

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
KAFAR KAFE, LLC.

DATE: July 1, 2021

TABLE OF CONTENTS

Paragraph

1. Licensed Premises
2. License Term
3. Early Termination
4. License Fee
5. Use Licensed Premises
6. Assignment
7. Condition of Licensed Premises
8. Alterations and Improvements
9. Liens
10. Services and Operating Expenses
11. Furniture, Fixtures and Equipment
12. Liability, Property Damage and Fire Insurance
13. Hold Harmless
14. Responsibilities of Licensee
15. Destruction of Licensed Premises
16. Default
17. Access
18. Surrender of Possession
19. Notice of Accidents, Defects or Damage
20. Compliance with Laws
21. Waiver
22. Non-Discrimination
23. Public Employment
24. Mailing Notices
25. Resident Agent
26. Prohibition of Hazardous Substances
27. Non-Appropriation
28. American Disabilities Act Requirements
29. Eminent Domain
30. Force Majeure
31. Entire Agreement
32. Modification
33. Governing Law
34. Claims
35. Parking

Exhibit A – Licensed Premises

Exhibit B – Contract

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 1st day of July, 2021, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and KAFAR KAFE, LLC., (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of the improvements and contiguous grounds located at 11701 Georgia Avenue, Silver Spring Maryland 20902 also known as the Wheaton Library and Wheaton Community Recreation Center (the "Building"), and

WHEREAS, the County, through Department of General Services, wishes to provide at the Building the operation and maintenance of an urban café providing coffee, other hot beverages, cold drinks, pastries, sandwiches and other services provided by urban cafes in Montgomery County; and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide at the Building the operation of an urban café providing coffee, other hot beverages, cold drinks, pastries, sandwiches and other services as specifically set forth in Contract Number #1109420 between the County and the Licensee; and

WHEREAS, the Licensee has agreed to provide such services at the Building and the County agrees to enter into a license for certain space in the Building for this purpose.

In consideration of the covenants contained in this License, Licensee's performance under Contract #1109420, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant Licensee the privilege, license and right to approximately 250 square feet of space in the Building as indicated Exhibit A (the “Licensed Premises”), which is attached to this License and incorporated as if fully set forth, for the exclusive purpose of the Licensee, providing the Permitted Use specifically set forth in Paragraph 5 below and in Contract Number 1109420, attached as Exhibit B and incorporated as if fully set forth herein (the “Contract”).

2. LICENSE TERM: The License Term shall commence on the date the County delivers the Licensed Premises to the Licensee and shall run concurrently with the Contract unless sooner terminated in accordance with the terms of this License, and will, in all events, expire automatically upon the termination of the Contract.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the Licensed Term, by the County giving thirty (30) days written notice of the termination. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in the attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year to the County. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 826766, Philadelphia, Pennsylvania 19182-6766.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used for the exclusive purpose of providing at the Building the operation of an urban café providing coffee, other hot beverages, cold drinks, pastries, sandwiches and other services provide by urban cafes as more specifically set forth in the Contract, attached as Exhibit B (the “Permitted Use”). Licensee agrees to ensure compliance with all licensing and operational requirements regulating its use of the Licensed Premises. Licensee shall be responsible for obtaining all licenses and

certifications required by State, Federal, and County law to provide the scope of services as set forth in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Contract.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition, with the following exceptions: County shall provide plumbing, heat and air-conditioning, lighting and electricity to the Licensed Premises. County shall provide storage space for the Licensee to store utility service equipment and supplies. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term.

8. ALTERATIONS AND IMPROVEMENTS:

A. Other than the work specifically set forth in the Contract, Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. All such alterations and improvements shall be completed by Licensee in a workmanlike manner and its sole cost and expense. In the event that the completed

work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the following:

- i. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems of the base Building;
- ii. Major structural repairs;
- iii. Maintenance and repair to the base Building, including glass, painting, roofing and gutters, including gutter cleaning;
- iv. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of

shrubbery and trees, but excluding flower bed maintenance, snow and ice removal from sidewalks and parking lots adjacent to the Building, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance. All such services shall be provided and performed at the same level and manner as provided and performed for all Montgomery County serviced properties;

- v. Utilities, including electric, gas, fuel oil and water;
- vi. Trash removal, recycling and pest control; and
- vii. Interior painting of the Building as needed or as required by the County.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense, the following:

- i. All repair and maintenance in the Licensed Premises;
- ii. All custodial, janitorial, trash removal and recycling services;
- iii. Telephone service not provided by the County;
- iv. All repair of trade fixtures located in the Licensed Premises;
- v. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County;
- vi. Fire extinguisher service and replacements as necessary; and
- vi. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall

immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs described in subparagraph (vi) above shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License shall be deemed abandoned and immediately become property of the County. The County may store and dispose of any such property in the manner it deems appropriate and charge to Licensee any fee associated with such storage and disposal.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with 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 owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee.*

iv. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee as their interest may appear.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverage's required under this License Agreement. The certificates must be issued to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered

by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS: Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses ("Claims") including, but not limited to, reasonable attorney's fees and litigation costs, arising out of or related to Licensee's use and possession of the Licensed Premises, , if any, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, error or omission of Licensee, its agents, contractors, guests or employees, except such Claims as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any Claims made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises hereinabove described.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises and/or Building beyond the ordinary risk established for the

type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises and/or Building, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, the Building, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the exterior or interior of the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have pets in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License. County shall not discriminate against Licensee in

the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures and equipment necessary for the Permitted Use of the Leased Premises as described in Paragraph 5, above.

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made to existing locks or the mechanisms thereof without prior written approval of County, and in the event of an approved change, Licensee shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the County all keys to the Building, including offices and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys the Licensee shall pay to the County the cost of replacement keys and/or locks.

I. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the Contract.

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

L. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county

and local laws and regulations relating to their operation of business on and in the Licensed Premises and Building of which the Licensed Premises are a part.

M. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate, or, in the alternative, the County shall terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

i. Failure to perform under any term, covenant or condition of this License;

ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;

iii. The making of any assignment for the benefit of Licensee's creditors;

iv. The abandonment of the Licensed Premises by Licensee;

v. Any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;

vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and

vii. The use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: Licensee shall allow County and County's employees and agents access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply

with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the commencement of the License Term. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding employment discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2014), as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given in accordance with this License by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the

County or the Licensee, respectively. Notices to the Parties must be addressed as follows:

Licensee:

Kafar Kafe, LLC
963 Bonifant Street
Silver Spring, Maryland 20910
Attn: Lene Tsegaye

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is Lene Tsegaye and the address for receipt of notices and service of process is Apt. 717, 3450 Toledo Terrace, Hyattsville, Maryland 20782. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Building or Licensed Premises by the Licensee, its agents, contractors or employees or guests.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the Contract. The Licensee shall not make or be

entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland. Each party knowingly waives its right to trial by jury.

35. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Building as of the date of execution of this License. Parking for the Licensee and any other occupants of the Building, their staff, clients and guests will be confined to structured and surface parking areas in existence as of the date of execution of this License.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Julie White

By: A. Jerome Fletcher
Jerome Fletcher, Assistant Chief
Administrative Officer

Date: 7/1/21

WITNESS:

LICENSEE:
KAFAR KAFE, LLC

By: **Abeba
Tsegaye**

By: Gene Tsegaye

Title: Executive Director

Date: 06/23/21

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Neal Anker

By: Cynthia Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 6/28/2021

Date: 06/28/2021



**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF GENERAL SERVICES**

**WHEATON LIBRARY CAFE
CONTRACT # 1109420**

This Contract is made by and between Montgomery County, Maryland (hereinafter referred to as the "County") and Kafar Kafé, LLC, 963 Bonifant Street, Silver Spring, Maryland 20910 (hereinafter referred to as the "Contractor"), (the County and the Contractor together the "Parties").

BACKGROUND

The County requires a food service operation at the Wheaton Library and Community Recreation Center and issued Informal Solicitation #1109420, (the "Informal Solicitation").

The Contractor submitted a proposal, dated August 19, 2019, (the "Proposal") in response to the Informal Solicitation, to provide the County with professional services related to a café and food service operations at the Wheaton Library and Wheaton and Community Recreation Center located at 11701 Georgia Avenue, Silver Spring, Maryland; and

The Contractor is a duly qualified café and food services operation firm and represents that it is willing and able to undertake and complete the café and food operation services set forth in this Contract, the Informal Solicitation, and the Proposal to the satisfaction of the County; and

The Director, Office of Procurement, for the County is the duly authorized Contracting Officer of the County, with authority to sign this Contract on behalf of the County and is solely responsible for all contractual changes and modifications to the Contract.

In consideration of the mutual promises made in this Contract, the Parties agree as follows:

**ARTICLE I
GENERAL CONDITIONS AND INSURANCE**

The General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated by reference herein and made part of this Contract as Attachment A, except that, the Mandatory Insurance Requirements set forth in Attachment B supersede the insurance requirements set forth in Paragraph 21 of the General Conditions.

ARTICLE II
PRIORITY OF DOCUMENTS

The following documents are incorporated into and made a part of this Contract by reference. In the event of any inconsistencies among the documents comprising this Contract, the order of priority for purpose of resolving conflict is:

- A. This Contract document Number 1109420;
- B. The General Conditions of Contract Between County and Contractor (Attachment A), including the Mandatory Insurance Requirements (Attachment B);
- C. The County's Informal Solicitation Number 1109420 (Attachment C); and
- D. The Contractor's written Proposal, dated August 19, 2019 (Attachment D).

ARTICLE III
SCOPE OF SERVICE

The Contractor must provide the County with the services, personnel, operating requirements, and meet all other requirements for the performance of the work as set forth in Informal Solicitation #1109420, Section II, Scope of Services, and the Contractor's written Proposal dated August 19, 2019. The County will provide the space, utilities, and storage space as described in Item 2 (Service Provided to Contractor) and Item 5 (Space on Premises Assigned to the Contractor) of Section II., Scope of Services, of the Informal Solicitation. In addition, the Contractor agrees to the following:

A. **FOOD SERVICE LOCATION**

The Contractor must provide a turn-key food services operation, including proper management and adequate staffing, as described in the Informal Solicitation, this Contract, and the Contractor's Proposal, at:

Wheaton Library and Community Recreation Center, 11701 Georgia Avenue, Silver Spring, Maryland 20902.

B. **MANAGING DEPARTMENT**

The County's managing department for this Contract is the Department of General Services, Division of Central Services, with its administrative office located at 101 Monroe Street, 9th Floor, Rockville, Maryland 20850.

B. **WORK SCHEDULE**

The Contractor must provide the goods and services required by this Contract in accordance with Item 3. Hours of Service, of Section II. Scope of Services, detailed in the Informal Solicitation.

C. **LEGAL REQUIREMENTS**

The Contractor must provide the goods and services and work as described herein in compliance with the specifications and requirements of this Contract and must meet all applicable Federal, State, and Local laws and regulations.

SIGNATURES

KAFAR KAFE, LLC

By: Lene Tsegaye

Typed: Lene Tsegaye

Title: owner

Date: 10/29/2019

MONTGOMERY COUNTY, MARYLAND

By: [Signature]
Avinash G. Shetty, Director
Office of Procurement

Date: 12-6-19

RECOMMENDED

By: [Signature]
Sunil Pandya, Chief
Contracts Section
Division of Central Services
Department of General Services

Date: 11/1/19

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
Office of County Attorney Megan Greene

Date: 11/5/2019

ARTICLE IV
CONTRACT TERM

This Contract is effective upon signature by the Director, Office of Procurement. The initial term of this Contract is for a term of one (1) year. Before this term for performance ends, the Director at his/her sole option, may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew the term four (4) times for one (1) year each.

ARTICLE V
COMPENSATION & PRICING

The County will in no way subsidize the food service operation. The County will obtain no part of any profits earned, nor will the County be responsible for any loss incurred pursuant to the food service operations provided by the Contractor. The Contractor is solely responsible for collecting funds from cafeteria patrons.

ARTICLE VI
CONTRACT ADMINISTRATION

A. **CONTRACT ADMINISTRATOR DESIGNEE**

The Contract Administrator is Sunil Pandya, Chief, Contracts Section, Division of Central Services, Department of General Services. The Contract Administrator designee has the duties and responsibilities outlined in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor.

B. **CONTRACTOR DESIGNATED POINT OF CONTACT**

The Contractor designated point of contact for all correspondence is:

Lene Tsegaye
Kafar Kafe, LLC
963 Bonifant Street
Silver Spring, Maryland 20910
(P) (240) 670-7424
E-Mail: <https://www.kefacafelove.com>

[SIGNATURE PAGE FOLLOWS]

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. 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 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;

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)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	

TABLE B. INSURANCE REQUIREMENTS
 (See Paragraph #21 under the General Conditions of Contract
 between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>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

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850 4166

(Remainder of Page Intentionally Left Blank)

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.

ATTACHMENT B

MANDATORY MINIMUM INSURANCE REQUIREMENTS

Café Operation at the Wheaton Library & Community Recreation Center - Rent Free 250 sq. ft.

Delivery of quality hot and cold beverages, pastries, and sandwiches in a sanitary environment. No kitchen facilities available for food preparation

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) 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. 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.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence and two million (\$2,000,000) aggregate***, 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

Worker's 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***

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.

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, MD
Central Svs / Yemisi Ogbodo
101 Monroe St, 9th floor
Rockville, Md 20850

J:\INSURANCE SECTION\REQUIRE_LTR\General Services 36\Central Services Real Estate & Management Services
3620\CafeCoffeeSnackBarOperationAtWheatonLibrary 1106617.docx



Notice

Request for Proposal
Wheaton Library Cafe
Solicitation #1109420

Offerors who submitted a response to the previous informal solicitation #1106617 are not required to resubmit a response to this informal solicitation, as long as the offeror's prior response met the requirement of this informal. If an Offeror chooses to submit a response to this informal, the County will not consider the prior response. It is the sole responsibility of the offeror to ensure its response meets the full requirements of the Informal solicitation.

1. 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).

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

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not **application submitted/certified** in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."

2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its 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 LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

I. Administrative

Montgomery County Department of General Services, is requesting a proposal for the operation and maintenance of a Café at the Wheaton Public Library, located at 11701 Georgia Avenue, Wheaton, Maryland 20902

1. Submission Requirements

1. Proposals are due no later than **3:00 pm on September 30, 2019**. Offeror's **MUST** submit their proposals in Adobe Acrobat (PDF) electronic format via email to Sunil.Pandya@montgomerycountymd.gov. The proposals must be clearly marked with the solicitation number, due date, and due time; and should be comprised of only one electronic document in PDF format.
2. Please note that any proposals received after **3:00 pm on September 30, 2019** will not be considered for award under this solicitation.
3. Proposals must include the following:
 - a. Contractor's Experience (Attachment C)
 - b. Include Offeror's profile (Attachment C)
 - c. At least two (2) references that may be contacted to attest to the experience of offeror's work of similar nature and scope to the scope required by the County.
 - d. Café Business and Operation Plan -Buildout Plan of the Café (Attachment D)
 - e. Product Listing – The Offeror is required to submit the following listing with its proposal (Attachment E)
 - f. Wage Requirements Certification (see Attachment F).
 - g. Proof of legal name:
 1. Incorporated Entity:

- W-9
 - Articles of Incorporation and/or Articles of Amendment (NOTE-the name on the W9 **must** match the names listed in the Articles)
2. Sole Proprietorship:
 1. W-9
 2. Email or letter from proprietor stating his/her name as shown on his/her social security card
 4. Technical questions regarding the CAFÉ space/location may be directed to Anjali Gulati at 240-777-6061 or via email to Anjali.Gulati@montgomerycountymd.gov

II. Scope of Services

1. Background

- a. It is the intent of Montgomery County, hereafter referred to as the “County”, to enter into a contract with a qualified entity that will be responsible for the operation and maintenance café providing coffee, other hot beverages, cold drinks, pastries, sandwiches, and other services to Wheaton Library and Community Recreation Center. The café will operate out of over 90,000 sf space, located just north of the Wheaton Central Business District, at the intersection of Georgia Avenue and Arcola Avenue at 11701 Georgia Avenue, Wheaton Maryland 20902.
- b. The site is ½ mile from the Metro and directly adjacent to a bus stop. The facility has 70 surface parking spaces and an underground garage of an additional 175 parking spaces.
- c. The Offeror must submit a proposal detailing experience in and the sound management of a café that is approximately 250 sf. 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 Library and Recreation Center customers and staff. with a menu and charges for the products reflecting Montgomery County area prices.
- d. 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.
- e. 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.

- f. 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.
- g. The Contractor must have experience operating and also have experience serving to a diverse customer base.

2. Service Provided to Contractor

- a. The County shall provide the following:
 - Electricity
 - Heating/cooling per policies of the County's Energy Conservation Program.
 - Hot and Cold potable running water.
 - Secure storage space for Contractor to store utility service equipment and supplies.
- 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.

3. Hours of Service

- a. The Library will be open seven days a week except for County Government holidays.
Library hours are currently

**Monday thru Thursday: 9:30 a.m.- 8:30 p.m.,
Friday and Saturday 10:00 a.m. – 6:00 p.m.,
Sunday 1:30 p.m. – 4:30 p.m.**

Hours of operation are subject change. The café may open independent of library hours. Change in Operational hours will need approval by the Contract Administrator.

5. Space on Premises Assigned to the Contractor

- a. The café space will be provided to the Contractor rent free as long as a valid contract is in effect. It shall be the Contractor's responsibility to maintain all space associated with café operations in clean and uncluttered condition throughout the term of the contract.

- b. 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 all equipment necessary for its full operation. The Contractor will be prohibited from using telephone, copying, computer or general office equipment that is owned, rented, or leased by the County.
- d. The set-up and appearance of the space and any items sold are subject to approval, modification, or requirement for removal by the County if such present any operational or aesthetic problems at the site. All modifications and modification plans must be approved by Contract Administrator.

6. Financial Procedures and 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.

7. Contractor's Responsibilities

1. Personnel

- a. The Contractor will be required to employ one full-time Manager/Supervisor to be assigned to the Wheaton Library Café. This individual must be acceptable to the County and must have a minimum of two years 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 café. All Contractor personnel shall be solely in the employment of the Contractor.
- c. Employees serving customers directly must be able to communicate proficiently in English and are expected to be courteous to customers at all times.

- d. The Contractor shall ensure that a Manager/Supervisor is available during all hours of operation.
- e. The Contractor shall bear financial responsibility for any vandalism or loss due to its employees.
- f. All customer complaints will be resolved by either a correction of the deficiency or a cash refund of the total amount paid within 24 hours of the notification to the Contractor, by the complainant. Each customer must be treated in a courteous manner without discrimination.
- g. Contractor personnel shall be required to adhere to all security provisions in effect at the Silver Wheaton Library.

2. Operational

- a. The Contractor at its own expense, shall be responsible to procure food, beverages, and supplies, and provide all equipment necessary for the operation of the café. The equipment will remain the property of the Contractor.
- b. The Contractor must maintain, at all times, the café facility 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" program. The café facility is subject to inspection by the County's Department of Health and Human Services, as well as other authorized County staff.
- c. At a minimum the Contractor shall adhere to the following standards and procedures.
 - Damp mopping of spills on tiled floors
 - Waste and recycling receptacles adjacent to and in the vicinity of the café shall be emptied and cleaned. Soiled receptacle liners shall be replaced.
 - All spills on tables, chairs, floors shall be immediately cleaned by the Contractor. The Contractor must have on site, any and all required cleaning supplies and equipment to effectively clean the affected area(s).
- d. 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 area, food service lines, vending machines, 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.

- e. Montgomery County's Carryout Bag Law: All retail establishments in Montgomery County that sell goods and provide their customers a plastic carryout bag is required to charge 5 cents per bag.

8. Equipment

The Café will be built out by Montgomery County as part of the building construction including the walls, millwork, installed equipment, doors, lighting, power, plumbing, sinks, and even a coiling security curtain that can be locked for afterhours security. *The vendor will be responsible for any countertop equipment such as coffee, tea, espresso machines, bakery display case, and anything else that isn't permanently installed, or may purchase/rent a self-contained kiosk, or coffee bar that will fit in the space provided by the County. The Offeror's proposal (Attachment C) shall include a detailed description and specification for the unit(s) to be installed or a plan for the construction of a built-in space.*

9. Menu

The Offeror's proposal must be specific and include proposed menu items, pricing and portion sizes, to be offered for sale and must include at a minimum the following:

- A variety of non-alcohol hot and cold beverages.
- Coffee
- Iced Coffee
- Espresso
- Latte
- Hot tea
- Hot chocolate/cocoa
- Bottled water
- Pastries and cookies
- Fresh fruits

The Offeror's proposal may contain other menu items, pricing, and portion sizes, as the vendor deems practical and profitable with the equipment, licensure, and working space likely to be feasible in the facility. Items sold are subject to approval, modification, or removal by the County if they present any operational or aesthetic problems at the site.

10. Portions/Pricing

- a. The item by item prices and portion sizes submitted by the offeror in response to this solicitation, 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 portion sizes and pricing specifications,

standard recipes, food cost margins and other relevant factors that are determinants of portion sizes and pricing structures.

- b. Attachment C in this solicitation shall serve as a guideline in assisting the Contractor in developing a proposed price and portion chart which must be included as part of the Offeror's submittal.

11. Cashiering

The Contractor shall be responsible for providing the necessary electronic cash register(s) to include the installation and maintenance thereof. A cash register system shall be selected according to the following specifications.

- The cash register(s) must be electronic.
- The cash register(s) will print out an itemized receipt for every transaction.

12. Inspections

Food/beverage services operated under this Contract with the County may be inspected periodically by representatives of the County Health Department, and other agencies as required by Federal, State, and Municipal government regulations. The café operation will be subject to inspections by the County Fire Department and other agencies relative to safety requirements. Upon completion of each inspection, the Contractor will be advised of deficient conditions for which it is responsible. Deficiencies reported shall be promptly communicated to the Contract Administrator by the Contractor and shall be corrected by the Contractor within 30 days.

13. License and Permits

The Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses for compliance with applicable Federal, State and Local laws, codes, and regulations in connection with performance of services specified herein. The Contractor shall furnish all services in accordance with applicable City, County, State, Federal, Social Security and IRS laws, codes, ordinances, and regulations governing food/beverage sales/service operations and must conform to requirements, established by underwriters and insurers of the County. All inspection certificates/permits must be posted in a visible area.

14. Equipment to be supplied by Contractor

- a. All equipment must be fully functional, furnished, and installed at the expense of the Contractor. Title/lease to all equipment will remain with the Contractor. All equipment shall be clearly labeled as to the ownership, contact name and phone

number for repairs. The County will not be held liable should damage or loss of any equipment or products contained therein occur while on County premises.

- b. Provide replacement equipment that becomes unserviceable or otherwise fails to comply with any and all specifications set forth in the Contract. Contractor shall make satisfactory repair or replace damaged or defective equipment within one (1) business day of notice from the Contract Administrator.

III. EVALUATION CRITERIA AND AWARD METHOD

Each proposal will be reviewed and evaluated based on the evaluation criteria listed below:

	<u>Points</u>
Evaluation will be based on the following criteria:	
A. Contractors Experience - (Complete Attachment C)	<u>40</u>
C. Café business and operation plan (Complete Attachment D)	<u>40</u>
D. Product Listing (price proposal – Attachment E)	<u>20</u>
Total	<u>100</u>

IV. PERFORMANCE PERIOD

1. Term

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work upon the County's issuance of a Notice to Proceed and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) times for one (1) year each.

ATTACHMENT A

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. 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 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.
- B. 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.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.

- D. 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.
- E. 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)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for				

contractors with employees)

Bodily Injury by

Accident (each)

100

100

100

See

Disease (policy limits)

500

500

500

Attachment

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 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
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

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

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TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>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

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

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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. 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

ATTACHMENT B

MANDATORY MINIMUM INSURANCE REQUIREMENTS

Café Operation at the Wheaton Library & Community Recreation Center - Rent Free 250 sq. ft.

Delivery of quality hot and cold beverages, pastries, and sandwiches in a sanitary environment. No kitchen facilities available for food preparation

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) 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. 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.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000), per occurrence and two million (\$2,000,000) aggregate***, 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

Worker's 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***

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.

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, MD
Central Svs / Yemisi Ogbodo
101 Monroe St, 9th floor
Rockville, Md 20850

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

ATTACHMENT C

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

Experience of Offeror in Providing a Café Operation in a Diverse Community. Offeror's Profile - List at least 2 (Two References).

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ATTACHMENT D

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

CAFÉ Business Plan and Operation Plan – The vendor will be responsible for any countertop equipment such as coffee, tea, espresso machines, bakery display case, and anything else that isn't permanently installed, or may purchase/rent a self- contained kiosk, or coffee bar that will fit in the space provided by the County. The Offeror's proposal shall include a detailed description and specification for the unit(s) to be installed or a plan for the construction of a built-in space.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ATTACHMENT E

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

[illegible]

ATTACHMENT F

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damage amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. reserved-intentionally left blank.
- ☐ 2. **a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).**
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law or furnish a copy of the contract or grant**).

- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	<input type="checkbox"/>

**Proposal
For Wheaton Library Café**

Community through Coffee

Solicitation #1106617

1109420

Montgomery County, Maryland

Due Aug. 23, 2019 before 3:00pm

Submitted to

Sunil.Pandya@montgomerycountymd.gov

Submitted by Lene Tsegaye

Owner, Kafar Kafe, LLC

Phone: 240-670-7424

Email: emnet98@verizon.net

<https://www.kefacafelove.com>

August 19, 2019

2019 Winners: Food & Beverage

BAKERY

Classic Bakery

Gaithersburg

classicbakery.com

JennyCakes Bakery

Kensington

jennycakesbakery.net

Les Belles French Bakery

Rockville

lesbellesbakery.com

BARBECUE

Mission BBQ

Rockville

missionbbq.com

Smoke BBQ

Bethesda

mysmokebbq.com

Urban Bar-B-Que Company

Rockville, Silver Spring

urbanbbq.com

BREAKFAST

First Watch

Gaithersburg, Rockville

firstwatch.com

Taste Diner

Bethesda

tastediner.com

Ted's Bulletin

Gaithersburg

tedsbulletin.com

BURGERS

Clyde's Town Cafe

Rockville

clydescafe/town-cafe-bridge

Copper Canyon Grill

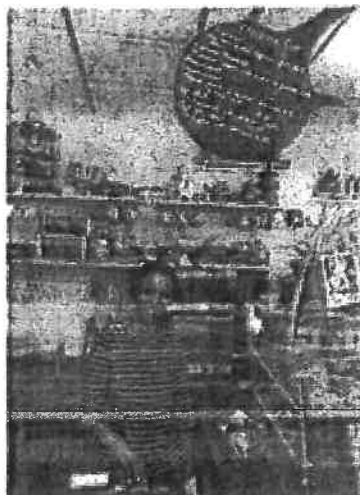
Gaithersburg, Silver Spring

cogrill.com

Ted's Montana Grill

Gaithersburg

tedsmontanagrill



Coffee and Community

Kefa Cafe has been attracting Silver Spring locals for 23 years with no sign of slowing down. Known for the region in Ethiopia that is the birthplace for Arabian coffee, in addition to the original location on Montford Street, the two Ethiopian co-owners, Lena and Abebe Tesfaye, opened a second location in 2015 on Wayne Avenue, adjacent to the Silver Spring library.

The idea to create a community coffee shop originated with Abby, the Tesfayes' brother, who had the vision and saw opportunity in the growing diaspora.

"We wanted people to have a decent life," Lena says. "People are so disconnected. We wanted them to overcome their cultural bias and have a place to go for their sanity, to connect and learn about each other." Abebe, who runs the original location, says there are few challenges. "It's such a welcoming community that it makes our jobs easy. It's their home away from home."

Kefa tries to remain as green as possible, using biodegradable straws, for example, as well as high quality coffee and local produce that provide both vegan and kosher options.

The Montford location serves a light breakfast and lunch, including bagels, pastries, salads, sandwiches, and quiche, along with a wide variety of espresso drinks and coffee, many roasted locally. Some of the food is brought to the Wayne Avenue location, which focuses on espresso drinks.

There was a fire next to the original location in 2015, which closed the shop for more than 10 months. "But our landlords, Chuck Levin and Abby, his daughter, were so supportive," Lena recalls, and in some ways it was a mixed blessing, leading to the creation of their second location.

— Story and photos by Sherry H. Schweitzer

Kefa: Montford location, 1000 Montford St., Gaithersburg, 301-948-2019

Table of Contents

- A. General Conditions of Contract
- B. Mandatory Minimum Insurance Requirements
- C. Contractors Experience
 - a. Profile
 - b. List at least 2 (Two References)
- D. Café Business Plan and Operation Plan
- E. Product Listing / Price Proposal
- F. Proof of Legal Name (W-9)

Attachments:

- G. Proof of Legal Name (Articles of Organization)
- H. Wage Requirements Certification
- I. Evidence of Commercial Property Insurance
- J. Letters of Support

A. General Conditions of Contract

We understand and are prepared to deliver on the contract's general conditions.

B. Mandatory Minimum Insurance Requirements.

We understand the mandatory minimum insurance requirements and are currently meeting them. Evidence of Commercial Property Insurance is appended to the proposal.

C. Contractors Experience

1) Experience Providing a Café Operation in a Diverse Community.

We own and operate Kefa Café (legal name Kefar Kafé, LLC), operating a storefront coffee shop, a library café, and a catering service.

a) Exceptional experience in café operation.

We bring over 23 years experience in café operation in Montgomery County. We have been in business since June 10th 1996 when we opened a coffee shop on Bonifant Street in downtown Silver Spring. In 2015, we were awarded the opportunity to build out and launch the 12-seat approximately 250 ft² urban café in the new Silver Spring Library building. We continue to operate both locations. We have a solid reputation for delivering excellent espresso drinks and extraordinary customer service and have developed a loyal following.

A quality café experience for customers and a sustainable business in a diverse community requires excellent coffees, quality food products, outstanding customer service, community relationships, and effective operations.

Coffees. We are serious about the craft of making coffee drinks. A perfect shot of espresso, for example, requires high quality roasted beans perfectly ground, expert tamping, filtered water, and brewing for just the right number of seconds. We pay attention to the details, such as ensuring filtered water and "dialing-in" - or changing settings - on the grinder according to the weather. We currently have private label agreements and purchase coffee beans from the region's suppliers of the best quality organic, fair-trade and expertly roasted coffees, including Orinoco Coffee and Nagadi Coffee Roastery, a specialty roaster based in Silver Spring that roasts premium hand-sourced beans and works closely with small-holder farmers in countries of origin.

Food Products. We offer a variety of products, including items supplied by local bakeries. Our menus have evolved over the years and continue to be flexible according to customer needs and requests in each location. For example, we

purchase carrageenan-free soy and almond milk varieties and offer vegan and gluten-free food, our choices of sweeteners include raw sugar and agave nectar.

Customer service. In addition to our excellent coffee, we are well-known for providing the very best customer service. We treat customers with the personal touch that is often overlooked in larger establishments. Most of our online reviews include praise for our stellar service, one of the core foundations of our success.

Community relationships. The mix of relationships with local suppliers, fellow business owners, community leaders, and art organizations sets our business apart from other small restaurants in the area. We have trusted relationships with vendors, most of whom are local family-owned, socially-responsible businesses. We are actively implementing environmentally friendly practices to minimize the environmental footprint of our company, and we have a long-standing commitment to offering a "third space" for culture, connection, and community.

b) Experience operating a 250 ft² café.

Although we had decades of experience running a larger coffee shop, we learned how to launch and operate a smaller café within a Montgomery County library facility five years ago, similar to the proposed scope and size of the Wheaton Library project.

When we decided to take on the Silver Spring Library café project, we understood that the project was untested and would be an experiment. We wanted both to grow our business and work with the County and Library to develop a model that could work elsewhere and in future projects. We have had a good experience, continue being successful, and have renewed our commitment.

ability to
grow a
business

We are in compliance with all local, state, and federal laws, regulations and ordinances. We maintain all appropriate licenses and permits, collect proper sales and food and beverage taxes, and report to the proper state agencies. In both locations, we have obtained necessary Montgomery County Health Department permits, building permits, and have passed inspections.

c) Exceptional experience serving a diverse community. We are recognized and known locally as business owners who are rooted in Montgomery County. We have deep ties to the people, organizations, and businesses here. Over the years, in direct and indirect ways, we have supported local families, youth, students, artists, poets, musicians, people with developmental disabilities, immigrants, refugees, and other small business owners. We have a deep history here and commitment to serving as an anchor and offering a "third space" for culture, connection, and community-building.

In both locations, our existing customer base is diverse in age, income, profession, race, origin, and cultural interests. Customers tell us that they think of Kefa Café as a community space, where they meet to socialize and to plan projects and further their own business and volunteering. Our professional, inclusive, and community-oriented brand will serve as a perfect complement and support to the public services to be provided in the Wheaton facility. We can create a similarly inclusive environment in the renovated library, specific to the community in Wheaton.

"Their customers include, not only the racial and ethnic mix of the area, but also a mixture of economic, professional and political diversity which is so indicative of our community, but so rarely found in a business model, like Kefa's." —Karen Roper, ESSCA, Chair of Land Use, Zoning and DPWT

"I have been going there for more than 10 years and it is my favorite spot in Silver Spring. Why? Because as immigrants themselves, Lene and Abeba understand what it is like to feel different in a new culture... I volunteer at Montgomery Blair High School in the Career Center. We have students from over 60 countries speaking over 100 languages. This is the way the world will look one day. I send many students and adults to the Kefa Café instead of chain restaurants because I know they will feel welcome."
— Cathy Henderson, Silver Spring resident

e) Experience working with Montgomery County and its library system.

We understand the opportunity, responsibility, and challenges of launching a café operation inside a County-owned building. While we are excited about the opportunity to grow and expand our business, *we take seriously the responsibility to create and deliver a customer experience that reflects the County's commitment to an equitable and inclusive community.* We offer more than "just" a place to purchase coffee. We offer that and a deep commitment to service.

The special responsibility of launching and operating a café business *within a public building* that provides services to residents inherently presents challenges not typically faced by other businesses. We have experience addressing those challenges as colleagues and partners with County officials, the Department of General Services, and library staff. For example, in the Silver Spring Library location, we worked with the County on a plan for improved signage, updated understanding about occupants of the building, and timing of decisions and construction. Transparency, communication, and flexibility is important in achieving the goals of serving customers and County residents.

f) Community-rooted and experienced owner-operators. We started this business as immigrants to this country and our business is a reflection or a part of the diverse business community of Montgomery County. We are proud of our business and of our genuine connections and history. We look forward to

growing our business in partnership with the County and in service to the Wheaton community.

2) Profile

The following references can speak to our experience launching and managing a café operation similar to the scope required by the County.

Abbe Levin

Property Owner and Landlord, Chuck Levin's Washington Music Center

abbe@chucklevins.com

phone: 301-299-0725

(see also attached letter of support)

Uzoma Onyemaechi

Branch Manager of the Silver Spring Library

Uzoma.Onyemaechi@montgomerycountymd.gov

(see also attached letter of support)

Javier Rivas

Small Business Coach and Liaison, Montgomery County

jrivas@ledcmetro.org

(see also attached letter of support)

Anita Vassallo

Acting Director of the Montgomery County Library

anita.vassallo@montgomerycountymd.gov

Kit Wood

Green Plate Catering

phone: 301-949-7601

D. Café Business Plan and Operation Plan

Summary. We propose to contract with Montgomery County to operate and maintain a café providing coffee, other hot beverages, cold drinks, pastries, sandwiches, and other services to Wheaton Library and Community Recreation Center. The small café (under 250 ft²) will operate within a space of over 90,000 ft² located just north of the Wheaton Central Business District, at the intersection of Georgia Avenue and Arcola Avenue at 11701 Georgia Avenue, Wheaton, Maryland, 20902.

Our proposed café operations will include, but are not limited to, providing quality hot and cold beverages, pastries, and sandwiches in a sanitary environment by a

responsive, dependable workforce to the Library and Recreation Center customers and staff, with a menu reflecting Montgomery County area prices.

Our business will be responsible for inventory, procuring food, beverages, and supplies, and will provide all equipment necessary for the operation of the café. The equipment will remain our responsibility and our property. We will operate with transparency and look forward to cooperating with the Library, the Rec Center, and with the County.

Our brand is rooted in quality and community. We say "coffee through community." Kefa Café serves the highest quality, sustainably-sourced coffee and expertly made espresso drinks. We use socially-responsible and sustainable practices in operating our business. We support Social Service, Arts and Community organizations, and local artists and artisans. We envision the Wheaton Library café as an extension of the Kefa Café brand, tailored to the needs of the library patrons, Rec Center participants, and other community members visiting the building.

Recently, Kefa Café became a business member of Green America and is currently applying for Green Business Certification to document our commitment to meeting high standards for social and environmental impact in our community.

The Kefa Café identity will carry over from our long-standing café on Bonifant St. in Silver Spring and the kiosk café in the Silver Spring Library, into a version tailored to the particular space in the Wheaton Library, connected and supportive of the library and community recreation center cultures, and responsive to the community of customers.

a) Business Plan

Growth and Purpose of The Proposed Expansion. We propose to expand our beloved and successful café business by launching and operating the Wheaton Library Café. It will be our third location. In 1996, when we opened the first coffee shop in Silver Spring, our mission was to create a gathering space in the community that was welcoming and inclusive. We were successful in that mission. Then, we came to Silver Spring Library with a mission to develop a model café appropriate for a library building with community organization tenants. We have been successful in achieving that mission as well. Now we would like to bring our model further into the County, bringing to the Wheaton community what we have been able to offer in downtown Silver Spring. We strongly believe a good coffee shop should be in the Wheaton Library.

Company Mission. To create a pleasant atmosphere that encourages social interaction and conversation among residents within the local neighborhood community, as well as citizens and visitors of Montgomery County.

Brand Position. Kefa Café provides space where neighbors share ideas and build community over coffee and locally-sourced goods. Newcomers come to Kefa Café to become neighbors, and neighbors visit to become family. Family sits at the foundation of Kefa Café in both the ownership, as well as the relationship with patrons. Neighbors know they can come to Kefa Café for delicious coffee, tea, and bites, but Kefa Café is more than simply a coffee shop. It is a second home.

✓
plus.
Comm
involved

Company Philosophy. Buy locally and let us together build a thriving community. We cannot spell community without unity — or without each other. Without our customers, we wouldn't be anywhere. It works both ways and we support each other. Growing together, we are one.

Products. Beverage and food products will mirror the offerings in the Silver Spring Library café. We will offer a variety of items at different price points (see Section C for detailed product list).

Our existing relationships with a trusted set of vendors enable us to deliver the product quality our customers have come to expect. We will offer a range of products at different price points. The menu will include a variety of non-alcoholic hot and cold beverages, including coffee, iced coffee, espresso, latte, hot tea, hot chocolate/cocoa, glass bottled water, pastries and cookies, and fresh fruits.

✓ The coffee we will offer in the Wheaton Library café will be of the same quality in ingredients and in production as our flagship coffee shop and in the Silver Spring Library. We purchase coffee beans wholesale from Nagadi Coffee Roastery, located in Silver Spring and is a family-owned by Felix Tansil and Patricia Carvalho. Their company values and passions sync with ours. We use filtered water and high quality ingredients. All of our pastries are prepared locally by family-owned small batch bakeries. For example, we work with Wheaton-based Green Plate Catering and we are adding Ella's Bake Shop as a vendor for cupcakes, cookies, brownies, and the like. As we do in our current shops, we will listen to our customers and respond with creativity and flexibility.

quality

Portion sizes and pricing structure will be standard for the industry and in line with our other two locations.

Customer Service. Quality coffee drinks require premium ingredients and expert production, which comes only with training, practice, and attention. We grind, tamp, and pull shots using high-quality beans and specialty Italian-made equipment for each individual order.

In addition to our excellent coffee, we are well-known throughout the region for providing the very best customer service. We treat customers with the personal touch that is often overlooked in much larger establishments.

Marketing. We are experienced in serving a diverse market of consumers in Montgomery County, and are prepared to continue doing so in the Wheaton area. We anticipate that the Wheaton Library café will attract library patrons and recreation center users, library staff, and neighborhood residents.

Plus //

Over the years, Kefa Café has attracted the attention of local media. Kefa Café was the 2014 Winner in the Best of Fenton Village and the inaugural year recipient of IMPACT Silver Spring's Community Builder Award for building multicultural bridges between business and the arts (2007). We received the Small Business of the Year Award in 2006 from Greater Silver Spring Chamber of Commerce. Recently, we were featured in as the 2019 Food & Beverage Winners in MontgomeryMag.com

b) Operations Plan.

Operations and Management. What we had in mind when we built and created the Silver Spring Library café, was for it to become a model for the County to build more community cafés in other public libraries. We are committed to cooperating with the County to ensure that its expectations for enhancing the Wheaton facility are met. We want to make the Wheaton Library operation a successful business expansion for us and in addition we want to ensure that it becomes a community asset within the public space.

We will be guided by our decades of experience operating and managing cafés in Montgomery County. We will continue our general business approach, with operations tailored to the Wheaton space in the renovated building: *excellent coffees, quality food products, outstanding customer service, community relationships and marketing, and effective operations and management.*

Financial. Our business and operations plans are informed by our direct experience launching and operating a similar café in the Silver Spring Library. For the Wheaton Library, we have adjusted our financial plans to the particular location, the equipment, working space, and anticipated patrons and customers.

We have received business advice on business growth and strategy through the Latino Economic Development Center's Business Resilience Program. Javier Rivas, their Small Business Coach and Liaison, has previously owned and operated independent cafés located within Politics & Prose Bookstore in Washington, DC and near the Takoma Park Metro.

Plus //

We know that we can launch and operate for the first six months with only \$15,000 in new capital. We have already secured a microloan through a business lender and investment of friends and family. Our experience will make it easier for us to operate this café financially, based on what we have learned from developing the model in Silver Spring.

Additional Scope of Services

Hours. We are familiar with Montgomery County library schedules, and understand that Wheaton Library hours are Monday through Thursday: 9:30 a.m.- 8:30 p.m., Friday and Saturday 10:00 a.m. – 6:00 p.m., Sunday 1:30 p.m. – 4:30 p.m., except for holidays. The café will have regular hours and a schedule approved by the Contract Administrator.

Personnel. We will train new staff in barista and customer service. We plan to hire a full-time manager and a part-time associate. In hiring, we agree to fulfill the requirements stated in the scope of services.

Operational. We understand and agree to the terms stated in the scope of services.

Cashiering. We will provide electronic cash register(s) and include the installation and maintenance thereof. It will be able to print itemized receipts.

Inspections. We know Montgomery County rules and regulations regarding food service sites, are familiar with inspections, and understand how to meet expectations. Any deficiencies reported shall be communicated to the Contract Administrator and corrected as soon as possible.

License and Permits. Our business will be responsible for obtaining the necessary licenses for compliance with applicable laws, codes, and regulations. We will abide by applicable laws, codes, ordinances, and regulations governing food/beverage sales/service operations and conform to requirements, established by underwriters and insurers of the County. Inspection certificates/permits will be posted in a visible area.

Equipment to be supplied by Kefa Cafe. We understand that we will be responsible for procuring, installing, and maintaining countertop equipment such as coffee, tea, espresso machines, bakery display case, and the like.

Equipment and fixtures to be purchased include:

Blender

Espresso machine

Coffee maker

Cup dispenser

Cutting board

Pastry display

Toaster

Point-of-sale system register

2 different coffee grinders (regular and decaf)

Drip coffee pot
Cooler/display for bottled drinks
Milk/Cream thermoses (3)
Cookie jars

Operation. We will operate the café area in compliance with local, state, and federal laws, regulations and ordinances, obtaining and maintaining all appropriate licenses and permits, and collecting proper sales and food and beverage taxes and reporting to proper state agencies.

Financial Procedures and Compensation. We will 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. We will maintain daily records of all sales and expenses. These records can be made available for the County's inspection during regular business hours.

We do not expect the County to subsidize the food service operation. It is not entitled to any portion of profits earned, nor responsible for any loss incurred pursuant to the café operations.

Scope of Services Provided by the County

We have reviewed the County's equipment plan and rendering. Our essential operating assumptions include the following:

- The Wheaton Library Café will be built out by Montgomery County as part of the building construction.
- The build out will include the walls, millwork, installed equipment, doors, lighting, power, plumbing, sinks, and importantly, a coiling security curtain that can be locked for after hours security and will not include a kitchen.
- Space will be provided rent-free for the duration of the contract.
- The contracted agreement will be one year, with option to renew for at least four years.

We expect the County to provide the following:

- Electricity
- Heating/cooling according to the policies of the County's Energy Conservation Program
- Hot and cold potable running water.
- Secure storage space for Contractor to store utility service equipment and supplies

We understand that the County cannot guarantee uninterrupted utility service and will not provide maintenance services to our operations or the café space, except to ensure all reasonable efforts to restore interrupted service.

E. Product Listing / Price Proposal

Product Item	Item Description Brand Name	Production Size or Weight	Product Selling Price Per Item
Espresso	Nagadi	2oz	\$2.50
Espresso Macchiato	Nagadi	2oz	\$3.00
Americano	Nagadi	16oz	\$3.00
Cappuccino	Nagadi	10oz	\$3.50
Cafe Latte	Nagadi	10oz / 12oz	\$3.99 / \$3.99
Cafe Mocha	Nagadi	10oz / 12oz	\$4.49 / \$4.99
Cafe Breve	Nagadi	10oz/12oz	\$4.49 / \$4.99
Cortado	Nagadi	8oz	\$3.25
Coffee	Nagadi	12oz / 16oz	\$2.25 / \$2.50
Cafe Au Lait	Nagadi	12oz / 16oz	\$3.99 / \$ 3.99
Cold Brew	Nagadi	16oz	\$3.45
V60 Hand Brew	Nagadi	10oz/ 16oz	Market price
Chai	Big Train	16oz	\$4.00 <i>4.00</i>
Hot Chocolate	Morin	16oz	\$3.50 <i>4.00</i>
Tea	Harney & Son	16 oz	\$2.65 <i>2.75 - 3.00</i>
Bottled Drinks Soda, kids drinks	J&F	10oz to 16	\$1.99 to 4.25

Cookie Vegan, gluten free	Velets Green Plate Catering	2oz to 5oz	1.25 to 4.45
Brownie	Velets Green Plate Catering	2oz to 5 oz	1.99 to 4.45
Croissant	French Bakery	2 oz to 5 oz	\$2.25 to 2.99
Danish	French Bakery	2oz to 5oz	\$2.45 to 3.25
Scone	French Bakery	2 oz to 5 oz	\$2.45 to 3.45

Muffins	French Bakery	2 oz to 5 oz	\$2.25 to 2.99
Chips	Route 11	1oz 4 oz	\$1.25 to 1.99
Fresh Fruit	Local Farmers	per Fruit	\$1.00
Bagels/cream cheese	French Bakery		\$2.99
Pre-Wrapped Sandwiches	Green Plate Catering		\$5.99 to 8.99 with chip
Salad Bowls	Green plate catering		3.99 to 5.25

F. Proof of Legal Name: W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
KAFAR KAFE LLC

2 Business name/disregarded entity name, if different from above
KEFA CAFE

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box to the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner (unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.
963 BONIFANT STREET

6 City, state, and ZIP code
SILVER SPRING MD 20910

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] - [] - []

or
Employer identification number
51-0545391

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Aboba Segaye** Date **8/15/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Oct. No. 10231X Form W-9 (Rev. 10-2018)

Attachments

G. Proof of Legal Name: Articles of Organization

Copies of the original LLC filing in 2006 with Maryland and the revival filing in 2015 are attached.

H. Wage Requirements Certification

The certification form is attached.

As a "covered employer," we will submit quarterly (January, April, July and October for the prior quarter) certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager.

Currently, we are in the practice of submitting payroll records.

The payroll records include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Copies of previous employee earnings records available upon request.

I. Evidence of Commercial Property insurance

Attached.

J. Letters of Support

Attached.

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

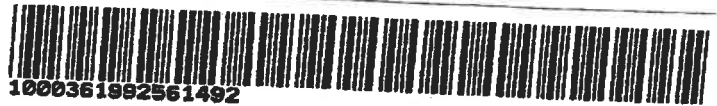
DOCUMENT CODE C60 BUSINESS CODE 20

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000361992561492

ID # W11116539 ACK # 1000361992561492
LIBER: B00919 FOLIO: 0591 PAGES: 0002
KAFAR KAFE, L.L.C.

02/15/2006 AT 10:09 A WO # 0001181871

New Name _____

FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: _____

Expedite Fee: 20

Penalty: _____

State Recordation Tax: _____

State Transfer Tax: _____

Certified Copies _____

1 Certificates

Copy Fee: _____

Certificate of Status Fee: 20

Personal Property Filings: _____

Mail Processing Fee: _____

Other: _____

TOTAL FEES: 190

Change of Name _____

Change of Principal Office _____

Change of Resident Agent _____

Change of Resident Agent Address: _____

Resignation of Resident Agent _____

Designation of Resident Agent _____

and Resident Agent's Address _____

Change of Business Code _____

Adoption of Assumed Name _____

Other Change(s) _____

Credit Card _____ Check ✓ Cash _____

1 Documents on 1 Checks

Approved By: 10

Keyed By: _____

COMMENT(S): _____

Code _____

Attention: LENE TSEGAYE

LENE TSEGAYE
963 BONIFANT ST
SILVER SPRING

MD 20910-4515

Stamp Work Order and Customer Number HERE

CUST ID: 0001738833
WORK ORDER: 0001181871
DATE: 02-15-2006 10:09 AM
AMT. PAID: \$190.00

ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

- (1) The name of the Limited Liability Company is: KAFAR Kafe, L.L.C #
- (2) The purpose for which the Limited Liability Company is filed is as follows: operate in the State of Maryland
- (3) The address of the Limited Liability Company in Maryland is: 963 Bonifant St, Silver Spring, Maryland 20910
- (4) The resident agent of the Limited Liability Company in Maryland is: Lene Tsegaye whose address is 3450 Toledo Terrace, Hyattsville, Maryland 20782

(5) Lene Tsegaye

Authorized Person(s)

(6) Lene Tsegaye
Resident Agent
I hereby consent to my designation in this document

RETURN TO:

(7) _____



TO: FRONT DESK

DEPARTMENT OF FINANCE

Isiah Leggett
County Executive

Joseph F. Beach
Director

February 9, 2015

State of Maryland
Department of Assessments and Taxation
Personal Property Division
301 West Preston Street, Room 805
Baltimore, Maryland 21201-2395

To whom it may concern:

Pursuant to Section 3-407, Corporations and Associations Article, Annotated Code of Maryland - 1975, I hereby certify all corporate personal property taxes owed to Montgomery County, Maryland by **KAFAR KAFE, LLC. W11116639 - 48** are paid through the 2014 levy year (cover thru 06/30/2015)

Our collection records indicate that the 2014 levy year tax was paid in the amount of \$222.76 as of 1/28/2015

Sincerely,

A handwritten signature in dark ink, appearing to read "Joseph F. Beach".

Joseph F. Beach
Director of Finance

JFB/abt

Division of Treasury

255 Rockville Pike, Suite L-15 (Monroe Street Entrance) • Rockville, Maryland 20850
www.montgomerycountymd.gov





COMPTROLLER
of MARYLAND

Serving the People

Peter Franchot
Comptroller

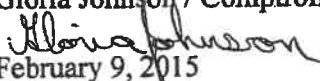
Sharonne R. Bonardi
Director

Compliance Division

Memorandum

To: Mr. Paul Anderson / SDAT / Legal

From: Gloria Johnson / Comptroller of Maryland / Compliance

Date: 
February 9, 2015

Subject: Charter Revival

The Comptroller of Maryland has no objection to the revival of the following charter:

Name: KAFAR_KAFE, L.L.C.
ID No. W - 11116639

CUST ID: 0003205431
WORK ORDER: 0004422011
DATE: 02-09-2015 01:55 PM
AMT. PAID: \$190.00

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 49 BUSINESS CODE 80

W11116639



1000362007551155

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

ID # W11116639 ACK # 1000362007551155
PAGES: 0004
KAFAR KAFE, L.L.C.

Surviving (Transferee) _____

02/09/2015 AT 01:55 P WO # 0004422011

New Name _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: 70
Expedite Fee: _____
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies: _____
Copy Fee: _____
Certificates: 20
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 190

Credit Card _____ Check ☒ Cash _____

_____ Documents on _____ Checks

Approved By: IS

Keyed By: _____

COMMENT(S):

Comptroller's letter attached
Tax Clearance attached

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Change of Business Code

_____ Adoption of Assumed Name

_____ Other Change(s)

Code _____

Attention: _____

Mail: Names and Address

KALONE TOGAYE
963 Bonfanti St
Silver Spring MD 20910

Stamp Work Order and Customer Number HERE

CUST ID: 0003205431
WORK ORDER: 0004422011
DATE: 02-09-2015 01:55 PM
AMT. PAID: \$190.00

ARTICLES OR CERTIFICATE OF REINSTATEMENT

The name of the entity at the time of its cancellation:

KAFAR KAFELU

The name the entity will use upon reinstatement:

KAFAR KAFELU

The address of the entity's principal office in Maryland (a P.O. Box can not be used):

963 Bonifant St
Silver Spring MD 20910

The name and address of the entity's resident agent in Maryland (a P.O. Box can not be used):

Lene Trecayne
3450 Toledo Ave 717
Hyattsville MD 20782

I swear under penalties of perjury
that this is an authorized act of
the above named entity.

Lene Trecayne

(AUTHORIZED PERSON(S) OR GENERAL PARTNER)

I hereby consent to my designation
in this document as resident agent
for this entity.

Lene Trecayne

(SIGNATURE OF RESIDENT AGENT)

August 13, 2019

To Whom It May Concern,

✓ Handwritten

It gives me great pleasure to recommend the Kefa Café to you. Lene and Abeba Tsegaye have been tenants of both my Father, Chuck Levin, and myself since 1996. They embody what our community is about. Through their hard work they have become a part of the fabric of Wheaton/Silver Spring. Coming to the United States from Ethiopia they have worked hard to become valued and involved members of our community. Kefa Café is recognized not only as a wonderful local gathering place, but also for the high quality of product that they serve. I am proud to have them as tenants and would commend them to you highly as applicants for the Wheaton Library coffee shop.

Sincerely,



Abbe Levin



August 14, 2019

To Whom It May Concern:

On behalf of the leadership of the Greater Silver Spring Chamber of Commerce, I am writing in support of Kefa Café's bid to operate the café in the new Wheaton Library.

Kefa Café, a Silver Spring icon since 1996, when it opened its doors on Bonifant Street, is an integral and valued part of the community. In 2015, with overwhelming support from the community, Kefa had the opportunity to expand its operations when it was selected to operate the coffee shop in the new Silver Spring Library. Having met with success in this location, Kefa is uniquely positioned to, once again, expand and bring its amazing coffee and Montgomery County hospitality to patrons of the new Wheaton Library.


Not only does Kefa serve amazingly good-organic coffee and tasty treats, many provided by local Montgomery County food purveyors, but its Silver Spring locations have become gathering places for folks from all walks of life in Silver Spring. This little coffee shop on Bonifant Street, as well as its Silver Spring library location, owned and operated by two sisters who emigrated here from Ethiopia, is unique in the current day of chain coffeehouses and restaurants. Both locations have become public meeting spaces, extended offices, second homes for residents and business people alike, representing the diverse community – the “united nations” – that is uniquely Silver Spring.

Kefa signifies everything that is “cool” about Silver Spring. On a visit to either location, it is not uncommon to find local residents planning civic activities, business people discussing the next deal, friends meeting friends, lively political discussions or literary conversations, a birthday celebration for a long-time patron, and even children discovering puzzles on the table or a box of toys in a corner of the original Bonifant shop. In fact, many current customers have grown up with owners Lene and Abeba Tsegaye and remember coming to the café as children. Indeed, a wall in the original Bonifant location is filled with photographs of children who, with their parents, have been patrons for years.

But Kefa's owners provide more than gathering places with great coffee. They have found countless ways to give back to a community that has come to cherish and support their business. They created Space 7:10, a small gallery in one room of the Bonifant cafe, to provide local artists a place to display their creations and give local authors a place to share their stories and engage the community with live poetry and other readings. They are generous in their support of local charities, schools, and other community causes, collecting donations in the store, or making donations for various events.

The Chamber is proud to be among the organizations that have given accolades to this Silver Spring treasure, presenting its Small Business of the Year Award to Kefa Café in 2006. But the real praise for Kefa comes from the diverse Silver Spring community that continues to come in every day, every week, finding a home, a living room, an office, and a great cup of coffee. If Montgomery County is seeking a company with experience in operating a successful cafe and expanding that success to the Silver Spring Library to serve a diverse customer base, it need look no further than Kefa Café. Kefa Café is the perfect match for the new Wheaton Library.

Sincerely,


Jane Redicker
President

Uzoma Onyemaechi
Manager
Silver Spring Library
900 Wayne Avenue
Silver Spring, MD 20901
(240) 773-9414
uzoma.onyemaechi@montgomerycountymd.gov

To Whom It May Concern:

LETTER OF SUPPORT FOR KEFA CAFÉ SERVICES
BID FOR WHEATON LIBRARY/RECREATION CENTER.

This is a letter to support for Kefa Café as it bids for café services at the new Wheaton Library.

Kefa Café has been a good addition to the Silver Spring community, especially the library where it serves the library customers and staff. The café has been a good fit for the building, good tenant, and maintained the building and its aesthetics.

In a spirit of community partnership, Kefa Café has been a good supporter of library programs. In addition, we use their services for our bi-monthly staff meeting; Contemporary Conversations; Author Series; Friends of the Library, Silver Spring Chapter programs; and community fora.

I will highly recommend they're being a tenant at the new Wheaton Library and Recreation Center.

Sincerely,

-uzo onyemaechi



To Whom It May Concern:

It is my pleasure to strongly recommend Kefa Cafe for operator of the Wheaton Library Café.

I am Javier Rivas, a Small Business Coach and Liaison at the Latino Economic Development Center (LEDC). I have 16 years of experience working in the specialty coffee industry and 1 year of experience providing small business support services. I have known Lene and Abeba Tsegaye, sisters and co-owners of Kefa Café, for 6 years both as peers and as clients of LEDC, and they stand out as individuals and business owners who truly exemplify a commitment to enriching, re-investing and participating in the local community. Throughout the years, they have displayed great commitment to not only deliver a quality product but also doing so through an incomparable work ethic, sustainable business practices, and compassionate entrepreneurship.

Throughout the years working with Kefa Café, Lene has served as the representative and main contact. The first time we met, I was immediately impressed; she served as an inspiration and provided mentorship as I was undertaking my second café business. As my business grew, I partnered with Kefa Café as a vendor. That partnership was key in developing my products and strengthening my brand.

It's not just Lene's technical skills that impress me, however. Lene is a joy to work with because of her amazingly positive attitude and tenacity. Her strong ties to the Silver Spring community have ensured the continued success of her businesses; that support is evident: residents donated \$54,000 towards launching their Silver Spring Library café. Having a business owner who is active in the daily operation of the business and also directly represents and advocates for the community is rare and valuable beyond economic impact.

I am absolutely confident that Kefa Café would be a great fit for the new Wheaton Library cafe. Not only will Lene and Abeba bring the kind of skills and experiences you're looking for, Kefa Café will quickly become an asset and help the Wheaton Library Café grow and serve the specific needs of the diverse population of library patrons.

If you need more information or specific examples, please do not hesitate to contact me at jrivas@ledcmetro.org and 202.417.6266. As a recommendation letter likely only provides a snapshot of Kefa Café's strengths, I would be happy to further elaborate on my time knowing and working with Lene and Abeba.

Sincerely,

Javier Rivas
Small Business Coach & Liaison
Business Resilience Program
Latino Economic Development Center

August 14, 2019

To Whom It May Concern:

It is with enthusiasm and confidence that Gandhi Brigade Youth Media (GBYM) would like to voice our support for Kefa Café's proposal to join the new Wheaton Library and Recreation Center.

For decades, Kefa Café has been a committed leader in the Silver Spring community, cultivating a space where individuals from all backgrounds can feel welcome. Kefa Café and GBYM have a friendship dating back many years. In fact, when our founder, Richard Jaeggi, began dreaming up the organization that would become Gandhi Brigade, it was at the original Kefa Café that he did so, and subsequently, it was where he began congregating with the first participants.

Now, with GBYM's recent move into the lower level of the Silver Spring Library, we couldn't be happier to have Kefa just steps away from our new headquarters. The space they have cultivated in the Silver Spring Library is a comforting and welcoming slice of community that truly represents the best of Montgomery County.

Gandhi Brigade Youth Media has an ongoing partnership with MCPL which allows us to hold our free programs in libraries across the county. This fall, we are thrilled to be resuming our program in Wheaton at the new Wheaton Library. Having Kefa Café at the new facility would be a welcome sight for all our students and staff. The founders of Kefa are skilled at creating intentional places of inclusion and warmth, and we can't think of anything better for the new Wheaton Library and Recreation Center.

We believe Kefa Café would be the perfect fit for the new Wheaton facility, and we wholeheartedly support their bid for this exciting opportunity.

Sincerely,



Emma Whitty
Program Manager
Gandhi Brigade Youth Media
emma@gandhibrigade.org

Gandhi Brigade Youth Media
900 Wayne Ave, Lower Level, Silver Spring, MD 20910
301-592-1900
www.gandhibrigade.org



8/13/2019

RE: Reference for Kefa Coffee located in Silver Spring, Maryland

Wheaton Branch Library
Montgomery County, MD

Attention: Wheaton Library

I have been a customer at Kefa Coffee since I started working in Silver Spring, as have many other Palladian employees, and we think Kefa has the best coffee, and service, in the area. Palladian really enjoys Kefa's welcoming and relaxing environment where you can visit in groups or go by yourself and fit right in. We enjoy the sense of community whenever going to Kefa.

Kefa Coffee would be a true asset and a great addition to the Wheaton Library and its community.

Jenny Morell
Director of Contracts and Operations
Palladian Partners, Inc.
8484 Georgia Avenue, Suite 400
Silver Spring, Maryland
T: 301.273.2842
e: jmorell@palladianpartners.com
w: www.palladianpartners.com

**Jenny
Morell**

Digitally signed by Jenny Morell
DN: cn=Jenny Morell,
o=Palladian Partners, ou,
email=jmorell@palladianpartners.com, c=US
Date: 2019.08.13 12:35:20 -04'00'



RE: Selection of coffee vendor at the new Wheaton library

We strongly recommend that the Kefa Café (Kefa) be selected as the coffee vendor for the new Wheaton Library/Recreation Center. As you are aware, Kefa is the vendor at the Silver Spring Library and has become a convenient, comfortable and welcoming meeting place for library patrons and local business people.

Kefa's philosophy of "Community Through Coffee" has resulted in the original Kefa Café being a favorite meeting place of Silver Spring families for many years. We have found that, beyond serving great coffee and food, Lene and Abeba Tsegaye have been very successful in creating a devoted community of customers. Each person is welcomed as a friend. They get to know their customers and maintain personal relationships, which creates strong customer loyalty. Each shop has grown and prospered at their current locations. Bringing the Kefa's unique philosophy to the new Wheaton Library would be the perfect start in creating a community meeting place.

We visit a variety of libraries in our area. We are especially looking forward to patronizing the new library/recreation center being created in Wheaton.

Gary and Patty Schaible
10820 Lorain Avenue
Silver Spring, MD 20901

Letter of Support for Kefa Café

August 14, 2019

To Whom It May Concern:

We write to express our strong support for Kefa Café to have a space in the new Wheaton Regional Library and Community Recreational Center.

Kefa Café currently has two locations in Silver Spring, one of which is in the Silver Spring Library. The cafés are well-loved, oft-frequented, and contribute to the local community. The library location is convenient for those seeking to eat or drink before or after a visit to the library while the other location has a dedicated space for exhibits by local artists. The café owners Abeba and Lene are versed in creating a sense of community and the patrons appreciate this. Their coffee is exquisite, the atmosphere is always friendly and calm, and their decades of experience render them a perfect candidate as an addition to the Wheaton location.

Kefa Café is already established as a library café that broadens the Silver Spring library's user base, increases foot traffic, enhances its aesthetics, and establishes the library as a central community-gathering place. The café can accomplish the same goals at the Wheaton location. Kefa Café would be a natural and welcome addition that would fit in well with the community recreation center, bookstore, and various other learning facilities in the Wheaton location.

We urge you to welcome Kefa Café in the Wheaton Regional Library and Community Recreational Center.

Respectfully submitted,

Todd Pilcher
Tasneem Hussain

Letters of Support

Kefa Café

From: LENE TSEGAYE <emnet98@verizon.net>

Date: August 9, 2019 at 7:55:01 AM EDT

To: Itohan Osagie <sanctified_believer@yahoo.com>

Subject: Re: Kefa Cafe

Good morning thank you so much

On Aug 8, 2019, at 10:02 PM, Itohan Osagie <sanctified_believer@yahoo.com> wrote:

Good Evening Lene!

I just wanted to take the time to let you know how appreciative I am of Kefa Cafe. I've been coming to the establishment for the past couple of years and since the first day that I stepped into the cafe, it has always felt like home. Every time I step into the cafe whether it's the owner or one of the workers, I'm always greeted with a smile and a kind word. It means a lot to many of us to have this cafe in this centralized location of downtown Silver Spring where families can come and after a nice outing or after going to the adjacent Silver Spring library they can come to the cafe, wind down, and spend quality time as a family together in the cafe. The customer service exhibited at this establishment is excellent. The staff is friendly, personable, and treats each individual with genuine concern and respect. Again I am grateful for Kefa Cafe and thank you for your service to the community!

Sincerely,

Itohan Osagie