnership via an Availability Payment Structure.
- Increased operational efficiencies in design, construction, maintenance, and management cost reductions compared to traditional government contracting and procurement.
- Appropriate allocation of specified stormwater management retrofit risks and responsibilities from the County to the Project Co by transferring NPDES MS4 Permit implementation requirements via the Project Agreement.
- Increased flexibility to the Project Co via a Performance-Based Contracting Methodology in the Project Agreement in which the base scope of services complies with the NPDES MS4 permit requirements with respect to pollutant load reductions but also allows and encourages maximum latitude in tailoring the Program to leverage key value drivers such as cost efficiencies, innovations, ingenuity, and Best Management Practices (BMPs).

D. Program Goals

The Program goal is for the County to use a DBFOM Availability Payment P3 Program Structure to engage a private entity to perform all work to ensure specified compliance with the NPDES MS4 permit requirements and the Chesapeake Bay WIP through a long-term effort to restore the water quality of waterways in the Chesapeake Bay watershed. The County has determined that for this Program, it shall focus on initially retrofitting 2,000 acres of publically owned impervious areas within the County roadway system in mostly residential areas, primarily inside the Beltway.

E. Property Acquisition

Property acquisition is not anticipated to be part of the Program. If necessary, the Project Co will be responsible for supporting and obtaining rights of entry as required under the supervision and authority of the County.

F. NPDES MS4 Permits

The County shall be the applicant for any required permits or amendments to permits related to NPDES MS4. It is anticipated that the Project Co and the County will be jointly responsible for developing engineering and other related materials required to support the permits. Obligations and requirements derived from the permits are discussed in Section IV of this RFQ.

All other permits, licenses, and approvals that may be required to complete the work, including maintenance, shall be the Project Co's responsibility.

1.1 SUMMARY STATEMENT (continued)

G. Timeline

The County is on an accelerated timeline to select a Project Co, negotiate a Project Agreement, and commence implementation of the Program in order to meet the regulatory mandate. The following is the schedule for the selection of a Preferred Proponent:

Item	Date
RFQ issued	May 28, 2013
Pre-qualifications Conference	June 11, 2013, 10:00 a.m.
Deadline for submitting questions and inquiries	June 14, 2013, 4:00 p.m.
Deadline for issuing any addenda to the RFQ	June 21, 2013
Deadline for RFQ Submission	July 1, 2013, 3:00 p.m.

H. Funding Approval

Respondents acknowledge that the undertaking of the Program is subject to the provisions of all necessary funding requirements and obligations by the County. It is envisioned that the Program shall be funded through the new County Clean Water Act Fees required under House Bill 987 and the current Stormwater Ad Valorem Tax. Respondent are advised that, notwithstanding any other provisions of this RFQ, the County reserves the right to alter, revise, or cancel all or part of this RFQ or RFQ Process as a result of or in connection with this funding.

1.2 ISSUING OFFICE

A. The Issuing Office is:

Prince George’s County, Maryland
 Office of Central Services
 Contract Administration and Procurement Division
 1400 McCormick Drive, Suite 200
 Largo, Maryland 20774

Attention: Barbara Manley, Senior Buyer
bgmanley@co.pg.md.us
 Office: (301) 883-6408
 Fax: (301) 883-6440

B. The Issuing Office is the County’s sole point-of-contact for purposes of preparation and submittal of Proposals to this RFQ.

1.3 QUALIFICATIONS DUE DATE

In order to be considered for an award, the original hard copy, eight (8) CDs, and eight (8) hard copies of the Request for Qualifications (nine [9] copies total) shall arrive at the Issuing Office no later than July 1, 2013, at 3:00 p.m. Responders are requested to

1.3 QUALIFICATIONS DUE DATE (continued)

clearly mark the original set of the Request for Qualifications and include RFQ S13-083, Urban Retrofit Program, Public Private Partnership, company name, contact person, telephone number, and address on the outside of the submittal.

Responders mailing qualifications shall allow sufficient mail delivery time to ensure timely receipt by the Contract Administration and Procurement Division. Request for Qualifications arriving after the due date and time shall not be considered. The Request for Qualifications shall not be opened publicly.

1.4 PRE-QUALIFICATIONS CONFERENCE

A Pre-qualifications Conference will be held on June 11, 2013, at 10:00 a.m., at the Office of Central Services, Contract Administration and Procurement Division, 1400 McCormick Drive, Suite 200, Largo, Maryland 20774, to discuss objectives and answer questions related to this formal RFQ. All potential Respondents are encouraged to attend the Pre-qualifications Conference. Respondents must bring a copy of the RFQ solicitation because it will be a primary part of the agenda. Attendance is not mandatory but is strongly recommended. ***Questions and inquiries must be submitted in writing no later than June 14, 2013, at 4:00 p.m. to:***

Barbara Manley, Senior Buyer
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) 883-6408
Fax Number: (301) 883-6440
E-Mail: bgmanley@co.pg.md.us

1.5 TERM

The term of the Contract shall be determined during Contract negotiations not to exceed thirty (30) years.

1.6 PRICES

All prices shall remain firm/fixed for the initial Contract period. If the option to extend is exercised by the County, a price increase may be considered upon written request from the Contractor at least sixty (60) days prior to the Contract expiration date. 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 March base index for the ensuing Contract period. Any price adjustment shall be at the sole discretion of the County.

1.7 BASIS OF AWARD

It is the County's intent to make a single award to a Responder that best meets the qualifications contained herein to enter into a P3 for the Program.

1.8 MINORITY BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the County that Minority Business Enterprises (MBEs), as defined in Section 10A-101(a)(27) of Prince George's County Code, shall have the maximum opportunity to participate as Contractors or Subcontractors in the provision of goods and services.

The Responder shall provide a plan outlining utilization of proposed MBE Contractors under this Contract.

This Project Agreement requires a minimum of 35 percent MBE participation through subcontracting or a minimum of 35 percent MBE participation through joint venture partnering.

MBE firms are firms that have been certified as such by the Prince George's County Supplier Development & Diversity Division. Firms that are certified by the Maryland Department of Transportation, Washington Metropolitan Area Transit Authority, or Maryland-District of Columbia Minority Supplier Development Council are urged to contact the Supplier Development & Diversity Division and request a determination of their minority status prior to the submission of their proposals.

Responders that have partial or limited certification (e.g., certification for environmental testing but not for civil design) must disclose which element of the purposed services are certified and which are not. The portions of the proposed service that are certified can be credited toward the MBE participation plan at the rate proposed for the Contract.

Prospective Responders are strongly encouraged to attend the Pre-qualifications Conference to discuss the feasibility of the requirements of this RFQ and recommend alternatives, if appropriate.

Joint ventures are required to submit a written Joint Venture Agreement detailing capital contributions, management and financial responsibilities, profit sharing, and the delineation of the percentage of work to be performed by each partner.

1.9 AFFIDAVITS, CERTIFICATIONS, AND AFFIRMATIONS

Responders are required to submit with the Request for Qualifications certain certifications, affidavits, and affirmations. These forms, which shall be executed by all Responders, are included as Exhibit II and Exhibit III in this RFQ.

1.10 CONFIDENTIALITY/PROPRIETARY INFORMATION

The Responder shall pay specific attention to the identification of the portions of its Request for Qualifications that it deems confidential, proprietary, or trade secrets and provide any justification of why such materials shall not, upon request, be disclosed by the County in accordance with the Maryland Freedom of Information Act, 10-601 et seq., State Government Article of the Maryland Annotated Code County Charter Section 203 and County Administrative Procedure 133. The Responder shall clearly indicate each and every page that is deemed to be confidential, proprietary, or a trade secret (it **IS NOT** sufficient to preface the Request for Qualifications with a proprietary statement).

1.11 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. Further, the County reserves the right to make a whole award, partial award, or no award at all.

1.12 RFQ VALIDITY PERIOD

All Responses from all Responders shall be held firm for one hundred eighty (**180**) **calendar days** from the Request for Qualifications due date. This period may be extended by mutual written agreement between the Responder and the County.

Respondents should be aware that the County anticipates no more than ninety (**90**) **calendar days** after announcement of the Project Co that an agreement shall be negotiated and finalized. If an agreement is not reached within this period, the County reserves the sole right to (a) continue negotiations with the Preferred Offeror, (b) commence negotiations with the next highest ranked Responder, or (c) suspend negotiations with the Preferred Responder.

1.13 ECONOMY OF PREPARATION

Submittals shall be prepared simply and economically, providing a straightforward concise description of the Respondent's qualifications to meet the requirements of the RFQ. The page limits provided in Section IV of this RFQ must be strictly adhered to.

1.14 CLARIFICATIONS AND ADDENDA

A. If an Responder finds discrepancies in the RFQ documents or is in doubt as to the meaning or intent of any part thereof, the Responder shall no later than June 14, 2013, request clarification in writing from the County Issuing Office, which will issue a written addendum to the solicitation documents. Failure to request such clarification is a waiver to any claim by the Responder for expense made necessary by reason of later interpretation of the documents by the County. Requests shall include the solicitation number and name of project.

B. Oral explanations or instructions shall not be binding; only written addenda shall be binding. Any addenda resulting from these requests shall be emailed to all listed holders of the RFQ prior to the due date. The Responder shall acknowledge the receipt of all addenda and clarifications.

C. Inquiries and Clarifications

All inquiries regarding this RFQ are to be directed to the Office of Central Services, Attention: Barbara Manley. Inquiries must be received in writing (or e-mail) no later June 14, 2013. Responses to the Responder's inquiries will be provided and distributed to all potential Respondents no later than June 21, 2013, by way of written addendum, without stating the source(s) of the inquiry.

Inquiries submitted to anyone other than the Office of Central Services, Senior Buyer, will not be answered and will be cause for disqualification.

1.14 CLARIFICATIONS AND ADDENDA (continued)

Respondents should indicate the number of the item in the RFQ to which their inquiries refer. Respondents should provide enough information in each question for the County to provide an accurate answer.

All identification related to the source of an inquiry will be removed in the response to the best of the County's ability. The County may edit the questions or may request that the Responder do so to eliminate the proprietary nature of the question so

that copies of the answers can be provided to all Respondents. Inquiries not submitted in a form that can be distributed to all Respondents may not be answered. It is the responsibility of the Responder to ensure that its requests for inquiries have been received by the County.

Any oral or written response provided by the County or its representatives in connection with this RFQ (other than via an addendum) shall neither be binding on the County nor shall it change, modify, amend, or waive the requirements of this RFQ in any way.

D. Addenda

If the County, for any reason and in its sole and absolute discretion, determines that it is necessary or desirable to amend this RFQ, an addendum or amendment shall be communicated in writing to all Respondents, and the addendum or amendments shall be numbered sequentially for identification purposes. Each addendum or amendment shall be considered to form an integral part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, an addendum or amendment, when issued, shall take priority over the original wording in the RFQ and any wording in a prior addendum or amendment.

All addenda and amendments should be acknowledged in the contents of the Responder's RFQ Submission.

1.15 MODIFICATION AND WITHDRAWAL OF REQUEST FOR QUALIFICATION

A. Withdrawal of or modifications to Proposals are effective only if written notice thereof is filed with the Issuing Office before Proposals are due. A notice of withdrawal or modification to a Proposal shall be signed by an officer with the authority to commit the company.

B. No modifications shall be accepted after the date/time that RFQ's are due.

1.16 CLARIFICATIONS OF RFQ SUBMISSIONS

During the evaluation of RFQ Submissions, the County may request that any Responder provide clarification of any part of its RFQ Submission. The evaluation of an RFQ Submission shall include any information provided in writing in response to the request for clarification as well as any other information provided by the County.

1.16 CLARIFICATIONS OF RFQ SUBMISSIONS (continued)

The County reserves the right to refuse to consider an RFQ Submission from any Responder who fails to cooperate with the County in any attempt to clarify or facilitate any information provided by the Responder.

1.17 REGISTRATION AND TAX PAYMENT

All corporations contracting with the County or State of Maryland shall execute the Certification of Corporation Registration and Tax Payment portion of the Responder Statement of Ownership Affidavit form and submit it with the Proposals. A corporation that cannot execute the certification may not contract with the County.

1.18 BID RESPONSE MATERIALS

All written materials submitted in response to this RFQ shall become the property of the County and may be appended to any formal documentation that would further define or expand the contractual relationship between the County and the successful Responder.

1.19 PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Responder, the Responder agrees when submitting its Proposal that it shall make available to other County agencies and departments, bi-County agencies, and in-County municipalities the resulting Contract in accordance with its terms and conditions if any said department or agency wishes to utilize contractors.

SECTION II**GENERAL REQUIREMENTS****2.1 NOTICE TO BIDDERS**

Each Responder, before submitting a Qualification, shall become fully informed as to the extent and character of the work required. No consideration shall 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 Qualification is an agreement with all terms, conditions, and requirements referred to herein.

2.2 PAYMENT TERMS

Payment shall be made after satisfactory completion of the work subject to availability of funding. Invoices shall be submitted to the County's authorized representative within thirty (30) days of completion of service for review, approval, sign-off, and payment.

2.3 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 upon sixty (60) days 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 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 shall 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.

2.4 TERMINATION FOR CONVENIENCE

The performance of work under the Contract 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 shall pay all reasonable costs associated with the Contract, which the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

2.5 NOTIFICATION OF CONTRACT TERMINATION

Notice of termination of the Contract shall be effective, if mailed by First Class Mail, to the parties at the address listed on the Contract.

2.6 ASSIGNMENT

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns of the Contractor, but the Contractor shall not assign the Contract for any payment to become due under there 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.

2.7 SUBCONTRACTING

Any person undertaking part of the work under the terms of the Contract, by virtue of any agreement with the Responder, must receive approval from the Purchasing Agent prior to any such undertaking. In the event the Responder desires to subcontract some part of the work specified herein, the Responder shall furnish with its Proposal the names, qualifications, and experience of the proposed Subcontractors. Subcontractors shall conform in all respects to the provisions specified for the Responder. The Responder shall, however, remain fully liable and responsible for the work done by its Subcontractors.

The County shall terminate the Project Agreement if the subcontracting is done without the Purchasing Agent's prior approval.

2.8 EVIDENCE OF SUBCONTRACTING

Pursuant to the provisions of Section 10A-111(c) of the County Code, the Responder is required to submit with its Proposal executed copies of the Subcontractor Project Participation Statement and to complete the Subcontractor Participation Schedule (Attachment 1 and Attachment 1A).

2.9 CONTRACT DISPUTE RESOLUTION

Pursuant to the provisions in 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. All claims or disputes shall be governed by Section 10A-107 of Prince George's County Code and the County Procurement Regulations.

2.10 MARYLAND STATE DISCLOSURE

Be advised that the provisions of Article 33 of the Annotated Code of Maryland, Section 30-1, et seq., require the filing of certain disclosure statements by persons doing business with the State or with a county, incorporated municipality, or other political subdivision of the State. Further information with regard to this disclosure requirement may be obtained from the Office of the Secretary of State, Jeffrey Building, 16 Francis Street, Annapolis, Maryland 21404, telephone number (410) 974-5521.

2.11 COUNTY HELD HARMLESS

The Contractor shall be responsible for any loss, personal injury, deaths and/or damage 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 the Contract obligates the

2.11 COUNTY HELD HARMLESS (continued)

Contractor to perform and the Contractor hereby agrees to indemnify and hold the County harmless from 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 its work, its employees, the public, and the property of others from any damage or injury resulting solely from the performance of the work described herein.

2.12 INSURANCE REQUIREMENTS

INDEMNIFICATION AGREEMENT: The Contractor shall save and keep harmless and indemnify the County against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this Contract and or any acts in connection with activities to be performed under this Contract resulting in whole or in part from the acts, errors, or omissions of the Contractor, or any employee, agent, or representative of the Contractor.

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 shall be performed. 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 of not less than:

Worker’s Compensation: STATUTORY LIMITS

Employer’s Liability: Each Accident	\$1,000,000
Disease Policy Limits	\$500,000
Disease – Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE: An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Program 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 of not less than:

COMMERCIAL GENERAL LIABILITY	\$15,000,000
BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000/\$3,000,000 per occurrence/ aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
PERSONAL INJURY / ADVERTISING	\$1,000,000
BUILDERS RISK	Damage is based on project estimated hard construction values
CONTRACTOR’S POLLUTION LIABILITY	\$15,000,000

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.

2.12 INSURANCE REQUIREMENTS (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

\$15,000,000 Combined Single Limit

MISCELLANEOUS PROFESSIONAL (ERRORS AND OMISSIONS) LIABILITY INSURANCE:

A separate insurance policy to pay on behalf of the Contractor all costs 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 for arising out of the performance under this Contract. The coverage under such an insurance policy shall have a limit of liability of not less than:

\$10,000,000 per claim and aggregate

A Certificate of Insurance for the above-mentioned minimum requirements is needed after the Contract has been awarded.

2.13 ADDENDUM TO REQUEST FOR QUALIFICATION

An addendum to the RFQ shall be identified as such and require that the Responder acknowledge receipt of all addenda issued. The addendum shall reference the portion of the RFQ it amends. The addendum shall be mailed to all known prospective Respondents who were sent an RFQ or who have obtained an RFQ. The prepaid mailing to the last known address of the prospective Responder shall be complete and sufficient notice of the addendum.

2.14 ECONOMIC DEVELOPMENT

Under authority of the County Executive (Executive Order No. 17-1997), businesses based in the County are encouraged to participate in the County's procurement process. The County 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 the 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.

2.15 PREVAILING LAW

This RFQ and any resulting Contract shall be governed by the laws of Prince George's County and the State of Maryland.

2.16 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.

2.17 DRUG AND ALCOHOL FREE WORKPLACE

The Contractor warrants that the Contractor shall comply with Prince George's County Personnel Law Section Administrative Procedure 16-107 and 16-189-193, Drug and Alcohol Free Workplace, and that Contractor shall remain in compliance throughout the term of the Contract.

2.18 SEXUAL HARASSMENT

The County is committed to providing a work environment that is free from discrimination insults, intimidation, and other forms of 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 the 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 the Contractor or the County shall be required to remove the offender from the job site.

2.19 NON-HIRING OF EMPLOYEES

No employees of the County or any department, commission, agency, or branch thereof whose job duties include matters relating to or attending the subject matter of the Agreement shall, while being employed, become or be an employee of the Contractor.

2.20 INDEPENDENT CONTRACTOR STATUS

The Contractor is an Independent Contractor relative to the performance of services under this Contract and shall not be deemed a County employee under the Prince George's County Charter or Subtitle 16 of the Prince George's County Code or a Court employee.

The Contractor shall not be entitled to participate in any of the County's benefits, including without limitation any health or retirement plans. The Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Agreement.

The County shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's Federal Insurance Contributions Act (FICA), social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under the Agreement. All such costs shall be the Independent Contractor's responsibility.

2.21 ORAL PRESENTATIONS

The County reserves the right to conduct individual interviews with finalists. Finalists may be required to make an oral presentation to discuss proposed management techniques, answer questions from the County's Evaluation Committee, and/or clarify their Proposal.

2.22 PERFORMANCE BOND

Prior to award of the Agreement, the Contractor shall be required to furnish a performance bond in the amount of 100% of the contract value.

2.23 FORMATION OF AGREEMENT WITH SUCCESSFUL CONTRACTOR

The Agreement to be negotiated as a result of this RFQ shall be by and between the Responder as Contractor and the County and shall contain provisions included in this RFQ. By submitting a response to this RFQ, the Responder accepts the terms and conditions set forth herein. A sample copy of a standard agreement is included in the RFQ as Attachment 3. By submitting a Response, the Responder accepts the terms and conditions set forth herein.

SECTION III**SCOPE AND REQUIREMENTS****3.1 TRANSMITTAL LETTER**

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

3.2 SIGNING OF FORM

If the Proposal is submitted by an individual, it shall be signed by the individual; if submitted by a partnership, it shall be signed by such member or members of the partnership with the authority to bind the partnership; and if submitted by a corporation, it shall be signed by an officer and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there shall 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 signing on behalf of the corporation. Signatures shall be under seal (i.e., indicated by the word "Seal" following signature of individual and partner Respondents) and indicated by affixing the Corporate Seal at corporate signatures.

3.3 REQUEST FOR QUALIFICATIONS RESPONSE

The selection procedure for this Contract requires that a review of a hard copy of the Response of the Responder be conducted by an Evaluation Committee. Delivery of the RFQ Response shall be on or before the due date and time listed herein to the Contract Administration and Procurement Division at the address noted in Section I, Subsection 1.2, Issuing Office.

3.4 RESPONSE CRITERIA

- A. The Proposals shall be prepared in a clear and concise manner. All appropriate points in this RFQ Solicitation shall be addressed. The requirements for the Proposal are listed in this section and in Section IV.
- B. One original hard copy, eight (8) CDs, and **eight (8) hard copies** of the Proposal in a soft cover three-ring binder shall be submitted. Sheet size shall be 8½" x 11". Responses shall be tabbed based on the Response Criteria categories listed in this section.
- C. The Proposal shall be submitted in a sealed envelope or box. The envelope shall have the contact name and telephone number, project name and Solicitation number prominently displayed, together with the words, "S13-083, Urban Retrofit Program, Public Private Partnership."
- D. Electronic copies must be submitted on a CD-ROM, CD-R, or DVD-R in a protective sleeve. Each CD ROM and protective sleeve must be clearly marked with the volume number, title, Solicitation number, and the Responder's name. All CD-ROMs

3.4 RESPONSE CRITERIA (continued)

shall be included with the "original" paper copies of each volume as identified in the Solicitation. The information submitted must be checked and determined to be virus free prior to submission. The electronic submittals must be compatible with Adobe Acrobat Reader 8.0 (PDF) and Microsoft Excel. The electronic copy of the proposal must be an exact duplicate of the original paper proposal. The CD ROMs shall be used for proposal evaluation. If there are discrepancies between the electronic proposal and the original paper proposal, the paper original will be deemed to govern.

- E. Each RFQ Submission must be submitted in a loose-leaf three-ring binder. The page size of the RFQ Submission must not exceed 8½" by 11" with a minimum 11-pitch font. A page is defined as the single-spaced, single side of one 8 ½" by 11" sheet of paper or one printed side of a foldout page. Foldout pages are permitted, but they are limited to 11" by 17" and must fold entirely within the volume to 8½" by 11". Each printed side of a foldout counts as one page.

If multiple volumes are submitted, each volume must be clearly marked with the Solicitation number, volume number, and total volume number. Every page in the RFQ Submission shall include the Solicitation number, volume number, and consecutive page number using Arabic numerals (e.g., 1, 2, 3). All volumes must include the Responder's identity and the volume number on the cover page. Each volume must have a transmittal cover letter of no more than one page. The transmittal cover letter page shall not count against the page limit for the volumes.

Each volume shall be reviewed separately during the evaluation of the RFQ Submission. Therefore, each volume must be a stand-alone document that does not require referring to other volumes for a full understanding. Required referrals to other sections of the same volume must be kept to a minimum. Each volume must contain a detailed table of contents for the volume and a table of contents of all volumes.

The maximum page limits are provided in Section IV of this RFQ.

- D. The following **Required Submission** items shall be included in the Response portion of this RFQ Solicitation.
1. Detailed responses to the Criteria listed in Section IV
 2. Copy of professional certificates and/or licenses and required forms.

NOTE: It is the Responder's responsibility to fully review the RFQ documents to ensure that the Response contains all requested information.

3.5 RESPONSE FORMAT**A. Transmittal Letter**

The Proposal shall include a transmittal letter prepared on the Responder's business letterhead if applicable. 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 and services contained in the Proposal.

3.5 RESPONSE FORMAT (continued)**B. Title Page**

Each Proposal shall begin with a Title Page. It should display the words "RFQ No. S13-083, Urban Retrofit Program Public Private Partnership." 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.

C. Technical Response

The purpose of the Proposal is to demonstrate the qualification, competence, and capacity of the individual or firm seeking to undertake the Program. The technical response in the Proposal shall address all points outlined in Section IV of the RFQ.

D. Responder's Qualifications and Experience

Responder shall provide specific qualifications to perform the work described in this RFQ as specified in Section IV of this RFQ.

E. Compliance with Scope of Services

Offeror shall articulate in the Proposal a complete understanding of the County's requirements in regard to the program responsibilities as described in this RFQ as specified in Section IV of this RFQ.

F. Exceptions

If the Responder takes an exception to any provision or requirement of this RFQ, the exception must be clearly indicated in the Response to this RFQ.

3.6 EVALUATION PROCESS

The evaluation of RFQ Submissions shall be conducted by an Evaluation Committee. The RFQ Submissions shall be reviewed and evaluated in four (4) steps:

1. Completeness check of RFQ Submission Requirements: Failure of a Responder to provide all RFQ Submission Requirements may result in its RFQ Submission being deemed non-responsive. Page limits listed in Section IV shall be strictly adhered to.
2. Evaluation of each of the four (4) Factor Requirements: Evaluated on a points-awarded basis per Section IV of this RFQ. Each RFQ Submission that passes the completeness check noted in step 1 above shall be evaluated based upon the scoring stated in each criteria category, identified in Section IV of this RFQ. The scoring shall measure how well each RFQ Submission articulates the response to the requested items in each criteria category.
3. Evaluation of Financial Capability Requirements: Evaluated based on the extent to which the Responder demonstrates that (a) the Team has the financial strength and capacity to perform the proposed obligations with respect to the Program and (b) the

3.6 EVALUATION PROCESS (continued)

Responder has the ability to obtain \$80 million in long-term private financing with respect to the Program.

4. Scoring using a consensus approach in relation to the criteria subject and weighting identified in this RFQ: All decisions on whether an RFQ Submission meets, and to what degree it meets, the stated requirements shall be made by the Evaluation Committee. The Evaluation Committee shall recommend a Qualified Responder, to the County's Purchasing Agent.

The County reserves the right, at its sole and absolute discretion, to request written clarifications from an Responder at any time(s) after the RFQ Submission deadline with respect to its RFQ Submission and/or to request that an Responder attend, at the Responder's cost, oral presentation with respect to its RFQ Submission.

3.7 PROCUREMENT PROCESS OVERVIEW**A. Procurement Process**

The procurement process shall consist of the following three stages:

1. Stage 1 – Request for Qualifications

In Stage 1, a private entity is selected that will become eligible to enter into contract development and negotiations with the County for an executable Project Agreement to conduct the work. During this stage, Respondents begin making arrangements with potential teaming parties who are experts in delivering the Program as described in this RFQ, including all resource experts and financing partners.

The County intends to select one Qualified Responder. Responders not receiving the highest score will be ranked and held in reserve if negotiations with the Qualified Responder cannot be finalized within the allotted time frame.

2. Stage 2 – Contract Negotiations and Finalization

The Qualified Responder shall enter into negotiations with the County to reach a reasonable and mutually acceptable Project Agreement that captures and incorporates the intent of the permit obligations and requirements of the NPDES MS4 permits. The Project Agreement shall include the commercial, business, financial, and technical requirements that shall be supported and upheld for the term of the project and shall include an availability payment mechanism for reimbursement of the services that are provided.

When the terms and conditions of the Project Agreement have been accepted, Commercial and Financial Close shall be reached so that Program implementation can begin.

3.7 PROCUREMENT PROCESS OVERVIEW (continued)

3. Stage 3 – Implementation of the Project Agreement

Once the Project Co and the County have executed the Project Agreement, the Program shall proceed in accordance with the terms and conditions of the Project Agreement.

B. Replacement of Team Members

Except as expressly stated in this section (Section 3.7), the Responder is not permitted to substitute its Team Members and/or Key Individuals after the RFQ Submission deadline without the County’s prior written consent. If there is any change in the Team Members and/or Key Individuals of a Responder, a change in control of any Team Members and/or Key Individuals, or a material change to any Team Members and/or Key Individuals after an RFQ Submission has been submitted, the Responder must provide written notice to the County within five (5) business days after such change.

The County may, in its sole discretion, disqualify any such Responder and/or reject the RFQ Submission of any such Responder if the County, considers that the change may have a material adverse impact on the Responder’s RFQ Submission or the points allocated during the evaluation of the Responder’s RFQ Submission. Should the County determine that the Responder will not be disqualified, the County may, permit the Responder to propose a substitution for the applicable Team Members and/or Key Individuals. The substitute must meet or exceed the qualifications of the Team Member and/or Key Individual who is being replaced.

C. Evaluation Criteria

The following is a list of the Evaluation Criteria that the County will use in the evaluation and ranking of an Responder’s RFQ Submission. Additional information on Evaluation Criteria is provided in Section IV.

Criteria	Weighting
Factor 1 – Public/Private Partnership Experience	0–35
Factor 2 – Strategy/Approach	0–35
Factor 3 – Financial Capability	0–20
Factor 4 – Socioeconomic Plan	0–10
TOTAL	0–100

An additional fifteen (15) points for the Minority Business Enterprise participation (Section 1.8) may be achieved. See chart below:

3.8 MINORITY BUSINESS PARTICIPATION EVALUATION

The evaluation of the MBE participation will constitute up to 15% of the maximum technical score.

Each firms’ proposal must evidence a minimum of 35% MBE subcontracting participation.

In order to obtain “points” in the evaluation, prime contractors must subcontract more than the specified minimum.

If a Certified Minority Business proposes to subcontract 50% or more of the work to non-certified firms, the business enterprise shall not be considered a Minority Business Enterprise (MBE) with respect to this particular solicitation.

Non-Minority businesses which utilize certified MBE’s as subcontractors are eligible to receive up to 10% of the maximum technical score points (**see Evaluation Table, Section A for details**).

Certified MBE’s are eligible to receive up to 15% of the total technical evaluation points (**see Evaluation Table, Section B for details**).

In order to be considered for such points, the proposal/bid must indicate that certification of MBE status has been made by the County prior to the submission of the proposal/bid.

To receive points based on utilization of certified MBE partners or subcontractors, each proposal/bid must include an MBE utilization plan which identifies the participating MBE’s, the portion of the scope of services to be performed by the MBE’s and the **percentage** of the total contract value to be paid to MBE firms. (See the MBE Utilization Plan in Attachment A)

Percent of ranking points will be awarded in accordance with the following MBE participation percentages:

Evaluation Table, Section A

Non-MBE Prime Contractor Evaluation Factors

MBE Subcontract Percentage	Maximum Evaluation Factor
35% or less	0%
36% to 40%	8%
41% to 45%	10%
46% or more	12%

Evaluation Table, Section B

Certified MBE Prime Contractor Evaluation Factors

Non-MBE Subcontract Percentage	Maximum Evaluation Factor
35% or less	15%
35% to 40%	12%
41% to 45%	10%
46% to 49%	8%
50% +	0%

3.87 MINORITY BUSINESS PARTICIPATION EVALUATION (continued)

The Responder may demonstrate MBE participation by:

1. Providing a copy of its current MBE certification letter, if the Offeror is an MBE certified by the Prince George's County Supplier Development & Diversity Division (SDDD)
2. Requesting and obtaining MBE status with SDDD prior to the closing date of this RFQ. Firms currently certified with the Maryland Department of Transportation (MDOT); the Washington Metropolitan Area Transit Authority (WMATA); the Maryland/District of Columbia Minority Supplier Development Council (MD/DC-MSDC); the Women Presidents' Educational Organizations (WPEO) or the Department of Veteran Affairs (VA) shall request MBDD to make a determination of their MBE status.
3. Completing the MBE Utilization Plan and identifying planned subcontracting with one or more MBEs. (see Attachment #A).
4. Submitting a joint venture agreement between a non-MBE firm and an MBE firm, where the Responder is a purported joint venture arrangement. The agreement shall detail the partner's capital contribution, financial and management responsibilities, percentage of profit sharing as well as amount of work performed by each firm.

SECTION IV**SPECIFICATIONS AND GENERAL REQUIREMENTS****4.1 SCOPE OF SERVICES**

The County is required by the NPDES MS4 permit to retrofit untreated impervious areas within its' urban areas to meet the Chesapeake Bay TMDL pollutant load reductions to restore the water quality of urban waterways. The County has determined that for this Contract, it shall focus on retrofitting the County roadway system in older and populated urban communities such as in the Anacostia River watershed. The scope of work for this Contract shall support the goals of the County and the obligations and requirements of the NPDES MS4 permit.

The DBFOM Public Private Partnership Program scope includes:

- Long-term private financing to fund the construction costs that shall be deferred to be repaid over the maintenance term;
- Design of the features and infrastructure to support the Program;
- Procurement and construction of the features and infrastructure to support the Program;
- Demolition of existing works and infrastructure, as applicable;
- Relocation and/or protection of existing utilities (including responsibility for all Miss Utility checks and coordination of existing utility relocation, as needed);
- Filing and obtaining all required permits and requisite signoffs;
- Commissioning and operational training for the County on how the features and infrastructure function and operate;
- Management of construction, including maintenance of traffic and appropriate signage to direct pedestrian access to facilitate construction and maintenance of the Program;
- Routine asset preservation, lifecycle, and handback replacement/rehabilitation maintenance of the features and infrastructure of the Program for a minimum term of thirty (30) years, commencing from the date of Commercial and/or Financial Close, whichever is later;
- All operation, maintenance, and upkeep of features and infrastructure to support the Program; and
- Consultation with stakeholders and the public groups/entities under the direction of the County;

The DBFOM Public Private Partnership Program scope excludes:

- Property acquisition (See Section 1.1.E for more information); and
- Policy negotiations with the EPA, Maryland Department of the Environment ("MDE"), other stakeholders, or other regulatory agencies;

4.2 GENERAL DESIGN PRINCIPLES

The scope of services include the following; on the following: The private entity, in consultation of the County, shall develop and obtain approval for retrofit BMPs with implementation strategies that permit easy integration into existing urban roadways and infrastructure. The BMPs shall be designed to meet high standards and performance goals, as stated in the Contract, and ensure long-term sustainability and provide maintenance.

Through partnership and agreement, the private entity shall give a general permit by the County to:

- Implement retrofit practices in various areas throughout the County;
- Confirm and coordinate locations for retrofit practice placement with the County;
- Provide proper notification to affected property owners prior to construction;
- Construct necessary field adjustment with County supervision or inspection;
- Fully restore the retrofit area to existing condition; and
- Provide final report for the studied area and geographic information system (GIS) based inventory information to the County to meet MS4 state restoration requirements.

4.3 NPDES REQUIREMENTS, BEST MANAGEMENT PRACTICES, AND TECHNOLOGY CONSIDERATIONS

The partnership and Contract shall require coordinating, consulting, and working with the MDE and EPA to define, refine, and develop design requirements so that all implemented/retrofitted water quality measures can obtain pollutant removal credit in support of meeting the MS4 permit requirements. Further, the Contract shall require close consultation and collaboration with the County and MDE to define, refine, and develop reasonable and acceptable advanced next-generation urban retrofit BMPs as well as to develop technology considerations for innovation and performance verification for incorporation into the Program.

4.4 RELEVANT DOCUMENTS

The Responder is encouraged to review and understand the following relevant documents:

Maryland Department of the Environment, Draft Permit and Fact Sheet for the National Pollution Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Discharge Permit. Available at http://www.mde.maryland.gov/programs/water/stormwatermanagementprogram/pages/programs/waterprograms/sedimentandstormwater/storm_gen_permit.aspx

Prince George's County Department of Environmental Resources, Prince George's County Maryland Phase II Watershed Implementation Plan, 2 July 2012. Available at http://www.mde.state.md.us/programs/Water/TMDL/TMDLImplementation/Documents/FINAL_PhaseII_Report_Docs/Final_County_WIP_Narratives/PG_WIPII_2012.pdf

4.4 RELEVANT DOCUMENTS (continued)

Maryland’s Phase II Watershed Implementation Plan for the Chesapeake Bay TMDL, October 2012. Available at

http://www.mde.state.md.us/programs/Water/TMDL/TMDLImplementation/Pages/FINALPhaseII_WIPDocument_Main.aspx

Maryland Department of the Environment National Pollution Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Discharge Permit, Effective: October 13, 2004, Expiration: October 13, 2009. Available at

<http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/Documents/www.mde.state.md.us/assets/document/sedimentstormwater/MSSPermit/PR%20final%20permit.pdf>

U.S. Environmental Protection Agency Chesapeake Bay Total Maximum Daily Load for Nitrogen, Phosphorus and Sediment, December 29, 2010. Available at

<http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/tmdlexec.html>

4.5 DETAILED RFQ SUBMISSION REQUIREMENTS

The Responder shall provide information as required and in the order requested below. Page limits must be strictly adhered to.

SECTION		PAGE LIMIT	SCORING
Introductions			
1	Letter	1 page	N/A
2	Executive Summary Provide the following: <ul style="list-style-type: none"> • Introduction of the partnership • Discussion of the proposed Team • Summary of the plan and long-term outlook for the Program • Roadmap of the RFQ Submission considering the four (4) submission factors including an overview of the strategy for Factors 1, 2, 3, and 4 to ensure overall success • Key points of the approach and framework of the RFQ Submission 	3 pages	N/A
Technical Response			
Factor 1 – Public Private Partnership Experience			Total Score for Factor 1 = 35 points
1.1	Public Private Partnership Development Experience	3 pages per project; 2-page introduction	10 Points
1.1.1	P3 Program Development Experience – Overall Team Profile Provide overview of the Team: <ul style="list-style-type: none"> • Detailed narrative describing similar experience in Private Public Partnerships, implementing long-term sustainable plans, and acting as financier 		

SECTION	PAGE LIMIT	SCORING
<ul style="list-style-type: none"> • Maximum of three (3) project examples showing development capability <u>relevant</u> to the nature and scope of this RFQ with examples that encompass these three categories: <ol style="list-style-type: none"> 1. Public Private Partnership experience involving long-term financial/legal structures 2. Experience with long-term sustainable plans 3. Experience as a Project Co or financier • Information for all of the items listed below: <ul style="list-style-type: none"> – Company/division name – Program/Program title – Contracting agency/customer – Contract number – Description of effort – Statement of relevancy to proposed effort – Significant achievements / resolution of problems – Type of contract/project (related to the required categories) – Period of Performance – Contract dollar value at time of selection/closing – Original planned completion date – Current or actual completion date (also percentage of completion if not complete) and reasons attributable to early/late finish – Complexity of the project – Scope of long-term operations, maintenance, and management activity – Duration of long-term operations, maintenance, and management activity – Innovations/cost savings created by the project and how the cost saving is re-used – Role of the Responder – Name, title, affiliation, address, phone, and fax numbers, and email addresses of client points-of-contact 		

SECTION	PAGE LIMIT	SCORING
<p>1.1.2 P3 Program Development Experiences – Design and Construction</p> <ul style="list-style-type: none"> • Each Design Team Member shall provide a minimum of one (1) and a maximum of five (5) project examples of design experience <u>relevant to the nature and scope of the Program</u> that demonstrate design and construction experiences with: <ul style="list-style-type: none"> – Retrofit urbanized areas to improve water quality to meet MS4 permit requirements for treatment of impervious areas – Familiarity with innovative BMPs – LID/GI practices – Demonstrated environmental management in accordance with NPDES and MS4 regulatory compliance • Project example submittals shall not exceed ten (10). 	<p>2 pages per project, 1 page introduction</p>	
<p>1.1.3 P3 Program Development Experience, Operation and Maintenance</p> <ul style="list-style-type: none"> • Each Operation and Maintenance Team Member should provide three (3) project examples of operation and maintenance services relevant to the nature and scope of the Program that demonstrate experience with: <ul style="list-style-type: none"> – Lifecycle maintenance of retrofit programs of urban areas for improved stormwater management – Sustainable LID/GI practices – Compliance monitoring, adaptive management, and maintenance strategies for sustainability features • Notwithstanding the number of Design Team Members, the combined total of submitted project examples shall not exceed ten (10). 	<p>2 pages per project; 1 page introduction</p>	
<p>1.2 Public Private Partnership – References</p> <p>Provide the following:</p> <ul style="list-style-type: none"> • Responder shall provide three (3) references that can provide documentation regarding Responder’s experience on providing Public Private Partnership services. Responder shall provide name, email, phone number, and address for each reference as well as a brief statement of the services provided for the reference. • Responder shall include additional performance-recognition documentation such as letters of commendation and awards to further demonstrate successful performance. 	<p>1 page containing reference information for all 3 references, plus commendation letters/awards documents</p>	<p>5 Points</p>
<p>1.3 Lessons Learned on Past P3 Programs</p> <p>Provide the following:</p> <ul style="list-style-type: none"> • Detailed information and experiences in which the Responder encountered problems and undertook strategies and corrective actions/solutions to remedy the problems • Examples related to P3s in which the Responder implemented long-term sustainable plans, including the adaptive management approach, monitoring, and outcome solution success parameters. Examples are not limited to efforts included under Section 1.1 above. 	<p>4 pages</p>	<p>5 Points</p>

SECTION	PAGE LIMIT	SCORING
<p>1.4 Innovation History on Past P3 Programs Provide the following:</p> <ul style="list-style-type: none"> • Narrative demonstrating incorporation of innovative approaches, strategies, and solutions on similar efforts • Description of the impact of an innovation as related to issues such as cost, schedule, efficiency, and quality • Incorporation of an innovation in a Program that led to added value and sharing of benefits <p>Examples are not limited to efforts included under Section 1.1 above.</p>	<p>4 pages</p>	<p>10 Points</p>
<p>1.5 Corporate Resume and Key Individuals Provide the following:</p> <ul style="list-style-type: none"> • Corporate resume including information to substantiate the capacity to perform in the areas proposed. • Corporate resume shall address the following at a minimum: <ul style="list-style-type: none"> – Firm name, office address, and telephone number for the office that will be performing the work under the prospective Contract – Type of business organization, date organized, and date and state of incorporation, if applicable – Number of personnel on the present payroll in the following categories: partners, officers, and other key personnel – Number of permanent personnel on the present payroll – Total value of work in past six (6) years exclusive of Joint Venture; average annual gross income for the past six (6) years – Largest public/private partnership in past six (6) years (contract amount, period of performance, description, owner) – Largest public/private partnership in progress/completed (contract amount, date completed, description, owner) – Type of work in which the firm specializes – Relevant specialized experience – Relevant certifications, etc. – Detailed resumes for the Key Individuals (indicating overall experience and any experience relevant to the nature and scope of the Program and the function to be performed by the Key Individuals). If applicable, reference each Key Individual's role in the submitted projects. – Names of Key Individual(s) proposed to lead the financing for the Program and a description of their relevant experience and how they would contribute to the success of this Program 	<p>12 pages for corporate resume - and - 2 page resumes for each key individual with a total of 20 pages</p>	<p>5 Points</p>

SECTION	PAGE LIMIT	SCORING
Factor 2 – Program Strategy and Approach		Total Score for Factor 2 = 35 Points
<p>2.1 Partnership Approach</p> <p>2.1.1 Partnership Approach – Overall Team and Approach to the Program</p> <p>When explaining the approach, Respondents shall provide examples of past approaches and experiences that are relevant to the proposed approach to the Program. Provide details on the following:</p> <ul style="list-style-type: none"> • Vision for creating a partnership with the County, other government entities, and stakeholders in the performance of this effort • Description of the approach to align public and private goals • Responder’s approach to address the obligations of the MS4 permit and a separate description of the ability of the Responder to take over the obligation or coordinate the MS4 permit with the County • Description and narrative of the proposed organization including levels of management interaction, extent of proposed team having worked together in the past, and corporate support to ensure overall success. • Organizational chart showing key positions of the Responder’s structure, including lines of communication and authority. • Approach for long-term sustainability and maintenance, including examples of efforts with proven sustainability and maintenance after initial construction; Responder shall describe how challenges or changes to the partnership will be addressed. • Concise summary of partnership roles and responsibilities (e.g., public relations, safety, quality, small-business contracting and public outreach/education) to ensure success, including a description of responsibilities within the proposed team to demonstrate a comprehensive understanding of the long-term effort. • Approach for communicating/interfaces with multiple stakeholders. Address how stakeholders are engaged throughout the process. Responder should provide examples of methodologies used to manage/interface with multiple stakeholders from government entities, regulatory agencies, and the general public and successes. Responder must also provide a narrative description of its plan for public communications and notifications to communities, including a description of critical success factors for the Program and skills of the Responder to ensure project success such as stakeholder relations, community involvement, experience in NPDES processes, and approvals and communications strategies. For public outreach and education model/success, demonstrate measurable outcomes with increased community participation • Narrative addressing how the partnership shall approach minor and major decisions related to scope changes such as unforeseen conditions and force majeure. Include a definition of what constitutes a minor decision and major decision. 	10 pages	5 Points

SECTION	PAGE LIMIT	SCORING
<ul style="list-style-type: none"> • Approach of the Responder in interacting and resolving disputes with the County • Description of how the Responder will ensure transparency in the partnership • Approach to ensuring suitable and effective integration of design, construction, maintenance, and rehabilitation 		
<p>2.1.2 Partnership Approach – Design and Development</p> <ul style="list-style-type: none"> • When explaining the approach, Respondents shall to provide examples of past approaches and experiences relevant to the Program. Provide details on the following items: <ul style="list-style-type: none"> – Design approach to value engineering and minimizing overall capital and lifecycle costs – Design team’s approach to ensure compliance / implementation of the NDPES MS4 commitments, obligations, and conditions of approval – Approach to design quality control and quality assurance and attaining a high-quality maintenance and rehabilitation strategy – How the design team shall approach sustainable design and how it will effectively balance cost premiums with operational savings – The design team’s approach to design the Program including an understanding of EPA design standards and current BMPs in urban retrofitting of watershed infrastructure and the approach to improve the efficiency and effectiveness of the infrastructure’s operating and maintenance and rehabilitation services. More importantly, demonstrate design team’s experience and approaches with new innovative BMP designs to reach higher TMDL load reduction and credits. 	6 pages	

SECTION	PAGE LIMIT	SCORING
<p>2.1.3 Partnership Approach – Construction</p> <p>When explaining the approach, Respondents shall provide examples of past approaches and experiences relevant to the Program. Provide details on the following items:</p> <ul style="list-style-type: none"> • The individual or individuals proposed to manage the construction process • How the construction team and its members will be integrated and coordinated with the other team members and the County • Approach to fast-tracking the Program schedule, including methods of construction that could yield time savings (e.g., approach to winter construction) • Approach to sequencing, scheduling, and logistics of managing large volumes of natural and manufactured materials including relationship with key suppliers for equipment and material • Approach to implementing an effective quality assurance program for the duration of the Program • Approach to scheduling / completing project to retrofit 2,000 untreated impervious acres within the specified time frame (by June 30, 2017) • Approach to safety program • Approach to promoting sustainability • Approach to and experience in liaising with municipalities, utility companies, government and regulatory agencies, and other stakeholders as required • Approach to monitoring commitments and conditions of approval during construction (compliance monitoring) and appropriate submission timing • Approach to educating construction staff in emerging environmental issues such as species at risk and archaeological finds during construction • Approach to managing the Program in the context of the relevant team members’ committed and potential construction projects • Responsible personnel certification (MDE Green Card E&SC) 	<p>6 pages</p>	
<p>2.1.4 Partnership Approach – Maintenance and Rehabilitation</p> <p>When explaining the approach, Respondents shall provide examples of past approaches and experiences that are relevant to the proposed approach to the Program. Provide details on the following items:</p> <ul style="list-style-type: none"> • Key Individual(s) proposed to lead the maintenance and operations rehabilitation management for the Program • How the maintenance and rehabilitation management team and its members shall be integrated and coordinated with other team members and the County • Approach to how the infrastructure will be managed and the roles and responsibilities of the relevant team members 	<p>6 pages</p>	

SECTION	PAGE LIMIT	SCORING
<ul style="list-style-type: none"> • Approach to maintaining and rehabilitating the infrastructure to minimize total Program cost while ensuring that the infrastructure meets Program requirements and the County’s performance standards • Approach to ensuring suitable and effective management of the interface between Successful Responder-delivered maintenance and rehabilitation management services and any related management services that may be delivered by others • Approach to developing asset strategies and plans to ensure end of term handback standards are met • Approach to developing monitoring programs and incident response plans • Approach to developing conditions of approval compliance monitoring program and reporting requirements • Approach to providing a continuity of quality service management over the length of the Contract (e.g., succession planning over a long-term 30-year Contract) • Approach to managing the Program in the context of the maintenance and rehabilitation team members’ other maintenance and rehabilitation management contracts currently underway or planned • Approach to health and safety at the workplace • Approach to managing a unionized labor force • Policies, practices, and procedures for the hiring, training, and supervision of staff, including training and supervision on health and safety matters 		
<p>2.2 Performance Strategy (Vision to the Plan) The Responder shall provide the following:</p> <ul style="list-style-type: none"> • Description of its proposed service offering to include design, construction, maintenance, and management activities necessary to achieve overall Program success • Demonstration of the plan to effectively manage the full services offering simultaneously • Identification of service standards in the form of metrics and a description of how metrics shall be developed to align with best practices and regulatory requirements. Description of operational efficiency in construction, maintenance, and management. Description of compliance with performance standards to include federal, state, and local laws and regulations and current version of systems requirements for the NPDES MS4 permit • Overview of policies, processes, and procedures to ensure quality management • Narrative detailing how the Responder shall ensure affordability and the measures that shall be implemented to ensure cost-effectiveness • Narrative of the ability to provide Program administration from award through the duration of the long-term plan 	6 pages	10 Points

SECTION	PAGE LIMIT	SCORING
<ul style="list-style-type: none"> • Narrative describing the approach to implement an operational transition plan; at a minimum, the plan should demonstrate an understanding of the critical transition elements • Overview of policies, processes, and procedures for long-term operations and maintenance • Approach to implementation of BMPs 		
<p>2.3 Approach to Negotiations and Program Agreement Partnering The Responder shall provide the following:</p> <ul style="list-style-type: none"> • Narrative describing its proposed approach for the plan development period and finalization after the selection of a partner • Narrative addressing, at a minimum, the following: <ul style="list-style-type: none"> – Ability to work with government partners and stakeholders – Roles and responsibilities of selected partner and government partners – Incorporation of innovative/value-added solutions – Development of a long-term financial model – Approach/oversight of stormwater management operations 	6 pages	5 Points
<p>2.4 Approach to Managing Risk The Responder shall provide the following:</p> <ul style="list-style-type: none"> • Based on DBFOM or similar P3 projects, explain Responder’s preliminary approach to allocating key project risks among Team Members • Narrative describing approach to identification of potential risks and mitigation techniques • Approach to risk allocation between the team members in the structure identified in the RFQ Submission at all stages of the Program including stranded risks at the Project Co level (e.g., risks other than those passed down to the constructor or operator) • Potential risks associated with the proposed effort and plan to mitigate these risk 	6 pages	5 Points
<p>2.5 Team Members, Organization, Key Individuals, and Other Processes Respondents shall provide supporting information and details to enable a comprehensive evaluation of the Team Member’s roles and responsibilities. Provide details on the following items:</p> <ul style="list-style-type: none"> • Evidence of experience of each team member in carrying out major infrastructure and retrofit projects in urban settings, including DBFOM projects or similar types of projects, as a member of a consortium • Evidence of ability to act as a single, integrated, seamless team, including evidence that some or all team members have worked together previously in a successful manner • System of measuring, assessing, and maintaining accountability for performance applicable to the Program 	10 pages	10 Points

SECTION	PAGE LIMIT	SCORING
<ul style="list-style-type: none"> • Evidence of a well-organized team (e.g., provide an organizational chart that shows clearly defined and articulated decision-making bodies and team members’ roles and responsibilities for key functions) • Identified leader for each stage (procurement, design, construction, and maintenance) of the Program with clear decision-making authority covering all types of anticipated decisions • Approach to ensuring labor availability (adequately and sufficiently sized trained workforce) • Coordination of the construction team as a whole • General contractor’s individual responsibility for overall construction management 		
Factor 3 – Financial Capability		Total Score for Factor 3 = 20 Points
<p>3.1 Finance Strategy and Approach Based on DBFOM or similar P3 projects and current market conditions, the Responder shall provide the following:</p> <ul style="list-style-type: none"> • An organizational structure depicting a relationship of parties that are financially accountable for Contract/Program performance • Strategy and approach for financing the project/contract on a long-term basis, including a discussion of the Responder’s financial structure with long-term government partnership, risks and benefits of the structure, and why this strategy is the most advantageous to the County and end users • Structure and proposal for cost accountability standards including recording and budget requirements • Summation of the relationship between the Responder’s expected financial return and its approach to ensure that the assets are preserved and that high service levels are maintained over the course of this Contract/Program • Plan that details how the risk capital and development costs will be secured and committed leading up to financial close (including anticipated third party support or guarantees) • Internal approval procedures/timelines for allocation of funding and anticipated timeline for committing funding for this Program • Brief overview of risk capital provider’s investment plan and commitment between now and financial close and the impact, if any, on the ability to invest in the Program • The anticipated debt providers and other financial participants and their proposed contribution (approximate in percentage terms), including where available, letters of support • Explanation of the Responder’s contingency plans if there is a gap in 	15 pages	5 Points

SECTION	PAGE LIMIT	SCORING
<p>the financing or any of the potential lenders or risk capital funder(s) are not in a position to provide the Responder’s share of the financing. The Responder shall also describe its available redundancy in debt and equity to accommodate smaller or larger interim and final substantial completion payments as may be required by the County.</p> <ul style="list-style-type: none"> • Plans and efforts to negotiate/eliminate any provisions or clauses that may put the Responder’s financing at risk (e.g., “market out” clauses) • Transparency of its financial fee model • Any innovative financing transaction structures that shall be used to achieve added Value for Money (VFM) to the County, including benchmarking and other efforts to ensure reduced financial costs • A preliminary financing plan covering reasonably foreseeable capital market conditions and scenarios that detail how adequate levels of commitment from potential risk capital and debt providers shall be obtained for a timely and successful financial close. 		
<p>3.2 Financial Strength and Sustainability Based on DBFOM or similar P3 projects and current market conditions, the Responder shall provide the following:</p> <ul style="list-style-type: none"> • Statement of long-term financial sustainability strategy that includes addressing reserve accounts, development sources, and uses of funds that describes proposed capital and operation funding accounts • Synopsis of why this financial structure and its components are competitive and reasonable for a long-term partnership • Approach to forecasting, managing, and overcoming unforeseen conditions and challenges • All anticipated sources of risk capital (e.g., banks, life insurance companies, pension funds, private equity funds, construction companies, facilities management providers) and their anticipated involvement (approximate in percentage terms) • Specific origin of risk capital and development costs to be invested in the Program (i.e., specific fund or investing entity if a separate legal entity to the team member is contemplated) and the source (e.g., current cash reserves, future cash inflows, additional risk capital, debt to be raised) • Overview of recent financial performance and financial strength of the risk capital providers and the team members identified to play a lead role for the development, construction, maintenance, and rehabilitation of the Program (should be supported by the most recent annual audited financial statements, or unaudited statements if audited statements have not been produced, and quarterly financial statements for every quarter since the latest financial statement, or equivalent financial information; explanatory notes on liquidity and free cash position, especially where there are significant restricted assets or obligations which may impact the financial position; fund performance report if applicable; ratings report if available; or any other financial documents to support the financial analysis) 	<p>10 pages</p>	<p>5 Points</p>

SECTION	PAGE LIMIT	SCORING
<ul style="list-style-type: none"> • Identification of any financial advisor(s) and definition of their role in arranging financing and approach to achieving financial close • Relevant information to support the responses to the points above (e.g., financial statements, letters of support from funding sources). Such supporting information is not subject to the page limit noted above. Respondents are not required at this time to provide specific dollar amounts for contemplated risk capital. 		
<p>3.3 Demonstrated Financial Experience</p> <p>Based on DBFOM or similar P3 projects and current market conditions, the Responder shall provide the following:</p> <ul style="list-style-type: none"> • Overall partnership financial experience with other team members and how that is relevant to the success of the Program • Relevant examples of overcoming market and partner challenges that demonstrate Responder’s ability to remain flexible to County and partnership changes • Previous financial experience with forecasting, managing, and overcoming unforeseen conditions, and challenges • Each relevant team member, including all Prime team members with risk capital consideration, and all financial advisors identified pursuant to the provisions of the previous section should provide a minimum of three (3) and a maximum of five (5) project examples of financing capabilities, approaches and experience relevant to the nature and scope of this Program. Greater consideration will be given to financing experience post credit crisis (i.e., since fall 2008). • Demonstration of the ability to have and maintain source(s) of sufficient value to meet the equity requirement of this RFQ 	25 pages	5 Points
<p>3.4 Financial Statements</p> <p>Based on DBFOM or similar P3 projects and current market conditions, the Responder shall provide the following:</p> <ul style="list-style-type: none"> • Financial Statements as an attachment, as defined below, and other documentation as required to demonstrate the Responder’s financial strength and capabilities. “Financial Statements” are defined as the financial statements accompanied by an auditor’s assertion of accuracy for the most recent two (2) years and year-to-date statements through the end of the calendar quarter that precedes the date of this solicitation. The auditor must be from a Certified Public Accounting firm, and the assertion of accuracy must state that the financial statements have been prepared in accordance with Generally Accepted Accounting Principles. • Any Responder that is either not a public company subject to the reporting to the Securities Exchange Commission (SEC) or a newly formed public company subject to the reporting to the SEC that does not have two Forms 10-K available shall submit any Forms 10-K and Forms 8-K submitted to the SEC within the last two (2) years along with its Financial Statements • If Financial Statements are not available, the Responder shall submit 	25 pages	5 Points

SECTION	PAGE LIMIT	SCORING
<p>(a) entity Financial Statements that have been reviewed by a Certified Public Accountant and an assertion of accuracy from the entity's Chief Financial Officer or equivalent or (b) an individual's Internal Revenue Service (IRS) tax filings that have been executed and submitted to the IRS by the individual or a certified preparer</p> <ul style="list-style-type: none"> • If any Financial Statements and information submitted note any litigation, disputes, claims, UCC filings or similar items, shall provide the current status of each matter in full detail • Each Responder shall provide its applicable North American Industry Classification System code, which may be obtained from the Census Bureau at www.census.gov/epcd/www/naics.html 		
<p>3.5 Insurance and Security Requirements</p> <p>Based on DBFOM or similar P3 projects and current market conditions, the Responder shall meet the necessary insurance requirements stated in Section 2.12 of this RFQ document. In addition, for each subcontractor of the Responder, a letter from a duly certified insurance provider or insurance brokerage shall be submitted which demonstrates evidence of the subcontractor's ability to obtain the requisite insurance. The County is open to alternative insurance coverage that provides at least the minimum levels of coverage detailed in Section 2.12; including, but not limited to, "Wrap Up" or "CCIP" coverage.</p>	No page limit	Pass/Fail
<p>Factor 4 – Socioeconomic Plan</p>		<p>Total Points for Factor 4 = 10 Points</p>
<p>The Responder shall be expected to fulfill a series of socioeconomic goals established by the County. The Responder shall include at a minimum the following in its RFQ Submission:</p> <ul style="list-style-type: none"> • Description of its social benefits including company principles and efforts towards community development, for each team member • Description of its success in providing opportunities to Minority Business Enterprises (MBEs) in the past. Provide examples in which the Responder has used the following concerns: <ol style="list-style-type: none"> 1. Submission of a Socioeconomic Plan that demonstrates a commitment to providing subcontracting opportunities to MBEs. As part of this submission element, the plan shall include a description of the efforts the Responder shall make to ensure that MBEs will have equal opportunity to provide supplies, services, or support under any resulting contract. 2. Description of the Responder's current and planned proposed range for services, supplies, and any other support that shall be provided by MBEs. 3. Description of any future plans the Responder has for developing additional subcontracting opportunities for MBEs to participate in 	12 pages	

SECTION	PAGE LIMIT	SCORING
<p>contract performance during the contract period.</p> <ol style="list-style-type: none"> 4. Identification of the portion of the Responder’s proposal that shall be performed by MBEs. 5. Type of performance data the Responder would accumulate and provide to the County regarding its support for MBEs during the period of contract performance. 6. Name and title of the individual principally responsible for ensuring company support to such firms. 		

ATTACHMENT A
REFERENCE FORM

Provide the requested information for at least three reference projects of a similar or relevant nature which have been successfully completed or currently underway, within the past five years.

1. Name: _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Description of Work: _____

 Contract Start Date and Duration: _____
 Approximate Contract Value: \$ _____
 Similarity of your project to the scope of requirement for this solicitation:

2. Name: _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Description of Work: _____

 Contract Start Date and Duration: _____
 Approximate Contract Value: \$ _____
 Similarity of your project to the scope of requirement for this solicitation:

3. Name: _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Description of Work: _____

 Contract Start Date and Duration: _____
 Approximate Contract Value: \$ _____
 Similarity of your project to the scope of requirement for this solicitation:

I certify that the above information is true and correct.

Signature: _____ Title: _____ Date: _____

FORM A

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. Personal Property ___ 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 BWAGE REQUIREMENTS
FOR
SERVICE CONTRACTS

Notice to Bidders

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 Certification" and, if applicable, the "501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" that are included with this solicitation must be completed and submitted with your bid or Proposal response.

Failure to complete and submit with you Bid or Proposal the required certification and pricing material on the form(s) included as Appendix E-1 and E-2 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

APPENDIX E

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS

Addendum to the General Terms and Conditions

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code. 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 Section 10A-144 (b) and for particular employees in accordance with Section 10A-144 (f).

2. 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.

3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. The County may assess 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 event of breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County.

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions

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 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 fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.

9. 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.

10. 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 8 (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 this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor.

APPENDIX E-1

Wage Requirements Certification for Service Contracts

Prince George’s County Code, Section 10A-144

Company Name: _____

Address: _____ City: _____ State: _____

Telephone No.: _____ Fax: _____ E-Mail: _____

Wage Rate Effective July 1, 2012 through June 30, 2013 \$13.35 Per Hour
Wage Rate Effective July 1, 2013 through June 30, 2014 \$13.60 Per Hour

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an “Responder,” are awarded the contract and become “Contractor.”

1. Wage Requirements Compliance

- This contractor as a “covered employer” will comply with the requirements under 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 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).

APPENDIX E-1

Wage Requirements Certification for Service Contracts

Prince George's County Code, Section 10A-144

- 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 of the County Code, 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). 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 organizations "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-114 (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 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: _____

Participation Agreement – An Agreement entered by the County and a developer pursuant to Subtitle 10A, 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

Attachment 1
Subcontractor Project Participation Statement
SUBMIT ONE FORM FOR EACH SUBCONTRACTOR

Provided that _____ is awarded the Prince
Prime Contractor Name

George's County, Maryland contract in conjunction with Solicitation No. _____,

the Prime Contractor and _____, intend to enter into a
Subcontractor Name

contract by which Subcontractor shall: (describe work and staffing of project)

- No - Bond(s) are not required of Subcontractor
- Yes - The following amount and type of bond(s) that will be required of Subcontractor at time of award:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

*Subcontractor Participation Schedule
 (for submission with response)*

Attachment 1A

***** EFFECTIVE OCTOBER 22, 2007 *****

This document must be included with the bid or price proposal. If the bidder or Responder fails to submit this form with the bid or offer as required, the Administrator of the Contract Administration and Procurement Division shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Solicitation Number	Total Contract Amount \$
List Information For Each Subcontractor On This Project	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT 4A CONTINUATION PAGE AS NEEDED

TOTAL SUBCONTRACTOR PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type)

Name: _____

Title: _____

ATTACHMENT 1B

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

**(To be submitted with RFQ Response)
PERCENTAGES ONLY**

RFQ # _____

MBE's Name, Address Phone & Principal	Work to be Performed	MBE Certification	Projected Subcontract Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Total Percentage % MBE
Participation _____**

Name of Prime Contractor: _____

Name of Principal: _____

Signature: _____

Date: _____

ATTACHMENT 1B

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN (continued)

(To be submitted with RFQ Response)

Bid/RFP # _____

MBE's Name, Address Phone & Principal	Work to be Performed	MBE Certification	Projected Cost Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Total Cost MBE
Participation** _____

Name of Prime Contractor: _____

Name of Principal: _____

Signature: _____

Date: _____

ATTACHMENT 1C

MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT

(To be submitted monthly)

RFQ # _____

I certify that the MBE Utilization Schedule dated _____ for this contract is correct and no deviations have occurred or are anticipated to occur.

TOTAL CONTRACT VALUE: _____

MBE Participation %: _____

Monthly MBE Activity
Subcontractors or
Suppliers

NAME	WORK TYPE	MBE PLANNED EXPENDITURES	CUMULATIVE \$ PAID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT 1D

MODIFICATION OF MBE UTILIZATION PLAN

MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT

(To be submitted monthly)

RFQ # _____

I certify that the MBE Utilization Plan dated _____ has been modified in accordance with the attached MBE Utilization Plan dated _____ hereby submitted for approval. I acknowledge that failure to have an approved MBE Utilization Plan constitutes a breach of Contract.

TOTAL CONTRACT VALUE: _____

MBE Participation %: _____

Monthly MBE Activity
Subcontractors or
Suppliers

NAME	WORK TYPE	MBE PLANNED EXPENDITURES	CUMULATIVE \$ PAID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT 1E

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Technical Response)

With respect to the Bid/RFQ No. _____, I hereby certify that I am the
 _____ and dully authorized representative of

 (Title)
 _____, whose address _____
 (Firm) (Firm Address)

and statements made herein are on such firm's behalf.

I. Basic Understanding and Certifications

a) I understand and subscribe to the following statement of policy and regulatory application:

"It is the policy of Prince George's County, Maryland that minority business enterprises ("MBE") as defined in Section 10A-101 (a) (27) of the Prince George's County Code, shall have the maximum opportunity to participate in the performance of subcontracts under this contract. Consequently the MBE requirements of Section 10A-101-(a) (27) and applicable administrative procedures of the Prince George's County apply to this Contract."

b) If awarded this Contract, the above named firm agrees to comply with the following MBE obligation:

"The Contractor agrees to ensure that Minority Business Enterprises as defined in Section 10A-101 (a) (27) of the Prince George's County Code have the maximum opportunity to participate in the performance of subcontracts under this contract. In this regard the Contractor shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts under this Contract."

c) We hereby certify that it is the intention of the above named firm to affirmatively seek out and include MBE's to participate in this contract as subcontractors or as subcontractors or suppliers, and to otherwise comply with the provisions of this Agreement.

d) We hereby certify that, if awarded this contract, the above named firm accepts the requirement to procure ___% of the contract award price from certified MBE's in subcontracting opportunities under this Contract.

e) We understand that MBE listings and other relevant resources may be obtained form the County, and from other public agencies and private organizations.

f) We understand and agree that any and all subcontracting in connection with this contract, whether undertakes prior to or subsequently to award of Contract, will be in accordance with the terms of this Agreement.

g) If awarded this Contract, the above named firm agrees to require all subcontractors to exert their best efforts to accord MBE's the maximum opportunity to participate in lower-tier subcontracting opportunities under the subcontract.

ATTACHMENT 1E

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT (continued)

- h) We understand that failure to carry out the requirements set out in this Agreement shall constitute a breach of contract and may result in termination of the Contract by the County or such other remedy, as the County deems appropriate.
- i) We understand that the provisions of this Agreement are in addition to all other equal opportunity requirements of the Contract.

II. Definitions:

- a) "Minority Individuals" are 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:
 - 1. African Americans (Black Americans)
 - 2. Asian Americans
 - 3. Hispanic Americans
 - 4. Woman Owned; and
 - 5. Native Americans
- b) "Minority Business Enterprise" means any business enterprise (a) which is at least 51% owned by one or more minority individuals; or, in the case of any publicly owned corporation, at least 51% of the stock of which 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 the Commission as a Minority Business Enterprise pursuant to Section 2-452 (j) of the Prince George's County Code.

ARE YOU	YES	NO
1. A Minority Business Enterprise	_____	_____
2. Certified MBE by Prince George's County	_____	_____
3. Certified MBE by the State of MD (MDOT)	_____	_____
4. Certified MBE by WBENC	_____	_____
5. Certified MBE by MD-DC MSDC	_____	_____
6. Certified MBE by WMATA	_____	_____
7. Other Certification (specify) _____		

I understand and agree that any and all subcontracting or procurement of supplies and services in connection with RFQ No. _____, whether undertaken prior to or subsequent to award of Contract, will be in accordance with this agreement.

I acknowledge that this agreement is to be made an integral part of the RFQ No. _____.

Name of Authorized Official
(Please Print)

Signature of Authorized Official

Witness

Date

Date

ATTACHMENT 2

Mid-Atlantic Purchasing Team Rider Clause
 USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] 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.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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 good, 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 the 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 party of any participating jurisdiction to use the resultant contract (s). 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, 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"/> BRPCPC | <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"/> Rockville, Maryland |
| <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 | |

ATTACHMENT 3

SAMPLE AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2013, by and between Prince George's County, Maryland, a body corporate and politic (the "County") and _____ (the "Contractor"), having a business address of _____.

WHEREAS, the County issued a Request for Qualification ("RFQ") No. _____, for an _____ to include complete administration of the program; and

WHEREAS, in response to the RFQ, Contractor submitted technical and cost proposals to the County dated _____, offering to provide an _____ for Prince George's County; and

WITNESSETH, that for and in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by all parties, it is agreed between the Contractor and the County as follows:

1. **CONTRACT DOCUMENTS.** The Agreement between the parties (the "Agreement") is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Contract Documents":

- A. This Agreement and all referenced Attachments;
- B. The County's Request for Qualification No. _____, dated _____, and Addendum No. _____ dated _____ thereto (collectively, the "RFQ"); and
- C. Contractor's Technical and Cost Proposals, both dated _____ (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

2. **SCOPE OF WORK.** The Contractor shall administer the County's _____ that shall include _____, in accordance with the Scope of Work and responsibilities as more particularly described in the Contract Documents, including, without limitation, Section _____ of the RFQ.

3. **COMPENSATION.** The County shall pay the Contractor an amount not to exceed _____ (\$_____) for services provided in accordance with this Agreement and the unit prices set forth in the Contractor's Response, dated _____, which is a part of this Agreement. (Attachment _____)

The Contractor shall submit monthly invoices that include the following:

- (1) Contractor's name and remittance address; and
- (2) Contractor's Tax Identification Number; and
- (3) Documentation as to the resultant service completed during the time covering the invoice.

4. **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) days written notice.

5. **TERM OF CONTRACT.** This Agreement shall be effective as of _____ through _____ for the initial term of _____ years. The term of this Agreement may be extended for _____ additional _____ year periods upon mutual agreement of both parties.

6. 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 reasonable costs associated with the Agreement, which the Contractor has incurred up to the date of termination. However, the Contractor shall not be paid any damages or be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

7. 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 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 procurement costs.

8. 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 Contract 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 Contract 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 Contract Documents, the controlling terms and conditions shall be in this order:

- A. this Agreement;
- B. the Request for Qualification No. _____, dated _____ and Addendum No. ____ dated _____ thereto (collectively, the "RFP");
- C. the Contractor's Technical Response and Cost Proposal, both dated _____ (collectively, the "Proposal");

9. 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.

10. 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.

11. CONFIDENTIALITY: Neither party to this Agreement shall use or disclose any confidential information to identify a service recipient of any service provided or received pursuant to this Agreement for any purpose not directly related to the administration of these services, except upon written consent of the recipient of service(s) or the responsible parent or guardian of any minor recipient of services, unless the disclosure is required by court order, or as otherwise authorized in accordance with the terms and conditions of the HIPAA Business Associate Agreement between the County and Contractor, which is attached hereto (Attachment ____) and incorporated by reference. The Contractor shall be in compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

12. 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 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.

13. 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.

14. SUCCESSORS AND ASSIGNS. The terms and conditions contained in the Contract Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15. 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 Contract, or its power to execute any of the Contract 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.

16. 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.

17. PROJECT COORDINATOR. The County will designate a Project Coordinator in the Office of Human Resource Management 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.

18. 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: Purchasing Agent
Office of Central Services
Suite 336
1400 McCormick Drive
Largo, Maryland 20774

And Copies to: County Attorney
Office of Law
14741 Governor Oden Bowie Drive, Room 5121
Upper Marlboro, Maryland 20772

To Contractor: _____

19. 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.

20. 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.

21. RECITALS. The Recitals are expressly incorporated herein by reference.

22. 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.

23. 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 Contract 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 Contract 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.

24. 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.

25. 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.

26. 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 hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

CONTRACTOR:

Name: _____

Title: _____

COUNTY:

PRINCE GEORGE'S COUNTY, MARYLAND

BY: _____

Name:

Title: Chief Administrative Officer

Reviewed for Legal Sufficiency:

Office Of Law

VENDORS OATH AND CERTIFICATION

ATTACHMENT 4

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, 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: _____

CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT

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 bidders 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: _____

BIDDER/RESPONDER STATEMENT OF OWNERSHIP

ATTACHMENT 5

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.

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.

	Residence Office	Business/Address	Date Office Assumed
Name			

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).

	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
Name			

- 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.

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 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)

is _____ of said entity; that I know his/her
Title

signature, and his/her signature thereto is genuine; and that the above Affidavit/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.

(Name Printed) (SEAL)

(Signature) (SEAL)

Corporate Seal (as applicable) (SEAL)

P.G.C. Form #3962
(Rev. 9/92)

GENERAL TERMS AND CONDITIONS

ATTACHMENT 6

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 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.
3. **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.
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 in include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT 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.
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 days advance 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. The County will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

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 bloodborne pathogens and other potentially infectious materials. During the performance of contractual requirements, 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 the successor and assigns of the contractor. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its 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 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. 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.
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. Respondents responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self Empowerment" Program as part of their proposal. Respondents 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) 909-7052 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.
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 Responder 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 re-procure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Responder 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 re-procurement costs incurred by the County as a result of the Contractor's default. Excess re-procurement 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 re-procurement.

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) by recourse to the Contractor's surety, 3) by 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 judgement, 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

24. **CONFLICT OF INTEREST:** (continued)

promised, directly or indirectly, any financial benefit, by way of fee, commission, finders 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.26. **COLLUSIVE BIDDING:** The bidder 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) 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.29. **PAYMENT TERMS:** Implementation services will be paid on a not-to-exceed basis as described, only on a deliverable completion basis, meaning the County will pay only when the Responder has satisfactorily completed mutually agreed upon payment deliverable, as will be defined in the Statement of Work as part of the Implementation Services Agreement (the "Implementation Services Agreement"). In addition, the County will apply a retention rate of fifteen percent (15%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.30. **SOFTWARE LICENSE:** The Responder shall grant the County a perpetual, nontransferable, nonexclusive license under the terms of the Agreement to use the Vendor Standardization System on its network, (or on an externally (third party) hosted network, or as part of a software as a service model) The County shall have the absolute right to upgrade or replace any equipment in the network and continue to use the Vendor Standardization System on the network. The County shall not be required to pay the Responder any additional licensing fee or other fees as a result of using the Vendor Standardization System in conjunction with the upgraded or replacement equipment on the network.31. **SOFTWARE MAINTENANCE FEES:** The County will require fixed maintenance fees for ten (10) years following implementation for budgeting purposes.32. **ADDITIONAL USERS AND MODULES:** The County will require "price protection" for a minimum of three (3) years from the effective date of the software license for additional County users and modules that are listed in the RFP but are not initially purchased.

33. **DELIVERY OF PROJECT PLAN AND OTHER KEY DELIVERABLES:** *The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to \$1,000 per day. Other key deliverables (Design Document, Go-Live*

Date, and any other deliverable that can be deemed substantially the responsibility of the vendor) will also be subject to the assessment of liquidated damages up to \$1,000 per day if the vendor misses these key timeframes.

34. **SERVICES AND STATEMENT OF WORK:** All work shall be performed by the Responder for the County as agreed to in writing under the Implementation Services Agreement (the "services"). Such services will be set forth in the Statement of Work ("SOW"). The intent of the Implementation Services Agreement is for the services to be completed in the detail described in the SOW, which is attached to, and part of the Implementation Services Agreement. Except as otherwise explicitly stated in the Implementation Services Agreement, the Responder will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. The Responder will provide services to the County as required in the Implementation Services Agreement and the SOW. Any additional services will be mutually agreed to in writing by each party through a change order process.

35. **DOCUMENTATION AND COPYRIGHT:** Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the County. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The County may, at its sole discretion, waive title to any portion or to all data and analyses. The County has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

36. **COUNTY PROPERTY:** The use of County property shall be approved in advance by the County's project manager. If the County has agreed to provide County owned property, the following special provisions shall apply:

The amount of County property to be furnished to the contractor may be increased or decreased by written direction of the County's project manager and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.

The proposer shall insure all County property in their possession or control and shall be liable to the County for the fair market value of any damage or loss to County property, aside from that incurred by normal wear and tear. The proposer shall maintain the property in operating condition, with the cost being chargeable to the contract.

All County property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by the County. All costs of shipment or disposal are a contract cost.

Unless specifically stated otherwise in writing, the County property may be used only for the performance of this contract.

Title to all County property shall remain in the hands of the County at all times. Title to the property acquired by the contractor for use under the contract shall vest in the County upon delivery to the contractor.

Any dispute concerning interpretation of the provisions of this article shall be subject to the stipulations of the "Disputes" article.

37. **INTELLECTUAL PROPERTY RIGHTS:** The proposer will indemnify and hold harmless the County from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the County. If the proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

38. **COVENANTS AGAINST CONTINGENT FEES:** The proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

39. **CHANGES:** The County's project manager may, at any time, by a written order and without notice to the insurers, make changes within the general scope of the contract in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in

39. **CHANGES:** (continued)

cost of or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract price or time of performance or both and b) in such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the proposer for adjustment under this article shall be asserted within 30 days from the date of receipt by the proposer of the notification of change, provided, however, that

the County's project manager decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "disputes." However, nothing in this article shall excuse the contractor from proceeding with the contract as changed.

40. **LAWS AND REGULATIONS:** The proposer shall comply with all applicable laws, ordinances, and codes of the State of Maryland. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.41. **DISPUTES:** In the event of any dispute between the parties arising from this RFP, the Agreement, the Implementation Services Agreement, or the services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The proposer and the County shall make good faith efforts to resolve any and all disputes as quickly as possible.

Any litigation between the parties of this Agreement shall be conducted in Prince George's County, Maryland. In the event of any litigation arising out of this contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and Attorney fees.

42. **INDEMNIFICATION AGREEMENT:** Awarded proposers shall to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its agents, officers, elected and appointed officials and employees from and against all claims, actions, liabilities, losses (including economic losses and attorney fees), and/or costs arising out of any of the following actual or alleged:

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work Liens, claims or actions made by the contractor or any subcontractor or other party performing the work Violation of intellectual property rights of third parties, including, copyright, patent, license agreements, or other claims of ownership and/or infringement made or alleged against the County based on the use of the software and implementation services provided in the Agreement or the Implementation Services Agreement

The County reserves the right to retain its own attorneys in such an event, for which proposers would reimburse the County.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the proposer any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts; or any statutory bar.

If the software program or any part of the materials installed by the proposer is held to infringe upon any third-party intellectual property rights, the proposer shall, at its sole expense, exercise commercially reasonable efforts to either: (a) procure for the right to continue using the same idea or process free of any liability for infringement or violation; (b) replace or modify the same with non-infringing material of substantially equivalent functionality or (c) refund the software and implementation costs for that portion which is found to be infringing. In the event proposer is unable to implement one of the options set forth in subsection (a) or (b) above within sixty (60) days after the occurrence of any such claim, such failure shall be deemed an event of default under the Agreement or Implementation Services Agreement.

43. **SOURCE CODE:** The proposer agrees that the program source code shall be in escrow with a firm that meets or exceeds industry standards for software escrow agents. The terms of the escrow agreement shall permit the escrow

agent to release the source code to the County only by agreement of both parties or in the event that the proposer ceases to remain in business or otherwise as deemed by a court of competent jurisdiction.

44. **WARRANTY:** A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

Software. The selected software proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response (anything except for "NA") will become part of the selected proposer's software license and the software proposer will warrant to the requirements. The selected proposer shall warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all modules/suites/applications included in the implementation.

Implementation Services Firm. The County also requires a warranty for the services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules. The proposer and any implementation services firm shall ensure that the implemented software conforms to the requirements with a positive response (any except for "NA") and warranted by the software vendor.

45. **TERMINATION FOR CONVENIENCE OF PRINCE GEORGE'S COUNTY:** If the County terminates this agreement for cause, County may, by written notice of default to the proposer, terminate the Agreement and Implementation Services Agreement in whole or in part if the proposer fails to: (i) Maintain the staffing levels as outlined in the SOW, deliver the deliverables or to perform the services within the time specified in the Agreement Implementation Services Agreement or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the Agreement or Implementation Services Agreement; or (iii) Perform or observe any of the other provisions of the Agreement or Implementation Services Agreement. The County's right to terminate the Agreement and Implementation Services Agreement may be exercised if the failure constitutes a material breach of the Agreement or Implementation Services Agreement and if the proposer does not cure such failure within the time frame stated in the County's Notice to Cure, which in no event will be less than fifteen (15) days.

Party Obligations. If the Agreement or Implementation Services Agreement is terminated for cause, the County may require the proposer deliver to the County, as directed by the County, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the Agreement or Implementation Services Agreement; and (iii) any plans, working papers, forms, documentation formats, etc. necessary for understanding of the deliverables of services. Upon direction of the County, the proposer shall also protect and preserve property in its possession in which the County has an interest. The County shall pay Agreement or Implementation Services Agreement prices for completed deliverables delivered and accepted. Failure to agree will constitute a dispute under the "disputes" clause. The County may withhold from these amounts any sum it determines to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders.

Remedies. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under the Agreement or the Implementation Services Agreement. If, after termination, it is determined by a final ruling in accordance with the "disputes" clause that the proposer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

Termination for Convenience. The Agreement and Implementation Services Agreement may be terminated in whole or in part, by the County whenever it is determined that such termination is in the best interest of the County, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the County shall have delivered to the proposer a notice specifying the extent to which provision of services under the Agreement or Implementation Services Agreement are terminated ("Notice of Termination for Convenience"), and the date upon which such termination will become effective.

Obligations. After receipt of a Notice of Termination for Convenience, and except as directed by the County, the proposer shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The proposer shall: (i) Stop work as specified in the Notice of Termination for Convenience; and (ii) Place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the Agreement; and (iii) Terminate all subcontracts to the extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

45. **TERMINATION FOR CONVENIENCE OF PRINCE GEORGE'S COUNTY** (continued)

Remedies. In the event of all or any partial termination of the Agreement or Implementation Services Agreement under this section, as its sole remedy, the proposer shall be entitled to the unpaid compensation for services actually rendered up to and including the applicable Termination Date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the agreement, for each of the contractor's personnel that performed the unpaid services in connection with the deliverables that were delivered and the tasks that were performed under the SOW. The County shall retain and pay at contracted price for all deliverables in its possession at time of termination for convenience.

The County shall also return any sums held back as retainage from the compensation previously paid to the contractor within 30 days of the termination date. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, then the issue will be treated as a dispute under the Agreement or Implementation Services Agreement.

46. **NONAPPROPRIATION OF FUNDS:**

The complete installation of the Vendor Standardization System is contingent on budgetary funding from the annual County budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the contract payments required to be made in future fiscal years then the County at its sole discretion may terminate the Agreement or Implementation Services Agreement at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the County agrees to deliver written notice to proposer of such early termination at least 30 days prior to the end of the then current fiscal year.

Notwithstanding anything in the Agreement or Implementation Services Agreement to the contrary, this Non-appropriation provision shall survive termination of the Agreement and the Implementation Services Agreement.

ACRONYMS AND ABBREVIATIONS**ATTACHMENT 7**

BMP	Best Management Practice
County	Prince George's County, Maryland
CGL	Commercial General Liability
DBFOM	Design-Build-Finance-Operate-Maintain
E&SC	Erosion and Sediment Control
ESD	Environmental Site Design
EPA	U.S. Environmental Protection Agency
IRS	Internal Revenue Service
LID/GI	Low Impact Development/Green Infrastructure
MBE	Minority Business Enterprise
MDE	Maryland Department of the Environment
MS4	Municipal Separate Storm Sewer System
N/A	Not Applicable
NPDES	National Pollutant Discharge Elimination System
P3	Public Private Partnership
Program	Urban Retrofit Public Private Partnership Program
Project Co	Project Company
RFQ	Request for Qualifications
SEC	Securities Exchange Commission
TMDL	Total Maximum Daily Load
UCC	Uniform Commercial Code
WIP	Watershed Implementation Plan

DEFINITIONS

Agreement. See Project Agreement.

Availability Payment Structure. A type of public-private partnership transaction structure whereby a payment for proper performance (and availability to the Owner and Users) is received by the private entity, irrespective of demand, in a pro rata form over the term of the Project Agreement

Best Management Practices. A structural or non-structural device designed to temporarily store or treat stormwater runoff in order to mitigate flooding, reduce pollution, and provide other amenities.

Chesapeake Bay watershed. Encompasses 64,000 square miles, parts of six states (Delaware, Maryland, New York, Pennsylvania, Virginia, and West Virginia), and the entire District of Columbia and has 11,700 miles of shoreline, 150 major rivers and streams, and 17 million people.

Chesapeake Bay Watershed Implementation Plan. The Chesapeake Bay Watershed Implementation Plan (also referred to as WIP) outlines the steps in continued progression toward a restored Chesapeake Bay. The plan considers issues such as ecological restoration and sustainability while allowing for greater transparency and accountability for improved performance. Each of the seven Bay watershed jurisdictions is responsible for creating and implementing WIPs that document how the jurisdiction will partner with federal and local governments to achieve and maintain water quality standards.

Contract Administrator. Person who is responsible for resolving Contract claims and disputes; designated by the County Purchasing Agent.

Contract. See Project Agreement.

Evaluation Committee. Group that will evaluate the RFQ Submissions.

Financial Statement. Financial statement that is accompanied by an auditor's assertion of accuracy for the most recent 2 years and year-to-date statements through the end of the calendar quarter that precedes the date of this solicitation.

Form 10-K. Annual summary of a company's performance; required by the SEC.

Form 8-K. Form used to communicate material events to shareholders or the SEC.

Geographic Information System (GIS). System designed to capture, store, manipulate, analyze, manage, and present all types of geographical data.

Gray infrastructure practices. Traditional practices for stormwater management and wastewater treatment such as pipes and sewers.

Impervious area. Primarily artificial structures such as pavements (roads, sidewalks, driveways, and parking lots) that are covered by impenetrable materials such as asphalt, concrete, brick, and stone and rooftops. Soils compacted by development are also highly impervious.

Issuing Office. Prince George's County, Maryland, Office of Central Services.

Lifecycle cost. The costs typically associated with planned or scheduled replacement, refreshment and/or refurbishment of the asset infrastructure that has reached the end of their useful service life during the project term.

Lifecycle maintenance. The maintenance work required and needed to keep the infrastructure asset performing within the requirements established by the outcome specifications.

Low Impact Development / Green Infrastructure ("LID/GI") practices. Green infrastructure is an approach that communities can choose to maintain healthy waters, provide multiple environmental benefits, and support sustainable communities. Unlike single-purpose gray stormwater infrastructure, which uses pipes to dispose of rainwater, green infrastructure uses vegetation and soil to infiltrate rainwater where it falls.

MS4 permit. Municipal Separate Storm Sewer System permit; type of NPDES permit that is held by municipalities and other operators/owners of storm sewer systems.

Pilot demonstration project. Project that can be used by the EPA as a model for accelerating urban stormwater retrofits and improvements.

Private Public Partnership. A government service or private business venture that is funded and operated through a partnership of government and one or more private sector companies.

Program. See Urban Retrofit Public Private Partnership Program.

Project Company (Project Co). Preferred Proponent that enters into a Project Agreement with the County.

Residual life. The service life that remains for each component of the infrastructure asset, measured in years, taking into account the historic performance of the component of similar construction used under similar conditions.

Retrofit. Installation of water quality BMPs in existing developed areas that were developed before the advent of stormwater management regulations; includes new BMPs and upgrading of existing BMPs to provide water quality benefits.

Stormwater Ad Valorem Tax. Fee that is used to support stormwater facility maintenance and operation.

Stormwater management. Practices associated with collecting/storing/treating stormwater runoff to improve water quality and/or reduce runoff being discharged into downstream water bodies.

Sustainable design. Sustainable design (also called environmental design, environmentally sustainable design, and environmentally conscious design) is the philosophy of designing physical objects, the built environment, and services to comply with the principles of social, economic, and ecological sustainability.

Total maximum daily loads (TDML). The amount of particular pollutants that a water body can receive from both point and non-point sources and still meet water quality requirements.

Untreated developed area. Untreated, polluted runoff from developed areas that is discharged directly into local water bodies without treatment by stormwater management practices.

Urban Retrofit Public Private Partnership Program. Program to achieve compliance with the NPDES MS4 permit and the Chesapeake Bay WIP; long-term effort to restore the water quality of urban waterways in the manner required by the County.

Value Engineering. The systematic and organized approach to providing the necessary functions of an infrastructure asset at the lowest cost.

Value for Money. The difference between delivering the whole-life costs an infrastructure asset comparing the delivery via a public entity and the alternative project delivery methodology.

OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION
1400 McCormick Drive, Room 200
Largo, Maryland. 20774
(301) 883-6400 FAX (301) 883-6440
TDD (301) 925-5167

Rushern L. Baker III
County Executive

Monica J. Johnson
Director
Office of Central Service

June 13, 2013

REQUEST FOR QUALIFICATION

S13-083

URBAN RETROFIT PROGRAM – PUBLIC PRIVATE PARTNERSHIP
ADDENDUM NO. 1

ALL RESPONDENTS: This Addendum No.1 contains information pertinent to the above referenced project. All RFQ's shall be based on this Addendum No. 1 in accordance with the RFQ Documents.

This Addendum No. 1 contains the following:

- PRE-QUALIFICATION CONFERENCE SIGN-IN SHEET
- QUESTIONS DUE IN WRITTING VIA EMAIL BY: **JUNE 14, 2013 AT 4:00 P.M.**
- CLOSING DATE REMAINS: **JULY 1, 2013 AT 3:00 P.M.**

THIS RFQ ACKNOWLEDGEMENT CONTAINS MATERIAL CHANGES AND MUST BE ACKNOWLEDGED, SIGNED AND RETURNED WITH SUBMISSION. FAILURE TO ACKNOWLEDGE IN THIS MANNER MAY RENDER THE RFQ NON-RESPONSIVE.

SIGNATURE

COMPANY

DATE

PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION
(PRE-BID SIGN-IN SHEET)

RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

1. NAME OF FIRM & ADDRESS: Tetra Tech, 10306 Eaton Place
Suite 340 Fairfax, VA ZIP CODE: 22030
NAME OF REPRESENTATIVE: John Craig TELEPHONE #: 703/385-6000
FAX #: 703/385-6007 E-MAIL ADDRESS: john.craig@tetratech.com
2. NAME OF FIRM & ADDRESS: Tetra Tech, 10306 Eaton Place
Suite 340 Fairfax VA ZIP CODE: 22030
NAME OF REPRESENTATIVE: Tham Saravanaparam TELEPHONE #: 703/385-6000
FAX #: 703-385-6007 E-MAIL ADDRESS: tham.saravanaparam@tetratech.com
3. NAME OF FIRM & ADDRESS: Restore Capital
2031 Clipper Park Rd Balt MD ZIP CODE: 21211
NAME OF REPRESENTATIVE: John Campagna TELEPHONE #: 410 303 8156
FAX #: _____ E-MAIL ADDRESS: john.c@restorecapital.com
4. NAME OF FIRM & ADDRESS: Clark Realty Capital LLC
4401 Wilson Blvd Suite 600 ZIP CODE: 22202
NAME OF REPRESENTATIVE: S. Callahan TELEPHONE #: 571-286-1301
FAX #: _____ E-MAIL ADDRESS: scan.callahan@clarkrealty.com

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TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

5. NAME OF FIRM & ADDRESS: ALSTON CAPITAL
5812 WESTCROFT ST ALEX VA ZIP CODE: 22310
NAME OF REPRESENTATIVE: PHIL HUMMOT TELEPHONE #: 703 974-8522
FAX #: _____ E-MAIL ADDRESS: PHILH@ALSTONCAPITAL.COM
6. NAME OF FIRM & ADDRESS: SMOOT CONSTRUCTION Co. of WASH., D.C.
5335 Wisconsin Ave. NW, Suite 940, ZIP CODE: 20015
Washington, D.C.
NAME OF REPRESENTATIVE: LEE MAULT TELEPHONE #: (202) 243-6688
FAX #: _____ E-MAIL ADDRESS: lmaulH@srsmoor.com
7. NAME OF FIRM & ADDRESS: STRUCTURES UNLIMITED, LLC
11703 SILVERCREEK CT STE 100 ZIP CODE: 20720
NAME OF REPRESENTATIVE: K. ABDUS-SALAAM TELEPHONE #: 301 262-8333
FAX #: 240-266-1299 E-MAIL ADDRESS: SALAAM@HIS.COM
8. NAME OF FIRM & ADDRESS: Contech Engineered Solutions
605 Global Way Suite 101. ZIP CODE: 21090
NAME OF REPRESENTATIVE: FRANK BIRNEY TELEPHONE #: 240-418-1242
FAX #: _____ E-MAIL ADDRESS: ~~FRANK~~ FBirney@conteches.com

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TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

9. NAME OF FIRM & ADDRESS: Stormwater Maintenance & Consulting
128 Cockeysville Rd., Suite 200 Hunt Valley, MD ZIP CODE: 21030
NAME OF REPRESENTATIVE: Jennifer Rauhofer TELEPHONE #: 410-785-0875
FAX #: 443-269-0216 E-MAIL ADDRESS: jr@mdsww.com
10. NAME OF FIRM & ADDRESS: AB Consultants, Inc.
4950 Annapolis Road Lanham MD ZIP CODE: 20706
NAME OF REPRESENTATIVE: Kirk Mcckland TELEPHONE #: 301-306-3091
FAX #: 301-306-3092 E-MAIL ADDRESS: kirk@abconsultantsinc.com
11. NAME OF FIRM & ADDRESS: AB Consultants, Inc.
4950 Annapolis Road Lanham Md ZIP CODE: 20706
NAME OF REPRESENTATIVE: Michael Morse TELEPHONE #: 301-306-3091
FAX #: 301-306-3091 E-MAIL ADDRESS: michael.morse@abconsultantsinc.com
12. NAME OF FIRM & ADDRESS: KCI Technologies Inc.
8161 Maplehurst Blvd #150 Fells Point Md ZIP CODE: 20759
NAME OF REPRESENTATIVE: Tim Miller TELEPHONE #: 410-792-8086
FAX #: 410-792-7419 E-MAIL ADDRESS: Tim.Miller@KCI.com

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TITLE: Urban Retrofit Program – Public Private Partnership

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13. NAME OF FIRM & ADDRESS: Liberty Hall Advisors LLC
8618 Westwood Center Dr. Ste 210 Vienna ZIP CODE: 22182
NAME OF REPRESENTATIVE: John Buttarazzi TELEPHONE #: 703-752-4353
FAX #: 703-752-4360 E-MAIL ADDRESS: jbuttarazzi@libertyhalladvisors.com
14. NAME OF FIRM & ADDRESS: FACCHINO Construction
102 Centennial street suite 201 LaPlata ZIP CODE: 20646
NAME OF REPRESENTATIVE: Robert Brough TELEPHONE #: 240-776-7049
FAX #: 240-776-7125 E-MAIL ADDRESS: rbrough@facchina.com
15. NAME OF FIRM & ADDRESS: Geosyntec Consultants
1330 Beacon St #317 ZIP CODE: 02446
NAME OF REPRESENTATIVE: Marcus Quigley TELEPHONE #: 617-992-9065
FAX #: 617-734-4436 E-MAIL ADDRESS: Mquigley@geosyntec.com
16. NAME OF FIRM & ADDRESS: Vedra Water North America
200 E. ZIP CODE: _____
NAME OF REPRESENTATIVE: John Skottland TELEPHONE #: 304-687-0250
FAX #: _____ E-MAIL ADDRESS: Jonathan

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TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

17. NAME OF FIRM & ADDRESS: LOUIS BERGER
111 MARKET PLACE, SUITE 1020, BALTIMORE, MD ZIP CODE: 21202
NAME OF REPRESENTATIVE: EYAD MIZIAN TELEPHONE #: (443) 797-9926
FAX #: (410) 468-4054 E-MAIL ADDRESS: emizian@louisberger.com
18. NAME OF FIRM & ADDRESS: SOLTESZ
2 Research Place, Ste. 100 Rockville, MD ZIP CODE: 20850
NAME OF REPRESENTATIVE: Michelle Martin TELEPHONE #: 240-205-0532
FAX #: _____ E-MAIL ADDRESS: mmartin@solteszco.com
19. NAME OF FIRM & ADDRESS: VEOLIA WATER
200 E. RANDOLPH ST. ZIP CODE: 60601
NAME OF REPRESENTATIVE: JONATHAN STALLARD TELEPHONE #: 304 687 0250
FAX #: _____ E-MAIL ADDRESS: JONATHAN.STALLARD@VEOLIAWATERNA.COM
20. NAME OF FIRM & ADDRESS: ED WEINMANN w/ ERNEST MAYER +
EnCo Site Solutions ZIP CODE: 20710
NAME OF REPRESENTATIVE: ED WEINMANN / DAN BISHOP TELEPHONE #: 703-589-4910
FAX #: _____ E-MAIL ADDRESS: ED@EMCOBLOCK.COM

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TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

1. NAME OF FIRM & ADDRESS: AECOM - 14504 Greenview Dr. Ste 400
Laurel, MD ZIP CODE: 20708
NAME OF REPRESENTATIVE: Ross Gordon TELEPHONE #: 267-721-1674
FAX #: _____ E-MAIL ADDRESS: ross.gordon@aecom.com

2. NAME OF FIRM & ADDRESS: ~~Mike Powell~~ EA Engineering, Science & Tech.
225 Schilling, Hunt Valley, MD ZIP CODE: 21031
NAME OF REPRESENTATIVE: Mike Powell TELEPHONE #: 410-584-7000
FAX #: _____ E-MAIL ADDRESS: mpowell@eaest.com

3. NAME OF FIRM & ADDRESS: FACCHINA CONSTRUCTION Co., INC
102 CENTENNIAL ST., LaPlata, Md. 20 ZIP CODE: 20646
NAME OF REPRESENTATIVE: JEFF SIDDENS TELEPHONE #: 210-776-7008
FAX #: _____ E-MAIL ADDRESS: jsiddens@facchina.com

4. NAME OF FIRM & ADDRESS: AMT, INC
12750 Twinbrook Pkwy/Rockville, MD ZIP CODE: 20852
NAME OF REPRESENTATIVE: Peter Zitta TELEPHONE #: 301.881.2545
FAX #: 301.881.0814 E-MAIL ADDRESS: pzitta@amtengineering.com

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RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

5. NAME OF FIRM & ADDRESS: BOWMAN CONSULTING
2530 RIVA ROAD, SUITE 200 ZIP CODE: 21401
NAME OF REPRESENTATIVE: Jon KRAFT TELEPHONE #: 410 224-7590
FAX #: 410 224 7592 E-MAIL ADDRESS: JKRAFT@BowmanCG.com
6. NAME OF FIRM & ADDRESS: CORVIAS SOLUTIONS
3080 Erie Pyle Rd Fort Meade MD ZIP CODE: 20755
NAME OF REPRESENTATIVE: GREG CANNITO TELEPHONE #: 401-228-2828
FAX #: _____ E-MAIL ADDRESS: MARIA MONTALVO
gregcannito@corvias.com
7. NAME OF FIRM & ADDRESS: McCormick Taylor, 509 S. Exeter Street, 4th Floor
Baltimore, Md ZIP CODE: 21202
NAME OF REPRESENTATIVE: Kurt Miller TELEPHONE #: 410-662-7400
FAX #: _____ E-MAIL ADDRESS: KMiller@Mtmail.biz
8. NAME OF FIRM & ADDRESS: Skanska USA Civil, inc
295 Bendix Rd, Suite 400, Virginia Beach Va ZIP CODE: 23452
NAME OF REPRESENTATIVE: John Couture TELEPHONE #: 917-374-3218
FAX #: 757-424-6989 E-MAIL ADDRESS: john.couture@skanska.com

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TITLE: Urban Retrofit Program – Public Private Partnership

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9. NAME OF FIRM & ADDRESS: WADE Enterprises INC
7102 Polly Court, FORT WASH, MD ZIP CODE: 20741
NAME OF REPRESENTATIVE: Vernon Wade TELEPHONE #: 240-381-0899
FAX #: 240-318-2992 E-MAIL ADDRESS: VWadefreshair@comcast.net

10. NAME OF FIRM & ADDRESS: PF Chamber of Commerce - GREEN
Technology & Energy Taskforce ZIP CODE: _____
NAME OF REPRESENTATIVE: Vernon WADE TELEPHONE #: 240-381-0899
FAX #: _____ E-MAIL ADDRESS: VWadefreshair@comcast.net

11. NAME OF FIRM & ADDRESS: _____

ZIP CODE: _____
NAME OF REPRESENTATIVE: _____ TELEPHONE #: _____
FAX #: _____ E-MAIL ADDRESS: _____

12. NAME OF FIRM & ADDRESS: _____

ZIP CODE: _____
NAME OF REPRESENTATIVE: _____ TELEPHONE #: _____
FAX #: _____ E-MAIL ADDRESS: _____

PRINCE GEORGE'S COUNTY GOVERNMENT
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TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

13. NAME OF FIRM & ADDRESS: Michael Baker Jr. Inc.
3601 Eisenhower Ave, Suite 600 ZIP CODE: 22304
NAME OF REPRESENTATIVE: Hunt Loffin TELEPHONE #: 703-317-6536
FAX #: 703-966-9125 E-MAIL ADDRESS: hloftin@mbakercorp.com
14. NAME OF FIRM & ADDRESS: RK&K, 81 MOSTER ST.
BALTIMORE, MD ~~21217~~ ZIP CODE: 21217
NAME OF REPRESENTATIVE: SEYED SAADAT TELEPHONE #: 410-4629184
FAX #: 410-7282834 E-MAIL ADDRESS: SSAADAT@RKK.COM
15. NAME OF FIRM & ADDRESS: Booz Allen Hamilton
8283 Greensboro Dr. ZIP CODE: _____
McLean, VA 22102
NAME OF REPRESENTATIVE: Christina Mangio TELEPHONE #: 703-377-1697
FAX #: 703 917 2692 E-MAIL ADDRESS: mangio_christina@bah.com
16. NAME OF FIRM & ADDRESS: ~~Z. John Licsko~~, DEWBERRY
8401 Arlington Blvd ZIP CODE: 22031
NAME OF REPRESENTATIVE: Z. John Licsko TELEPHONE #: 703-849-0660
FAX #: 703-849-0104 E-MAIL ADDRESS: jlicsko@dewberry.com

PRINCE GEORGE'S COUNTY GOVERNMENT
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RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

17. NAME OF FIRM & ADDRESS: CENTURY ENGINEERING, INC.
10710 GILROY RD., HUNT VALLEY, MD ZIP CODE: 21031
NAME OF REPRESENTATIVE: CRAIG LYNCH, PE TELEPHONE #: 443-589-2400
FAX #: _____ E-MAIL ADDRESS: CLYNCH@CENTURYENG.COM
18. NAME OF FIRM & ADDRESS: JOHNSON, MIRHIRAN & THOMPSON
72 LOUETON CIRCLE ZIP CODE: 21152
SPARKS, MD
NAME OF REPRESENTATIVE: PAUL CLEMENT TELEPHONE #: 410-316-2277
FAX #: 410-472-2200 E-MAIL ADDRESS: PCLEMENT@JMT.COM
19. NAME OF FIRM & ADDRESS: McKissack and McKissack
1401 New York NW suite 900 ZIP CODE: 20005
NAME OF REPRESENTATIVE: Eissa Haj-Hamad TELEPHONE #: 2023163066
FAX #: 202 347-1489 E-MAIL ADDRESS: eissah@mckissack.de.com
20. NAME OF FIRM & ADDRESS: Filterra BioRetention Systems
11352 Virginia Precast Rd Ashland, VA ZIP CODE: 23005
NAME OF REPRESENTATIVE: Paul Gallant TELEPHONE #: 804-971-0401
FAX #: 804-798-8400 E-MAIL ADDRESS: pgallant@filterra.com

PRINCE GEORGE'S COUNTY GOVERNMENT
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RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

1. NAME OF FIRM & ADDRESS: Tetra Tech Inc.
10306 Eaton Pkwy Ste 340
Fairfax, Va ZIP CODE: 22030
NAME OF REPRESENTATIVE: Michael Clark TELEPHONE #: 703-385-6000
FAX #: 703-385-6007 E-MAIL ADDRESS: michael.clark@tetratech.com

2. NAME OF FIRM & ADDRESS: KCI TECHNOLOGIES, INC.
936 RIDGEBROOK RD SPARKS, MD ZIP CODE: 21152
NAME OF REPRESENTATIVE: KERRY PEXSON TELEPHONE #: 410-316-7941
FAX #: 410-316-7895 E-MAIL ADDRESS: KERRY.PEXSON@KCI.COM

3. NAME OF FIRM & ADDRESS: Shirley Contracting
8435 Backlick Rd.orton, VA ~~22019~~ ZIP CODE: 22079
NAME OF REPRESENTATIVE: Kevin Lyons TELEPHONE #: 703-296-8211
FAX #: 703-550-7897 E-MAIL ADDRESS: Kevin.Lyons@shirleycontracting.com

4. NAME OF FIRM & ADDRESS: JESSICA KLINEFELTER
WALLACE MONTGOMERY ZIP CODE: 21204
NAME OF REPRESENTATIVE: _____ TELEPHONE #: 410 494 9093
FAX #: 410 825 5714 E-MAIL ADDRESS: jklinefelter@wallacemontgomery.com

PRINCE GEORGE'S COUNTY GOVERNMENT
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(PRE-BID SIGN-IN SHEET)

RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

5. NAME OF FIRM & ADDRESS: PRIME ENGINEERING, INC.
300 RED BROOK BLVD. SUITE 410 ZIP CODE: OWINGS MILLS MD 21117
NAME OF REPRESENTATIVE: ALI ABBASI TELEPHONE #: 443 280 1351
FAX #: 410 654 3791 E-MAIL ADDRESS: aabbasi@primeeng.com

6. NAME OF FIRM & ADDRESS: PARSONS BRINCKERHOFF
100 SOUTH CHARLES ST. 10F, TOWER 1 ZIP CODE: 21201
NAME OF REPRESENTATIVE: CHIN LIEN TELEPHONE #: 410-385-4186
FAX #: 410-727-4608 E-MAIL ADDRESS: LIENC@PBWORLD.COM

7. NAME OF FIRM & ADDRESS: NAVARRO & WRIGHT Consulting Eng
111 S Convent St. Balto ZIP CODE: 21202
NAME OF REPRESENTATIVE: Chuck Hegberg TELEPHONE #: 410 218 1408
FAX #: _____ E-MAIL ADDRESS: chegberg@NAVARROwright.com

8. NAME OF FIRM & ADDRESS: _____

ZIP CODE: _____
NAME OF REPRESENTATIVE: _____ TELEPHONE #: _____
FAX #: _____ E-MAIL ADDRESS: _____

PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION
(PRE-BID SIGN-IN SHEET)

RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

9. NAME OF FIRM & ADDRESS: AECOM
2101 WILSON BLVD, ^{8th FL} ARUNGTON, VA ZIP CODE: 22201
NAME OF REPRESENTATIVE: HANY EL-GAFY TELEPHONE #: 703 209 3573
FAX #: _____ E-MAIL ADDRESS: HANY.EL-GAFY@AECOM
CO,
10. NAME OF FIRM & ADDRESS: AECOM
2101 WILSON BLVD, ^{8th FL} ARUNGTON, VA ZIP CODE: 22201
NAME OF REPRESENTATIVE: MATT HALLISSEY TELEPHONE #: 703-³⁴⁰~~489~~-3096
FAX #: _____ E-MAIL ADDRESS: matt.hallissey@^{aecom.com}~~aecom~~
11. NAME OF FIRM & ADDRESS: Dewberry
3106 Lord Baltimore Dr, Baltimore ZIP CODE: 21044
NAME OF REPRESENTATIVE: Rahul S. Kesarkar TELEPHONE #: 410-645-1416
FAX #: _____ E-MAIL ADDRESS: rk@kesarkar@dewberry.com
12. NAME OF FIRM & ADDRESS: CH2M Hill
1100 Wayne Ave. #670 Silver Spring, MD ZIP CODE: 20910
NAME OF REPRESENTATIVE: Scott Weikert TELEPHONE #: 301-495-8810
FAX #: 301-495-8823 E-MAIL ADDRESS: scott.weikert@ch2m.com
x41021

PRINCE GEORGE'S COUNTY GOVERNMENT
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RFQ NO.: S13-083 PRE-BID CONF. DATE & TIME: June 11, 2013 at 10:00 a.m.

TITLE: Urban Retrofit Program – Public Private Partnership

PLEASE PRINT

17. NAME OF FIRM & ADDRESS: Inspiregreen LLC, 601 Pennsylvania Ave. NW, South Bldg. Suite 900, ZIP CODE: 20004
NAME OF REPRESENTATIVE: Chancee' Lundy TELEPHONE #: 202-434-8921
FAX #: 18883472417 E-MAIL ADDRESS: clundy@inspiregreen.com

18. NAME OF FIRM & ADDRESS: CUBE ROOT CORPORATION
1761 S STREET NW SUITE 228 WASHINGTON DC ZIP CODE: 20009
NAME OF REPRESENTATIVE: DMAR STEPHENSON TELEPHONE #: 443-889-6761
FAX #: 240-396-2105 E-MAIL ADDRESS: DMAR@CUBEROOTINC.COM

19. NAME OF FIRM & ADDRESS: EA Engineering
225 Schilling Circle, Hunt Valley, MD ZIP CODE: 21031
NAME OF REPRESENTATIVE: Mike Powell TELEPHONE #: 410-584-7000
FAX #: 410-776-1625 E-MAIL ADDRESS: mpowell@eaest.com

20. NAME OF FIRM & ADDRESS: _____

ZIP CODE: _____
NAME OF REPRESENTATIVE: _____ TELEPHONE #: _____
FAX #: _____ E-MAIL ADDRESS: _____

OFFICE OF CENTRAL SERVICES
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1400 McCormick Drive, Room 200
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(301) 883-6400 FAX (301) 883-6440
TDD (301) 925-5167

Rushern L. Baker III
County Executive

Monica J. Johnson
Director
Office of Central
Services

June 21, 2013

REQUEST FOR QUALIFICATION

S13-083

URBAN RETROFIT PROGRAM – PUBLIC PRIVATE PARTNERSHIP
ADDENDUM NO. 2

ALL RESPONDENTS: This Addendum No.2 contains information pertinent to the above referenced project. All RFQ's shall be based on this Addendum No. 2 in accordance with the RFQ Documents.

This Addendum No. 2 contains the following:

- PRE-QUALIFICATION CONFERENCE QUESTIONS AND ANSWERS
- CLOSING DATE REMAINS: **JULY 1, 2013 AT 3:00 P.M.**
- CHANGES TO REQUEST FOR QUALIFICATION DOCUMENT

DELETE SECTION 3.4.F.2 RESPONSE CRITERIA

DELETE PAGE 43- REFERENCES

REVISION Section 3.7 Procurement Process Overview, C. Evaluation Criteria; page 23; No additional evaluation points will be added.

DELETE "An additional fifteen (15) points for the Minority Business Enterprise participation (Section 1.8) may be achieved. "

REPLACE with "All Respondents shall commit to a minimum 35% Certified Prince George's County Minority Business Participation." Respondent shall identify Certified MBE's once pre-selection phase begins.

THIS RFQ ACKNOWLEDGEMENT CONTAINS MATERIAL CHANGES AND MUST BE ACKNOWLEDGED, SIGNED AND RETURNED WITH SUBMISSION. FAILURE TO ACKNOWLEDGE IN THIS MANNER MAY RENDER THE RFQ NON-RESPONSIVE.

SIGNATURE

COMPANY

DATE

URBAN RETROFIT PROGRAM – PUBLIC PRIVATE PARTNERSHIP
QUESTIONS AND ANSWERS FROM THE
PRE-QUALIFICATION CONERENCE HELD ON JUNE 11, 2013 AT 10:00 A.M.

ADDENDUM NO. 2

1. QUESTION: How does the County envision RFQ S13-083 affecting the workload assigned under existing contracts S10-073A?

ANSWER: This is an independent solicitation. The County anticipates continuing to solicit work under S10-073A.
2. QUESTION: With respect to the Risk Capital, how is the \$80M requirement deployed? Is it before the County's funding, after or simultaneously?

ANSWER: This issue will be part of the contract negotiation after the P3 Company is selected. As this program is utilizing an Availability Payment structure, the \$80M will become the long-term finance component supplied to the Project by the private entity, which brings capital immediately to the Project, and serves as the basis for the repayment in the Payment Mechanism. The specific structure will be determined as part of the negotiations phase, but it is envisioned that the implementation of this capital will be built-up as required over the construction phase and then returned through the Payment Mechanism.
3. QUESTION: Will the pre-bid sign-in sheet be made public?

ANSWER: Yes, it is Addendum No. 1.
4. QUESTION: Does the County have outside advisors to analyze the proposed P3 structures? If so, can you please identify them?

ANSWER: The County has employed outside P3 advisors for the structuring and procurement of this Project as it relates to Technical, Financial and Legal aspects. URS Corporation and Rummel, Klepper, and Kahl LLP are currently being utilized.
5. QUESTION: What is the timeline and procedures for the County to select a respondent following submittal?

ANSWER: All proposals must be submitted prior to July 1, 2013 at 3:00 p.m. The RFQ Committee will evaluate the submittals and expects to select one qualified responder in July 2013. Please refer to RFQ, Section 3.7.A.
6. QUESTION: Is the 35% minimum MBE for the overall Contract amount applicable to professional services and construction services? Do both have to meet 35% goal?

ANSWER: The 35% minimum MBE requirement is for the overall contract.

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7. QUESTION: The County's using the SWM Utility Fee to reimburse the Project Co for this program. What is the projected annual reimbursement for this program?

ANSWER: It will depend on how many Best Management Practice (BMP) the Project Co completes annually. The specific Annual Service Payment (ASP) will be determined during negotiations based on a variety of factors and matters that will be discussed, and who will need to account for the long-term investment required and measures to ensure that the asset is being maintained and operated.

8. QUESTION: I understand the P3 Model & have worked on several P3 Projects; however, outside of the opportunity what is the County committing to? What is the P3 process, especially in storm water where there is no immediate financial stream? Please explain.

ANSWER: The County is fully committed to the stormwater P3 program because we believe that it is the most effective approach to meet the Chesapeake Bay TMDL mandates and the MS4 permit requirements within the prescribed timeline (2017 and 2025). Further, the County has adopted a new stormwater utility structure.

The RFQ states that an Availability Payment P3 Structure will be employed. As such, “volume risk” or user fees are not part of the transfer that will be sent to the Private Entity. Therefore, the revenue stream(s) and funding suite of solutions are the responsibility of the County. The Availability Model is a very well-known and common P3 methodology that focuses on performance, safety, quality and behavior in that if the asset is “open, available, and functioning” as required, the Private entity is entitled to a service payment, which includes its rate of return.

9. QUESTION: There is no County Council Approval for this commitment as of date, therefore, how can we be assured that approval today will not be rescinded later the next election cycle?

ANSWER: The County is implementing a new stormwater utility system to raise revenue to fund this program, which is a clear signal that this initiative has achieved proper authorization. In addition, the County Council will review the budget to approve the entire transaction and Service Payment structure once finalized with the private entity.

10. QUESTION: Will the winning Design Team be expected to perform their own constructability/feasibility reviews?

ANSWER: Yes, the winning Design Team shall perform their own constructability/feasibility.

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11. QUESTION: When will an addendum be issued?
- ANSWER: June 21, 2013, per the RFQ schedule.**
12. QUESTION: Who will approve innovation of new BMP's, County or MDE? Who will quantify benefit, County or MDE?
- ANSWER: The new and innovative BMP's will be reviewed, evaluated, and quantified by the County and MDE.**
13. QUESTION: Is the Project Co responsible for all MS4 Permit conditions or only impervious restoration requirement?
- ANSWER: No. The Project Co will be responsible for restoring 2,000 acres of the untreated impervious area within the County. Part of the MS4 permit conditions requires the County to restore 8,000 acres of untreated impervious area. Other MS4 permit conditions, such as illicit discharge detection, storm sampling, County-wide BMP maintenance, and public outreach activities, are not included in this P3 program.**
14. QUESTION: What is the performance standard for treatment?
- ANSWER: It is assumed that this question refers to BMP performance standards. In general, BMP's must meet or exceed the County's and MDE's requirements for Chesapeake Bay TMDL compliance. MDE and the County also encourage the development and use of new innovated BMP's. If a BMP is not presently accepted/approved by MDE and the County, the Project Co will have to work with MDE and the County to achieve associated pollutant removal credit.**
15. QUESTION: What requirements would the Project Co need to meet to receive the availability payment?
- ANSWER: To be eligible for the full Monthly or Annual Service Payments, Project Co will need to meet or exceed all of the Key Performance Indicators or Indices that will be part of the Project Agreement. The specifics of the payments will be further determined by the Payment Mechanism, which is also part of the Project Agreement. For simplicity, the concept is based on performance. For example, if the asset has been designed and is being installed, operated, and maintained as required by the Project Agreement, Project Co will receive its full Monthly Service Payment. If the asset is not being properly maintained and operated, then a deduction system of points to the dollars is applied through the Payment Mechanism to reduce the Monthly Service Payment. These aspects while ruled by precedent will be negotiated with the Respondent.**

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16. QUESTION: How is compliance with the performance standard assessed over time?
- ANSWER: For installation of BMP's, the performance standards are assessed as indicated in response to Question Number 14. Standards for BMP maintenance will be established as part of the contract negotiations. In general, standards for maintenance include routine maintenance and repairs or upgrades to the BMPs to maintain their pollutant removal capability.**
17. QUESTION: Clarify please. Termination for Convenience without consideration of future profits could lead to compensation that is less than outstanding project debt and/or fair market value. What consideration has been given to the impact of this on the attractiveness to the project of risk capital.
- ANSWER: A Termination for Convenience section will be included in the Project Agreement that will be negotiated with the eventual Project Co.**
18. QUESTION: What risk capital contribution is envisioned by Prince George's County?
- ANSWER: The County is committed to dedicating appropriate funding levels to implement this program and has established a revenue stream for this program. The County is seeking Risk Capital from the Project Co of at least \$80 million toward this program.**
19. QUESTION: It was stated that payment will be provided on a per acre treated basis. Does the \$80m cover O&M, capital, management, etc. or is the \$80m only Capital investment?
- ANSWER: The \$80M is the anticipated long-term financing portion that Project Co will bring to the Project. The Project Co is required to secure funding for at least \$80 Million up-front toward the projects from the financial institutions. This money will be used by the P3 Company to start the program including public outreach, public education, public relation, planning, design, construction, etc. Then, the County will utilize the negotiated payment mechanism to pay the Company based on the performance (i.e. acres of the retrofitted impervious areas).**
20. QUESTION: Are all projects expected to be in the public ROW?
- ANSWER: It is anticipated that all projects will be located on public ROW or public land.**
21. QUESTION: Do retrofits of existing infrastructure count towards the BMP Reduction required in the permit?

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- ANSWER:** Controlling runoff from impervious area will count towards impervious reduction under the MS4 permit requirement. But please note that retrofitting existing BMP's (e.g., SWM ponds) or stream restoration projects are not part of the scope of work for this P3 Program. This P3 Program is for LID/ESD installation.
22. **QUESTION:** Will there be restrictions on locations of the practices?
- ANSWER:** The project sites will be restricted to public right of way and public lands. Engineering and permitting restrictions may also apply.
23. **QUESTION:** How will remaining 6,000 acres be coordinated with efforts under this contract?
- ANSWER:** This contract addresses 2,000 acres of impervious area. Stormwater treatment for the remaining acres will be addressed at the County's discretion.
24. **QUESTION:** Will the O&M portion over 30 years be paid for by the County through availability model?
- ANSWER:** Yes, the O&M portions will be paid for by the County over some 30 years through available model.
25. **QUESTION:** After an award is made, will the County hire a "Client Rep." to provide oversight by Construction Mgmt. Support?
- ANSWER:** The County has not decided yet.
26. **QUESTION:** Will locations be limited to existing right of way or will County purchase any additional needed property outside of this contract?
- ANSWER:** The locations are limited to existing right of way or public lands. The County does not expect to purchase any additional property for this program.
27. **QUESTION:** Is it anticipated that the respondent should identify inside the Beltway vs outside the Beltway? Is there a preference?
- ANSWER:** This program can be used for any untreated impervious area in the County.
28. **QUESTION:** Does the BMP have to be reviewed by the University of Maryland for efficiency?
- ANSWER:** No. The BMP does not have to be reviewed by the University of Maryland.

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29. QUESTION: What is the nature of the contract with UMD for SW Innovative BMP's?
- ANSWER: The purpose of the UMD contract is to develop new LID designs that will increase pollutant removal efficiencies while reducing the unit capital cost (to be more cost-effective).**
30. QUESTION: Is this contract limited to the 2,000 acres of impervious area?
- ANSWER: Yes, it is limited to 2,000 acres.**
31. QUESTION: Will respondents have access to existing GIS System that details locations of untreated impervious surfaces prior to submitting the technical response?
- ANSWER: No. The existing GIS System information will be made available once the Project Co is selected.**
32. QUESTION: Has the County adopted P3 guidelines as required by Maryland laws?
- ANSWER: The County is currently evaluating the requirements associated with the passage of the new Maryland P3 Statute. Further, an analysis is underway to determine how those requirements pass through (complete or in-part), as to how they may comply with the Statute.**
33. QUESTION: Please provide the point of contact at the University of MD?
- ANSWER: The contact will be provided to the selected Project Co.**
34. QUESTION: In section 1.2 References, the RFQ requires 3 references (including name, title, phone, email, address and statement of services provided). On the Attachment A Reference Form, the RFQ requires for AT LEAST 3 REFERENCE PROJECTS with additional project information. Are these meant to be the same references? In other words, do Offerors complete both 1.2 and Attachment A form -OR- do Offerors only complete the Attachment A form?
- ANSWER: These are the same references; but please complete both Section 1.2 and Attachment A.**
35. QUESTION: Are Offerors required to complete and include Attachment 3 Sample Agreement and Attachment 4 Vendors Oath and Certification with their proposal?
- ANSWER: Responders are not required to return the Sample Agreement - Attachment 3. Please complete Attachment 4-Vendors Oath and Certification and include in response.**

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36. QUESTION: In reference to 3.4 RESPONSE CRITERIA (page 20), F. 2. Copy of professional certificates and/or licenses and required forms. Are copies of professional certificates and/or licenses required for ALL team personnel (including subcontractors) or required only for those key individuals with resumes provided?

ANSWER: Please refer to the answer to question 8.

37. QUESTION: As the Project Company may not be formed until a later date (presumably during or upon completion of final negotiations with the County), is it possible to remove the requirement on Page 3 that "The Lead Team Member shall have the authority and power to bind all Team Members for the purposes of this RFQ"?

ANSWER: The project Company may not be completely formed yet when the proposal is submitted. But the main and significant team members, including the Lead Team member, should have been identified at that time. The Lead Team Member needs to have the authority and power to bind all identified Team Members when the proposal is submitted for the purposes of this RFQ.

38. QUESTION: If subcontractors are anticipated to be competitively bid at a later date, and are therefore not identified in the proposal, is a clear statement of intent to procure MBE services and a detailed conceptual subcontracting plan, provided in the Socioeconomic Plan, sufficient to meet MBE requirements and secure additional ranking points for anticipated MBE participation above 35%? Under this scenario, are Attachments 1A and 1B required to be compliant with the submittal requirements of the RFQ?

ANSWER: All of the subcontractors are considered as Team Members and so their qualification will be evaluated as part of the proposal review process, including MBE participation evaluation. Also these MBE team members must be registered with the County in order to be qualified as part of the 35% criteria. Therefore, Attachments 1A and 1B are required.

39. QUESTION: Section 3.4 RESPONSE CRITERIA, states B. One original hard copy, eight (8) CDs, and eight (8) hard copies of the Proposal in a soft cover three-ring binder shall be submitted. **What is a soft cover three-ring binder? Will standard white three-ring view binders meet this requirement?**

ANSWER: The word "soft" is deleted; any three-ring binder is acceptable.

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40. QUESTION: Can Responders assume the same project information (items listed in 1.1.1) are required for all project examples in Sections 1.1.2 and 1.1.3?
- ANSWER: Note that this question refers to RFQ Pages 28-30. Yes, the information to be provided for each project requested in Sections 1.1.2 and 1.1.3 is listed at the end of Section 1.1.1 on page 29 of the RFQ (i.e., the bulleted list under “Information to be provided”)**
41. QUESTION: We understand that a Transmittal Letter and Table of Contents are required for every volume. Is an Executive Summary also required for each volume to ensure each volume is a stand-alone document that does not require referring to other volumes –OR- is an Executive Summary only required before Factor 1?
- ANSWER: Please provide one transmittal letter in Volume 1. An Executive Summary and Table of Contents are required for the overall proposal and for each volume.**
42. QUESTION: In reference to 3.5 Insurance and Security Requirements: “In addition, for each subcontractor of the Responder, a letter from a duly certified insurance provider or insurance brokerage shall be submitted which demonstrates evidence of the subcontractor’s ability to obtain the requisite insurance.” Are insurance letters required from every subcontractor that will be utilized during the performance of this contract or only major/key subcontractors that have a significant role on the team and in the overall contract performance?
- ANSWER: Insurance letters are not required for subcontractors.**
43. QUESTION: It appears page 42 is missing from the RFQ document. Please confirm that responder’s are not missing a page.
- ANSWER: Responder’s are not missing a page. Page 42 does not exist in the RFQ document.**
44. QUESTION: In reference to select forms/Attachments provided in part 2 of the RFQ, where should the following County-required forms/Attachments be included?
- Appendix E-1 Wage Requirements Certification for Service Contracts
 - Appendix E-2 501 (c) (3) Nonprofit Organization’s Employee’s Wage and health Insurance Form
 - Attachment 1 – Subcontractor Project Participation Statement
 - Attachment 1A – Subcontractor Participation Schedule
 - Attachment 4 – Vendors Oath and Certification
 - Attachment 5 – Bidder/Responder Statement of Ownership

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- ANSWER:** Please include all required forms in a section titled “Required Forms and Attachments” at the end of your proposal.
45. **QUESTION:** Are Attachments 1 and 1A, Subcontractor Project Participation Statement required for every subcontractor that will be utilized during the life of this contract or only required for key subcontractors that have a significant role on the team and in the contract performance?
- ANSWER:** The responder may not know all subcontractors at this moment. But for those subcontractors that responders are aware of, Attachments 1 and 1A are required for each one of them.
46. **QUESTION:** Can the due date be extended two weeks in order for suppliers to adequately meet the need to recruit MBE partners?
- ANSWER:** The due date cannot be extended because the County has a very short time frame to meet our regulatory mandates.
47. **QUESTION:** Section 4.5, Factor 1, Item 1.1.1, are we allowed to show three projects for each Team members firm, or just three projects that represent the experience of the entire team? And, if we are allowed to show three projects per team member firm, will the same page limits apply for each team member’s contribution?
- ANSWER:** Three projects are for the entire team; not for each team members and 3 pages per project.
48. **QUESTION:** With regard to the resumes for Key Individuals, Factor 1, Item 1.5, are we only allowed to show 10 Key Individuals with a two page resume for each (to reach the maximum of 20 pages)? Can the number of pages allowed for the resume section be expanded to 40 pages to allow for the naming of up to 20 Key Individuals?
- ANSWER:** No, we will limit to 10 key individuals with a two pages resume for each individual.
49. **QUESTION:** In reference to the requirements for audited Financial Statements for past two years, Factor 3, Item 3.4, is it correct to assume that these items are to be considered outside of the page count specified for this section?
- ANSWER:** Yes, these items are outside of the page counts.

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50. QUESTION: Please clarify what Affidavits, Certifications and Affirmations are to be submitted with the RFQ. Item 1.9, Page 9, references “Exhibits II and III” and states that the required forms to be submitted with the Statement of Qualifications response are provided in these “Exhibits.” Eight (8) Sub-questions are as follows:

ANSWER: There are no Exhibits for the RFQ document. Responders shall include all applicable forms beginning with page 44 through 68, except the “SAMPLE” Agreement.

51. QUESTION: Attachment A, Forms B, E, E-1 and E-2, all seem related to a price proposal and no pricing is being submitted as part of the Statement of Qualifications; is it correct to assume that these forms are not required as part of the Statement of Qualifications submittal?

ANSWER: Responders shall include all applicable forms beginning with page 44 through 68, except the “SAMPLE” Agreement.

52. QUESTION: Attachment 1, Forms Attachment 1 (Subcontractor Project Participation), Attachment 1A (Subcontractor Participation Schedule) and Attachment 1E (Minority Business Enterprise Participation Agreement), all seem related to a price proposal and no pricing is being submitted as part of the Statement of Qualifications; is it correct to assume that these forms are not required as part of the Statement of Qualifications submittal?

ANSWER: These forms are required. However, instead of dollar amounts, a “percentage” of work for each subcontractor may be submitted.

53. QUESTION: Attachment 1B, Page 55, is stated to be required as part of the RFQ response, is this correct?

ANSWER: Yes, it is required.

54. QUESTION: Are we required to comment on the Terms and Conditions, Attachment 6, and if so, where is this required to be included in the Statement of Qualifications submittal?

ANSWER: The Terms and Conditions are part of the contract documents; it is not required for the Responders to comment.