

**INFORMAL SOLICITATION # 1172016**  
**Food Service Operation at the COB**  
**REISSUANCE AS NON-LSBRP**

Solicitation # 1172016 was originally advertised under the Local Small Business Reserve Program (LSBRP) on 6/26/2024 and closed on 7/22/2024. Montgomery County did not receive any viable LSBRP responses to the original advertisement.

To procure a viable vendor, the solicitation is being reissued as a non-LSBRP solicitation. Any vendor that meets the requirements of the solicitation and is registered to do business in, and in good standing with, the State of Maryland is encouraged to respond.

The re-advertisement period to submit a response is from 10/14/2024 to 10/18/2024.

Please ensure all required information stipulated within the solicitation is submitted with your response.

If you have any questions, please contact Yemisi Ogbodo at 240-777-6183 or [Yemisi.ogbodo@montgomerycountymd.gov](mailto:Yemisi.ogbodo@montgomerycountymd.gov).

*Solicitation Amendment # 1*  
*Revised page 1*

Solicitation # 1172016



**INFORMAL MINI SOLICITATION**  
#1172016  
Food Service Operation at the COB

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ISSUE DATE:	<u>06/26/2024 8:00AM</u>	REISSUE DATE: 10/14/2024 8:00AM
SUBMISSION DEADLINE:	<u>07/22/2024 3:00PM</u>	RESUBMISSION DEADLINE : 10/18/2024 3:00PM

The Montgomery County Department of General Services is soliciting proposals for the Food Service Operation at the COB. Proposals must be submitted no later than the date and time listed above. If an offeror is interested in submitting a proposal but cannot make the submission deadline, the offeror must call/email the Department of General Services at 240-777-6183 to see if an extension may be granted.

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The following pages contain the terms, conditions and scope of services for this Informal Solicitation.

Submit proposals to Yemisi Ogbodo at [Yemisi.ogbodo@montgomerycountymd.gov](mailto:Yemisi.ogbodo@montgomerycountymd.gov).

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact Yemisi Ogbodo at [Yemisi.ogbodo@montgomerycountymd.gov](mailto:Yemisi.ogbodo@montgomerycountymd.gov) or 240-777-6183.

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## LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

This solicitation is reserved for only application submitted/certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount. Submitting a bid/proposal constitutes a representation that your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the proposal's due date. If your LSBRP status is not application submitted/certified in our database prior to the proposal's due date and time, then your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)) and follow the instructions under "Register."
2. After the Informal Mini Solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
  - all of your business location(s) (if more than one),
  - number of employees by location
  - annual gross revenue of the business for the past three fiscal years.(The preferred documents are a copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the County finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Solicitation # 1172016

**Informal Solicitation #1172016**  
Food Service Operation at the COB

**SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP**

Solicitation # 1172016 is being advertised under the Local Small Business Reserve Programs (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the informal solicitation advertisement for a minimum of five (5) days as non-LSBRP.

Any advertisement extensions will be in the form of a solicitation amendment with the reissuance of the informal solicitation.

If you have any questions, please contact Yemisi Ogbodo at 240-777-6183 or [Yemisi.ogbodo@montgomerycountymd.gov](mailto:Yemisi.ogbodo@montgomerycountymd.gov).

Montgomery County, Maryland  
ACKNOWLEDGMENT PAGE

**ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name (printed): _____	
Printed Name, Title and E-Mail of Person Authorized to Sign Proposal: _____	
Signature: _____	Date: _____

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct and full legal business name of the offeror must be used in proposals received and, on all contracts, issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

## SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES

### 1. INTENT

The Intent of this Informal Solicitation is to solicit proposals for the procurement of the operation and maintenance of the Food Service Operation at the COB for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

### 2. PROPOSAL SUBMISSION

Proposals must be submitted no later than 4:00 pm EST, Monday July 22, 2024, to: [Yemisi.ogbodo@montgomerycountymd.gov](mailto:Yemisi.ogbodo@montgomerycountymd.gov)

**Proposals submitted after 04:00pm EST, July 22, 2024, will not be considered.**

### 3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this Informal Solicitation will not be binding on the County. Any information given to an offeror, in response to a request, will be furnished to all offerors as Solicitation Amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such amendments issued by the Contracting Officer will be considered as being binding on the County.

### 4. AWARD OR REJECTION OF OFFERS

The County reserves the right to accept or reject any or all offers, or portions thereof, to waive minor irregularities and to award the Contract in the best interests of the County. Conditional or qualified proposals are subject to rejection. The County reserves the right to reject the offer of an offeror who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract.

### 5. METHOD OF AWARD

This Informal Solicitation will be awarded to the "highest ranked offeror(s)".

### 6. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

### 7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

### 8. NAME AND SIGNATURE REQUIREMENTS FOR Proposals AND CONTRACTS

The correct and full legal business name of the entity involved must be used on proposals received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No proposals will be accepted unless submitted in ink or typewritten. Changes made to the prices prior to the opening must be done legibly and initialed by the offeror making the changes.

9. PROMPT PAYMENT DISCOUNT TERMS

Proposers please note: Prompt payment discounts will be considered in the evaluation of your proposal if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

10. OFFERORS PAYMENT TERMS

The County will reject as non-responsive a proposal under this Informal Solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude an offeror from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

11. QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed or are regularly engaged in performing the services on which they are submitting a proposal, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

12. PROPOSAL PREPARATION EXPENSES

All costs incurred in the preparation and submission of proposals will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

**SECTION B. GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA



Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>.

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- 1) serve as liaison between the County and the contractor;
  - 2) give direction to the contractor to ensure satisfactory and complete performance;
  - 3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
  - 4) serve as records custodian for this contract, including wage and prevailing wage requirements;
  - 5) accept or reject the contractor's performance;
  - 6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
  - 7) prepare required reports;
  - 8) approve or reject invoices for payment;
  - 9) recommend contract modifications or terminations to the Director, Office of Procurement;
  - 10) issue notices to proceed; and
  - 11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- b) a prohibition against kickbacks. Section 11B-51(b).
- c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b).
- e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).

f) a prohibition against contingent fees. Section 11B-53. Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- C. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee, or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- D. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- E. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- F. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record

keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of

Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

**TABLE A. INSURANCE REQUIREMENTS**

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles) Bodily Injury				
each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one-year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment
<b>Certificate Holder</b>				
Montgomery County Maryland (Contract #)				
Office of Procurement				
27 Courthouse Square, Suite 330,				
Rockville, MD 20850				
*Professional services contracts only				

## TABLE B. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850				

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION – INFRINGEMENT**

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

**23. INFORMATION SECURITY****A. Protection of Personal Information by Government Agencies:**

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

**B. Payment Card Industry Compliance:**

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a

Merchant ID (“MID”) obtained by the County’s Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

**24. NON-CONVICTION OF BRIBERY**

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**25. NON-DISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

**26. PAYMENT AUTHORITY**

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees, late fees, or shipping fees that are not provided for in the contract. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor’s performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor’s performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

**27. P-CARD OR SUA PAYMENT METHODS**

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card (“p-card”) or a Single Use Account (“SUA”) method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County’s p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge,



price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- a) defaulting in performance or is not complying with any provision of this contract;
- b) failing to make satisfactory progress in the prosecution of the contract; or
- c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

Rev. 07/2022

## SECTION C. SPECIAL TERMS AND CONDITIONS

### 1. GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section B) are incorporated and made part of this Informal Solicitation and any resultant contract, except that the insurance requirements listed in Provision 21 are replaced by the Mandatory Insurance Requirements listed in Attachment B. (or statement about wavier, if applicable).

### 2. COMPENSATION AND FINANCIAL COMPENSATION

a. The County will not subsidize the food service operation. The County will not obtain no part of any profits earned, nor be responsible for any loss incurred pursuant to the café operations.

b. The Contractor must submit to the County, upon request, a statement of operation, including gross sales for the coffee bar, vending sales, profit and loss statement, and customer counts for the operation. The Contractor must maintain records of all sales and expenses on a daily basis. These records must be available for the County's inspection during regular business hours within 24 hours-notice.

### 3. CONTRACT ADMINISTRATOR

The Contract Administrator, or designee, is responsible for inspecting all work and authorizing payment upon acceptance.

The designated Contract Administrator for the Department of General Services, Division of Central Services is Yemisi Ogbodo at 240-777-6183 or Yemisi.ogbodo@montgomerycountymd.gov.

### 4. CONTRACT TERM

The term of the contract is for two (2) years from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for eight (8) additional one-year periods. The contract will automatically terminate once \$99,999 has been spent.

### 5. ANNUAL PRICE ADJUSTMENT

Not Applicable

### 6. ETHICS

As a result of being awarded a contract resulting from this solicitation, the successful contractor may be ineligible for the award of related contracts. In this regard, Montgomery County Code Sections 11B-52 (b) and (c) state the following:

*A contract providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:*

- b) Assist another part in the matter or another person if the person has a direct and substantial interest in the matter; or*
- c) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.*

### 7. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

A. For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of

Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.

- B. The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.
- C. The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.
- D. The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor, or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.
- E. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.
- F. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.
- G. The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.
- H. Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel, or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.
- I. The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The

Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.

- J. All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.
- K. The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.
- L. The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

8. INVOICES

Not Applicable

9. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

10. TRAVEL TIME

Not Applicable

11. RESPONSIBILITIES OF THE COUNTY

The County will provide space for the food service operations under the contract, as indicated and described in the "Operating Requirements" section of this document. The County further will provide adequate ingress and egress, including a reasonable use of the public elevators, corridors, passageways, driveways, and loading platforms. It will in addition:

- a. makes such improvements and/or alterations to the facilities as it may deem necessary or desirable;
- b. maintains and repair the building structures in areas assigned for the Contractor's use, including painting and redecoration; gas, water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning lines; electrical lighting fixtures (including re-lamping); space heating systems; floors and floor coverings, walls and ceilings, provided that the Contractor shall bear the expense of repairs necessary because of their own or their employees' faults or negligence;

permit the Contractor to use the food service equipment provided. Ownership of all equipment provided under the contract shall be vested in the County; and,

12. RESTRICTIONS

- a. The Contractor may not remove any County-owned equipment from the premises or prepare food and/or beverage on the premises for sale at any location or for any purpose not covered by the contract.
- a. The County reserves the right to negotiate with another food service contractor for performance of a special function at the facility. In such cases, the contracted caterer would have authorization to utilize the cafeteria facilities, including fixed equipment. In instances when this includes use of the kitchen facilities, the Contractor will have one of their employees monitor kitchen use. The County will compensate the Contractor for employees' time during these functions. The caterer would be expected to return the premises to the condition in which they were found.

### 13. INSPECTIONS

Food service facilities operated under the contract will be inspected periodically by representatives of the County and any other health agencies as required by federal, state, or local regulations. The facilities will be subject to inspections by the fire department and any other agencies, relative to safety requirements. After each inspection, the Contractor will be advised of unsatisfactory conditions for which they are responsible. Deficiencies thus reported shall be promptly communicated to the Contract Administrator and appropriately corrected by the Contractor.

### 14. DELEGATION OF AUTHORITY

The parties of the contract may delegate to others, within their respective organizations, any of their administrative functions in connection with the contract.

### 15. NOTICES

Any notices shall be deemed to have sufficiently been given under the following conditions:

- a. If the Contract Administrator gives a notice to the Contractor, it shall be sent by registered or certified mail addressed to the Contractor at the business address shown in the contract. If the Contractor gives the notice to the County, it shall be sent by registered or certified mail addressed to the Contract Administrator at the address shown in the contract.

### 16. PROPRIETARY RIGHTS

All deliverable items developed under the contract shall become the property of the County (including deliverable items that are, for any reason, only partially completed) and the Contractor shall not use, disclose, or furnish others any information relative to such deliverable items without first obtaining the written consent of the Contracting Officer, and then only subject to such conditions as the Contracting Officer may prescribe. All proprietary information disclosed by the County shall be held in confidence and used only in performance of the contract, except as the Contracting Officer may otherwise permit by written instructions to the Contractor.

### 17. LICENSES AND PERMITS

The Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state and local laws, codes, and regulations in connection with the performance of services specified herein. The Contractor shall furnish all services in accordance with applicable city, county, state and federal, social security laws, codes, ordinances, and regulations governing cafeteria food service operations and must conform to requirements, if any, established by the underwriters and insurers of the County.

### 18. INDEPENDENT CONTRACTOR

The Contractor shall perform the contract as an independent Contractor and shall not be considered an agent of the County, nor shall any of the employees of the Contractor be considered sub-agents of the County.

**19. ADDITIONS AND DELETIONS**

The County reserves the right to add similar items/services or to delete items/services specified in the contract as requirements change during the period of contract. The County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions and deletions.

- d. The County may use the dining areas and other public spaces of the cafeterias at other than serving periods and following the cafeterias' scheduled operating hours for special occasion assemblies provided that, after each use, the space will be cleaned and returned to its original order without expense to the Contractor. A cleaning fee of \$150 per event will be charged to requesting department.

**SECTION D. SCOPE OF SERVICES**

**1. BACKGROUND**

Montgomery County Department of General Services is requesting a proposal for the food service operation and maintenance located at the Council Office Building located at 100 Maryland Avenue Rockville, Maryland 20850.

**2. PURPOSE AND INTENT**

The County intends to award one (1) Contract as a result of this Informal Solicitation to the contractor who is technical proficient to operate and maintain a food service facility located at identified County facilities. The purpose of this Informal Solicitation is to solicit bids for the aforesaid services as per the terms, conditions, scope of services and Quotation Sheet Contained herein.

The County reserves the right to re-issue this solicitation at a later date for additional services as long as the aggregate amount of the resultant contracts do not exceed the informal solicitation threshold established in the County's Procurement Regulations.

Department of General Services will be the authorized user of the Contract resulting from this Solicitation (the "Contract"). The Contractor is not to perform any work under the Contract for any other County agency.

**3. LOCATION AND HOURS OF SERVICE**

County Council Building (COB)  
100 Maryland Avenue (located on the 2<sup>nd</sup> Floor)  
Rockville, Maryland 20850

The hours of service are listed below. All food service facilities cited in this proposal are expected to maintain this service schedule except during county holidays.

Cafeteria	Monday through Friday
Breakfast/Lunch/Dinner	7:00 AM to 5:00 PM
Coffee/Espresso Bar Operation	7:00 AM to 5:00 PM

No food service is required on Saturday or Sunday. However, upon mutual agreement with the

County, the contractor may operate for longer hours, for potential emergencies, or for special events outside of the required hours.

**HOLIDAY SCHEDULE**

Holidays observed by the County include:

- New Year's Day
- Martin Luther King, Jr., Day – third Monday in January
- President's Day – third Monday in February
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**4. SCOPE OF SERVICES**

4.1 The Scope of Work contained herein is intended to outline the general contractor requirements under this Informal and any resultant contract that may be executed as a result of this solicitation.

- a. The Council Office Building (COB) is to be serviced under this solicitation and resulting contract. It is the intent of Montgomery County, hereafter referred to as the "County", to enter into contract with a qualified entity to operate and maintain the food service facility and a brand coffee/espresso bar. Offerors must submit a proposal for the Council Office Building food service facility.
- b. The Contractor's primary mission will be the satisfaction of customers' needs by providing excellent service with quality and healthy food that meet the requirements specified in this RFP.
- c. The food service facility at the County Office Building has an estimated 30 seats dining area and is also available for pick up by the community without going through security. The offeror must submit a proposal detailing the management of the facility to ensure delivery of healthy, well-prepared food in a sanitary environment by a responsive, dependable work force that is fully staffed.
- d. The County's food service facility has been conscientiously planned to fulfill the food service needs of various individuals including:
- e. Council Office Building: County employees, and elected officials, visitors to the County Council Office, Executive Office, the Courthouse buildings, and other visitors who are within a 2-to-5-minute walking distance from their office or homes.

**4.2 OPERATING REQUIREMENTS**

The operating requirements, which follow, establish the scope of services expected of the Contractor.

- a. The Contractor shall manage and operate in its name, the food service area and the County building as specified below. The Contractor shall operate said facilities for the purpose of serving food, non-alcoholic beverages, snacks, and such other items as may be authorized

by the County in accordance with all the terms, conditions, and attachments herein specified.

- b. Services rendered by the Contractor shall include the following:
  - 1. The Contractor is required to offer healthy food initiatives and shall be responsible for providing a variety of quality and nutritionally prepared foods at a reasonable price including but not limited to salads, deli style sandwiches, soups, breakfast, and lunch grill items. All initial menus and menu offerings as well as requests for changes to menu, content, or general format shall be submitted to the Contract Administrator for approval.
  - 2. Cafeteria dining and Coffee/Espresso Bar Operation at 100 Maryland Avenue, Rockville, MD.
- c. The Contractor shall additionally provide periodic special services as follows.
  - 1. Preparing foods and beverages for special functions, such products to be picked up or delivered as pre-arranged.
  - 2. Catering specific conferences, meetings, or other affairs of the County in:
    - a) the County Council Building, 100 Maryland Avenue, Rockville, MD.

#### **4.3 DESCRIPTION OF FACILITIES**

Specific foods service facilities and/or areas where food service may be required include the following:

- a. 100 Maryland Avenue (located on 2<sup>nd</sup> floor)

The existing kitchen and dining hall area was designed to support a dining area of approximately 30 people and a kitchen without grill but all warmup equipment and food preparation. The Contractor, within 30 days after being notified by the County, that services are expected to begin, must visit the facility to suggest proper reconfiguration.

The County is committed to provide programs and services that are accessible to people with disabilities. In order to provide access to the food services program, dining surfaces, check out aisles, food service lines, and other self-service equipment intended to be used by employees or visitors using the food service program, whether built in or free standing, must comply with the 2010 Standards for Accessible Design. Contractor proposals will be reviewed by the County to ensure that these requirements are met.

- 2. The brand Coffee/Espresso Bar may be an over-the-counter service or a standalone kiosk operation. **The offeror must submit a plan with its proposal for the brand coffee/espresso bar operation.**

#### **4.4 USE OF FACILITIES – DIRECT USE**

The physical facilities made available to the Contractor under the contract shall not be used in connection with operations not included in the contract. The Contractor, with prior approval from the Contract Administrator, may utilize centralized food preparation and storage sources



located elsewhere from which distribution is made to this facility operated by the Contractor. The contractor may also advertise with discount coupons.

#### **4.5 PERSONNEL**

- a. The Contractor managing the food service facility will be required to employ one full-time Manager/Supervisor to be assigned to the County Office Building. The Manager/Supervisor shall have a minimum of two years of consecutive employment in a position with comparable experience.
- b. The Contractor will recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the County's food service facility. All personnel furnished by the Contractor shall at all times and for all purposes be solely in the employment of the Contractor. At no cost to the County, all employees must go through a criminal background check. The contractor must email the Contract Administrator upon each employee passing the background investigation.
- c. Employees of the Contractor who serve customers directly must be able to communicate proficiently with them in English and are expected to be courteous to customers at all times.
- d. Employees of the Contractor shall be appropriately uniformed and easily recognized when performing their work assignments at both County's office building. The term "appropriate uniforms" is interpreted to include all apparel, nametags, hats, hairnets, etc. Uniforms will be distinctive in order to identify the Contractor's personnel.
- e. Shoes shall be sturdy construction and shall cover the foot to meet sanitation and safety requirements. Open-toed shoes or sandals shall not be worn.
- f. All personnel engaged in food preparation or service shall wear hairnets, if their hair exceeds two inches in length. Gloves shall be worn and changed, as required by the Montgomery County Department of Health and Human Services.
- g. All personnel shall wear nametags furnished by the Contractor. In addition, the tags worn by the Manager and Supervisors shall indicate their job titles.
- h. The Contractor managing County's food service facility at the COB shall assure that a Manager/Supervisor is available at the COB location during all hours of operation.
- i. The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of their employees.

#### **4.6 SPACES ON PREMISES ASSIGNED TO THE CONTRACTOR**

- a. The facilities will be provided at 100 Maryland Avenue located on the 2<sup>nd</sup> floor. The assigned food service space, equipment, and facilities shall be returned to the County at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, reasonable wear and tear expected. It shall be the Contractor's responsibility to maintain assigned spaces in good condition throughout the term of the contract in a manner befitting to the County.
- a. The County will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials or equipment, or to any of the Contractor's employees' personal belongings brought onto the premises.
- c. The Contractor will be responsible for procuring, installing, and maintaining telephone, copying, computer, and general office equipment used in spaces assigned to the Contractor.

Unless otherwise authorized, the Contractor will be prohibited from using telephone, copying, computer or general office equipment that is owned, rented, or leased by the County.

## **5. COUNTY RESPONSIBILITIES**

- a. The County shall provide, at no charge to the Contractor, the following necessary utilities and service for the food service operations including the coffee/espresso bar operation in the County office buildings at 100 Maryland Avenue, Rockville, MD.
  1. Electricity
  2. Gas (if the building is equipped)
  3. Heating per building policies of the County's Energy Conservation Program
  4. Air conditioning per building policies of the County's Energy Conservation Program
  5. Hot and cold running water
  6. Ventilation
  7. Building maintenance and repairs for major structural items such as surfaces, walls, and ceiling, and the replacement of light bulbs in all light fixtures requiring re-lamping. The County shall provide the containers for trash and recycling and shall provide for waste/recycling removal service. The Contractor will be responsible for delivering the trash and recyclable items to the designated area.
- b. The County does not guarantee uninterrupted utility service and will not provide maintenance services to the Contractor's operations or café space, except to ensure that all reasonable efforts will be pursued in restoring any interrupted service. The County shall not be held liable for product or revenue loss which may result from interruptions or failure of utility or other building services.
- c. Outside of providing the specified space, utilities and services, the County will in no way subsidize the food service operation. The County will obtain no part of any profits earned, nor be responsible for any loss incurred pursuant to the food service operations provided by the Contractor.

## **6. REPORTS**

The Contractor must submit to the County, upon request, a statement of operation, including gross sales for the County Office Building, catering sales, coffee/espresso bar sales, profit and loss statement, and customer counts for each operation. The Contractor must maintain records of all sales and expenses daily for the food services operation, which must be available for the County's inspection during regular business hours within 24 hours' notice.

## **7. CONTRACTOR'S QUALIFICATIONS**

- a. The Offeror must submit a proposal detailing experience in and the sound management a of a café. Café operations will include, but not limited to, providing delivery of quality hot and cold beverages, pastries, and sandwiches in a sanitary environment by a responsive, dependable work force to the Silver Spring Library customers and staff. with a menu and charges for the products reflecting Montgomery County area prices.

- b. The offeror must operate the café area in compliance with all local, state, and federal laws, regulations and ordinances, obtaining and maintaining all appropriate licenses and permits, and collecting proper sales and food and beverages taxes and reporting to proper state agencies.
- c. Flexibility and variety in both product range and price points are important. Examples of expected products: hot and cold drinks, bakery, snack foods, and confectionary items appealing to all ages. The County reserves the right to require removal of any product deemed, in its sole judgment, to be inappropriate or objectionable.
- d. There are no kitchen facilities available for food preparation. The Contractor is responsible for acquiring all Montgomery County Health Department permits, building permits, and for passing all inspections.
- e. The Contractor must have experience operating and also have experience serving to a diverse customer base.

## **8. CONTRACTORS RESPONSIBILITIES**

### a. Acquisition

1. The Contractor will maintain a program to procure food, beverages, supplies, and equipment needed in the operation of the County's food service.

At its own expense, the Contractor shall be responsible to provide any additional portable equipment **less than \$1,500** which it deems necessary for the operation of the food service facilities. The equipment will remain the property of the Contractor.

2. The objectives of the acquisition program are to:

- a. maintain the continuity of supply to support the food production requirements,
- b. minimize the required investment in inventory consistent with economic advantage and speed of supply,
- c. maintain established standards of quality,
- d. procure items at the lowest cost consistent with the quality and service required, and
- e. maintain the competitive position of the operation in the market.

### b. Sanitation and Safety

1. The Contractor shall maintain, at all times, the County's food service facility including the coffee/espresso bar in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes, and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food service facility is subject to inspection by the County's Department of Health and Human Services, as well as other authorized officials.
2. The Contractor shall adhere to the following:

- a. The contractor shall be responsible for supplying all of their own cleaning products, supplies, and equipment (i.e., vacuums, mops, buckets, brooms, detergent, cleaning solutions, trash can liners, paper, and plastic products, etc.).
- b. Vacuuming and deep cleaning of carpets in the dining area is done using a powered brush-type carpet vacuum machine. Vacuuming includes the removal of gum and spots. After vacuuming, the carpeted area shall be free of all visible litter and soil. Perform deep cleaning services for carpet to remove stains and generally improve sanitation levels.
- c. Damp mopping is performed to disinfect the floor in areas where wet mopping is not desirable (e.g., in dining areas on other than carpeted floors).
- d. All floors, except concrete or carpet, shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of non-skid floor finish (except ceramic or terrazzo floors that does not need the floor finish).
- e. Waste and recycling receptacles shall be emptied and cleaned. Waste and recycling receptacles are clean when free of dust, dirt, and other matter.
- f. Damp wiping of furniture, decorations, and non-food contact surfaces.
- g. Duct and Louver Cleaning. Ducts, louvers, and vents are vacuumed to remove all visible dust, dirt, and other foreign matter and the surface is damp wiped to remove spots and streaks. Cleaning the interior of ducts or conduits is not included.
- g. In preparation, production, and service areas, the Contractor shall maintain in the stated sanitary condition all fixtures, equipment, paraphernalia, materials, utensils, floor surfaces, and all walls, ceilings, and interior windows. All customer food service areas shall be cleaned free of spills throughout the day, including counters, soup stations, salad bars, etc.
- h. In all dining areas, the Contractor shall dedicate at least one person to perform the following:
  1. monitor the dining areas during service hours to ensure they are maintained in a clean and orderly fashion.
  2. wipe all tables and chairs with a damp cloth after use with a disinfectant solution and dried with a clean dry cloth. At least one person should be dedicated to this task during hours of operation.
  3. provide an adequate number of plastic-lined containers and/or personnel to maintain said containers in a condition to allow easy and clean trash

disposal during peak service periods. Personnel shall check and empty refuse and recycling containers as needed during hours of operations.

4. vacuum, sweep, or damp mop floor surfaces on a continual basis and/or following each meal period; and
  5. adhere to sanitation regulations for dish-machine recommended temperatures or the use of chemical sanitizers.
- i. The Contractor shall keep all areas clean and hygienic, providing a healthy and clean environment for customers. Contractor must meet or exceed the health standards set by the Department of Health and Human Services.

c. Quality Standards

1. The Contractor shall serve appetizing, wholesome, and nutritional foods under clean and sanitary conditions. The Contractor shall maintain the high-quality standards of the County through strict adherence to established purchase specifications, standard recipes, cooking techniques and temperatures, and portion sizes.
2. Furthermore, the Contractor shall hold the County harmless from any loss, cost, damages, or other expense that may result from the Contractor's failure to abide by these standards.

d. Menus

The Contractor shall be responsible for providing a variety of quality and nutritionally prepared foods at a reasonable price including but not limited to salads, deli style sandwiches, soups and breakfast and lunch items. Initial menus and menus shall be submitted to the Contract Administrator for approval. The menus and particular food items proposed shall be developed in accordance with the following criteria:

1. Menu item specials and/or special-event menus evolving around specific themes are anticipated to enhance the food service facilities, including daily specials or theme days, following approval by the Contract Administrator.
2. The County requires that the Contractor continually exercise a considerable amount of innovation and creativity with respect to menu planning giving special attention to providing a daily selection of items meeting nutritional and dietary requirements such as low calorie, low salt, no trans-fat and provide nutritional labels on all pre-packaged items which the County desires to have available in quantities adequate to provide speedy service for customers.
3. Cycle menus and prices will be available for posting one week in advance. Every effort should be made to adhere to the posted menus. The Contractor may also create a web site for additional advertising.

4. During each serving period, easy-to-read menu boards with listed prices shall be prominently displayed for the information of the patron and will complement the décor of the dining room. In addition, item prices will be prominently displayed in areas where items are available for selection. The Contractor is expected to provide all necessary and appropriate menu boards.

e. Portions/Pricing

1. The item-by-item prices and portion sizes submitted in response to this Request for Proposals, and as agreed to by the Contractor and the County shall become the initial Price and Portion Guide of the Contract. The established portion sizes and pricing structure shall be based on established purchase specifications, standard recipes, food cost margins and other relevant factors that are determinants of portion sizes and pricing structures.
1. The prices to be charged for food and other products serviced by the Contractor shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the premises for comparable products, similarly prepared, and of like quality and portion.
2. The Contractor must submit in writing supporting documentation justifying the Contractor's request. A request for a price adjustment may not be approved unless the Contractor submits sufficient justification to the County to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract. The price adjustment will become effective upon approval from the Contract Administrator and upon price change of the product(s) sold to the consumer. No single item shall be subject to a price increase more than two (2) times in any twelve (12) month period. The County shall review the request for a price adjustment and respond to the Contractor in writing within forty-five (45) days after receipt of the Contractor's request.

f. Fire and Other Emergencies

The Contractor shall immediately call the Montgomery County Fire & Rescue Service or the Department of Police (911) and notify the Contract Administrator in the event of fire or other emergency. All employees shall be trained by the Contractor and shall comply with respect to fire, civil defense, bomb threat, and other emergency procedures established by the County.

g. Security

The Contractor's security perimeter includes all of the food service space previously described and identified. The areas under the Contractor's jurisdiction shall always be their responsibility relative to security. The County provides periodic patrol of the County Office Building at 100 Maryland Ave. during non-business/working hours and all Contractor employees will be required to wear ID badges.

The food service facilities have been equipped with a locking door system separate and apart from other areas of the County office buildings. Designated employees of the Contractor shall have the responsibility to secure the areas following normal operating hours. Designated employees of the Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off, and appropriate doors locked as necessary when facilities are closed.

h. Cashiering

The Contractor shall be responsible for providing the necessary electronic cash registers for the food service, to include their installation, and assumption of their maintenance requirements. A cash register system shall be selected according to the following specifications.

1. The machines will be electronic cash registers.
2. The registers will issue an itemized receipt and be provided to the customer.
3. The registers on a daily basis will automatically prepare an abstract of food items sold with price extensions.
4. The Contractor shall insure that a sufficient number of cash registers are available to adequately meet the requirement of each food service area and for the convenience store operation.
5. The Contractor has the option to use credit or debit card transactions.

i. Customer Flow Rates

The Contractor must provide sufficient personnel to ensure that customers are served at the following rates:

1. Grill line for breakfast and lunch - 3 customers per 2 minutes
2. Deli line for cold sandwiches - 3 customers per 2 minutes
3. Cashiers - each cashier - 5 customers per minute

j. Performance Standards

In addition to the requirements specified in this Request for Proposals, the Contractor will be required to meet the following performance standards.

1. Both current and following week's menus are posted at all times.
2. The cafeteria manager or immediate assistant for 100 Maryland Ave. shall be in the serving area or dining area floor during the lunch period to monitor operations and assist customers. Under no circumstances will managers replace cashiers on a full-time basis.

3. A cashier shall be at the register at all times.
4. All prices must be marked, posted, and displayed next to the item, i.e., salads, desserts, and bottled juices.
5. Calorie and cholesterol counts, etc., for all entrees must be posted and displayed.
6. A variety of made-to-order deli sandwiches, pre-made and dated sandwiches, salads, and soups, must be available at the cafeteria throughout the lunch period.
7. The Contractor must provide visible customer comments and suggestion cards at the cafeteria and also conduct an annual customer Satisfaction Survey. The results of the survey are to be submitted to the Contract Administrator.
8. The Contractor will be expected to be conscientious about cleanliness in all areas: serving, dining, cooking, kitchen, storage, dishwasher, refrigerator.
9. Tableware (eating utensils, dishes, glasses, trays, etc.) and table appointments (napkins, sugar, salt, pepper, etc.) shall be replenished to ensure availability to all patrons without waiting.

k. Graphics

The Contractor will be authorized to display their logos at designated locations within the Montgomery County Government Center complex's food service areas after approval of the Contract Administrator.

l. Service

1. It will be the direct responsibility of the Contractor to manage the County's food service operations in accordance with such policies, standards, and procedures as may be established by the County.
3. The Contractor shall prepare and serve food and beverages at regular breakfast, luncheon, and coffee break periods on the County's regular business days. Established mealtimes will be promptly observed regarding opening of the cafeteria and the serving lines.

m. Tabletop/Small Ware Selection

1. The Contractor will provide an initial inventory of small wares for use in the cafeteria to include utensils and plastic flatware, paper/plastic beverage holders, and other such items. The Contractor will maintain this par level of all small wares.



2. Service ware for carryout service shall be selected with attention to obtaining high quality disposable pieces consistent with the County's expected quality of service. Carryout service ware selection shall be consistent with the County's Department of Environmental Protection (DEP) recycling efforts and regulations. The Contractor is expected to participate in existing and future recycling programs. It is the intention of the County to maximize the use of recycled materials and products. The Contractor is therefore, requested to use, to all extent possible, **recycled products** in the performance of their service to the County, i.e., carryout boxes, napkins, receipts, bags, plastic ware, invoices, etc. made of recycled material. No Styrofoam products will be used.
3. **Montgomery County's Carryout Bag Law: All retail establishments in Montgomery County that sell goods and provide their customers a carryout bag (either paper or plastic) are required to charge 5 cents per bag.**

n. Maintenance/Repairs

1. The Contractor, at its own expense, shall be responsible for all required cleaning, maintenance and repairs to all equipment (including grill), and appliances, in accordance with manufacturers' standards, specifications, and schedules. All equipment including grill and appliance should be repair within 5 business days.

The Contractor shall not make or cause to have made any major repairs or modifications to the physical structures (walls, ceilings, floors, etc.) without the prior written approval of the Contract Administrator.

2. The Contractor must furnish, other locations within the Montgomery County Government Center complex/Public Safety Headquarters service components and auxiliary equipment necessary to serve catered functions in conference rooms at no charge to the County.
3. Food service equipment and appliances to be maintained shall include, but not limited to refrigerators, slicers, ovens, steam-kettles, freezers, dishwashers, broilers, mixers, ice machines, disposals, fryers, coffee urns, ranges, griddles, steamers and toasters.
4. The Contractor, at its own expense must provide replacement appliances **less than \$1,500** which become unserviceable or otherwise fails to comply with any and all specifications set forth in this Contract. The appliances shall be installed at the expense of the Contractor. All replaced appliances will remain the property of the Contractor for the duration of the Contract.
5. A tour of the kitchen dining hall and cafeteria will be conducted at another date after the virtual pre-submission conference. All equipment can be viewed by prospective offerors at that time. The capital equipment and appliances will be provided, at the beginning of the contract, in good working order. Other than the replacement appliances provided by the Contractor at its expense, at the termination of the contract, the Contractor will return all the capital equipment

and appliances (reasonable wear and tear exception) to the County in good working order.

6. Damage to any capital equipment and appliances out of the lack of preventive or routine maintenance, facilities, or property of the County due to misuse or neglect on the part of the Contractor or the Contractor's employees shall be repaired or replaced to the satisfaction of the County at the expense of the Contractor.

The County will notify the contractor 30 days prior to the date when services are expected to begin. The contractor must, within 30 days, visit the site to test all capital equipment and appliances and confirm that customer traffic flows are adequate. If in the contractor's opinion repairs or modifications need to be made, the contractor must provide in writing the deficiencies in a time frame which will allow the County to make repairs or modifications prior to the opening day. After this site visit, upon mutual agreement, the County and the Contractor will decide what capital equipment and/or appliances will remain and what items will be removed.

9. INFORMATION SECURITY

The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). To the extent the County has access to the County's network, the Contractor must adhere to the County's Information Resources Security Procedure (6-7).

**SECTION E. METHOD OF AWARD/EVALUATION CRITERIA**

**1. PROCEDURES**

- A. Upon receipt of proposals, the Department of General Services, Division of Central Services Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below. The QSC will also review for responsibility.
- B. Vendor interviews will not be conducted.
- C. The QSC will make its award recommendation of the highest ranked offeror based on the written score (and interviews if applicable) and its responsibility determination.
- D. After the successful conclusion of negotiations, the using department will forward the contract to the Director, Office of Procurement will execute the awarded contract.

**2. EVALUATION CRITERIA**

a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

1.	Experience/Knowledge of the offeror, proposed menus, price structure, nutritional values and portion size in successfully providing food service to comparable facilities	40
2.	Operation Ability of the offeror to provide the County with the required elements for a successful operation. A. Sufficient staffing B. Sanitation policy	40
3.	Coffee/Espresso Bar Operational Plan Product and Pricing	10
4.	MFD Participation* ( <b>Must EXCEED set % goal of applicable purchasing category</b> )	10
	Highest possible QSC score for written proposal evaluation:	100

**\*MFD Participation Requirements and Examples:**

[www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)

**SECTION F. SUBMISSIONS**

- A. Offerors must submit their proposal in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the Evaluation Committee to evaluate the offeror’s capabilities and experience. Proposals must include the following information:
  - 1. A cover letter with a brief description of the business entity, including the offeror’s name, address, telephone number, and email address.
  - 2. The completed Acknowledgement Page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
  - 3. At least three references that may be contacted to attest to the quality and timeliness of the offeror’s work of similar nature and scope as that required by the County in this solicitation. (Attachment C)

4. The offeror must submit the appropriate Wage Requirements Law forms (PMMD-177, see #3 below Web-links).
5. Minority, Female, Disabled Persons Subcontractor Performance Plan (PMMD-65, see #2 below Web-links).
6. Offeror's Reputation and Experience (Attachment D)
7. Café Business and Operation Plan (Attachment E)
8. Sanitation Practices (Attachment F)
9. Financial Arrangement (Attachment G)
10. Proposed Price Structure and Portion Sizes for Menu Offering for Facility (Attachment H)
11. Customer Comment/Suggestion Card (Attachment I)

**WEB-LINKS FOR DOCUMENTS AND FORMS:**

1. Central Vendor Registration System, [www.mcipcc.net](http://www.mcipcc.net).
2. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received, [www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf), [www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf).
3. Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, [www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

**ATTACHMENT B  
MANDATORY INSURANCE REQUIREMENTS**

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Food service operation, COB Café

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of **five million dollars (\$5,000,000), per occurrence**, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Business Automobile Liability

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles
- Loading and unloading

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

All Risk Property Insurance

All-risk property coverage is provided for the County owned buildings. The contractor shall be responsible for the \$250,000 deductible carried by the County on this commercial insurance policy in the event of loss caused by contractor. The contractor must purchase a property policy for the property(s) owned by the contractor, and any equipment provided by the County. The contractor will permit the County's insurance company to make necessary inspections from time to time.

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland  
Dept of General Services / Yemisi Ogbodo  
101 Monroe St., 9<sup>th</sup> Floor.  
Rockville, MD 20850

**ATTACHMENT C  
REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PH \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PH \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PH \_\_\_\_\_



## ATTACHMENT E

### CAFÉ BUSINESS AND OPERATION PLAN

**The Offeror is required to submit the following with its proposal. This information will be included as part of the evaluation.**

1. Structure

- a. Organizational structure
- b. Profiles of personnel/corporate officers
- c. Brief statement of company capabilities that qualifies the company to operate the described scope including staffing and sanitation policy.

2. Accounting System

- a. Describe the management information systems and budgetary process that would be implemented in the County's food service operation.
- b. Provide sample reports.

3. Menu/Product Selection

- a. Submit a menu proposal for breakfast and lunch including nutritional value, portion sizes and prices.
- b. Coffee/Esspresso Bar Operation – Describe in detail what food and beverages are proposed for this operation. In addition, provide relevant information pertaining to pricing and portion sizes.
- c. Catering menu to include selections, pricing, and available services.

4. Image and Customer Satisfaction – Describe tools used to enhance image and customer satisfaction, such as: uniforms, feedback mechanism, marketing, and promotion.

5. Staffing Labor, and Training Practices

1. Management

- a. Provide profiles/resume of the proposed manager and key support management for the food service operation.

2. Staffing

- a. The offeror is requested to submit an organizational chart, establishing lines of communication for the food service facility. Anticipated staffing schedule for the food service operations, indicating the number of managers, full and part-time employees, man-hours, full time equivalent employees, wage rates. Aggregate number of employees and total number of man-hours consumed by employees on a typical day; a Manpower Staffing Schedule must be completed and submitted with the proposal.
- b. Describe the anticipated number of entry-level staff and management employee man-hours to be devoted to formal training during first full year of operation.



**ATTACHMENT F**

**SANITATION PRACTICES**

**The Offeror is required to submit the following listing with its proposal. This information will be included as part of the evaluation.**

Describe approach to sanitation practices as established by the U.S. Public Health Service and applicable federal, state and municipal laws, codes, and regulations and anticipated program to train and reinforce standards in the food service.

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**ATTACHMENT G**

**Financial Arrangement**

**The Offeror is required to submit the following listing with its proposal. This information will be included as part of the evaluation.**

a. Provide statement indicating and explaining your Capital Structure.

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b. List and describe loan liabilities associated with this contract.

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c. List and describe other cost factors requiring explanation, including expected profit margin.

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(additional pages may be used)

**ATTACHMENT H  
PROPOSED PRICE STRUCTURE AND PORTION SIZES FOR  
MENU OFFERING FOR FACILITY**

**Product Listing – The Offeror is required to submit the following listing with its proposal. This information will be included as part of the evaluation.**

Product Item	Item Description Brand Name	Portion Size Quantity or Weight	Proposed Selling Price Per Item

**ATTACHMENT I  
CUSTOMER COMMENT/SUGGESTION CARD**

The offeror must submit with the proposal samples of the proposed customer comment/suggestion card.