

## **SPECIFICATIONS**

### **Provision of MS4 Training Services (MTS) to the Pennsylvania Department of Environmental Protection for Municipal Separate Storm Sewer System Program Improvements**

#### **I. BACKGROUND AND SCOPE:**

The Department of Environmental Protection (DEP) Bureau of Clean Water requires a professional/technical Contractor to assist in developing improvements to the Municipal Separate Storm Sewer System (MS4) program.

The majority of work performed by the Contractor will be conducted at the Contractor's place of business and transmitted, electronically, to the DEP. However, the Contractor will be required to attend consultation meetings at the DEP Central Office in Harrisburg, Pennsylvania, as well as attend approximately eleven (11) events around the State where the DEP is providing training for MS4 permittees and their consultants.

DEP will provide a Contract Manager who assigns and approves work on specific tasks. The DEP Contract Manager will negotiate specific work tasks with the Contractor, and have the authority to approve the scope of work and budget for each task.

**Questions:** For technical questions regarding the Specifications contact Lee Murphy, DEP, Bureau of Clean Water, via e-mail, at [leemurph@pa.gov](mailto:leemurph@pa.gov). Any questions regarding bidding or contracting procedures should be directed to Sherry Morrow, DEP, Division of Contracts, Procurement and Bonding at 717-772-1216 or [smorrow@pa.gov](mailto:smorrow@pa.gov).

#### **II. TYPE OF SERVICES REQUIRED:**

The Contractor can expect to support the creation/refinement of technical guidance materials, the development of training materials, assistance to MS4 permittees in the development of Chesapeake Bay, Impaired Waters

or Total Maximum Daily Load (TMDL) plans, and possibly assist in the delivery of training to MS4s, their consultants and the DEP staff.

### III. WORK MANAGEMENT:

The Contractor will perform various activities, on an as-needed basis, for the purpose of developing solutions to problems encountered by MS4 permittees.

After the Contract is awarded, the DEP will identify specific tasks to be accomplished by the Contractor. The Contractor will discuss tasks with the DEP and develop a brief proposal to accomplish each task which describes the scope, labor hours by job classification, cost and schedule. To determine the cost estimate for the task, the Contractor shall utilize the unit price bid for each line item contained on **Attachment A – Bid Award**.

The following are examples of tasks that may be expected to be completed:

- A. Develop a model Public Education and Outreach Program (PEOP) for MS4 Minimum Control Measure (MCM) #1 BMP #1 (please refer to <http://www.dep.pa.gov/Business/Water/PointNonPointMgmt/StormwaterMgmt/Pages/default.aspx#.VmhQBZ0o6po>) for use as a “template” by MS4 permittees. The model will describe the type of planning effort (follow-up and documentation) that is required by the MS4 permit.
- B. Develop a technical handbook on MCM #3 using the Center for Watershed Protection (CWP) materials on Illicit Discharge Detection and Elimination (IDDE) and other DEP website resources as source documents.
- C. Refine DEP materials that display the content (both what is required and what is recommended) of a model MS4 map. Develop training materials on how a Geographic Information System (GIS) based map is created and maintained.
- D. Refine the existing DEP model “MS4 Chesapeake Bay Plan” and the “MS4 TMDL Plan.”

- E. Develop webinars and assist the DEP in the presentation of technical materials at DEP-sponsored training events.
- F. Provide assistance to MS4 communities in the development of a MS4 Chesapeake Bay Plan, Impaired Waters Plan or MS4 TMDL Plan using the materials and model plans developed.
- G. Provide assistance to MS4 communities in the development of stormwater authorities and stormwater fee systems.

#### IV. REIMBURSABLE COSTS:

- A. Work task hours, as approved by the DEP, not to include travel time.
- B. Only travel costs associated with work tasks, as approved by the DEP, shall be reimbursed in accordance with **Attachment B – Management Directive 230.10, Commonwealth Travel Policy**, effective January 1, 2012. Travel costs associated with meetings held at the DEP Central Office in Harrisburg, Pennsylvania shall not be reimbursable.
- C. Supplies, as approved by the DEP.

Task budgets may not be exceeded without the prior written approval of the DEP Contract Manager.

#### V. CONTRACTOR EXPERIENCE:

The Contractor shall have full-time staff with experience in the following areas:

##### A. "In-House" Disciplines and Experience:

The Contractor shall have the following disciplines available within their firm:

- **Project Manager** - Must be a Pennsylvania licensed professional engineer with at least five (5) years of experience in stormwater management in Pennsylvania.

- **Project Engineer** - Must be a Pennsylvania licensed professional engineer with at least five (5) years of experience in stormwater Best Management Practice (BMP) design in Pennsylvania. It is acceptable for the Project Manager to also assume the role of Project Engineer, i.e., one (1) person can cover both roles.
- **Environmental Scientist/Physical Scientist or Landscape Architect** – Must have at least two (2) years of experience in stormwater management.

The Contractor's "in-house" staff shall have experience in the following areas:

- 2013 PAG 13 (Minimum Control Measures implementation, and familiar with the draft 2018 PAG 13 and its requirements for TMDL Plans and Pollutant Reduction Plans). (Previous experience with the Pennsylvania MS4 Program representing at least one (1) Pennsylvania municipal client);
- DEP model stormwater ordinance (advised a municipality on issues related to the 2012 model ordinance, and familiar with the draft 2018 model ordinance);
- Design, construction and operation and maintenance of stormwater BMPs [Erosion and Sediment Control (E&S), Post-Construction Stormwater Management (PCSM) and retrofits];
- Stormwater aspects of land development (pre-application, design and plan review);
- Green infrastructure design and implementation;
- Modeling of existing pollutant loads and estimating BMP load reductions (working knowledge of MapShed and Chesapeake Assessment and Scenario Tool (CAST) preferred);
- Field experience doing dry weather inspections and investigating suspected illicit discharges; and

- Development and maintenance of a GIS (including maps).

**B. “In-House” or Subcontract (at Contractor option) Disciplines and Experience:**

The Contractor shall have the following disciplines available “in-house” or available through subcontracting:

- **Planner** - Must be an American Institute of Certified Planners (AICP)-certified Environmental/Urban/Regional Planner with experience in stormwater systems;
- **Engineering Technician** - Must have at least two (2) years of experience in stormwater projects;
- **Financial Advisor/Planner** – Must be a certified financial advisor/planner with experience establishing financial records for utilities. The majority of this experience must be in Pennsylvania; and
- **Community Outreach/Engagement Specialist** – Must have experience dealing with the public on environmental matters.

The Contractor’s “in-house” or subcontract staff shall have experience in the following areas:

- Selection of locally, cost-effective stormwater pollutant controls;
- Data manipulation and basic engineering calculations;
- Knowledge required to develop stormwater authorities and fee systems;
- Communications/Public Relations;
- Webinar and video creation; and
- Training development and delivery.

## VI. CONTRACTOR REQUIREMENTS:

The Contractor shall perform all work in accordance with recognized professional standards and practices. It shall be the Contractor's responsibility to furnish qualified personnel to perform assigned tasks in an acceptable and economical manner.

The Contractor shall submit a progress report to the DEP Contract Manager, on a monthly basis. The progress report shall include the following:

- A. Work planned;
- B. Work accomplished; and
- C. Work planned and not yet accomplished.

The Contractor agrees to comply with **Attachment C - Federal Requirements**.

## VII. INSURANCE REQUIREMENTS:

The Contractor shall purchase and maintain at its expense, the following types of insurance issued by companies acceptable to the Commonwealth:

- A. **Workmen's Compensation Insurance** sufficient to cover all of the employees of the Contractor working to fulfill this Contract.
- B. **Comprehensive General Liability Insurance**, including bodily injury and property damage insurance, to protect the Commonwealth and the Contractor from claims arising out of the performance of the Contract. The amount of bodily injury insurance shall not be less than \$500,000 for injury or death of persons, per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.
- C. **Automotive Liability Insurance**, including bodily injury and property damage insurance, to protect the Commonwealth and the Contractor from claims arising out of the performance of the Contract. The amount of bodily injury insurance shall not be less than \$500,000 for

injury or death of persons, per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.

The Comprehensive and Automotive policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under this Contract, the Contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverage afforded under the policy shall not be cancelled or changed until at least thirty (30)-days' written notice has been given to the Commonwealth.

#### **VIII. CONTRACT TERM:**

The Contract shall commence upon execution and terminate on December 31, 2016. If funds are made available to continue the Contract, the parties may agree to renew the Contract for up to four (4) additional consecutive annual terms, with a final termination date of December 31, 2020, upon the same terms and conditions set forth in the original Contract. The Contractor and the DEP may negotiate an increase not to exceed three percent (3%) over the unit prices in effect previously, beginning with each renewal term. With each Contract renewal request, the Contractor shall provide the DEP with at least ninety (90) days' written notice if increases are to be applied.

#### **IX. BID AWARD:**

The Contract shall be awarded in accordance with the **Total Bid Award** as contained on **Attachment A – Bid Award**. Contractor must complete **Attachment A – Bid Award**, and return as part of your bid submission. Failure to submit **Attachment A – Bid Award** will result in your bid being rejected as non-responsive.

After bid opening and prior to award, the lowest responsible/responsive bidder shall be required to submit the following:

- A. Proof of experience and qualifications (**Section V – Contractor Experience**);
- B. Three (3) references (see below); and
- C. Proof of Insurance (**Section VII – Insurance Requirements**).

References, licenses, proof of experience, qualifications and proof of insurance shall be reviewed and approved by the DEP. References shall include the name, address, phone number, and point of contact of an entity for which the Contractor has performed work, such as that which is described in these Specifications. The references shall also provide a brief summary of the work the Contractor provided for the entity. The Contractor shall include three (3) references for itself as well as three (3) references for each subcontractor that the Contractor plans to utilize.

**X. ESTIMATED QUANTITIES:**

The work described herein is estimated only and may increase or decrease depending on the needs of the DEP.

**XI. PAYMENT TERMS:**

Payment shall be made on a reimbursement basis for actual services performed, in accordance with the unit prices contained on **Attachment A – Bid Award**. The Contractor shall submit invoices to the DEP Contract Manager on a monthly basis.