SECTION 1. INTENT

1.1. Background

1.1.1. Montgomery County, Maryland, through its Department of Environmental Protection (DEP), is responsible for the Stormwater Facility Maintenance Program (SWFMP), funded by the County's Water Quality Protection Charge. The SWFMP is composed of the Inspection and Maintenance Program, which are charged with inspecting, and ensuring maintenance and repair of, all stormwater management (SWM) best management practices (BMP) in the County (except for SWM BMPs in Rockville, Gaithersburg, and Takoma Park). This includes BMPs located on residential, commercial, private institutional, non-profit, and religious property, as well as on public school, County government, and Maryland-National Capital Park and Planning Commission property.

1.1.2. Budget: The County does not disclose budget information for Best Value procurements.

1.1.3. A Sample Contract in Attachment H is provided for informational purposes only. Please do not return any portion of this sample contract with your Proposal. The County's General Terms and Conditions in Section 8 will not be altered for the final contract.

1.2. RFP Goals

1.2.1. DEP intends to enter into **one (1)** Contract with a company qualified to perform vegetated roof maintenance and inspection of vegetated roofs. The Contractor will be responsible for, and must complete, all technical and administrative requirements necessary to accomplish assigned tasks in accordance with the Contract resulting from this solicitation. The primary Contractor must have direct experience in vegetated roof maintenance and restoration work, must be able to directly perform 75 percent of the work issued under the Contract using its own workforce, and must be present for and oversee any and all work performed on any roof.

1.2.2. The Department of Environmental Protection, through its Watershed Restoration Division, is responsible for maintaining vegetated roofs located on County buildings to assure proper stormwater function of these roofs in such a way that their maintenance does not negatively impact the structural components of the building's roof, drains, or fascia. The specific locations for this solicitation are referenced in Section 2.2.2 Location of Work

SECTION 2. SCOPE OF WORK

2.1. General Requirements

2.1.1. **Professional Standards:** The Contractor must be experienced in all facets of services as listed in this solicitation, and have the personnel, ability, skill, equipment, licenses and certifications necessary to administer and perform all the work in a timely and efficient manner.

2.1.2. **Legal Compliance requirements:** All services must meet the requirements of all federal, state, county and local laws and regulations. All work must comply with the Montgomery County, Maryland General Terms and Conditions of Contract.

2.1.3. **Safety**: Failure of the Contractor, the Contractor's subcontractor(s), or any other person authorized by the Contractor to perform the work required in the Contract

resulting from this solicitation to follow all applicable local, state, and federal safety standards, laws and codes will be considered failure to comply with the Contract's terms and conditions and may be cause for Contract Termination, at the County's sole option and discretion.

2.1.4. **Insurance and Financial:** The Contractor must maintain a current Certificate of Insurance (COI) that complies with the requirements that are provided in this solicitation for the life of the Contract. The Contractor must be able maintain financial stability and remain in good standing with SDAT.

2.1.5. **Staffing**: The Contractor must have the capacity to maintain the personnel, ability, skill, and certifications necessary to administer, perform, and review for quality control/quality assurance all the services required of it under the Contract in a timely and efficient manner.

2.1.6. **Communication:** The Contractor must maintain open communication with the County throughout the contract term. This may include required points of contact, expectations for response times to County inquiries and reporting delays, damages, incidents or emerging risks regarding the maintenance of vegetated roof services.

2.2. Service Requirements

2.2.1. The Contractor awarded the Contract through this solicitation must have the ability and expertise to provide all types of maintenance related to the soil media and vegetative coverage of vegetated roofs and the expertise to assess the conditions of vegetated roofs for inspections. Examples of the relevant activities the Contractor will be expected to undertake include, but are not limited to, the following:

2.2.1.1. Weed Control

2.2.1.2. Debris Removal

2.2.1.3. Non-Synthetic Soil Conditioning (e.g. compost additions)

2.2.1.4. Non-Synthetic Pest Control (e.g. beneficial nematodes, milky spores)

2.2.1.5. Re-vegetation Establishment

2.2.1.6. Soil Testing

2.2.1.7. Inspection of Features of Vegetated Roof, routine or unforeseen damage (e.g. roof drains, membranes, flashing, vegetation, soil condition, etc)

2.2.1.8. Maintenance Reports, Green Roof Checklists and Photographs per maintenance visit

2.2.2. Location of Work: The Contractor will be responsible for providing all required maintenance in accordance with the Scope of Work for the following locations:

	Building	Address	Square Feet	No. of Bldgs
1	Animal Shelter	7315 Muncaster Mill Road	11,754 SF	1 building
2	EMOC (Equipment Operations)	Crabbs Branch Way	176,221 SF	7 buildings
3	Plum Gar Recreational Center	19561 Scenery Drive	9,870 SF	1 building
4	White Oak Community Center	1700 April Lane	18,348 SF	1 building

	Building	Address	Square Feet	No. of Bldgs
5	Gaithersburg Library	18330 Montgomery Village Avenue	2,831 SF	1 building
6	Third District Police Station	1002 Milestone Drive	12,639 SF	2 buildings
7	Judicial Center Annex	50 Maryland Avenue	5,273 SF	1 building
8	Dennis Ave Health Center	2000 Dennis Ave	14,200 SF	1 building
9	North Potomac Recreation Center	13850 Travilah Rd	22,868 SF	1 building
10	Silver Spring Library	900 Wayne Ave	10,182 SF	1 building
11	MASP2 DFN (Multi Agency Service Park)	8401 Turkey Thicket Drive	58,200 SF	1 building
12	MASP3 PSTA (Multi Agency Service Park)	8751 Snouffer School Rd	72,000 SF	1 building
13	MASP4 MNCPPC & MCPS (Multi Agency Service Park)	8401 Turkey Thicket Drive	116,000 SF	3 buildings
14	Wheaton Library	11701 Georgia Ave	3,103 SF	1 building
15	2nd District Police	4823 Rugby Avenue	4,363 SF	1 building

2.2.2.1. **At the discretion of the County, additional sites may be added at a future date. Site information and costs will be incorporated via contract amendment**

2.2.2.2. **Reference:** Attachment I, Inventory Information & Asset Location Maps

2.2.3. Access and Schedule:

2.2.3.1. The Contractor must be able to access the worksites using building stairs, attached ladders, or extension ladders. The County will not pay additional compensation for travel time, mileage, safety equipment, or equipment used to access roofs.

2.2.3.2. The County will provide all building contact names and phone numbers and/or emails and will assist as necessary to ensure access is secured for the Contractor. The Contractor must contact the property/building managers at least one week in advance of scheduled visits to coordinate roof access and allowed worktimes. The Contractor must be able to work around building schedule issues, as some buildings have community events in rooms used to access roofs, and others require access with an escort through secured doors. The Contractor may only work during hours that buildings are open; some buildings are either not open until after 10:00 a.m. or may be closed by 2:00 p.m. No overtime compensation will be paid for work during non-business hours (7:00 a.m. to 5:00 p.m.), on holidays, or on the weekend. The MASP has areas that are open to public access, and other secured areas that are closed to public access. The Awardee of this Contract is required to have the maintenance crew personnel pass a background check and will be given the contact information to process this for the secured areas as well as to schedule routine maintenance as needed within the secured area. This schedule may be altered due to special training events.

2.2.3.3. The Contractor must schedule work according to the frequency needed to maintain the roof to the standards below and will invoice work on a quarterly basis; work must not be performed in the Winter Quarter (December, January, and February) unless approved by the County in advance. ***The Contractor must provide a minimum of two site visits per quarter of work for each site unless otherwise authorized by the Contract Administrator.*** Quarters are defined in Section 2.2.4.3. (below).

2.2.4. Maintenance:

2.2.4.1. Any references made to Line Items 100-01 through 101-15, please see Quotation Sheet, Attachment E.

2.2.4.2. The Contractor must provide maintenance for each property, not by individual roofs on the property (for example, a property with two roofs, one at 2,000 square feet and one at 50,000 square feet is considered 52,000 square feet of roof).

2.2.4.3. The maintenance quarters are defined as follows with a minimum of two visits per quarter:

Spring Quarter	March, April, May
Summer Quarter	June, July, August
Fall Quarter	September, October, November
Winter Quarter	December, January, February (No anticipated maintenance activities)

2.2.4.4. **Routine Maintenance**: Current roof conditions for sites 1-15 under Location of Work meet or exceed 90% intended vegetative coverage (not weeds), have no non routine pest problems, have no contiguous un-vegetated areas greater than 50 square feet and are assessed as needing routine maintenance with the exception of ongoing roof leak repairs resulting in overburden repairs at MASP. These repairs and vegetation restoration will be completed by the property owner (DGS). It is expected that roofs will meet or exceed these existing roof conditions throughout the term of the Contract. Routine maintenance is compensated in accordance with Quotation Sheet, Attachment E (Line Items 101-01 through 101-15). New sites may be accepted by the County after their current warranty ends. It is the County's assumption that these sites will meet or exceed the requirements for needing routine maintenance. However, if any existing roofs or if the County assumes any new roofs that are deemed less than the standard level of 90% coverage, the Contractor may be allotted additional time (with County's approval) to perform the routine maintenance program in order to reach and maintain the standard level of 90% coverage.

2.2.4.5. **Emergency Restoration**: In the event that unforeseen and unanticipated conditions arise such as but not limited to severe weather events/hurricane damage, infestation, equipment repair which require immediate action to restore a site to standards stated above, the County and Contractor will conduct an assessment visit for restoration purposes see Quotation Sheet, Attachment E (Line Item 100-01). ***These events should be reported immediately to the Contract Administrator, and not via a routine***

maintenance report. For any building where the roof area has been assessed as requiring restoration, the Contractor must provide the County with a written one-page restoration plan within 10 business days of the assessment visit see Quotation Sheet, Attachment E (Line Item 100-02). Once the plan is approved by the County, the Contractor will be allotted one (1) restoration quarter in which to implement the plan, unless otherwise approved in writing by the County. Subsequent quarters of maintenance following implementation of the restoration plan will be considered routine maintenance, unless approved otherwise. Restoration maintenance includes all tasks required by the Contractor to restore roof to 90% vegetated coverage (pest control, nutrient amendments, cuttings, plugs, etc.) and is compensated per Quotation Sheet, Attachment E (Line Item 100-03).

2.2.4.6. At the County's discretion, the County may conduct a review of any maintenance work completed. If any deficiencies are discovered during these reviews, the Contractor must meet with the County, as directed, to discuss inspection and quality control issues, and correction of deficiencies noted during the review of the work, inspection checklists, documents, photos, and repair reports. The Contractor must make corrections to the County's satisfaction at no additional cost. These meetings are considered incidental to the work done under this Contract and the County will not pay additional compensation for travel, travel time, or mileage.

2.2.5. Technical:

2.2.5.1. The Contractor must ensure that 90% of the vegetated roof is covered and must allow for no contiguous un-vegetated areas greater than 50 square feet, unless roof is being repaired for ongoing leaks by property owner.

2.2.5.2. Vegetation acceptable to the County to be considered as meeting the minimum 90% requirement includes: sedums and other non-taprooted beneficial perennial plants considered standard, industry acceptable plants on vegetated roofs that do not allow for loss of coverage in dormant seasons that would otherwise allow for contiguous bare areas greater than 50 square feet; beneficial non-taprooted annuals under 5% of vegetated areas; and deep-rooted perennials, shrubs, and trees if part of a planting plan for an intensive green roof. At no time are tap-rooted or woody species allowed on extensive vegetated roofs, nor are wild-recruited plant species, or any species commonly considered invasive, allowed on any type of vegetated roof. All vegetation impeding on drainage paths, roof drains, or structural features within 20 feet of any vegetated roof must be removed.

2.2.5.3. The Contractor must not apply synthetic pesticides or soil amendments without the written consent and approval of the County. The County reserves the right to deny the application of any synthetic materials. The denial of approval to use synthetic pesticides does not exclude the Contractor from ensuring the roof maintains 90% vegetated coverage.

2.2.5.4. Cuttings of sedums from roofs are the property of the County and must be used, as needed, to replenish bare areas of any of the roofs under this Contract. Excess cuttings beyond this requirement may be retained by the Contractor.

2.2.6. Safety and Environmental Requirements:

2.2.6.1. The Contractor must ensure safe and proper disposal of debris from work performed. At all times, materials must be raised or lowered from the roof without risk of damage or injury to people, wildlife, hardscapes, or landscapes, or anything else in the work area. Or if removed through the building, ensure that the interior pathways are left clean and clear upon departure and do not impede or pose a safety risk to building occupants. (Same would be true for bringing equipment and plants into a building when accessing the Green Roof)

2.2.6.2. Failure of the Contractor, the Contractor's subcontractor, or any other person authorized by the Contractor to perform the work required in the Contract resulting from this solicitation to follow all applicable local, state, and federal safety standards, laws and codes will be considered failure to comply with the Contract's terms and conditions and may be cause for Contract Termination, at the County's sole option and discretion.

2.2.6.3. Contractor’s Responsibility for Site/Project Safety:

2.2.6.3.1. The Contractor must perform the Work in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the Facility, including materials and equipment stored on-site or off-site. The Contractor must follow all Environmental, Health & Safety (EHS) precautions and programs related to operations at the Facility.

2.2.6.3.2. The Contractor and all Subcontractors must comply with all legal and County-specific reporting requirements relating to EHS set forth in the Contract Documents. The Contractor must immediately report orally, and in writing within two (2) days, any EHS related injury, loss, damage, or accident arising from the Work to the County’s Representative and, to the extent mandated by legal requirements, to all government or quasi-government authorities (including the County’s Division of Risk Management) having jurisdiction over safety-related matters involving the Facility. The Contractor and any of its Subcontractors must immediately report to the County’s Representative all non-incidental spills, and all other significant impacts to the environment (soil, water, air) in performance of operations at the Facility. The Contractor must also immediately notify County of any failure to comply with state and federal environmental laws, rules, and regulations.

2.2.6.3.3. Contractor’s responsibility for EHS under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

2.2.7. EHS Requirements and Coordination:

2.2.7.1. Safety and protection of the environment are of the utmost concern on all County Contracts. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and

regulations found in 29 CFR Part 1926 (the OSHA Construction Standard) or 29 CFR Part 1910 (the OSHA General Industry Standard) as applicable, and the Maryland Occupational Safety & Health Administration (MOSH) the governing body in the State of Maryland, 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and ARSD 74:52:01 through 74:52:11 (stormwater).

2.2.7.2. The Contractor must address the safety requirements defined herein. Any Contractor costs associated with the implementation of the requirements must be borne by the Contractor. Safety deficiencies discovered after the contract award must be remedied at no cost to the County and may, at the County's discretion, be deducted from the Contract amount.

2.2.7.3. The Contractor must follow a work planning process that is acceptable to the County. The work planning process must be conducted and documented prior to the start of Work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):

- Define the scope of the work.
- Analyze hazards in a step-by-step fashion.
- Develop and implement hazard controls and regulatory compliance.
- Perform the work and monitor the effectiveness of the hazard controls.
- Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc.)

2.2.7.4. A JHA, developed with the County, must be completed and reviewed with the individual(s) expected to participate in the task(s) prior to beginning a specified task. Copies of JHAs must be present at the location where tasks are being performed and accessible to the individuals performing the tasks and to County representatives

2.2.7.5. The Contractor must conduct a work planning meeting (tailgate/toolbox talk) including, when necessary, Subcontractor employees, prior to the beginning of Work and at least monthly thereafter. The toolbox talk will include a review of hazards and potential regulatory issues and the review of applicable JHAs as applicable to the Work.

2.2.7.6. The Contractor must provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe boots, safety glasses) unless otherwise stated in the Scope of Work.

2.2.7.7. The Contractor must screen all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, the Contractor must provide all EHS requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

2.2.7.8. The Contractor must ensure that all Contractor employee safety training is completed in compliance with County guidelines, policies, and 29 CFR 1926/1910. The following training is required for all Contractor personnel before they start work:

a) For Contractors who will be on site 40 hours or more in a calendar year: OSHA 10-hour Construction/General Industry course (29 CFR 1926/1910) (Up-to-date Certificates must be made available upon request). Note that current MSHA training certification is also acceptable.

b) For all Contractors on site:

I. Site Specific EHS Orientation and Training (plan for a 3-hour on-site training course conducted by County's representatives).

II. Any other training requirements identified by the Contractor in its health and safety plan or by the County and communicated to the Contractor during the bid process and Site Specific EHS Program review.

2.2.7.9. If the County perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the County will suspend work until safe conditions are re-established. Such stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

2.2.7.10. In the event of an incident/accident/fatality, the Contractor and County will conduct an investigation in accordance with the County's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence, and any lessons learned. The County will facilitate the incident investigation with Contractor participation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

2.2.7.11. All chemicals to be used at the County's facility must be approved by the County and Material Safety Data Sheets (MSDS) must be maintained by the Contractor.

2.2.7.12. Smoking or the use of tobacco products is not allowed within the boundaries of the County's facility.

2.2.7.13. The Contractor acknowledges that periodic drills and exercises are required by County to validate the adequacy and effectiveness of County's Emergency Response Plan. Contractor also recognizes that such drills and exercises enhance its employees' understanding of County's Emergency Response Plan. Contractor must participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. The Contractor will not be entitled to any additional compensation for participating in these drills or exercises.

2.2.7.14. The Contractor must assess whether the Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.

2.2.7.15. The County reserves the right to restrict or deny access of any Contractor employee to the work location.

2.2.8. Method of Ordering Work:

2.2.8.1. Blanket Purchase Orders: For the purposes of ordering work under this Contract, it is the intention of the County to issue written Work Orders against Blanket Purchase Order(s) to the Contractor for routine maintenance activities.

2.2.8.2. The Contract Manager will coordinate with the Contractor regarding the assigned work. The Contract Manager will also provide written direction to the Contractor as needed.

2.2.8.3. Issuance of all Purchase Orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code. All work must be performed in compliance with the terms and conditions of the Contract. There is no guarantee by the County to the Contractor that it will be awarded any particular number of assignments, any portions of an assignment, or a specific total dollar value of assignments.

2.2.8.4. Upon successful execution of a Contract resulting from this solicitation, the County will issue to the Contractor a Purchase Order(s) and a Notice(s) to Proceed indicating the date on which services may begin. The Contractor is cautioned to not begin any work prior to the date indicated on the Notice-to-Proceed (NTP).

2.2.8.5. The Contractor must perform work in accordance with the scope of work and maintenance schedule provided in the Contract.

2.2.9. Reporting:

2.2.9.1. Maintenance reports must be submitted to the County within 10 business days of any work on vegetated roofs. Reference Attachment K Maintenance Reports and Attachment J Green Roof Maintenance Checklist.

2.2.9.2. All required maintenance documentation, including reports, checklists, and photographs are required for invoice approval. See Section 6.

2.2.9.3. Maintenance reports must include a minimum of the following:

a) Date and Location of work;

b) Company name and any subcontractor that worked on-site;

c) Condition of roof vegetation (coverage, health, species types) amount of weed pressure present (low, moderate, heavy) and key weed identification, pest problems, and seasonal weather impacts.

d) Condition of soil media upon visual inspection (general soil biological health, pest problems, and report of any soil tests needed and/or results);

e) Condition of roof drains, flashing, or other fascia associated with the vegetated roof;

f) Applications of water if needed during drought conditions, amendments, or pest controls (brand/type, volume, application method) and type of re-vegetation used (plugs, cuttings) to address deficiencies identified during prior or current site visits;

g) Date mowing performed, and whether cuttings were removed or reallocated;

h) Access issues, if any (e.g., hatch or ladder damages, property restrictions);

i) Condition/presence of adequate fall protection measures;

j) Continued maintenance protocol including water and future amendments, or pest controls needed to address any pest concerns or media deficiencies that were identified and a revegetation schedule;

k) A minimum of 1-2 photographs both before and after maintenance for each roof.

2.2.10. Coordination of Work:

2.2.10.1. The County reserves the right to enter into other Contracts in connection with the work described under the Scope of Services, which may require the Contractor to coordinate its work with other County contractors. If any part of the Contractor's work depends upon proper execution or results from the work of another County contractor, the Contractor must promptly report to the County any readily identifiable defects in such work that may render it unsuitable by the Contractor for the proper execution of its work.

2.2.10.2. At the County's option, the Contractor must be joined as a party to any dispute initiated by the County or another County contractor against the County.

2.2.11. Key Personnel:

2.2.11.1. The Contractor must identify a single point of contact for Contract administration. It is anticipated that a single contact will serve to fulfill the Contractor's responsibilities and provide a single point of contact for both the County and any constituents/customers.

2.2.11.2. The Contractor must, at a minimum, identify its key personnel with a minimum of two years relevant green roof maintenance experience and their expected roles in performing work under the Contract. The Contractor must identify a single point of contact for Contract administration, and for each assignment to be performed under the Contract.

2.2.11.3. If it should become necessary to replace any of these individuals, the County's Contract Administrator must be notified in writing within three (3) business days of learning of the need to make a replacement. The new individual's qualifications and experience must be at least equal to those of the replaced individual. The Contractor must ensure that no delays in its work occurs due to personnel replacement. The new individual's tasks and responsibilities under the Contract must be the same as those of the replaced individual, and the billing rate must not exceed that of the replaced individual.

2.2.11.4. The Contractor must ensure no delays, inefficiencies, or reductions in quality of the Contract work due to personnel replacements.

2.2.12. Completion of Work:

2.2.12.1. Any work assigned before, but not completed by, the expiration date of the Contract must be completed by the Contractor with all the compensation and provisions of the Contract still in force and effect until completion of all work, and acceptance of the work by the Contract Administrator.

2.2.12.2. The assignment of work is contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

2.3. Performance Metrics and Contract Management

2.3.1. The County will monitor Contractor performance throughout the contract term to ensure services are delivered safely, consistently, and professionally, in accordance with contract requirements. Performance management will rely on a combination of Contractor self-reporting and County reviews.

2.3.2. At the County's discretion, the County may conduct a review of any maintenance work completed. If any deficiencies are discovered during these reviews, the Contractor must meet with the County, as directed, to discuss inspection and quality control issues, and correction of deficiencies noted during the review of the work, inspection checklists, photographs, maintenance reports, and other documents. See Section 2.2.4.6.

2.3.3. The Contractor must submit Maintenance Reports, Green Roof Maintenance Checklists and Photographs for routine maintenance in accordance with Section 2.2.9.

2.3.4. The Contractor must notify the Contract Administrator immediately of any issues, repairs to a roof that require more than routine maintenance. In the event that unforeseen and unanticipated conditions arise such as but not limited to severe weather events/hurricane damage, infestation, site damages which require immediate action to restore a site, reference Section 2.2.4.5, Emergency Restoration.

2.3.5. The Contractor must notify the Contract Administrator immediately of any emergencies or impediments that may cause delays in meeting the schedules of work. This includes but is not limited to loss/replacement in personnel, contractor equipment issues, contract administration requirements, safety violations, and all other unforeseen circumstances.

2.4. Contractor Qualifications

2.4.1. **Contractor Mandatory Qualifications:** The Contractor must meet the following minimum qualifications:

2.4.1.1. Must be able to **self-perform 75% of the work**.

2.4.1.2. Must have technical and management competency and experience in all facets of services as listed in Section 2, Scope of Services.

2.4.1.3. Must have the capacity to maintain the personnel, ability, skill, and certifications necessary to administer, perform, and review for quality control/quality assurance all the services required of it under the Contract in a timely and efficient manner.

2.4.1.4. Must have the ability to provide the capabilities and resources necessary to perform its obligations as described in this solicitation and the resultant Contract in a timely manner and within budget.

2.4.1.5. Must have extensive experience in and strong knowledge about the maintenance requirements of all types of vegetated roofs (e.g. extensive, intensive, tray) and have experience in successfully maintaining vegetated roofs

2.5. Contractor's Responsibilities

2.5.1. Administrative

2.5.1.1. The Contractor must maintain its business in "good standing" with the State of Maryland Department of Assessments and Taxation Business Services, https://dat.maryland.gov/businesses/Pages/default.aspx, at all times during the performance of the Contract. See section 4.1.9.

2.5.1.2. The Contractor must maintain and update, as applicable, the Contractor's information in the County's Vendor Registration System (CVRS) at https://www.montgomerycountymd.gov/vendorregistration within 15 days of any changes. This includes any Automated Clearinghouse (ACH) changes for payment deposits that can only be updated through the CVRS system by the Contractor.

2.5.1.3. The Contractor must notify the County within 15 days of any changes in the company name (including "dba" changes), address, and/or Tax ID changes. The e-mail to submit this information is DEP.Procurements@montgomerycountymd.gov.

2.5.1.4. The Contractor must furnish a current Certificate of Insurance (COI) that complies with the requirements in Attachment F to this solicitation before execution of the Contract. The ACORD form, or equivalent, must be provided to the County for Risk Management review and approval. COI renewals must be submitted within 15 days of expiration to DEP.Procurements@montgomerycountymd.gov. If the Contractor's Certificate issuer permits, it is recommended that the Contractor add the DEP Procurements e-mail to a direct-distribute list so DEP will receive COI renewals directly from the broker.

2.5.1.5. *Hard copy COIs are not required or requested.*

2.5.2. Contractual

2.5.2.1. The Contractor must provide the technical and management competency and experience in all facets of services as listed in the Section 2, Scope of Services above and the resultant Contract, and have and maintain the personnel, capacity, ability, skill, and certifications necessary to administer, to perform, and to review for quality control/quality assurance all the work required of it under the Contract. The Contractor is responsible for all work performed under the Contract, including that performed by subcontractors.

2.5.2.2. The Contractor must ensure that all inspection work is performed in strict compliance with all applicable and current local, Maryland Occupational Safety and Health (MOSH) (state) and Occupational Health and Safety (OSHA) (federal), safety standards and regulations, and in accordance with

Section 2.2.6 MOSH incorporates federal standards by reference; therefore, its state and federal standards are identical. MOSH has adopted the following unique standards in the areas of Toxic Chemical Handling and Exposure and Agriculture. The Contractor must develop, maintain and adhere to a Safety and Health Plan describing the latest procedures and safeguards compliant with MOSH (OSHA) standards for work under this Contract. The Contractor must provide the County, within 48 hours of request, a copy of its complete Safety and Health Plan.

2.5.2.3. The Contractor is responsible for any errors, inconsistencies or omissions and damages resulting from such errors and omissions and must use due care with professional competence throughout the period of performance under the Contract. The Contractor must, at no additional cost to the County, immediately correct any and all errors and omissions and render assistance to the County in resolving problems, including third party claims, relating to the Contractor's errors and omissions.

2.5.2.4. The Contractor, its employees, servants, agents, subcontractors, all material used; all equipment used; and the conduct of the work performed must comply with all federal, state, county, and local laws, codes, and regulations. Without charge to the County, the Contractor must obtain all licenses, permits, and insurance required in connection with the performance of services described in this solicitation and the resulting Contract.

2.5.2.5. The Contractor must perform all work as described in the Contract in a high-quality and timely manner.

2.5.2.6. The Contractor must submit Maintenance Reports to the County within 10 business days of any work on vegetated roofs. Maintenance Reports and Checklist must meet all requirements per Section 2.2.9.

2.5.2.7. The Contractor must notify the Contract Administrator immediately of any issues, repairs that require more than routine maintenance. If these events occur, the Contractor must reference Section 2.2.4.5, Emergency Restoration.

2.5.2.8. The Contractor must notify the Contract Administrator immediately of any non-routine incidents or impediments that may occur in the course of performing work and cause delays in meeting schedules of work.

2.5.2.9. Contractors must abide by the Montgomery County's Noise Law (see Chapter 31B) at all times, which includes a ban on the use of handheld, backpack, and walk-behind gas-powered leaf blowers after July 1, 2025, and limits the decibel levels of leaf blowers to 70 dba at a distance of 50 feet.

2.6. County's Responsibilities

2.6.1. Contract Administration/Management - The County will designate key personnel to administer the Contract and manage the work issued under the contract. Key personnel will be identified in Section 7, Contract Administrator.

2.6.2. The Contract Administrator and the Project Manager/Contract Manager will have the authorities as defined the General Conditions of Contract Between County and Contractor.

2.6.3. The County will provide access to and make provisions for the Contractor to enter upon public lands as required for the Contractor to perform its services under the Contract in accordance with Section 2.2.3 Access and Schedule. Except as prohibited by law, the County will permit the Contractor reasonable access to records and other information within the custody of the County, which the Contractor and the County agree are necessary for the performance of the services described herein.

2.6.4. The County will give prompt written notice to the Contractor if the County observes or otherwise becomes aware of any fault or defect in services being provided or for nonconformance with the County's contracted requirements.

2.6.5. The County will also take the lead role in the following:

2.6.5.1. Meeting internal County procurement and other administrative requirements.

2.6.5.2. Providing timely feedback to the Contractor regarding the completeness and quality of work delivered.

2.6.5.3. As time and need require, developing standard reports needed to address aspects of the Contractor's work.

2.7. Use of Artificial Intelligence

2.7.1. Without County's prior written consent, the Contractor will not, and shall ensure that its own subcontractors do not, (1) use any artificial intelligence ("AI") software, tools, or technologies including, without limitation, natural language processing, deep learning algorithms, machine learning models or other generative AI in the performance of the Services or in the creation of any deliverables or (2) use AI to analyze, process, or store any County proprietary or confidential information. Subject to any such consent, the Contractor represents and warrants that (1) Services and deliverables are or will be the result of independent, original efforts by Contractor and its subcontractors without the use of any AI for any purpose, (2) Supplier and its subcontractors will use or have used due diligence and best practices when employing AI tools and methods to produce such Services and deliverables, and (3) The Contractor has a reasonable belief that the AI tools and methods to be used or used to produce such Services and deliverables are fair, secure, private, unbiased, trustworthy, and reliable.

2.7.2. The use of 3rd-party AI recording/transcription tools in any non-public meetings is prohibited by County policies.

SECTION 3. SUBMISSION INSTRUCTIONS

3.1. Proposal Submissions

3.1.1. Failure of an offeror to submit all required proposal submissions may render its proposal unacceptable as determined by the Director, Office of Procurement.

3.1.2. Offerors must electronically submit their proposal through BidNet Direct in the format detailed below. Proposals will be evaluated only on material that is submitted. The offeror must submit sufficient information to enable the Qualification Selection Committee (QSC) to evaluate the offeror's capabilities and experience.

The Offeror is responsible for ensuring that the materials uploaded to BidNet Direct are properly formatted and not corrupted. Offerors should carefully check their submissions on BidNet Direct following upload to confirm that all documents were