



26-040

**CHARLES COUNTY FLOW MONITORING SERVICES FOR  
THE SANITARY SEWER SYSTEM**

**Charles County Government**

200 Baltimore Street

La Plata, MD 20646

RELEASE DATE: June 22, 2026

RESPONSE DEADLINE: August 6, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/charlescountymd>

Charles County Government  
Charles County Flow Monitoring Services for the Sanitary Sewer  
System

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A - Existing Flow Monitoring Equipment Inventory and Existing Monitoring  
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## 1. INTRODUCTION

### 1.1. Summary

The County Commissioners of Charles County are seeking proposals from qualified firms to provide professional services for the operation, maintenance, and support of the County's wastewater flow monitoring network within the Mattawoman Sewer Service Area. The County currently maintains a network of permanent flow monitoring meters and rain gauges used to collect and analyze flow data for system evaluation, inflow and infiltration (I&I) investigations, and long-term wastewater infrastructure planning. The selected contractor will be responsible for the ongoing operation, maintenance, data management, and reporting associated with the monitoring network.

Services under this contract will include maintaining monitoring equipment, ensuring reliable data collection, performing routine inspections and maintenance, supporting data analysis and reporting, and providing installation or relocation of monitoring equipment as needed. The contractor will also support the County's broader wastewater system planning efforts by providing accurate flow monitoring data and technical insight to help evaluate system performance and identify potential improvements. The County may also utilize the contract for expansion of the monitoring network and additional technical support services as needed during the contract term.

### 1.2. Contact Information

The ***Purchasing Representative*** identified below is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between the Offeror and Charles County Government shall be with the ***Purchasing Representative*** until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified below, for any reason during the bidding process or prior to full contract execution. Any communication outside this process may result in disqualification.

**Amanda Willis**

Assistant Chief of Purchasing

200 Baltimore Street

La Plata, MD 20646

Email: [willisa@charlescountymd.gov](mailto:willisa@charlescountymd.gov)

Phone: [\(301\) 645-0657](tel:3016450657)

**Department:**

PGM - Infrastructure

### 1.3. Timeline

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

<b>Release Project Date</b>	June 22, 2026
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<b>Pre-Proposal Meeting Registration Deadline (Non-Mandatory)</b>	<p>July 6, 2026, 8:00am</p> <p>Firms must register in advance to attend the pre-proposal meeting via the County's eProcurement Portal RSVP Manager.</p> <p>Pre-proposal meeting will occur virtually/teleconference, unless otherwise specified. Firms that have registered timely will receive participation instructions.</p> <p>If multiple attendees from your firm will be attending the meeting, please have each individual complete the eProcurement Portal RSVP Manager process.</p>
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	<p>July 7, 2026, 10:00am</p> <p>Pre-proposal meeting will occur virtually/teleconference, unless otherwise specified. Firms that register timely and via the County's eProcurement Portal RSVP Manager will receive participation instructions.</p> <p>The attendance roster will be published on the County's eProcurement Portal.</p>
<b>Question Submission Deadline (Non-Mandatory)</b>	<p>July 9, 2026, 4:30pm</p> <p>Questions shall be submitted via the eProcurement Portal Question &amp; Answer feature prior to the due date and time specified. The County will not provide responses to questions received after the deadline.</p>
<b>Proposal Submission Deadline</b>	<p>August 6, 2026, 11:00am</p>

## 2. PROPOSAL INSTRUCTIONS

### 2.1. Proposal Submission Conditions

Charles County Government is accepting electronic proposal submissions. Offerors shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, click on "Draft Response" and follow the instructions to submit the electronic proposal via the [County's eProcurement Portal](#).

Proposals shall be submitted by the date and time specified. Late proposals will not be accepted. Submission, modification, or withdrawal of proposals after the due date/time will not be considered.

***It is the Offerors' sole responsibility to ensure that proposals are delivered via County's eProcurement Portal. Offerors shall give yourself adequate time to submit a response. Any technical difficulties or uncertainty with the submittal process will not be cause for accepting a response that was not submitted timely. The County is only accepting electronic submittals. Delivery methods by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express, and other methods of delivery shall not be accepted. Any proposals not received timely will not be considered.***

Proposals shall be valid and irrevocable for a minimum of one hundred twenty (120) days from the due date. An Offeror may submit only (1) proposal in response to this RFP. Offerors shall monitor the [County's eProcurement Portal](#) for schedule changes issued via addendum.

### 2.2. Solicitation Events

- A. Pre-Proposal Meeting Registration Deadline: Refer to the ***Timeline*** section for date, time, location, participation and registration requirements. Pre-proposal meeting will occur virtually/teleconference, unless otherwise specified. Firms that have registered timely will receive participation instructions.
- B. Pre-Proposal Meeting: Pre-proposal meeting will occur virtually/teleconference, unless otherwise specified. Firms that registered timely will receive participation instructions. Refer to the ***Timeline*** section for date, time, and location, participation, and registration requirements. The attendance roster will be published on the [County's eProcurement Portal](#).
- C. Last Day for Questions: The County will not provide responses to questions received after the deadline to submit questions specified in the ***Timeline*** section.
- D. Proposal Submission Deadline: Refer to the ***Timeline*** section for the date and time proposals must be received by. Offerors must have an account or create a FREE account with [OpenGov Procurement](#) to submit a proposal.

### 2.3. Offeror Certification of Acceptance

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFP* or any *Appendices* is made part of this solicitation package.

### 2.4. Incurring Costs

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

### 2.5. Additions/Modifications to Solicitation Forms

Modifications of or additions to the [Cost Proposal Form](#) or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

### 2.6. Alternate Offers

Offerors must bid only one (1) product and one (1) price per proposal item even though they feel they can offer more than one item that will meet the specifications. Offeror must determine for themselves which to offer. If an Offeror submits more than one (1) product and/or more than one (1) price for a given proposal item or items, it may be cause for the proposal items or items being bid upon to be considered non-responsive and rejected.

## 2.7. "Or Equal" Interpretations

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Proposals on other makes and/or models will be considered provided in the [Cost Proposal Form](#) what is being proposed and forwards with the proposal complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

## 2.8. Offeror Investigation

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

## 2.9. Sole Point of Contact

The **Purchasing Representative** identified in the [Introduction section](#) is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between Offerors and Charles County Government shall be with the **Purchasing Representative** until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the [Introduction section](#), for any reason during the bidding process or prior to full contract execution. Any communication outside this process may result in disqualification.

## 2.10. Questions

All inquiries/questions concerning technical or bidding information shall be directed via OpenGov Procurement Question & Answer feature prior to the due date and time specified in the [Introduction section](#). In the event an Offeror has multiple questions, each question must be submitted individually. Please include the section number and title for each question, if applicable. All questions submitted and answers provided will be electronically distributed to offerors following this solicitation on the [County's eProcurement Portal](#). The County will not provide responses to questions submitted after the due date and time specified in the [Introduction section](#). The person submitting the request will be responsible for its prompt delivery. Questions and answers are provided for informational purposes only and are not part of any resulting contract from this solicitation.

## 2.11. Addenda and Supplements

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

**Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County's eProcurement Portal found at [www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov).** Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror's proposal prices, unless an alternate schedule is presented by addendum. It is the responsibility of the Offeror to check the [County's eProcurement Portal](#) as frequently as necessary to obtain all updates and addenda to the solicitation.

## 2.12. Ability to Perform

Offeror shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time. The County reserves the right to request any additional information, utilize references not provided by a Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror's ability to perform the services described herein.

## 2.13. Errors

Any errors in computations may be corrected during the County's review of the proposal. The County shall not be responsible for Offeror computation errors contained on the [Cost Proposal Form](#). All values contained on the [Cost Proposal Form](#) remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

## 2.14. County Rights/Disclaimers

The County exclusively reserves the right, but is not limited to the following actions:

- A. Reject any or all proposal submissions;
- B. Issue a new RFP;
- C. Cancel, modify, or withdraw the RFP;
- D. Issue addenda, supplements, and modifications to this RFP;
- E. Modify the RFP process (with appropriate notice to offerors as described herein);
- F. Appoint an Evaluation Committee and evaluation teams to review proposal submissions,
- G. Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in proposal submissions;
- H. Revise and modify, at any time before the Proposal Due to County date, the factors it will consider in evaluating proposal submissions and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the County will publish an addendum. The County may extend the RFP due date if such changes are deemed by the County, in its sole discretion, to be material and substantive;
- I. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the RFPs;
- J. Disqualify any team that changes its Proposal Submission without County written approval;
- K. Retain ownership of all materials submitted in hard-copy and/or electronic format.

## 2.15. Rejection of Quotes/Bids/Proposals

The County exclusively reserves the right, but is not limited to the following actions:

- A. Evidence of collusion among offerors.
- B. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
- D. Default on a previous similar contract for failure to perform.
- E. Being delinquent in payments due to Charles County Government.
- F. Exceptions or exclusions to the requirements of the solicitation.
- G. Failure to be in "Good Standing" with the State of Maryland.
- H. Previous substandard performance on a County contract.
- I. Failure to perform properly or to complete, in a timely manner, contracts of a similar or comparable nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
- J. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

## 2.16. Good Standing Requirements

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

- A. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- B. All payments to Charles County Government have been paid and are not delinquent.
- C. Their firm is in "good standing" with the State of Maryland Department of Assessments and Taxation.

## 2.17. Notifications

Legal notice given by the County to the Offeror shall be sent to the Offeror's contact information provided in the [County's eProcurement Portal](#). Notice given by the County by any of the following:

- A. A communication delivered by MAIL shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
  - 1. UPS or FedEx or other delivery service; or
  - 2. USPS first class postage mail; or
  - 3. USPS certified, or
  - 4. USPS registered mail.
- B. A communication delivered by email shall be deemed as having received by the addressee the same day the email was sent.

## 2.18. Negotiations

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

## 2.19. Prohibition of Discrimination in County Procurement

Charles County is committed to ensuring that Minority and Women-Owned Business Enterprises are provided equal opportunity to participate in the County's procurement and contracting processes. Any instances of overt or perceived discrimination should immediately be reported to the MWBE/DBE Compliance Manager.

Per Resolution 2023-13, Section 8, Item 4.1, the SLMBE Programs Division is authorized to investigate such complaint. An investigation may also be initiated based solely on a finding of a significant statistical disparity from the Annual Aspirational Goal or contract/project goal(s), as detailed herein. The details of any investigation, including findings, shall be recorded and maintained by the SLMBE Programs Division.

All Contractors must cooperate with any investigations or audits conducted by authorized entities to assess compliance with anti-discrimination laws and policies. Non-compliance may result in sanctions, including but not limited to contract termination, suspension, or debarment from future contracts.

### **Certification of Compliance**

By submitting a response to this solicitation, the Contractor agrees not to engage in any discriminatory practices and affirms that it has implemented policies and/or procedures to prevent discrimination in its operations. The Contractor further agrees to provide evidence of such policies/procedures upon request.

### **Reporting Discrimination**



Discrimination in any form is strictly prohibited in Charles County. Charles County staff, prime contractors, subcontractors, or any individuals otherwise engaged in the procurement process are strictly prohibited from discriminating against any business or individual based on, but not limited to the following: race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, age, disability, marital status, political affiliation, veteran status, or any other characteristic protected by applicable law. Legitimate denial of a bid or not being selected for a procurement opportunity is not considered discrimination.

If anyone is a victim of discrimination, in any form, a request must be submitted to the MWBE/DBE Compliance Manager. Anyone submitting a discrimination complaint must submit a complaint using the “MWBE Discrimination Reporting Form”. You can request a form from the MWBE/DBE Compliance Manager. Any individual or firm discriminating against another could face any of the following penalties including, but not limited to: sanctions, contract termination, suspension, and/or debarment from future contracts. If necessary, the case can also be referred to the County Attorney and/or the County Administrator for further action.

#### **Notification of Accusation and/or Finding of Discrimination**

Once a discrimination complaint is received by the Purchasing Division and the MWBE/DBE Compliance Manager, the accused will be notified in writing that they; a) have been accused of discrimination, b) will have an opportunity to provide a defense against the accusation; c) must comply with all requests from investigators; d) are prohibited from taking any adverse actions against an accuser; and e) have a right to appeal a finding of discrimination.

### **3. TECHNICAL PROPOSAL SUBMISSION CONTENT**

Cost information shall not be included in the Technical Proposal.

#### **3.1. Technical Proposal Instructions**

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printable one sided on 8.5" x 11" size paper and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

#### **3.2. Tab 1 - Statement of Qualifications/ Project Understanding**

The Offeror shall demonstrate its understanding of the wastewater flow monitoring services requested under this Contract and the County's objectives for maintaining a reliable flow monitoring program. The Offeror shall describe its understanding of the role of flow monitoring data in supporting wastewater system evaluation, infiltration and inflow (I&I) investigations, regulatory compliance, and capital planning efforts. The Offeror shall also describe its overall approach to providing the required services, including coordination with County staff, communication procedures, and methods for ensuring data reliability and quality. The narrative should demonstrate the Offeror's understanding of the scope of services and ability to successfully perform the work described in this RFP.

#### **3.3. Tab 2 - Project Approach and Methodology**

The Offeror shall provide a detailed technical approach for performing all required services. This shall include operation and maintenance procedures for flow meters and rain gauges, routine inspection and cleaning frequencies, troubleshooting protocols, and spare equipment management. The Offeror shall describe calibration and confirmation procedures, including methods used during installation and periodic validation of depth and velocity measurements.

The Offeror shall explain telemetry systems, daily communication with field equipment, alarm monitoring, and redundancy measures to ensure data continuity. Response procedures for equipment failures, including staffing, escalation, and restoration timelines, shall be clearly defined.

The proposal shall include procedures for identifying abnormal flow conditions and potential SSO events, including notification protocols and coordination with County staff. The Offeror shall describe how uptime requirements will be achieved and monitored, including tracking metrics, addressing data gaps, and implementing corrective actions. Compliance with required response times and resource availability to meet these obligations shall also be demonstrated.

#### **3.4. Tab 3 - Innovative Techniques**

The Offeror shall identify and describe any innovative techniques, technologies, or practices that would improve the efficiency, reliability, or cost-effectiveness of the flow monitoring program. This may include advancements in sensor technology, telemetry systems, data analytics, predictive maintenance, or reporting tools. The Offeror shall provide examples of successful implementation, where applicable.

#### **3.5. Tab 4 - Data Management, QA/QC, and Reporting**

The Offeror shall describe its data management system and quality assurance/quality control (QA/QC) procedures. This shall include data validation methods, anomaly detection, editing processes, and documentation practices. The Offeror shall describe the web-based platform used for data storage, visualization, and user access.

The proposal shall include a description of reporting practices, including monthly and annual reports, data summaries, and graphical outputs. The Offeror shall explain how system uptime is calculated and reported, including both raw and edited data metrics. Procedures for documenting data loss, identifying root causes, and implementing corrective actions shall also be included.

#### **3.6. Tab 5 - Organizational Structure**

The Offeror shall provide an organizational structure for the project, including an organizational chart showing reporting relationships among key personnel. The narrative shall describe roles and responsibilities, internal communication procedures, and

how the team will ensure continuity of services. The Offeror shall also describe contingency plans for staff turnover or unexpected resource constraints.

### 3.7. Tab 6 - Staffing Qualifications

The Offeror shall provide qualifications and experience of key personnel assigned to the Contract, including the Project Manager, Quality Control Lead, and field staff. The Quality Control Lead shall be a Professional Engineer licensed in the State of Maryland responsible for oversight of data quality and deliverables. The proposal shall include relevant certifications, training, and experience demonstrating capability to perform wastewater flow monitoring services.

### 3.8. Tab 7 - Relevant Project Experience

The Offeror shall provide detailed descriptions of similar projects, including client name, location, scope, number of monitoring locations, contract duration, and outcomes. The Offeror shall demonstrate experience with projects of similar size, complexity, and technical requirements.

Offeror may submit reference forms provided in ***Project Documents - 4. Original Proposal Submission Content - Section 4.4 - Reference Form.***

### 3.9. Tab 8 - Regulatory and Local Experience

The Offeror shall demonstrate experience working with Maryland and local agencies, including familiarity with applicable regulatory requirements, coordination practices, and reporting standards related to wastewater monitoring programs.

### 3.10. Tab 9 - Safety Compliance Statement

The Offeror shall provide a brief statement acknowledging responsibility for complying with all applicable safety requirements associated with field operations under this Contract. This includes, but is not limited to, confined space entry procedures, traffic control, OSHA requirements, safety training, emergency response, and incident reporting.

Detailed safety programs, manuals, or certifications are not required as part of the Technical Proposal; however, the Contractor shall be responsible for ensuring that all work is performed in accordance with applicable safety regulations and standards.

### 3.11. Tab 10 - Additional Items

The Offeror may include any additional information deemed relevant to the evaluation of the proposal that has not been specifically requested.

## 4. ORIGINAL PROPOSAL SUBMISSION CONTENT

Any information identified as “Confidential” shall be noted by reference and appended to the *Proposal Submission*. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to *Public Information Act/Confidentiality Notice* section.

A complete original proposal package shall include all information and forms identified on the *County’s eProcurement Portal*, including but not limited to:

### 4.1. Original Proposal Instructions

The original proposal shall be considered the items listed in this Section. All forms must be completed, signed, and submitted. Indicate "NA" on the form if it is "Not Applicable" and sign and date it. Original proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

### 4.2. Cost Proposal Form

Proposal pricing shall be submitted on the [Cost Proposal Form](#). All cost columns of the table shall be fully completed to be able to submit a proposal response. All pricing shall be rounded to the nearest whole cent (e.g. \$.01). There shall be no hidden costs. Prices shall include all profit, overhead, equipment, transportation cost, etc. An Offeror may only submit one (1) [Cost Proposal Form](#) in response to this solicitation. Each item on the form shall contain only one value. “Or Equal” items, if applicable, shall be noted on the [Cost Proposal Form](#).

### 4.3. Vendor Disclosure Form

This form shall be completed in legible ink or typewritten and signed.

### 4.4. Reference Form

Offeror shall be required to complete and submit the County provided *Reference Form*. A qualified Offeror must have requisite experience for the work as described in the *Special Provisions* and must be actively engaged as a legal entity in this field for a period of no less than five (5) years at the due date for quote/bid/proposal. Offerors shall demonstrate their experience on the *Reference Form*. Offerors shall provide no less than three (3) projects completed within the past five (5) years of equal or greater magnitude, as deemed acceptable by the County at its sole discretion, as specified in *Item A* below. All blank spaces of the form shall be fully completed in legible ink or typewritten.

Experience shall be that of the prime contractor unless otherwise specified. Experience of subcontractors may not be used as experience of the prime. The County shall accept experience of subcontractor only in those areas specified otherwise, if applicable.

As applicable: On-going service contracts for the services specified may be considered a “Completed” project if the base term of the contract has been fully completed, purchase orders issued and tasks fully completed during the contract term, and the contract renewed by the issuing agency. Each Offeror is solely responsible for providing any and/or all information/documents demonstrating completion and/or requested by the County in order to confirm the validity of references provided.

- A. A minimum of three (3) completed representative projects that demonstrate the Offeror's experience in all of the following areas:

1. Wastewater flow monitoring services of similar scope, complexity, and scale as described in this RFP.

Referenced projects shall include services involving the installation, operation, maintenance, and data management of wastewater flow monitoring systems, including area-velocity flow meters and rain gauges. At least one (1) referenced project shall demonstrate experience with continuous monitoring programs utilizing telemetry systems and data quality assurance and quality control (QA/QC) procedures. Preference will be given to projects performed for municipal clients and those located within Maryland or the surrounding region.

For each referenced project, the Offeror shall provide the client name and organization, project location, and a brief description of the project including the scope of services performed. The Offeror shall also identify the number and type of monitoring locations, and the duration of the project. References provided shall correspond to projects identified in *Project Documents - 3. Technical Proposal Submission Content - Section 3.8 - Tab 7 – Relevant Project Experience*.

4.5. Minority and Women- Owned Business Enterprise (MWBE) Program - MWBE Compliance Plan Forms

This form shall be completed in legible ink or typewritten and signed. Proposals submitted without a MWBE compliance form may be rejected as non-responsive by the County.

Offerors can contact the Economic Development Department by email at [mwbe@meetcharlescounty.com](mailto:mwbe@meetcharlescounty.com) for questions related to the County's MWBE program.

4.6. Small Local Business Enterprise (SLBE) Program – SLBE Certification Form and SLBE Letter of Intent

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00. ***This solicitation is exempt from the SLBE Program.***

4.7. Proposed Sub-Contractors Form

This form shall be completed in legible ink or typewritten and signed. “NA” shall be noted on the form if it is Not Applicable.

4.8. Non-Collusion Affidavit Form

This form shall be completed in legible ink or typewritten, signed, and notarized.

4.9. Addendum Certification

Offerors shall be required to acknowledge the addenda when responding to this request for proposals.

## **5. PROPOSAL EVALUATION PANEL AND CRITERIA**

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

### **5.1. Responsiveness Review**

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

### **5.2. Evaluation Criteria**

Proposal evaluation will include, but is not limited to, the following:

Item #	Evaluation Criteria Description	Points
1	Experience of qualified personnel	15
2	Experience with Maryland/local permitting agencies	20
3	Project experience of similar scope and nature	25
4	Price	40
5	Total	100

### **5.3. Evaluation**

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County's needs.

## **6. AWARD AND CONTRACT FORMATION**

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. Any contract awarded is contingent upon completion of the protest period.

### **6.1. Award of Contract**

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the proposed price. Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an offeror to furnish requested information may constitute grounds for determining an offeror as non-responsive at the sole option of the County. Any contract awarded is contingent upon completion of the protest period.

The County reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

### **6.2. Term of Contract**

The Contractor(s) selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution, after expiration of the award protest period, unless notified otherwise by the County in writing and end September 30, 2027, with four (4) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on October 1 and end on September 30 of the following calendar year.

This contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by Charles County Government or to Charles County Government by the Contractor at least forty-five (45) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed, contract begin date, or otherwise indicated by Charles County Government.

### **6.3. Pricing Adjustment for Extension Years**

Unit prices under the resulting Contract shall remain firm through the base term. Thereafter, pricing shall be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Pricing shall be adjusted by the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

### **6.4. Quantity Contracts Awarded**

The County intends to award a contract to one firm. The contract entered into with the successful offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

### **6.5. Contract Execution**

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

## 6.6. Contract Documents

All work under this project shall be in accordance with the contract documents. The Contract documents for this project includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals and specifications***. Contract Documents shall also include:

- A. All written modifications, amendments and change orders to this Agreement issued in accordance with the ***General Provisions***.
- B. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposal price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

## 6.7. Default and Suspension

If an Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of intent to award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by: failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror/Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

## 6.8. Offeror/Award Protests

- A. All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
  - 1. Protests must be delivered to the Chief of Purchasing no later than seven (7) consecutive calendar days after the basis for the protest (i.e. notification of rejection of Offeror's proposal, notification of removal of Offeror from consideration, etc.) is known or should have been known, whichever is earlier.
  - 2. If protesting contract award, the protest must be delivered to the Chief of Purchasing within seven (7) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" Offerors.
  - 3. If Offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for quotes/bids/proposals.
  - 4. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).  
Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.



- B. All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:  
Charles County Government  
ATTN: Chief of Purchasing, Purchasing Division (Room B130)  
200 Baltimore Street,  
La Plata, Maryland 20646
- C. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the filing fee to the protesting Offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.
- D. Only an Offeror that is "aggrieved" is eligible to file a protest. Aggrieved means that the Offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Offeror making the protest.
- E. The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney's information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- F. The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the Offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

## 6.9. Performance Evaluations

The County shall perform periodic performance evaluations, at the County's discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County's contract files.

## 6.10. Assignment of Contract

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

## 6.11. Subcontractors

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror's proposal. Subcontracts are subject to Minority and Women Business Enterprise (MBE) Program and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work.

## 6.12. News Release

No news releases pertaining to this proposal request or the service, study, or project to which it relates will be made without County approval.

## 6.13. Public Information Act/Confidentiality Notice

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the

material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

#### 6.14. Campaign Finance Reform Act of 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

#### 6.15. Holiday Schedule

The following holidays are observed by the County:

- New Year's Break (Close at 12:00pm New Year's Eve, New Year's Day, Day after New Years (when applicable))
- Martin Luther King Jr's Birthday
- Employee Appreciation Day
- Washington's Birthday
- Eid al Fitr
- Good Friday
- Easter Monday
- Memorial Day
- Eid al Adha
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Election Day (When Applicable)
- Thanksgiving Closure (Wed, Thur, Fri of Thanksgiving)
- Christmas Break (Close at 12:00pm Christmas Eve, Christmas Day, Day after Christmas (when applicable))

#### 6.16. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. The Mid-Atlantic Purchasing Team Cooperative Ride Clause is hereby incorporated into this solicitation. Refer to the County's Website at: <https://www.charlescountymd.gov/home/showpublisheddocument/15127/638182853727870000>

## **7. GENERAL PROVISIONS**

### **7.1. Definitions**

**Bid/Proposal/Quote:** Response submitted to this solicitation, and shall be synonymous with the term's "offer", "proposal", "quote", etc.

**Bid Bond:** The security to be furnished by the quoter/bidder/offeror as a guaranty of good faith to enter into a contract with the COUNTY for the proposed work if such work is awarded to them.

**Bidder:/Offeror/Quoter** The person or persons, partnership, firm, or corporation submitting a quote/bid/proposal for the work contemplated, and shall be synonymous with the terms "quoter", "offeror", etc.

**Commissioners:** The County Commissioners of Charles County.

**County:** The County Commissioners of Charles County, Maryland.

**Contract:** The written agreement executed by the County Commissioners of Charles County and the successful quoter/bidder/offeror, covering the performance of the work and the furnishing of materials required for this project/service. The contract shall include conventional contract or award letter, instructions to quoters/bidders or request for proposals, quote/bid/proposal, general provision, special provisions, addenda, or written instructions pertaining to the method and manner for performing the work, and quoters/bidders/offerors quote/bid/proposal.

**Contingent Item:** Any item listed on the plans or called for in the Special Provisions and included in the quote/bid/proposal merely for the purpose of obtaining a contract price in case it may be needed.

**Contracting Officer:** The Director of the Using Department and includes a duly appointed successor or authorized representative.

**Contracting Authority:** The County Commissioners of Charles County.

**Contractor:** The person or persons, partnership, firm, or corporation who enters into a contract awarded to them by the COUNTY.

**Department:** The authorized division or agency of Charles County Government responsible for the service or work for which the contract will be written.

**Days:** Calendar Days

**Drawings:** All drawings or reproductions thereof pertaining to the work which are approved by the CONTRACTING OFFICER.

**Extra Work:** A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown by the drawings and/or specifications.

**General Provisions:** All requirements and provisions contained in this document.

**Owner:** The entity holding title or having vested interest in the property and rights associated with the property.

**Payment Bond:** The approved form of security executed by the CONTRACTOR and their surety, guaranteeing payment of all labor, materials, supplies and rental of equipment reasonably required and used or consumed in the performance of the contract.

**Performance Bond:** The approved form of security executed by the CONTRACTOR and their surety, guaranteeing complete execution of the contract.

**Special Provisions:** Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

**Specifications:** The General Provisions, Special Provisions, and all written or printed agreements and instructions pertaining to the performance of the work to be performed and/or the quantity and quality of the work/materials to be furnished under the contract.

### **7.2. Indemnification Clause**

The Contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out

of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents, and employees.

### 7.3. Governing Law

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

### 7.4. Payment of Taxes

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

### 7.5. Changes

A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and design);
- (2) In the method or manner of performance of the work;
- (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.

C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, they must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.

E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

### 7.6. Change Orders

A. Additional Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,

(2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of their plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes, when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

**B. Reduced Costs:**

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

### **7.7. Differing Conditions**

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if they find that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.

C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

### **7.8. Termination of Contract for Convenience**

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill their obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- i. Immediately discontinue any part or all services as directed by the County's authorized representative, and
- ii. Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of the CONTRACTOR to fulfill their obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.

D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been affected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.

E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **7.9. Termination for Default - Damages for Delay - Time Extensions**

A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate their right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, they and their sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.

B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and

(2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in their judgment, the findings of fact justify such an extension, and their findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified; accordingly, failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.

F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.

G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.

H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

#### **7.10. Payments to Contractor**

A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.

B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at their discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that they have acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.

C. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

#### **7.11. Material and Workmanship**

All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

#### **7.12. Superintendency by Contractor**

The CONTRACTOR shall give their personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for them.

#### **7.13. Permits and Responsibilities**

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. They shall be similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. They shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

#### **7.14. Conditions Affecting the Work**

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve them from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

#### **7.15. Other Contracts**

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit their own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

#### **7.16. Patent Indemnity**

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

### **7.17. Covenant Against Contingent Fees**

The CONTRACTOR 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, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **7.18. Equal Opportunity**

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The CONTRACTOR will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

### **7.19. Suspension of Work**

A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the public.

B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by their failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

### **7.20. Subcontractors**

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by them in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it themselves if for any reason it becomes necessary or desirable for them to do so. That portion of the specifications beginning with the SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the



CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

#### **7.21. Fair Treatment of Subcontractors and Vendor**

The CONTRACTOR must make payment to any sub-contractor or vendor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or vendor. Contractors may not impose retainage rates upon sub-contractors that are higher than those imposed upon the Contractor by the County.

#### **7.22. Specifications, Standards, and Forms**

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest quote/bid invitation or proposal request shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

#### **7.23. Working Hours Per Day**

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

#### **7.24. Saturdays, Sundays, Holidays, and Night Work**

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

#### **7.25. Contractor Responsible for Overtime Cost**

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTOR at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule for those services as deemed necessary by the COUNTY:

COUNTY Staff .....Actual Cost of Staff

Miscellaneous.....Actual Cost of Staff

Other .....Actual Cost of Staff

#### **7.26. Emergency Work**

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, they will grant permission to the CONTRACTOR to work such hours as may be necessary. Also if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, they may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

### 7.27. Operating and Restoration

The CONTRACTOR shall so conduct their operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and in a condition satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at their expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, their agents, employees, workmen, and subcontractors in the execution of this contract.

### 7.28. Work Stoppage by the County

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions.

### 7.29. Safety and Health

The CONTRACTOR shall conduct their operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as shall be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of notice of deficiencies, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or their representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

### 7.30. Insurance

Refer to *Insurance Section*.

### 7.31. Advertising

No signs or advertisements shall be displayed on the work site except with the prior approval of the CONTRACTING OFFICER.

### 7.32. Federal, State, and Local Taxes

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

### 7.33. Inspection and Acceptance of Work

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of work and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

### 7.34. Errors and Omissions

The CONTRACTOR shall, immediately upon their discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given such error or omission is discovered.

### 7.35. Intent of Specifications

It is the spirit and intent of these documents, specifications, and of any drawing forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general quality of the facility being constructed. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

### 7.36. Disputes

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CONTRACTING OFFICER who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.

The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of their appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.

B. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

### 7.37. Compliance with Federal Employment Regulations

A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.

B. By submitting a quote/bid/proposal in response to this solicitation, the Quoter/Offeree/Bidder/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsible for compliance with this requirement.

C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

### 7.38. Superseding Provisions

Any provision specified elsewhere shall supersede the provisions contained in these *General Provisions*.

## **8. SPECIAL PROVISIONS**

### **8.1. General Description**

The County Commissioners of Charles County are seeking proposals from qualified firms to provide operation and maintenance services for its wastewater flow monitoring network. The Contractor shall operate approximately nineteen (19) permanent flow meters and five (5) rain gauges, provide routine maintenance and calibration, perform daily remote data retrieval, and maintain a secure web-based data platform. Monthly reporting shall include raw and edited datasets, hydrographs, rainfall summaries, confirmation documentation, and quality control certification. Firms must demonstrate experience in wastewater flow monitoring and provide professional engineering oversight for quality control.

### **8.2. Minimum Requirements**

Selected Contractor must be a Professional Engineering firm with experience in municipal wastewater industry that meets the following minimum requirements:

- A. Demonstrate a minimum of five (5) years of experience providing municipal wastewater flow monitoring services, including operation and maintenance of permanent monitoring networks utilizing area-velocity flow meters and rain gauges.
- B. Demonstrate experience operating and maintaining multiple simultaneous monitoring locations, including installation, calibration/confirmation, troubleshooting, telemetry communication, and data QA/QC procedures.
- C. Demonstrate the capability to respond to equipment malfunctions or communication failures within two (2) business days of notification and repair or replace the malfunctioning equipment and restore monitoring functionality within two (2) additional business days, unless otherwise approved by the County.
- D. Contractor shall provide and support a secure web-based data management platform allowing County access to raw and edited datasets, graphical outputs, and data export capability.
- E. Contractor shall provide documentation demonstrating compliance with OSHA safety standards, including confined space entry procedures.
- F. Contractor shall provide Professional Engineer oversight, and monthly QA/QC documentation shall be reviewed and certified by a Professional Engineer licensed in the State of Maryland.

### **8.3. Qualified Signatures**

The Contractor assures that the members of his/her firm who initiate and sign correspondence and attend meetings with County officials and/or its' representatives are technically qualified to carry out these duties. It is expected that all work submitted by the Contractor will be reviewed by a responsible Professional Engineer employed by the Contractor who is in a position to speak or act on behalf of, and make decisions for, the engineer. The Professional Engineer shall sign and seal all submittal documents, reports and cost estimates in accordance with State of Maryland regulations.

### **8.4. Time for Completion - Time of the Essence**

The Contractor shall commence work upon issuance of a Notice to Proceed. A mobilization period of up to thirty (30) calendar days may be provided to confirm monitoring locations, establish communications, and verify reporting formats.

Routine operations, maintenance, and reporting shall occur continuously for the duration of the Contract.

### **8.5. County Furnished Data**

After contract execution and at the request of the Contractor, the County can make available the following information for the express purpose of completing the services required in these Special Provisions:

- A. County existing GIS mapping data;
- B. Monitoring location information;
- C. Historical flow and rainfall datasets;

The Contractor remains responsible for performing all work necessary to fulfill the requirements of this RFP.

#### 8.6. Scope of Services

The Scope of Services for this project includes all incidental work necessary to perform the work identified in this request for proposal. The Contractor shall not commence work under the Scope of Services prior to receiving a written notice from the County in the form of an official Notice-to-Proceed letter from the County's Department of Planning and Growth Management.

The Contractor shall provide comprehensive operation, maintenance, calibration, troubleshooting, data management, and reporting services for the County's wastewater flow monitoring network as detailed in ***Section 9.0 - Proposal Item Descriptions***.

The Contractor shall maintain system uptime in accordance with the performance standards identified in these ***Special Provisions*** and provide monthly reporting summarizing performance metrics.

Payment: There will be no separate payment by the County for performing tasks within the Scope of Services. The cost associated with these items shall be considered incidental expenses and included in the prices to perform the tasks identified in the scope of work.

## 9. PROPOSAL ITEM DESCRIPTIONS

### 9.1. Base Proposal Item A1 - Flow Monitoring Network Operation and Maintenance Services

For purposes of this Contract, the terms monitor, flow monitor, or monitoring network shall include permanent or temporary flow meters, surcharge or level monitors, velocity sensors, rain gauges, telemetry devices, and associated monitoring appurtenances.

The Contractor shall provide comprehensive operation, maintenance, and technical support services for the County's existing permanent telemetric wastewater flow monitoring network. The current network consists of nineteen (19) permanent area-velocity flow meters with associated sensors and five (5) permanent rain gauges. A detailed inventory of the currently installed monitoring equipment and a location map identifying the installed monitoring sites are provided in *Section 13 - Appendices - Appendix A - Existing Flow Monitoring Equipment Inventory and Existing Monitoring Location Map*.

The Contractor's responsibilities under this item shall include, but not be limited to, the following:

- Continuous operation and maintenance of all flow meters and rain gauges within the monitoring network.
- Provision of all replacement parts, sensors, batteries, mounting hardware, and other monitoring equipment necessary to maintain reliable system performance.
- Daily remote communication with each monitoring device to retrieve accumulated data, confirm operational status, and identify potential equipment or telemetry issues.
- Routine field maintenance, inspection, cleaning, and troubleshooting at a frequency sufficient to ensure accurate data collection and maintain a minimum overall system uptime of ninety percent (90%).
- Documentation of both edited and unedited data uptime for each monitoring location, including identification of causes of data loss and documentation of corrective actions taken to restore full operation.
- Continuous monitoring of telemetry alarms and sanitary sewer level (SSL) notifications to identify abnormal flow conditions, equipment malfunctions, or communication failures.
- Investigation of monitoring data indicating potential sanitary sewer overflow (SSO) events and notification to the County within twenty-four (24) hours of identification.
- Preparation and submission of a written report within one (1) to three (3) calendar days following identification of a potential SSO event or abnormal condition, including findings, supporting data, analysis performed, corrective actions taken, and confirmation that monitoring functionality has been restored. Supporting data and analysis shall be provided to the County upon request.
- Calibration and confirmation of monitoring equipment in accordance with manufacturer recommendations and County requirements, including confirmation at installation, during an initial two-week assessment period following installation, and at least quarterly thereafter.
- Additional confirmations following any repair, sensor replacement, or relocation of monitoring equipment.
- Management, storage, quality control, and reporting of all flow and rainfall data collected under this Contract through a secure web-based data management and visualization platform accessible to the County. Such access shall include up to twenty (20) authorized County users.
- Coordination with the County's designated Mattawoman Infiltration and Inflow (I&I) Program Manager, including participation in meetings, sharing monitoring data and analytical summaries, responding to data clarification requests, and supporting basin prioritization, model calibration, or rehabilitation evaluation efforts as directed by the County.

**Payment:** Shall be made on a monthly lump-sum basis covering the operation and maintenance of the existing monitoring network described herein. The monthly lump-sum price shall apply to the existing nineteen (19) flow meters and five (5) rain gauges and shall include all costs associated with routine monitoring, telemetry alarm review, SSL response, troubleshooting, corrective action, equipment maintenance, and restoration of system performance.

### 9.2. Base Proposal Item A2 - Data Review, Quality Control, and Monthly Reporting

The Contractor shall perform continuous data review and quality control of all flow and rainfall data collected under this Contract. Data review activities shall be conducted no less than five (5) days per week, Monday through Friday, to identify data anomalies, equipment issues, or potential calibration concerns.

The Contractor shall prepare and submit monthly deliverables that include, at a minimum, edited and unedited flow and rainfall datasets for each monitoring location; graphical summaries such as hydrographs, scattergraphs, and rainfall hyetographs; and confirmation reports documenting field-measured depth and velocity values compared to sensor readings at the time of confirmation. Monthly deliverables shall also include a Depth-Duration-Frequency (DDF) analysis for storm events using data from each rain gauge.

In addition to the monthly reporting requirements described above, the Contractor shall prepare an Annual Flow Monitoring Summary Report summarizing monitoring system performance for the reporting period. The annual report shall include a summary of system uptime statistics, rainfall and flow trends, significant storm events, equipment maintenance activities, and any recommended improvements to monitoring locations, equipment performance, or data management practices.

When requested by the County, the Contractor shall perform analyses of infiltration and inflow characteristics using the monitoring data and shall provide both raw and edited depth and velocity datasets in electronic format. A Quality Control checklist shall be completed for each monitoring location and submitted with the monthly deliverable. The QC checklist shall be signed and sealed by a Professional Engineer licensed in the State of Maryland. Preliminary datasets may be required within one (1) week of data collection, with final QA/QC-reviewed datasets submitted within thirty (30) days.

**Payment:** Shall be made on a monthly lump-sum basis and shall include all costs associated with data review, quality control, reporting, and Professional Engineer certification.

### 9.3. Base Proposal Item A3 - Web-Based Data Management and Software Platform

The Contractor shall provide, operate, and maintain a secure, web-based software platform for the storage, visualization, and retrieval of all flow and rainfall data collected under this Contract. The platform shall be accessible to authorized County staff for the duration of the Contract at no additional cost. The Contractor shall provide user access credentials for up to twenty (20) County staff members, as designated by the County, and shall allow the County to modify user assignments during the term of the Contract.

At a minimum, the platform shall allow users to view, download, and export raw and edited datasets; generate hydrographs, scattergraphs, and rainfall plots; and access archived monitoring data for long-term analysis. The Contractor shall provide technical support and system administration services necessary to ensure continuous availability of the platform. The platform may include alarm and notification features for abnormal flow conditions or potential sanitary sewer overflow indicators and may support data export through an application programming interface (API) or secure file transfer.

**Payment:** All costs associated with software licensing, hosting, maintenance, user access, and technical support shall be included in the monthly lump-sum Proposal Item price. User access for up to twenty (20) County staff members shall be included in the monthly lump-sum price and shall not result in additional licensing or subscription fees to the County.

### 9.4. Base Proposal Item A4a, A4b, and A4c - Flow Monitor Installation, Relocation, and Removal Services

The Contractor shall furnish all labor, equipment, materials, and safety measures necessary to install, relocate, or remove flow monitors and rain gauges at locations designated by the County. Prior to installation or relocation, the Contractor shall perform site investigations to verify hydraulic suitability, access conditions, and safety requirements. Existing monitoring locations and equipment are identified in *Section 13 - Appendices - Appendix A - Existing Flow Monitoring Equipment Inventory and Existing Monitoring Location Map*. The County currently maintains three (3) spare flow meters and one (1) spare rain gauge that are not presently installed in the monitoring network. These spare units may be deployed during the Contract term for replacement of failed equipment, temporary monitoring assignments, or expansion of the monitoring network as directed by the County. Deployment of spare County-owned equipment shall not constitute a change in scope and shall be incorporated into the monitoring network in accordance with the pricing structure established in this Contract.

The County may increase or decrease the number of monitoring locations during the Contract term. Installation, relocation, or removal services shall be performed upon written authorization by the County and compensated in accordance with the unit prices established in the Cost Proposal Form. Installation activities may include confined-space entry and shall comply with all applicable

federal, state, and local safety regulations. The Contractor shall coordinate all installation, relocation, and removal activities with the County and shall provide documentation for each completed activity.

**Payment:** Installation, relocation, or removal services shall be made on a unit-price basis per monitoring location as established in the *Cost Proposal Form*. No minimum quantity of installations, relocations, or removals is guaranteed under this Contract. Contractors shall provide unit pricing per monitoring location for installation, relocation, or removal services. Unit prices shall include all labor, equipment, materials, traffic control, confined space entry, and incidental costs necessary to complete the work.

#### 9.5. Contingency Item B1 - Special Studies and Engineering Data Analysis Services

Upon written authorization by the County, the Contractor shall provide additional engineering analysis and technical evaluation services related to wastewater flow monitoring and rainfall data beyond the routine services described in Base Proposal Items A-1 through A-4. Such services may include, without limitation, infiltration and inflow (I/I) evaluations by basin; development of dry-weather flow profiles; calculation of groundwater infiltration and peak inflow rates; comparative historical data analyses; identification and prioritization of sewer basins for further investigation; assessment of rehabilitation effectiveness; support for hydraulic model calibration; preparation of technical memoranda; and analytical support related to sanitary sewer overflow investigations or abnormal flow events. Services under this contingent item shall be analytical and engineering in nature and shall not include field investigation activities such as closed-circuit television inspection, smoke testing, dye testing, or physical sewer rehabilitation work, which shall be performed under separate procurement mechanisms as determined by the County. All services provided under this item shall be performed under the responsible charge of a Professional Engineer licensed in the State of Maryland.

**Payment:** Shall be made on an hourly basis. For evaluation purposes, proposers shall assume a total of one hundred (100) labor hours for this item. This quantity is provided solely to establish a consistent basis for comparing proposals and does not represent a guaranteed amount of work. Actual hours authorized by the County may be greater or less depending on project needs.

#### 9.6. Contingency Item B2a - Additional Flow Monitoring Equipment (Area-Velocity Flow Meter) and Contingency Item B2b - Additional Flow Monitoring Equipment (Rain Gauge)

The County may elect to expand the monitoring network or replace existing monitoring equipment during the term of this Contract. The Contractor shall provide pricing for the supply of additional monitoring equipment compatible with the County's existing flow monitoring system.

For evaluation purposes only, the estimated quantities are:

- Up to four (4) area-velocity flow meters
- Up to one (1) rain gauges

These quantities are provided for pricing purposes only and do not represent a guaranteed purchase. The County reserves the right to purchase any, all, or none of the listed equipment during the term of the Contract.

Equipment pricing shall include all necessary sensors, telemetry components, mounting hardware, and accessories required for integration with the County's monitoring network.

**Payment:** For equipment supplied under this contingent item shall be made on a per-unit basis and only upon written authorization by the County. Unit prices shall include all equipment, sensors, telemetry components, mounting hardware, and associated accessories required for the equipment to be fully compatible with the County's existing monitoring network. Installation of equipment purchased under this contingent item shall be compensated separately in accordance with the unit pricing established under *Base Proposal Item A4 - Flow Monitor Installation, Relocation, and Removal*.



## 10. PROPOSAL SUBMITTALS

### 10.1. Provide the company formation date.\*

A qualified Quoter, Bidder, or Offeror must be actively engaged as a legal entity in the field of work described in *Section 4.4* for a period of no less than five (5) at the due date for quote/bid/proposal.

Month/Day/Year as ##/##/####

(e.g.: "11/08/2015")

\*Response required

### 10.2. Certification of agreement to solicitation terms and providing legally binding response.\*

I certify that I have read, understood and agree to all the terms and conditions in this solicitation, and that I am authorized to submit this legally binding response on behalf of my company.

☐ Please confirm

\*Response required

### 10.3. Acknowledgement of addenda and supplements.\*

Quoters, Bidders, Offerors shall acknowledge receipt of all addenda and supplements issued by the County in the ***eProcurement Portal***. If it becomes necessary to revise any part of this solicitation, a supplement to the solicitation will be issued formally via an addendum posted on the County ***eProcurement Portal***. Oral statements made by the County personnel shall not bind the County and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement. It is the responsibility of the Quoter, Bidder, Offeror to check the County ***eProcurement Portal*** as frequently as necessary to obtain all updates and addenda to the solicitation.

☐ Please confirm

\*Response required

### 10.4. Certification of good standing.\*

Quoter, Bidder, Offeror shall acknowledge compliance with the following:

In order to be eligible for award, Quoter, Bidder, Offeror shall meet the following conditions prior to contract award.:

- A. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- B. All payments to Charles County Government have been paid and are not delinquent.
- C. Their firm is in "good standing" with the State of Maryland Department of Assessments and Taxation.

☐ Please confirm

\*Response required

### 10.5. Specific terms and conditions certification.\*

By submitting a quote, bid, proposal in response to this RFQ, ITB, RFP, the Quoter, Bidder, Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the RFQ, ITB, RFP or any Appendices is made part of this solicitation package. Specifically, the Quoter, Bidder, Offeror also acknowledges the following:

- A. The contact information provided shall be used by the County to communicate with Quoter, Bidder, Offeror.
- B. The Quoter, Bidder, Offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- C. The Quoter, Bidder, Offeror complies with and takes no exceptions to all requirements of the RFQ, ITB, RFP.

- D. The quote, bid, proposal is valid for a minimum of one hundred twenty (120) days from the final quote, bid, proposal due date.
- E. The quote, bid, proposal is submitted in accordance with the County's Notice to Quoters, Bidders, Offerors requesting quotes, bids, proposals to be received for the work outlined in the RFQ, ITB, RFP.
- F. The Quoter, Bidder, Offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- G. The Quoter, Bidder, Offeror agrees to furnish all services as outlined in the RFQ, ITB, RFP for the prices listed on the Quotation, Bid, Cost Proposal Form.
- H. The Quoter, Bidder, Offeror is cautioned and agrees that the dollar amount of a quote, bid, proposal is a business decision of the bidder and should take into consideration the costs of doing business, such as: resources required to perform, business risk, etc.
- I. The Quoter, Bidder, Offeror agrees not to engage in any discriminatory practices and affirms that it has implemented policies and/or procedures to prevent discrimination in its operations. The Contractor further agrees to provide evidence of such policies/procedures upon request.

☐ Please confirm

\*Response required

#### 10.6. Respondent Submission Package

##### 10.6.1. Reference Forms - Three (3)\*

The form is accessible when logged in to the eProcurement Portal. Download the below document, complete, and upload. Download the below document, complete, and upload.

Bidder/Offeror/Quoter must provide the number of projects successfully completed in the time period specified in the Solicitation Document(s), similar in nature and scope to the work required in the solicitation. "Completed" means accepted and final payment issued by the Owner. Firms which, in the sole opinion of the County, lack sufficient specific experience, may be deemed non-responsible, and will not be considered for this project. **Incomplete forms or statements such as "See Attached" may be deemed non-responsive.** This form may be duplicated if additional space is required. Letters of testament are desirable, but not required.

- [Reference Form - 3.docx](#)

\*Response required

##### 10.6.2. Vendor Disclosure Form\*

The form is accessible when logged in to the eProcurement Portal. Download the below documents, complete, and upload.

- [Vendor Disclosure Form - Fi...](#)

\*Response required

##### 10.6.3. Proposed Sub Contractors Form\*

The form is accessible when logged in to the eProcurement Portal. Download the below document, complete, and upload. Download the below document, complete, sign, and upload.

- [Proposed Sub Contractors Fo...](#)

\*Response required

##### 10.6.4. Minority and Women-Owned Business Enterprise (MWBE) Compliance Plan Forms\*

The form is accessible when logged in to the eProcurement Portal. Download the below document, complete, sign where applicable, and upload.

- [MWBE Compliance Plan Forms ...](#)

\*Response required

#### 10.6.5. Non-Collusion Affidavit Form\*

The form is accessible when logged in to the eProcurement Portal. Download the below document, complete, and upload. Download the below document, complete, sign, notarize, and upload.

- [Non-Collusion Affidavit For...](#)

\*Response required

#### 10.6.6. Respondent Technical Proposal Package Submittal\*

Upload your complete technical proposal package response, including any and all required forms listed in the solicitation and the corresponding attachments.

*Refer to Section 3. - Technical Proposal Submission Content Section.*

**(Do not upload cost information)**

\*Response required

#### 10.6.7. OPTIONAL: Respondent Redacted Submission Package - Maryland Public Information Act Notice

***Requests for Proposals and Requests for Qualifications only.*** If applicable, upload your complete redacted submission package, including any and all required forms listed in the solicitation and the corresponding attachments.

Offerors should give specific attention and identification of those specific portions of their submissions which they deem to contain confidential and/or proprietary information. ***Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure*** by the County upon request under the Maryland Public Information Act. ***Offerors/ may not declare their entire bid/proposal/quote package to be confidential or proprietary.*** Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

## 11. COST PROPOSAL FORM

### BASE PROPOSAL ITEMS

Quantities are estimated and for evaluation purposes only.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A1	Flow Monitoring Network Operation and Maintenance Services	12	Per Month		
A2	Data Review, Quality Control, and Monthly Reporting	12	Per Month		
A3	Web-Based Data Management and Software Platform	12	Per Month		
A4a	Flow Monitor Installation Services	5	Each		
A4b	Flow Monitor Relocation Services	5	Each		
A4c	Flow Monitor Removal Services	5	Each		
<b>TOTAL</b>					

### CONTINGENCY ITEMS

Contingency items may or may not be used and are not guaranteed. Quantities are estimated and for evaluation purposes only.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B1	Special Studies and Engineering Data Analysis Services	100	Hourly		
B2a	Additional Flow Monitoring Equipment (Area-Velocity Flow Meter)	4	Each		
B2b	Additional Flow Monitoring Equipment (Rain Gauge)	1	Each		
<b>TOTAL</b>					

## 12. INSURANCE

### 12.1. INSURANCE REQUIREMENTS

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance (only those selected are applicable):

Applicable	Provision	Description
X	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:  i. Bodily Injury:       \$1,000,000 per person \$2,000,000 per occurrence  ii. Property Damage: \$500,000 per occurrence
X	Worker's Compensation	In compliance with Maryland Statutory Liability
X	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
X	Employers Liability Insurance	A.   \$500,000 each accident for injury  B.   \$500,000 each employee, \$500,000 aggregate for disease
	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
X	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
	Builder's Risk Insurance	The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder's risk policy.  This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.

	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
	Installation Floater	<p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, installation floater insurance for the installation of machinery and/or equipment into an existing structure, written on an “all risk”, replacement cost and completed value form basis in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until after final completion and 10 days after acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured/loss payee on such installation floater policy.</p> <p>This insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance coverage to protect the interest of the County, Contractor, subcontractor(s), architects and engineers including property in transit, property stored on or off site which shall be part of the project. The policy shall insure all work, labor and materials furnished by the Contractor and the Contractor’s subcontractors against loss occasioned by fire, lighting, windstorm, theft, vandalism, malicious mischief, collapse, earthquake, flood. Policy shall include coverage for debris removal and reasonable compensation of Architect’s and Contractor’s services and expenses required as a result of such insured loss.</p>

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder’s rating of A or better and a financial size of X or larger from Best’s Key Rating Guide.

3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name “The County Commissioners of Charles County” (or other name as directed by the County) as an additional named insured:

- A. Commercial automobile bodily injury and property damage insurance
- B. Commercial General Liability
- C. Builder’s Risk
- D. Excess Umbrella Liability

4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible

for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.

5. The providing of any insurance required herein does not relieve the successful Bidder of any of the responsibilities or obligations assumed by the Bidder in the Contract awarded or for which the Bidder may be liable by law or otherwise.

6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

# Charles County Commissioners



## ***PREPARED BY:***

**Charles County Government**  
**Department of Fiscal & Administrative Services**  
**Purchasing Division**  
200 Baltimore Street • La Plata, Maryland 20646  
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**Mission Statement:** The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

**Vision Statement:** Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

**Equal Opportunity Employer:** It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.