



**ANNOUNCEMENT  
ANNE ARUNDEL COUNTY, MARYLAND  
Annapolis, Maryland**

**FULL DELIVERY OF TURNKEY WATER QUALITY IMPROVEMENTS  
RFP NO. 18-029R  
NOTICE TO OFFERORS**

Specifications and Proposals for providing the subject items or services are available at the Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **4:00 P.M.**, local time, **FRIDAY, January 12, 2018**, at the same location after which they will be acknowledged. **Proposals received after the above-referenced time set for opening will be rejected and returned unopened.**

To all Offerors: Anne Arundel County Purchasing Division will no longer automatically mail complete RFP packages. Instead, we encourage anyone receiving this Notice to review and download an RFP package from either the County website at [www.aacounty.org](http://www.aacounty.org), or <https://emaryland.buyspeed.com/bsol>. A copy of the RFP package may also be picked up at the above address during normal business hours.

**\*\*IMPORTANT NOTICE:** Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to the deadline for submitting a Proposal. It is the potential Offeror's responsibility to frequently visit the Purchasing Division's website <http://www.aacounty.org/departments/central-services/purchasing/solicitations/> to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to deadline for submitting proposals, all Offerors shall register for this Request for Proposals with the County Purchasing Division by calling 410-222-7620. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.\*\*

**A Pre-Proposal Conference has been scheduled for November 16, 2017, at 1:00 P.M. at Anne Arundel County in the Chesapeake Room located at 2664 Riva Road, 2<sup>nd</sup> Floor, Annapolis, MD 21401. All Offerors are strongly encouraged to attend. This RFP will be discussed, and Offerors' questions will be answered.** Offerors should register for the Pre-Proposal Conference at least 48-hours in advance of the meeting date and time by contacting the Buyer, Kim Lee at 410-222-4142. If no Offerors register, the meeting may be cancelled without further notice to the Offerors. **No recording of any kind by the public will be allowed at any pre-proposal conference. FOR ADA ACCESSIBILITY ASSISTANCE ONLY:** Anyone needing special ADA accommodations must contact Amy Lanham, at 410-222-7630, or by email [rmlanh40@aacounty.org](mailto:rmlanh40@aacounty.org). TTY users call through Maryland Relay 7-1-1 at least seven days in advance of the event. All materials are available in alternative formats upon request. Otherwise, contact the Buyer as noted on the front page for everything else. **Do not contact Ms. Lanham for anything other than ADA accessibility assistance.**  
**Note:** Questions concerning this RFP shall be directed to Kim Lee, Buyer, 410-222-4142.

Andrew Hime  
Purchasing Agent  
November 6, 2017

## SOLICITATION CHECK LIST

### This Checklist is Provided for Your Convenience

- \_\_\_\_\_ Proposal shall be delivered to the County Purchasing Division no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- \_\_\_\_\_ Did an authorized company representative sign the Proposal?
- \_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form?
- \_\_\_\_\_ Did you include the required signature authority documents, if required?
- \_\_\_\_\_ Did you include a signed copy of the completed Vendor Information Form?
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to <http://sdat.resiusa.org/UCC-Charter/Pages/CharterSearch/default.aspx>
- \_\_\_\_\_ If this Solicitation requires a Proposal Deposit, did you include one?
- \_\_\_\_\_ Did you provide the required number of copies of your response?
- \_\_\_\_\_ Is the outside of the submittal envelope or box marked with the Proposal Number, the title, the due date, your company name, and your company address?

### MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted with your Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Proposal, the Proposal shall be considered null and void, and therefore, will be rejected.

- (A) Technical and Cost Proposals (Originals)

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**1.0 GENERAL INFORMATION AND SPECIFICATIONS**

The paper hard copy version of the Request for Proposal (“RFP”) as released by the Anne Arundel County Purchasing Division shall prevail over any electronic versions.

**1.1 Introduction**

- 1.1.1 Anne Arundel County, Maryland (“County”) is soliciting proposals from qualified water quality improvement contractors to carry out the implementation of new water quality improvement practices (to include design, permitting, construction, and potentially maintenance) on private properties throughout Anne Arundel County.
- 1.1.2 There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this RFP.
- 1.1.3 The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Successful Offeror (the “Contractor”).

**1.2 Term of Engagement**

The obligations of the County under any contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

The term of the Contract shall continue until completed by the Contractor and work has been deemed acceptable by the County.

**1.3 Subcontracting**

The County will enter into a Contract with the Contractor only. The Contractor shall be responsible for products and services required by the RFP. Subcontractors, if any, shall be identified in the Proposal with a complete description of their role relative to the Offeror. The name and credentials of any proposed subcontractors shall be clearly identified in the Proposal.

**1.4 Request for Clarification of Requirements**

Prospective Offerors may make a written request concerning this RFP to obtain clarification of requirements. No requests for clarification of requirements will be accepted after the date and time specified in this RFP. Questions shall be submitted in writing.

Direct all requests and correspondence in writing to:

Anne Arundel County Purchasing Division  
Office of the Purchasing Agent, Attn: Kim Lee  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401  
Fax: (410) 222-7624  
eMail: phlee200@aacounty.org

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All envelopes containing questions shall be clearly marked "Inquiry for RFP, No. 18-029R Full Delivery of Turnkey Water Quality Improvements" to facilitate handling and distribution.

## **1.5 Time Requirements**

### **1.5.1 Proposed Calendar**

The following is a list of key dates up to and including the date Proposals are due to be submitted:

Request for Proposal Issued	November 6, 2017
Pre-Proposal Conference	November 16, 2017, at 1:00 p.m. local time
Deadline for submitting request for clarification of requirements	December 1, 2017, at 4:30 p.m., local time
Proposal Closing Date/Time	January 12, 2018, at 4:00 p.m., local time
Successful Offeror Notified	March 31, 2018 (approximate)
Contract Start Date	June 1, 2018

### **1.5.2 Pre-Proposal Conference**

1.5.2.1 A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 1:00 p.m., local time, on November 16, 2017, at Anne Arundel County Planning & Zoning, Heritage Office Complex, 2664 Riva Road, 2nd Floor, Chesapeake Room, Annapolis, Maryland, 21401, to answer questions about the RFP and the goods or services to be provided hereunder. Both verbal and written questions will be accepted during the Conference. While attendance is not mandatory, all Offerors are encouraged to attend. All interested parties shall be provided with a copy of the minutes of the Pre-Proposal Conference by addendum.

1.5.2.2 While every effort will be made to answer any questions concerning this RFP raised by potential Offerors at the Pre-Proposal Conference, such answer shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum.

1.5.2.3 Offerors should register for the Pre-Proposal Meeting at least 48-hours in advance of the meeting date and time by contacting the Buyer, Kim Lee at 410-222-4142. If no Offerors register, the meeting may be canceled without further notice to the Offerors.

1.5.2.4 No recording of any kind by the public will be allowed at any pre-proposal conference.

1.5.2.5 **FOR ADA ACCESSIBILITY ASSISTANT ONLY:** Anyone needing special ADA accommodations must contact Amy Lanham, at 410-222-7630, or by email [rmlanh40@aacounty.org](mailto:rmlanh40@aacounty.org) . TTY users call through Maryland Relay 7-1-1 at least seven days in advance of the event. All materials are available in alternative formats upon request. Otherwise, contact the Buyer as noted on the front page for everything else. **Do not contact Ms. Lanham for anything other than ADA accessibility assistance.**

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1.5.3 **Clarifications/Discrepancies or Omissions**

1.5.3.1 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent. The deadline for submitting a written request for clarification of requirements is December 1, 2017, at 4:30 p.m., local time. The County Purchasing Agent will respond by notifying all Offerors by written addendum.

1.5.3.2 Any Offeror finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing no later than December 1, 2017, at 4:30 p.m., local time. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will respond by notifying all Bidders by written addendum of any interpretations made of the Specifications.

1.5.4 **RFP Closing Date**

1.5.4.1 Technical Proposals and Cost Proposals, separately sealed and prominently marked, shall be received in the County Purchasing Division, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401 no later than Friday, January 12, 2018, at 4:00 pm, local time. There will be no public opening. Proposals submitted in response to this RFP are irrevocable for 120 days after the RFP closing date.

1.5.4.2 It is the responsibility of the Offeror to ensure that their Proposal is received in the Purchasing Division before the deadline. Offerors mailing Proposals shall allow ample mail delivery time to ensure timely receipt of their Proposals. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. Timely receipt of Proposals shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that the Purchasing Office personnel stamp their Proposals by the deadline indicated.

1.5.4.3 Submissions shall be clearly identified on the outside of the packet as Proposals for the Anne Arundel County RFP No. 18-029R Full Delivery of Turnkey Water Quality Improvements. Proposals will not be accepted by facsimile or e-mail transmission.

1.5.4.4 Each Proposal shall be accompanied by the notarized Affidavit (non-collusion oath with respect to bribery) on the form attached and executed by the Offeror. In the event the Offeror is not an individual, the Affidavit shall be executed by a duly authorized representative of the Offeror.

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**1.6 General Information for Offerors**

1.6.1 **Communications**

Contact with any County representative concerning this RFP, other than as stated herein, is prohibited. "County representative" shall include, but not be limited to, all elected and appointed officials, County employees, and members of the Evaluation Committee.

1.6.2 **Reservations**

1.6.2.1 The Purchasing Agent may reject all Proposals and cancel the RFP, may reject parts of all Proposals, or may reject all Proposals for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

1.6.2.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Proposals as the interest of the County may require.

1.6.2.3 The quantities appearing in this RFP are approximate only and are prepared for the canvassing of proposals. Payment to the Successful Offeror will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the RFP.

1.6.2.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.

1.6.2.5 The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

1.6.3 **Addenda**

1.6.3.1 **\*\*IMPORTANT NOTICE\*\***: The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/departments/central-services/purchasing/solicitations/> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to the Proposal due date, all Offerors shall register for this Request for Proposals with the County Purchasing Division by calling 410-222-7620. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.

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1.6.3.2 Addenda become part of the RFP and shall be acknowledged by each Offeror. Failure to acknowledge any addenda shall not relieve the Offeror of compliance with the terms thereof. The County assumes no responsibility for oral communications.

1.6.4 **Disclaimer**

All information in this RFP is based on the best data available. The County, however, does not warrant the accuracy of this information or the underlying data. Each Offeror bears the responsibility for making its own assessment of the information and posing questions according to the procedures set forth herein.

1.6.5 **Economy of Preparation**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to satisfy the requirements of this RFP.

1.6.6 **Incurred Expenses**

Offerors are responsible for all costs associated with responding to this RFP, including Proposal preparation and submission and travel costs incurred in connection with oral presentations or other pre-award procedures.

1.6.7 **Acceptance of Terms and Conditions**

By submitting a Proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

1.6.8 **Public Information Act Notice**

Offerors shall identify any portions of their Proposals deemed to contain confidential or proprietary information or trade secrets and provide justification of why such material, upon request, should not be disclosed in accordance with the Public Information Act, Annotated Code of Maryland, General Provisions Article ("GP"), § 4-101 et seq.

1.6.9 **Evidence of Contractor Responsibility**

The County may require Offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary, to determine Offeror responsibility, to verify Offeror performance in similar installations, to determine reliability and suitability for intended use of products offered, and to verify the accuracy of information contained in Offeror's Proposal.

1.6.10 **Ownership and Retention of Records**

All reports, drawings, and other data prepared in connection with the work contemplated by this RFP shall become the property of the County. The Successful Offeror shall retain all records and documents related to work performed under any Contract awarded pursuant to this RFP for at least three (3) years after final Contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.



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1.6.11 **Signatures Required for Legal Entities (for Contracts Exceeding \$150,000)**

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

**TYPE OF LEGAL ENTITY:**

Company/Corporation or Professional Service Corporation  ( <i>"Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A."</i> )	NO PROOF NEEDED IF SIGNED BY:  President, Vice President, Chief Executive Officer or Chief Operating Officer)	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY:  Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  Statement of Partnership Authority
Limited Partnerships ( <i>"L.P."</i> )	NO PROOF NEEDED IF SIGNED BY:  General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  Certificate of Limited Partnership
Limited Liability Company / Corporation  ( <i>"LLC" or "LC"</i> )	NO PROOF NEEDED IF SIGNED BY:  Member	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships  ( <i>"L.L.P." or "LLLP"</i> )	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

**1.7 Executive Order #14**

1.7.1 Offerors providing goods or services to the County shall be advised that, as a condition of doing business with the County, they are required to comply with all applicable laws and regulations relating to the employment of aliens.



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- 1.7.2 Offerors providing goods or services to the County shall be advised that, if an Offeror fails to comply with applicable laws and regulations relating to the employment of aliens, such failure shall constitute a material breach of the Offeror's contractual relationship with the County and may be grounds for termination of the contractual relationship.
- 1.7.3 If an Offeror providing goods or services to the County does not comply with applicable laws and regulations relating to employment of aliens, the County may declare the Offeror in breach of the Offeror's contractual relationship with the County and, thereafter, shall take all reasonable steps to terminate the County's contractual relationship with the Offeror.

## **1.8 Substitutes**

- 1.8.1 When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.8.2 For all items not designated "no substitutes", the County will consider a "County-approved equivalent". Equivalent items will be considered provided descriptive literature and specifications accompany the RFP response. Each Offeror shall indicate in its Proposal "as specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Offeror shall indicate clearly the goods on which it is proposing, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be included in the Proposal.

## **1.9 Safety Data Sheets**

If goods provided to the County, including any chemicals or products, contain any ingredients that could be hazardous or injurious to a person's health, a safety data sheet ("SDS") shall be provided to the Purchasing Agent by the Successful Offeror. This requirement also applies to any goods used by the Successful Offeror when providing a service to the County.

## **1.10 Inspection**

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

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**1.11 Law and Regulations**

The Successful Offeror shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Offeror shall protect and indemnify the County and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Offeror and by any subcontractors, agents, or employees.

**1.12 References and Alternate Terms**

Any reference that may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Offeror and shall be disregarded by the County.

**1.13 Integration**

The RFP, the Successful Offeror's Proposal, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties herein.

**1.14 Most Favored Public Entity**

The Successful Offeror agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

**1.15 Warranty and Service**

The Successful Offeror warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

**1.16 Delivery of Services**

The County Purchasing Agent reserves the right to charge the Contractor fifty dollars (\$50) per working day for each day the services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Proposal Deposit or final payment, or charged back to the Contractor.

**1.17 Proposal Deposit**

This Section is deleted from this RFP.

**1.18 Returned Goods Policy**

This Section is deleted from this RFP.

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**1.19 Performance, Labor, and Material Bonds**

This Section is deleted from this RFP.

**1.20 Independent Contractor**

In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

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## **2.0 NATURE OF SERVICES REQUIRED**

### **2.1 Background**

- 2.1.1 The Anne Arundel County Watershed Protection and Restoration Program (WPRP) was created to lead the County's clean water efforts associated with its Municipal Separate Storm Sewer System (MS4) and the Chesapeake Bay Total Maximum Daily Load (TMDL). The County has up to \$6,100,000 to provide the most cost-effective pollutant (i.e. nitrogen, phosphorus, sediment) reductions and equivalent "impervious acres treated" on private lands throughout the County. The County desires to treat the most impervious surface acres possible, which are currently untreated to the maximum extent practicable (MEP), and secure the greatest pollutant load reductions possible by achieving Maryland Department of the Environment (MDE) water quality credits per the "Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated: Guidance for National Pollutant Discharge Elimination System Stormwater Permits, August 2014" (to include design, permits and plans, install, and potentially, maintenance).
- 2.1.2 The County reserves the right to issue similar Request for Proposals for additional locations if in the best interest of the County.

### **2.2 Scope of Work to be Performed**

- 2.2.1 Anne Arundel County, Maryland (the "County"), is seeking an experienced water quality improvement contractor/offeror to carry out the implementation of new water quality improvement practices (to include design, permitting, construction, and, potentially, maintenance) on private properties throughout Anne Arundel County.
- 2.2.2 The Successful Offeror shall be responsible for obtaining a permanent stormwater easement or an alternative, perpetual agreement to cover the proposed Best Management Practices (BMPs) that assigns all natural services, functions, values, and credits for the practice to the County, and allows the County to perform future inspections, and maintenance responsibilities. All such documents shall be pre-approved by the County.
- 2.2.3 The Developer and Owners will assign to the County any and all mitigation, natural service, and water quality improvement Credits associated with or generated by the Project. The Developer and/or Owner may not resell or use these credits in any way in relation to another permit requirement, as compensation for another resource, or to satisfy the requirements of any other program.
- 2.2.4 Offerors shall choose only sites that fall on private property within the County's Municipal Separate Storm Sewer System (MS4) geography. A map of that area can be found at: <http://www.aacounty.org/departments/public-works/wprp/forms-and-publications/County%20MS4%20Jurisdictional.pdf> .
- 2.2.5 Offeror may include multiple sites; however, all sites shall be included in the total proposal presented.

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- 2.2.6 Any proposed water quality improvement projects shall have been completed after November 17, 2016.
- 2.2.7 The Successful Offeror shall be responsible for obtaining all necessary County, State, and Federal permits and approvals for all projects.
- 2.2.8 The water quality improvement projects shall be eligible for water quality credits (i.e., nitrogen, phosphorus, and sediment reduction and “impervious acreage treated”) consistent with current MDE standards in place at the time of construction.
- 2.2.9 If applicable to the practice, the Offeror shall include five (5) years of functional maintenance to industry standards or above (anything needed to ensure the facility is treating water quality as intended for MDE credit to include, but not limited to: removing sediment; repairing clogs, underdrains, or broken structures; regrading, resizing or readjusting; vegetative replacement; etc.)
- 2.2.10 Offeror shall also include all associated costs related to two (2) years of aesthetic maintenance (weeding, plant replacement, watering, mulching, etc.). This maintenance shall be in accordance with acceptable industry standards and County approval.
- 2.2.11 Successful Offeror shall meet with the County at a minimum, biannually for updates, progress report review, and discussion of plans for the upcoming year during the course of the project.
- 2.2.12 The Successful Offeror shall provide the County with an invoice upon completion of the project and acceptance by the County.
- 2.2.13 The Offeror shall have the financial stability to cover all its expenses until the project is completed and accepted by the County for payment.

**2.3 Successful Offeror/Contractor’s Responsibilities**

- 2.3.1 The Successful Offeror/Contractor shall provide the County with copies of documents related to any permit within 10 business days upon request by the County.
- 2.3.2 The Successful Offeror/Contractor shall be responsible for obtaining all the necessary access rights by all applicable owners of any private property where the work is to be completed. The County reserves the right to review and approve all access rights agreements/ land-use agreements obtained by the potential Contract as part of the bid submission packet. Additionally, the County reserves the right to access and review any easement or land use agreement prior to, or during, the commencement of work. Furthermore, the Successful Offeror/Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability that could arise out of improper or unauthorized trespassing that could occur in execution of this work.
- 2.3.3 The Successful Offeror/Contractor shall be required to schedule its work to cause the least amount of inconvenience to private property owners. The work shall remain within the limits of right-of-ways and specified working areas approved by the landowner.

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- 2.3.4 The Successful Offeror/Contractor shall be required to protect adjacent property from damage, or residents from possible injury, taking appropriate measures whenever necessary.
- 2.3.5 Trees and shrubs in areas designated as working strips shall be protected from damage unless marked for removal as part of the approved plan. In areas designated as temporary grading easements, trees shall be protected and preserved where feasible.
- 2.3.6 The Successful Offeror/Contractor's personnel shall conduct themselves in a courteous and professional manner whenever on private property while working under this contract.
- 2.3.7 All work to be performed under this Project shall be done under strict compliance with:
- Anne Arundel County Government January 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto, Copies of the Standard Specifications for Construction and Standard Details may be obtained by accessing the Anne Arundel County Department of Public Works website: <http://www.aacounty.org/DPW/Engineering.cfm>. The Standard Specifications and Details for Construction will only be available via the web site, and it shall be the duty of the Offeror to be familiar with these documents.
  - Anne Arundel County Government "Design Manual" current edition, and any subsequent addenda thereto
  - Current MDE Standards

## **2.4 County's Responsibilities**

- 2.4.1 The County will be responsible for inspecting the facility and/or practice to confirm that it was built as proposed, and is in a condition that the County is willing to accept for future maintenance purposes.

## **2.5 Offeror Qualifications**

- 2.5.1 The Offeror shall be engaged in water quality improvement design, installation, and maintenance and shall have been actively engaged in water quality improvement design, installation, and maintenance for a period of no less than three (3) years. The experience of owner(s) may be imputed to a newly formed company/Offeror provided the owner(s) has/have at least three (3) years of demonstrated experience of reliability and meets the criteria set forth herein.
- 2.5.2 Offeror shall demonstrate the variety of water quality improvement practices it is capable of installing, including innovative options for:
- locating facilities on site,
  - types of facilities and practices that shall be creditable per MDE guidance,
  - "treatment train" combinations, etc.
- 2.5.3 Offeror shall demonstrate its technical expertise, and capability to successfully design and install a sub-set of MDE approved practices (practices shall be creditable per MDE guidance).

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- 2.5.4 Offerors shall be able to provide at least one (1) example of innovative water quality improvement designs installed in the last 2 -10 years. Projects shall have at least two (2) years of in the ground proper functioning. Include information about any adjustments made after original installation. The County reserves the right to inspect the facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.5.5 Offeror shall provide at least two (2) references to demonstrate its successful projects in the water quality improvement design, installation, and maintenance field as requested in the Technical Proposal requirements.

**2.6 Evaluation of Offerors – Technical Proposal**

Offerors shall be evaluated based on the following criteria with their priorities as shown:

- 2.6.1 Offeror's proposed plan and approach for completing each task stated in the Scope of Work, Section 2.2 of this RFP, and specific requirements listed below. Proposal shall include all the individual pollutant reductions expected as a result of this project. (Priority #1)
- Detailed scope of work – project methodologies
  - Technical merit of the approach
  - End results to be achieved:
    - Minimum guaranteed production met by (date)
    - # impervious acres treated
    - # lbs. of nitrogen reduced
    - # lbs. of phosphorus reduced
    - # lbs. of sediment reduced
  - Certainty of property control
  - All the individual pollutant reductions expected as a result of this project.
  - Maintenance plans
  - Financing plan/strategy
  - Project schedule/Timetable/Anticipated completion date
  - Size of project and ability to include larger or more areas to obtain higher levels of reductions
  - Ancillary benefits
  - Completeness of the proposed plan
- 2.6.2 Experience and technical competence of the Offeror/Firm in performing water quality improvement facility design, installation, and maintenance as required in Section 2.5 of this RFP. Offeror shall include an overview/brief history of the company, including officers. (Priority #2)
- 2.6.3 Demonstrated experience in installing a variety of water quality improvement practices as described in Section 2.5.2 of this RFP. (Also Priority #2)



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- 2.6.4 Qualifications and technical competence of the staff based on resumes. Include all applicable personnel credentials for those anticipated to work on this contract. (Priority #3)
- 2.6.5 Demonstrated ability to provide at least one (1) example of innovative solutions meeting MDE guidelines as described in Section 2.5.4 of this RFP. (Also Priority #3)
- 2.6.6 Identified risks associated with this project and how the Offeror will mitigate them. (Priority #4)
- 2.6.7 References as required in Section 2.5.5 of this RFP. (Also Priority #4)

## **2.7 Technical Proposal Submittals**

The Offeror shall provide the following submittals as part of the Technical Proposal:

- Private owner document – right of way, at a minimum a letter of intent, ideally an executed agreement, etc.

## **2.8 Cost Proposal**

2.8.1 The following Cost Evaluation items shall be included in the Cost Proposal:

- Design
- Permitting
- Construction
- Land Use/Acquisition.
- Financing Cost
- Overhead
- Maintenance( if applicable 5 year draw schedule)
  - a. Year 1:
  - b. Year 2:
  - c. Year 3:
  - d. Year 4:
  - e. Year 5:
- Overall cost of the Proposal

2.8.2 Individual Item Pricing (for evaluation but not part of Total Project Cost)

- \$ per lb of nitrogen reduced
- \$ per lb of phosphorus reduced
- \$ per lb of sediment reduced

2.8.3 Summary

The Offeror shall use the Overall Cost of the Proposal with the Total Impervious Acres Treated to provide the total cost per impervious acre.

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**2.9 Acceptance, Billing, and Payment**

2.9.1 The County will inspect the project site(s) within 30 days after notification by the Contractor that the project has been completed.

2.9.2 Acceptance by the County

2.9.2.1 The County will have its Infrastructure Management Division staff inspect the project location(s) for acceptance once the project construction process is deemed complete by the Contractor.

2.9.2.2 The County shall inspect the location(s) to confirm the end result conforms to the submitted and approved reductions claimed within the proposal.

2.9.2.3 When the Successful Offeror/Contractor receives County acceptance as a result of the inspection, a submission of the invoice may be made to the County for payment.

2.9.2.4 The County will retain the proposed maintenance costs for the five (5) year maintenance time period. Once the five (5) year maintenance time period has passed, and the County confirms the appropriate maintenance coverage was provided, the County will release the remaining monies to complete payment of the project.

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### **3.0 THE PROPOSAL**

#### **3.1 General Information Required in Offeror's Proposals**

##### **3.1.1 Offeror Contact**

Each Offeror shall identify the name, title, address, fax number, e-mail address, and telephone number for a single point of contact for information concerning its Proposal.

##### **3.1.2 Proposal Response Format**

To ensure prompt and objective evaluation of the Proposals, Offerors shall address, in writing, every section of the Technical Specifications of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection. Include the date, section, and page number on each page. Submit the original and copies of Proposals, including all maps, drawings, prints, etc., in 3-ring binders with each section divided with an appropriately labeled index tab.

#### **3.2 Proposal Submission**

##### **3.2.1 Technical Proposal**

3.2.1.1 Each Offeror shall submit an original (identified as ORIGINAL) and five (5) numbered hardcopies of the Technical Proposal that responds to the requirements of this RFP. Each copy of the Technical Proposal shall be printed on ONE SIDE of 8-1/2" x 11" paper with pages numbered consecutively in the upper right-hand corner (exclusive of the title page, table of contents, and any sectional dividers). Left and right margins shall be a minimum of one-half inch. Drawings and schematics are permitted on 11"x 17" foldout pages.

3.2.1.2 **NOTICE: THERE SHALL BE NO COST INFORMATION IN THE TECHNICAL PROPOSAL. FAILURE TO COMPLY MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

3.2.1.3 Failure to include in its Proposal a response to all of the requirements of the RFP may result in the rejection of an Offeror's Proposal by the County. Proposals that merely repeat the RFP language or content shall be deemed unsatisfactory.

The Technical Proposal package shall include:

- Title Page: Title page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.
- Table of Contents: The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.
- Transmittal Letter: A transmittal letter conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the

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time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 120 days from the Proposal due date. The letter is to be signed in ink by an individual authorized to legally bind the Offeror's company or organization and stating the individual's title and position. The Offeror's acknowledgment of receipt of all addenda issued to this RFP shall be clearly stated in the transmittal letter.

- Contact Information: Name, title, email, and address of person to be contacted for all RFP correspondence. Offeror shall include a website address, if applicable.
- SDAT Information: Offeror shall include registration number issued by the Maryland State Department of Assessments and Taxation (SDAT) (Alpha prefix, followed by numeric digits).
- Detailed Proposal: The format of the Detailed Proposal shall conform to the structure outlined in Section 2.6.
- In accordance with the County Code, Article 8-2-120, please list in your submittal any affiliations with a County employee(s) or official(s). Write "none" if there are no affiliations.
- List the names and addresses of all any affiliated company providing goods or services under the agreement.

**3.2.2 Cost Proposal**

3.2.2.1 The Offeror shall submit an original and one copy of a Cost Proposal in a separate sealed envelope marked as follows:

**COST PROPOSAL FOR  
ANNE ARUNDEL COUNTY GOVERNMENT  
FOR  
RFP 18-029R: FULL DELIVERY OF TURNKEY  
WATER QUALITY IMPROVEMENTS**

Offerors shall send the completed Proposal consisting of the Technical Proposal and Cost Proposal (two separate envelopes) to the following address:

Anne Arundel County Purchasing Division  
Office of the Purchasing Agent  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401

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**3.3 Technical Proposal Format**

**3.3.1 General Requirements**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror in conformity with the requirements of this RFP. As such, the substance of the Technical Proposal will carry more weight than the form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

**THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS  
INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

3.3.2 The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP.

**3.4 Cost Proposal**

**3.4.1 Price**

The Cost Proposal shall contain all pricing information relative to the products and/or services as described in this RFP. The price(s) to be proposed shall contain all direct and indirect costs including all out-of-pocket expenses.

3.4.2 The County shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

3.4.3 The first page of the Cost Proposal shall include the following information:

- a. Name of Offeror
- b. Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with Anne Arundel County, Maryland.
- c. Cost Proposal

3.4.4 In the case of any discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**3.4.5 Rates for Additional Professional Services**

If it should become necessary for the County to request the Successful Offeror to render any additional services to either supplement the services requested in this RFP or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the Contract between the County and the Successful Offeror. Any such additional work agreed to between the County and the firm shall be performed at the rates set forth in the schedule of fees and expenses included in the Cost Proposal.

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**3.4.6 Manner of Payment**

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the County. To receive payment for services rendered, the Offeror shall submit an invoice to:

Anne Arundel County, Maryland  
Office of Finance  
P. O. Box 2700  
Annapolis, MD 21404

Payment shall be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued pursuant to any resulting contract from this RFP.

**3.5 Changes/Erasures to Proposals**

To be considered, all erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.

**3.6 Offeror's Understanding of the Scope of RFP and Due Diligence**

By submitting a Proposal in response to this RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

**3.7 Proposal Modifications or Withdrawal**

- 3.7.1 A Proposal may be modified or withdrawn by the Offeror anytime before the time and date set for the receipt of Proposals upon notice to the Purchasing Office in writing.
- 3.7.2 Technical Proposal modifications shall be worded in a manner that does not reveal cost data.
- 3.7.3 Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Purchasing Office up to the time and date set for the receipt of Proposals.
- 3.7.4 No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.
- 3.7.5 Bid Extension: If an award cannot be made prior to the expiration of the pricing submitted in response to this RFP, the Purchasing Agent may request that pricing be extended. The extension of pricing should be a reasonable amount of time for the contract to be fully executed between both parties.

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**3.8 Content**

- 3.8.1 The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, recovery of damages by the County, and disqualification of the Successful Offeror may not be eligible for future solicitations.
- 3.8.2 Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

**3.9 Conflict of Interest**

- 3.9.1 By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The Offeror shall further covenant that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.
- 3.9.2 Failure of the Offeror to provide any information requested in this RFP may result in disqualification of the Proposal.



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#### **4.0 EVALUATION PROCEDURES**

##### **4.1 Evaluation Committee**

An Evaluation Committee selected by the County will evaluate proposals submitted.

##### **4.2 Review of Proposals**

4.2.1 The Evaluation Committee will use a point formula during the review process to score the Proposals. Each member of the Committee will first score each Technical Proposal by each of the criteria described below. The full Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Offeror. At this point, firms with an unacceptably low technical score, as determined by the Evaluation Committee, will be eliminated from further consideration.

4.2.2 After the composite technical score for each Offeror has been established, the sealed Cost Proposal will be opened and additional points will be added to the technical score based on the price proposed. The maximum score for price will be assigned to the Offeror offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

4.2.3 The County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.

4.2.4 The Contract will be awarded to the Offeror with the highest score. If the Purchasing Division and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

##### **4.3 Evaluation Criteria**

Offerors will be evaluated and scored based on the Offeror's Technical Proposal, including compliance with the Technical Specifications set forth in this RFP and the Offeror's Cost Proposal. The Cost Proposal will not be given as much weight as the Technical Proposal.

##### **4.4 Oral Presentations**

The County may request, at its discretion, that some or all Offerors make oral presentations of their qualifications or to substantiate any portions of Proposals submitted. The County Purchasing Office will schedule such presentations. Offerors may be instructed to limit the number of representatives and the time for the oral presentation. Such presentations will provide Offerors with an opportunity to answer any questions the Evaluation Committee may have on an Offeror's Proposal. Not all Offerors may be asked to make such oral presentations.

##### **4.5 Best and Final Offers**

4.5.1 Notwithstanding anything contained in this RFP, after the Purchasing Office computes the Offerors' final scores, discussions may be conducted with responsible Offerors whose Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements. Offerors shall be accorded fair and equal treatment with respect to

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any opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

- 4.5.2 The Purchasing Office shall notify each responsive responsible Offeror of the scope of the requested best and final offer. The Purchasing Office shall establish a date and time for the submission of best and final offers and discussions. If more than one submission of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Purchasing Agent may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The County shall consider best and final offers to be irrevocable for ninety (90) days from the date for their submission.

**4.6 Final Selection**

It is anticipated that an Offeror will be selected by March 31, 2018. Following notification of the Offeror selected, it is expected a contract will be executed between both parties by June 1, 2018.

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**5.0 GENERAL TERMS AND CONDITIONS**

**5.1 Disputes**

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or services, the Standards and Specifications Committee, or other sources.

**5.2 Equal Employment Opportunity**

5.2.1 It is the policy of Anne Arundel County to assure Equal Employment Opportunity for all persons, and to ensure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

5.2.2 Every Successful Offeror/Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Offeror shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity, and Minority Business Enterprises.

**5.3 Insurance**

Unless otherwise required by this RFP, if a Contract is awarded, the Successful Offeror shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below:

**5.3.1 Commercial General Liability**

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

**5.3.2 Business Automobile Liability Insurance**

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

**5.3.3 Workers' Compensation Insurance**

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

5.3.4 On all Commercial General Liability Insurance Policies, Anne Arundel County, its agents, servants, and employees shall be named as additional insureds, which shall be shown on the insurance certificates, furnished to the County under this Section.

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**5.3.5 Professional Liability Insurance**

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

5.3.6 The Successful Offeror shall provide the County with a Certificate of Insurance evidencing the coverage required above. Offeror shall provide Certificates of Insurance before commencing work in connection with the Contract.

5.3.7 Providing any insurance required herein does not relieve the Successful Offeror of any of the responsibilities or obligations assumed by the Successful Offeror in any resulting Contract or for which the Successful Offeror may be liable by law or otherwise.

5.3.8 Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

5.3.9 Contractor shall advise the County at fax # 410-222-7624 and by first-class, certified mail within two (2) business days of any cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so shall be construed as a material breach of this Agreement.

**5.4 Corporation Registration**

5.4.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201 ("SDAT") before doing any business in this State.

5.4.2 All Offerors that are business entities shall be and present evidence prior to award that they are in good standing with SDAT.

**5.5 Audit of the Successful Offeror**

5.5.1 The Successful Offeror shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Offeror operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Offeror shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with County notification that a record shall be retained for a longer period.

5.5.2 The County may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County the Successful Offeror's books and records relating to any work performed under this RFP and any resulting contract, including, but not limited to:

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- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Offeror's financial condition; and/or
- Claims by one party against any other.

**5.6 Taxes – Responsibility for Payment Exemptions Forms to be Filed, etc.**

The Successful Offeror is responsible for paying and, by submitting a Proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this RFP. The Successful Offeror is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

**5.7 Exceptions to Specifications**

5.7.1 In addition to the requirements specified herein, the Offeror shall note all exceptions to Specifications in writing in detail at the time of submittal of the Proposal. The absence of a written list of Specification exceptions at the time of submittal of the Proposal shall hold the Successful Offeror strictly accountable to the County for furnishing goods or services in full accordance with the Specifications as written and shall be grounds for rejecting any good or service not fully meeting Specifications. Any discrepancy or detail required by the Specifications and not listed as an exception shall be demanded by the delivery of the goods or services.

5.7.2 In determining the acceptability of any goods not fully meeting the Specifications, the decision of the Purchasing agent shall be final.

5.7.3 All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal. The County shall determine if listed deviations and exceptions are accepted or rejected. Any deviations and exceptions not listed as required are deemed rejected.

**5.8 Termination Process**

5.8.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Offeror. The County shall pay all reasonable costs incurred by the Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

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5.8.2 The Successful Offeror shall be provided thirty (30) days notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

5.8.3 This Agreement may be terminated by the County upon at least seven (7) days notice to the Contractor in the event that (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

5.8.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Offeror fails to fulfill its obligation under the Contract properly and on time or otherwise violates any provision of this RFP or the Contract resulting from this RFP, the County may terminate this RFP or any Contract resulting from this RFP immediately by written notice to the Successful Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Offeror shall, at the County's option, become the County's property. The County shall pay the Successful Offeror fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination less the amount of damages caused by the Successful Offeror's breach. If the damages are more than the compensation payable to the Successful Offeror, the Successful Offeror shall remain liable after termination, and the County may take all steps necessary to collect damages.

## **5.9 Liquidated Damages**

5.9.1 Should the Successful Offeror fail to perform as required by the Contract or should the County terminate the Contract, and the Successful Offeror fails to fully complete its obligations under this RFP and the Contract resulting from this RFP, the County shall also have the right to assess the Successful Offeror a liquidated damage amount not to exceed \$50 per business day to be calculated on the basis of the County's documented and reasonable proof of harm, loss, inconvenience, or non-feasibility of otherwise obtaining an adequate remedy.

5.9.2 The assessment of liquidated damages by the County against the Successful Offeror does not supersede the right of the County to impose other remedies available. This includes, but is not limited to, reductions in or withholding payments to the Successful Offeror.

## **5.10 Headings**

The words and phrases used in the heading of various sections and parts of this RFP are for convenience only and shall not affect the interpretation of any of the terms, conditions, and requirements contained anywhere in the RFP.

## **5.11 RFP Text Emphasis**

Throughout this RFP, there may be occasional use of underlining, bolding, oversized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

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**5.12 Optional Use of Contract**

- 5.12.1 The Successful Offeror reserves the right to extend all of the terms, conditions, Specifications, and unit or other prices of any Contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and shall also provide usage information, which may be requested.
- 5.12.2 The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

**5.13 Parent Company**

If an Offeror is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Technical Proposal.

**5.14 Assignment and Delegation**

Except for assignment of antitrust claim, a party to any contract resulting from this RFP may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

**5.15 Indemnification**

If a Contract is awarded, the Successful Offeror shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Offeror's performance of the Contract awarded.

**5.16 Applicable Law**

The laws of the State of Maryland shall govern in connection with the formation, performance, and the legal enforcement of any contract resulting from this RFP.

**5.17 Conditions for Purchasing Elsewhere**

- 5.17.1 The time of delivery is of the essence. Should the Successful Offeror fail to perform as specified, in accordance with the terms and conditions specified herein, the County Purchasing Agent reserves the right to procure goods and services on the open market or by contract, in which event the additional costs of such goods and services above the Contract price shall be charged against the Successful Offeror, and may be deducted from any funds payable or which may become payable to the Successful Offeror.



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5.17.2 The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Offeror if they are delivered or performed subsequent to the placement of orders elsewhere.

**5.18 Fair Labor Standards**

The Successful Offeror shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any way and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the County may be found jointly or solely liable.

**5.19 Changes**

The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

- The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract;
- The price for each item as offered by the Successful Offeror is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- The items added are relatively insignificant to the overall value and services under the agreement.

**5.20 Damage to County Facilities, Buildings, or Grounds**

The Successful Offeror shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Offeror or employees, subcontractors, or agents of the Successful Offeror. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

**5.21 Liability of County**

The County has no obligations to provide legal counsel or legal defense to the Successful Offeror or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not part of this Contract against the Successful Offeror or its subcontractors as a result of or relating to the Successful Offeror's obligations under this Contract.

**5.22 Notice of and Cooperation in Litigation**

The Successful Offeror will immediately give notice to the County of any claim or suit made or filed against the Successful Offeror or its subcontractors regarding any matter resulting from or relating to the Successful Offeror's obligations under this Contract, and will cooperate, assist, and consult with the County in the defense or investigation of any claim, suit, or action made or filed against the County as a result of or relating to the Successful Offeror's obligations under this Contract.

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**5.23 Price Adjustments**

All prices offered herein shall be firm for the term of the Contract.

**5.24 Agreement**

The Successful Offeror will be required to sign an Agreement similar to the attached Agreement. Successful Offeror shall review this Agreement and include any exceptions or changes with the Proposal. Any changes will be reviewed by the County Law Office and determined if acceptable. Failure to provide exceptions or changes will result in the assumption that the Agreement is acceptable to the Successful Offeror.

**5.25 HIPAA**

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by the County based on the Work to be performed hereunder, the Successful Offeror agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

**5.26 Confidential and Proprietary Information**

5.26.1 All information contained in the Proposal is subject to production under the Maryland Public Information Act. Each Offeror shall be responsible for identifying all information in its Proposal that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Proposal a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Proposal, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.

5.26.2 Reasons given for considering information within a Proposal Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Proposal Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Proposal Response on the grounds that the Proposal Response is not responsive.

5.26.3 Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Offeror in responding to the RFP, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Proposal Response.

5.26.4 Contractor agrees to promptly provide any non-confidential information or materials required by the County to respond to such requests, to the extent required by law.

**5.27 Negotiated Pricing**

This section has been deleted.

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**5.28 Workplace Free of Drug and Alcohol Abuse**

Successful Offeror shall maintain a workplace free of drug and alcohol abuse during the term of the Contract; shall prohibit employees from working under the influence of drugs or alcohol; and shall refuse to hire or assign to work under the Contract anyone whom the Successful Offeror knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

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**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm, under penalty of perjury,  
(Contractor/Bidder/Offeror)  
that to the best of my knowledge, information, and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or partners, or any  
(Contractor/Bidder/Offeror)  
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. \_\_\_\_\_ shall not knowingly enter into a contract with a public  
(Contractor/Bidder/Offeror)  
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or representative of  
(Contractor/Bidder/Offeror)  
\_\_\_\_\_  
(Contractor/Bidder/Offeror):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted;

4. The Contractor/Bidder/Offeror:

(a) Is not currently identified on the list created by the Maryland State Board of Public works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; and

(b) Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

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If the person is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Contractor/Bidder/Offeror's investment activities in Iran.

Contractor/Bidder/Offeror: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_,  
County or City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

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**(SAMPLE – DO NOT COMPLETE)**

**AGREEMENT FOR SERVICES#**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Anne Arundel County, Maryland (the “County”), and \_\_\_\_\_ (the “Contractor”).

**WHEREAS, the County issued RFP No. 18--029R, entitled “Full Delivery of Turnkey Water Quality Improvements”, a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;**

WHEREAS, copies of the Contractor’s technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof to the Agreement (the “Work”).

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor up to \_\_\_\_\_ Dollars (\$0.0000) for Work performed under this Agreement in accordance with the fee schedule set forth in Attachment B to this Agreement. Payment shall be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued pursuant to this Agreement.

4. The Contractor certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.

5. The person executing this Agreement on behalf of the Contractor certifies that he or she has the legal and organizational authority to do so.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
By: Mark D. Hartzell                      Date  
Title: Chief Administrative Officer

(SEAL)

[CONTRACTOR NAME]

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
By:    Date  
Title:

(SEAL)

Approved.

\_\_\_\_\_  
Purchasing Agent                      Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY

NANCY McCUTCHAN DUDEN, COUNTY ATTORNEY

By: \_\_\_\_\_  
Date

Approved as to availability of funds.

\_\_\_\_\_  
Controller                                      Date

Approved.

\_\_\_\_\_  
Department Head                      Date

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**Vendor/Contractor Information Form**

Bidding Firm Name: \_\_\_\_\_

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: \_\_\_\_\_

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

City and State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone: (Toll Free #, if applicable) \_\_\_\_\_ Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Terms of Payment: \_\_\_\_\_

Contact Name and Title:  Mr.  Mrs.  Ms \_\_\_\_\_

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

Website Address, if available: \_\_\_\_\_

Registration # Issued by the MD Dept. of Assessment and Taxation\*: \_\_\_\_\_

(\*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: \_\_\_\_\_

In accordance with the County Code, Article 8-2-120, please list any affiliation with a County employee(s) or official(s). Include name and type of affiliation (i.e., relative, business associate, etc.). (Write "none" if there are no affiliations.):

Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_

County Agency or Company Name Where Employed \_\_\_\_\_

Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_

County Agency or Company Name Where Employed \_\_\_\_\_

Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_

County Agency or Company Name Where Employed \_\_\_\_\_

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations  Black Male  Black Woman  Women  Asian  Hispanic  None

Printed Name and Title of Agent:  Mr.  Mrs.  Ms \_\_\_\_\_

Signature of Agent\*: \_\_\_\_\_ DATE: \_\_\_\_\_



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**COST PROPOSAL FORM**  
 (Submit Original and Five (5) Duplicate Copies)

Purchasing Agent  
 The Heritage Office Complex  
 2660 Riva Road, 3<sup>rd</sup> Floor  
 Annapolis, Maryland 21401

In accordance with your Announcement, the Cost Proposal and Specifications contained herein and dated November 6, 2017, and your General Information and Notice to Offerors bearing the same date, we wish to quote the following:

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**Part I:**

		Costs
Item #1	Design costs	\$ _____
Item #2	Permitting costs	\$ _____
Item #3	Construction costs	\$ _____
Item #4	Land Use/Acquisition costs	\$ _____
Item #5	Financing costs	\$ _____
Item #6	Overhead costs	\$ _____
Item #7	Maintenance costs:	
	• Year 1	\$ _____
	• Year 2	\$ _____
	• Year 3	\$ _____
	• Year 4	\$ _____
	• Year 5	\$ _____
Item #8	Miscellaneous costs (to be described)	\$ _____

**Overall cost of the Proposal (total of lines #1 – 8) \$ \_\_\_\_\_**

**Part II:**

1. \$ per lb of nitrogen reduced: \$ \_\_\_\_\_.
2. \$ per lb of phosphorus reduced: \$ \_\_\_\_\_.
3. \$ per lb of sediment reduced: \$ \_\_\_\_\_.

**SUMMARY:**

TOTAL COST \$ \_\_\_\_\_ / TOTAL IMPERVIOUS ACRES TREATED \_\_\_\_\_

**TOTAL COST PER IMPERVIOUS ACRE: \$ \_\_\_\_\_**

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The person signing the Cost Proposal Form shall initial any alterations in figures on this form in ink.

The Offeror certifies that this Cost Proposal Form has been duly authorized and approved by all required organizational action of the Offeror.

The person executing this Cost Proposal Form on behalf of the Offeror certifies that he or she has the legal and organizational authority to do so.

Offeror's Company Name:

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