



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Marc Elrich
County Executive

Raymond L. Crowel, Psy.D.
Director

April 4, 2022

SOLICITATION ADDENDUM #1
OPEN SOLICITATION #10020038
Page 1 of 1 FOR THE PROCUREMENT: for
Clinical Lab Services

THE FOLLOWING CHANGES ARE APPLICABLE TO THE OPEN SOLICITATION:

Change #1

The NOTICE TO VENDORS section is updated to replace the contact information for questions on the application process. Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:

HHS.Open.Solicitations@montgomerycountymd.gov

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUM" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED OPEN SOLICITATION

ISSUED BY: 
Raymond L. Crowel, Psy.D., Director, Department of Health and Human Services

Office of the Director

<p style="text-align: center;">Open Solicitation Plan For Open Solicitation #1002038 Clinical Lab Services</p>

As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Sections 4.1.6.3 (a), the Department of Health and Human Services (DHHS) / Public Health Services (PHS) is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement.

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website.
- (2) Application Process – The DHHS Contract Management Team (CMT) will mail out the solicitation packet for this Open Solicitation to all providers who express an interest in applying to provide the goods and services described in this Open Solicitation. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions for applicants with the Minimum Qualifications of Applicants for this Open Solicitation; 3) the Application with Vendor Information form; and 4) the Pre-Approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments. Applicants will be required to sign the Application/Vendor Information Form stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum requirements of applicants necessary to provide the goods and services described in the solicitation upon which applications will be accepted. Applications will be reviewed by the County for acceptance or rejection, based on the solicitation criteria.

All applicants meeting the minimum qualifications listed in the Instructions and Minimum Qualifications section of the Open Solicitation will be eligible to contract with the County for the purposes of providing the goods and services described in the Open Solicitation.

- (4) Pre-Approved Form Contract – A Pre-Approved Form Contract is included in the solicitation packet. The solicitation packet also contains a description of the requirements identified in the Pre-Approved Form Contract. Applicants will be required to execute a contract with the County using this Pre-Approved Form Contract, including the General Conditions of Contract Between the County and Contractor (“General Conditions”), and other attachments, without modification.
- (5) Cost – The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified. Funds will be encumbered under a contract as approved by the County. The County will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.
- (6) Cancellation – The County reserves the option to cancel this Open Solicitation at any time.

NOTICE TO VENDORS

Open Solicitation #1002038 Clinical Lab Services

Montgomery County, Maryland, through its Department of Health and Human Services (DHHS) is seeking applications from licensed and qualified clinical reference laboratories with specimen collection/blood draw stations located in Montgomery County to provide collection of biological specimens, courier services and clinical lab testing services, supplies and lab reports for the County's Public Health clinics, School Based Health and Wellness Centers, the Department of Corrections and Rehabilitation or other County Departments, hereinafter referred to as "County Sites". A complete description of the Scope of Services is included in the Open Solicitation packet. Laboratories interested in providing these services may obtain an application packet by contacting the Contract Management Team at 240-777-3807 and providing Open Solicitation #1002038, the name of the applicant with a complete physical address and contact person's email address and phone number.

The County requires clinical reference labs awarded a contract under this solicitation to provide the following goods and services as described in depth in the Pre-Approved Form Contract - Section II. Scope of Services:

1. Obtain biological specimens as ordered by the County's designated staff at the Contractor's collections sites in Montgomery County;
2. Provide courier services for specimen pick-up from County sites and delivery of specimens to Contractor's lab testing site;
3. Perform tests and provide results and reports as ordered by County designated staff and indicate any referral labs if used.
4. Provide STAT (urgent) specimen collections, testing and reports of lab values;
5. Provide a customer service representative for daily phone contact between the lab and County designated staff;
6. Report lab values confidentially in writing, by phone and electronically, as requested by the County;
7. Provide lab request forms and supplies for each County site as specified;
8. Furnish the County with an Internet Web address to an online catalog of available tests, supplies and services and provide log-in access to designated County staff; and
9. Provide repeat tests and values when requested by County designated staff.

The rates for these services under Open Solicitation #1002038 mirror federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) Medicare lab services reimbursement rates for Maryland published on the Internet at:
https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp

The County will pay the rate established for Medicare reimbursements by the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) for Maryland, for each bundled or unbundled lab test or service provided and as specifically ordered by County designated staff. These rates, as defined by the CMS test code number, are inclusive of any needed specimen pick-up, lab supplies, packing and shipping supplies and printed requisitions required for each test. The rate paid will be that published on the CMS website on the day the service was ordered. If the CMS Internet website URL changes, the rates posted on the current CMS URL for Medicare and Medicaid Clinical Lab Services fee schedule for Maryland will prevail.

The County will assign work to the laboratories based on the needs of the County and the County's clients. When referring County clients for laboratory services, the County will provide the client a list of all laboratories under contract with the County as a result of this Open Solicitation #1002038 and the client will choose the laboratory based on the test(s) ordered by the County and the convenience of the client. When County Sites order laboratory services on behalf of a client, the County will order from the laboratory that is able to provide the testing required by the client within the timeframe needed by the client and the County.

For any testing required by the County where the choice of Contractor is not based on medical need or on timeliness as previously stated, the County will assign work based on a yearly rotation to occur on April 1. Contractors will be assigned work as a 'primary' lab, receiving the bulk of work orders, for one County Site for an initial period of up to one year during the first contract year or until rotations occur on April 1. The first lab Contractor awarded a contract will be assigned as the primary lab contractor for the first County Site, starting with Public Health Clinics (see Attachment B, page 1), until subsequent labs receive contracts. As subsequent Contractors are awarded contracts, each will become the primary lab for the next site in turn, (for example, sites on page 2 and page 3), or additional sites if added to Attachment B. Contractors will rotate in turn yearly on April 1 among the County Sites as coordinated by the County. In the event that Contractors exceed the County Sites as listed on Attachment B, the County may revise Attachment B to allow for further division of rotation assignments. Attachment B may be revised from time to time without Amendment to the Contract and will be posted at this web address:
<http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>.

The County is not limited to the use of the 'primary' lab Contractor or any particular Contractor for any County Site if medical need or timeliness is a factor in provision of services to County clients.

The County makes no guarantee that any laboratory will be assigned any minimum amount or any work under contracts resulting from this Open Solicitation.

~~Questions related to the technical information in this Open Solicitation should be directed to Doreen Kelly at 240-777-4422.~~

~~Questions related to the application/contract process and insurance requirements may be directed to Jannie Bright Davies, Supervisor, at 240-777-1251.~~

Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:
HHS.Open.Solicitations@montgomerycountymd.gov

INSTRUCTIONS AND MINIMUM QUALIFICATIONS

Open Solicitation #1002038

Clinical Lab Services

The County will enter into contract with all applicants who meet the minimum qualifications as described in this Open Solicitation. The County will sign the Pre-Approved Form Contract and return a copy to the applicant. The applicant must sign the County's Pre-Approved Form Contract that includes the General Conditions of Contract Between County and Contractor, and other Attachments, as written with no modification.

I. SUBMISSION DOCUMENTS

The following items **must** be submitted with your application or your application will be rejected as incomplete:

- A. Complete list of Contractor's lab specimen collection/blood draw stations within Montgomery County available to provide services to the County under the contract resulting from this Solicitation, with complete address, name of contact person with phone number and email address, and hours of operation.
- B. Contractor's Licenses and Certifications:
 - 1. Current Maryland Department of Health and Mental Hygiene Office of Health Care Quality Medical Laboratory Permit
 - 2. Current Centers for Medicare and Medicaid Services Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance
 - 3. Evidence of current accreditation by the College of American Pathologists
 - 4. Current Federal Substance Abuse and Mental Health Services Administration / Department of Health and Human Services (SAMHSA/DHHS) Certification or equivalent document.
 - 5. Current State of Maryland and/or local business licenses as applicable
 - 6. Current out of State business licenses as applicable if not a Maryland Corporation
 - 7. Current evidence of 'Good Standing' by the Maryland Department of Assessments and Taxation.
- C. Insurance Certificates providing evidence of meeting the mandatory insurance requirements set forth in Section III., Mandatory Insurance Requirements of this document and Article X, Mandatory Insurance Requirements of the Pre-Approved Form Contract.
- D. Vendor Signed Contract/Signature Page

An officer of the corporation must sign the County's Pre-Approved Form Contract. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE IN THE SIGNATURE BLOCK ONLY.
- E. Application Form- **Applicants must initial the items shown on the form or the application will be rejected.**

- F. A corporate entity must submit its Articles of Incorporation along with any amendments to them and must also submit evidence of "Good Standing" and registration to do business in the State of Maryland.
- G. A completed and signed copy of applicant's Internal Revenue Service (IRS), Form W-9.
- H. If applicant is a Not-for-Profit entity, it must submit its Letter of Determination from the IRS.
- I. Minority Business Program & Offeror's Representation (Attachment C of the Pre-Approved Form Contract).
- J. A Minority-Female-Disabled Person (MFD) plan or Request for Waiver (Attachment D of the Pre-Approved Form Contract).
- K. A completed Wage Requirements Certification form provided in the attached "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor" (Attachment E of the Pre-Approved Form Contract).

II. MINIMUM QUALIFICATIONS

All applicants who apply to provide services under contracts resulting from this solicitation must:

- A. have and maintain current occupancy permits, licenses, insurance and certifications required to operate legally in any State in which it conducts business and must agree to obey all federal, State and local laws;
- B. have all current documents listed in Section I., Submission Documents, Item B. All certifications/licenses must be current and with no pending negative actions;
- C. have the capacity to collect biological samples for testing at one or more physical specimen collection/blood draw stations located in Montgomery County, MD;
- D. employ professional staff and demonstrate evidence of continuous professional certification while providing professional services under contracts resulting from this solicitation;
- E. have the ability to provide all clinical laboratory services at the rates for reimbursement provided for in this solicitation;
- F. have the capacity to provide courier services to pick-up and transport biological specimens;
- G. have the capacity to provide all biological specimen collection and transport supplies and equipment;

- H. have the capacity to provide a continuously updated electronic catalog (URL link) of its lab services;
- I. have the staff capacity to designate one or more customer service representatives to communicate with County staff to coordinate services as required;
- J. be able to obtain and maintain mandatory insurance coverage as delineated in Section III, Mandatory Insurance Requirements of this document; and
- K. have established organizational policies to assure compliance with all Health Insurance Portability and Accountability Act (HIPAA) regulations and other applicable state, local and federal laws and regulations governing the confidentiality of medical records.

III. MANDATORY INSURANCE REQUIREMENTS

Medical Laboratory Testing Services - Test Biological Specimens, Associated Laboratory Services and Local Blood Draw Station

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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 certified copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

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

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

Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

Professional Liability from Provider

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***one million dollars (\$1,000,000)*** per claim and aggregate and a maximum deductible of \$25,000.

Contractor/proposer agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

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

Open Solicitation #1002038

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 named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required unless a greater period is required by law.

Certificate Holder

Montgomery County, Maryland
DHHS/CMT
401 Hungerford Drive, 6th floor
Rockville, Maryland 20850

(SEE SAMPLE INSURANCE CERTIFICATE FOLLOWING NEXT SECTION)

IV. INSTRUCTIONS

Please complete the enclosed Application Form, attach all of the above listed mandatory submissions, sign the Pre-Approved Form Contract signature page and return all of these documents to:

Department of Health & Human Services
Contract Management Team
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

If your application meets the minimum qualifications listed above and your application is reviewed and found to be complete, the County will execute the Pre-Approved Form Contract and return a copy to you.

A copy of the County's General Conditions of Contract Between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County's Pre-Approved Form Contract as written, without modification, including the General Conditions, and other attachments and return it to the County for execution by the Office of Procurement. The Contract Management Team will forward a copy of the executed contract along with related materials to you. **You must not provide services until you receive notice from the County that the contract has been executed and you receive an executed purchase order from the County.**

Award of a contract under this Open Solicitation is subject to fiscal appropriations.

The County reserves the right to cancel this Open Solicitation at any time.

Open Solicitation #1002038

(SAMPLE INSURANCE CERTIFICATE FOLLOWS ON NEXT
PAGE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT	
	NAME: PHONE: A/C, No. E-MAIL: ADDRESS: PRODUCER CUSTOMER ID:	FAX: A/C, No:
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Application

**Open Solicitation #1002038
Clinical Lab Services**

Please list the name(s) of the person who will serve as the customer services liaison to the County for services provided as required by contracts resulting from this solicitation. Provide complete address, email address, and phone number for each specimen collection station or lab testing site.

Legal Name of Firm: _____

Customer Service Representative Contact Name: _____

Address: _____

City & State: _____ Zip Code: _____

Email: _____ Phone #: _____ Fax #: _____

Tax Identification # (TIN): _____

Billing contact name and phone number: _____

Online URL for Lab Services Catalog: _____

Access to Catalog: Log-In Instructions: _____

THE FOLLOWING ITEMS MUST BE INITIALED BY THE APPLICANT:

_____ Applicant has one or more physical specimen collection/blood draw stations located in Montgomery County, MD, and is licensed and certified to provide clinical lab services under federal, State and local laws and regulations as applicable. A complete list of specimen collection sites available to County clients is attached to this application.

_____ Applicant accepts the rates for reimbursement as published at the federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) website for Maryland, found at: https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp, adopted by the County as the rates for reimbursement for clinical lab services as ordered under contracts resulting from this solicitation.

_____ Applicant has the capacity to provide specimen collection, lab testing and reporting services as required by contracts resulting from this solicitation, including STAT requests for service.

_____ Applicant has submitted all documents required for application for a contract under this solicitation.

_____ Applicant has provided the name and contact information of the customer service representative(s) assigned to care for communication with County designated staff as required by contracts resulting from this solicitation ; (see section above).

FORM CONTRACT

CLINICAL LAB SERVICES

I. BACKGROUND/INTENT

Montgomery County's Public Health clinics and School Based Health Centers provide certain medical services for County residents. The Department of Correction and Rehabilitation medical clinic provides medical services to incarcerated inmates and residents in Montgomery County. Provision of medical services requires the need for lab tests and analysis to be performed by certified clinical labs and for reports to be made to the County designated clinic staff on a weekly scheduled basis as well as on STAT (critical, rush/urgent) basis. Some of the tests required by the County are critical in nature and professional testing and reports are essential for providing accurate diagnosis and treatment of disease in a timely manner. The County requires qualified laboratories to provide comprehensive clinical lab services as delineated in this Contract at Contractor sites and at County locations hereinafter referred to as "County Sites".

The County does not guarantee that the Contractor will provide a specific number of tests or services.

II. SCOPE OF SERVICES

A. Biological Specimen Collection and Pick-up

The Contractor must:

1. Maintain specimen collection sites in Montgomery County and provide collection of biological specimens from County referred clients for routine and STAT (critical, rush/urgent) specimen testing at the Contractor's lab as requested by County staff.
2. Provide biological specimen courier pickup at the locations and times specified in Attachment B-Invoices & Delivery Sites. Upon notice to the Contractor, Attachment B may be adjusted as required to meet County needs and a new list will be provided to the Contractor. Arrangements for courier pick-ups must be coordinated by the Contractor's customer service representative and the individual County Site's designated staff member.
3. Provide STAT biological specimen courier pick-up from County Sites and transport to Contractor's testing facility within 2 hours of notice given to Contractor that a STAT pick-up is required.
4. Arrange for after-hours and weekend specimen pick-ups as needed.

B. Lab Forms and Labels

The Contractor must:

1. Provide pre-printed customized test requisition forms as approved by the County for County Sites labeled with; identifying account number, County Site facility's name, address, phone and fax numbers, and supply requisition forms.
2. Provide test container labels as approved by the County.

C. Lab Equipment, Supplies and Catalog of Tests and Services

The Contractor must:

1. Provide an online URL link to catalog of lab tests offered by Contractor.
2. Provide access and log-ins with passwords to the Contractor's online catalog.
3. Provide instructions for ordering supplies, tests and services from the on-line catalog.
4. Provide supplies within 2 working days of receiving an order from the County.
Supplies include, but are not limited to:
 - a. Vacutainer tubes (various sizes and colors) and holders,
 - b. Collection supplies - Needles (22-20 gauge, 1-1 1/2", butterfly needles), tubing, safety flow lancets, tourniquets, 24-hour urine collection containers;
 - c. Transport containers - Cooler boxes, and temperature controlled transport containers, zip-lock specimen bags, sterile and non-sterile urine cups, vacutainer urine culture collection kits, ova & parasite kits, culturettes (aerobic, anaerobic & viral), Chlamydia transport media, HPV Collection kits and blood culture bottles;
 - d. Cytology supplies – Pap kits, 'Sure Path' Pap kits, brooms, brushes, slide holders, spray fixative, spatulas, microscope slides, formalin bottles;
 - e. Glucose Tolerance beverage;
 - f. Biohazard labels;
 - g. Tele-printers if requested and centrifuges for each County clinic/ correctional facility site collecting blood samples.
5. Provide regular maintenance and cleaning of centrifuge on County sites.
6. Provide replacement centrifuges promptly at County sites as needed.
7. Provide collection boxes on exterior of the building with locks and access keys for all County Sites.

Durable lab equipment provided by the Contractor remains the property of Contractor. The Contractor at no additional cost to the County is responsible for maintenance, cleaning and removal of such equipment from County Sites upon expiration of this Contract.

D. Lab Tests, Analysis and Reports

The Contractor must:

1. Perform tests as ordered by County staff and provide reports (via fax/telephone or online electronically) of test results including STAT test results

to the staff member or designee who ordered the test. The maximum time allowed for STAT test results including travel/pick-up time is four (4) hours. The Contractor must also report critical or panic values (test result requiring immediate medical attention) immediately via telephone to the staff member at the County Site that ordered the test or to a County designated staff member. The Contractor must immediately send a follow-up hard copy via fax to the requesting County Site.

2. Report abnormal results to the County Site ordering the test on the day the abnormal result is determined.

3. Communicate test results to requesting County staff or designee at County Site via fax machine or electronically, in the timeframe required for each test ordered.

4. Prepare and deliver final lab reports to requestor at County Site or to designated staff member, in writing, within 5 working days of specimen collection.

5. Conduct repeat tests and analysis as requested by the County staff.

6. Communicate results while maintaining confidentiality of patient information at all times in accordance with applicable federal, state and local laws and regulations governing privacy and confidentiality of medical information.

7. Provide standardized laboratory reports in a form approved by the County to the County requestor at County Site or to designee.

8. Include the following information on lab reports:

- (1). Account Number
- (2). Patient name or ID # (as originally submitted on the laboratory requisition form).
- (3). Name of requesting County Site and staff member or designee
- (4). Name and code number of tests performed
- (5). Test results
- (6). Specify normal range
- (7). Date specimen collected
- (8). Date specimen received by lab
- (9). Date test performed
- (10). Name and contact information of referral lab, if used.

E. Contract Customer Service Representative

The Contractor must maintain and ensure good communication and response to County staff and must:

1. Provide a customer service representative for daily communication and coordination of tests and services.
2. Provide instructions for preparation of specimens for transport.
3. Provide a list of back up customer service representatives.
4. Provide a professional lab staff member for expert consultation.
5. Provide 24- hour phone answering service.

III. QUALITY ASSURANCE

The Contractor must comply with the County's quality assurance measures which include permitting the County to conduct on-site visits, chart reviews related to services provided under this Contract, and reviews or requests for other data related to this Contract. Any site visit shall occur at a time approved by the County. The Contractor must grant the County or State access to these records during the contract term and for five (5) years after final payment is made under this Contract.

The Contractor must protect patient confidentiality with policies that are consistent with all applicable federal, state and local laws and regulations and acceptable medical practice.

IV. MANDATORY REQUIREMENTS

A. The County requires the Contractor to perform all services delineated in this Contract as per federal, State and local laws and regulations governing the operations for clinical laboratory services. The Contractor must know and apply all such laws and regulations as they relate to specimen collection, transport, analysis and reporting.

B. Contractor's failure to meet the standards of the Centers for Medicare and Medicaid Services (CMS) or Clinical Laboratory Improvement Amendments (CLIA) proficiency ratings or loss of any other required certification or license are grounds for contract termination.

C. The Contractor must maintain the following certifications/ licenses required to perform the services described in this Contract and, upon request by the County, provide evidence of this including:

1. Current Maryland Department of Health and Mental Hygiene Office of Health Care Quality Medical Laboratory Permit
2. Current Centers for Medicare and Medicaid Services Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance
3. Current accreditation by the College of American Pathologists
4. Current Federal Substance Abuse and Mental Health Services Administration / Department of Health and Human Services (SAMHSA/DHHS) Certification or equivalent document
5. Current State of Maryland and/or local business licenses as applicable
6. Current out of State business licenses as applicable if not a Maryland corporation
7. Current staff professional certifications

V. ASSIGNMENT OF WORK

The County will assign work to the Contractor based on the needs of the County and the County's clients. When referring County clients for laboratory services, the County will provide the client a list of all laboratories under contract with the County as a result of Open Solicitation # 1002038 and the client will choose the laboratory based on the test(s) ordered by the County and the convenience of the client. When County Sites order laboratory services on behalf of a client, the County will order from the laboratory that is able to provide the testing required by the client within the timeframe needed by the client and the County.

For any testing required by the County where the choice of Contractor is not based on medical need or on timeliness as previously stated, the County will assign work based on a yearly

rotation to occur on April 1. Contractors will be assigned work as a 'primary' lab, receiving the bulk of work orders, for one County Site for an initial period of up to one year during the first contract year or until rotations occur on April 1. The first lab Contractor awarded a contract will be assigned as the primary lab contractor for the first County Site, starting with Public Health Clinics (see Attachment B, page 1), until subsequent labs receive contracts. As subsequent Contractors are awarded contracts, each will become the primary lab for the next site in turn, (for example, sites on page 2 and page 3), or additional sites if added to Attachment B. Contractors will rotate in turn yearly on April 1 among the County Sites as coordinated by the County. In the event that Contractors exceed the County Sites as listed on Attachment B, the County may revise Attachment B to allow for further division of rotation assignments. Attachment B may be revised from time to time without Amendment to the Contract and will be posted at this web address:

<http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>.

The County is not limited to the use of the 'primary' lab Contractor or any particular Contractor for any County Site if medical need or timeliness is a factor in provision of services to County clients.

The County makes no guarantee that the Contractor will be assigned any minimum amount or any work under this Contract.

VI. COMPENSATION

- A. The rates for the services provided under this Contract and Open Solicitation #1002038 mirror federal Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS) rates for Maryland, found at:
https://www.cms.gov/ClinicalLabFeeSched/02_clinlab.asp
- B. The County will pay the rates established by CMS for Maryland; for each bundled or unbundled lab test or service provided and as specifically ordered by County designated staff. These rates, as determined by the test code number, include any needed specimen pick-up, lab supplies, packing, shipping supplies, and printed requisitions required for each test. The rate paid will be that published on the CMS website on the day the service was ordered. If the CMS website URL changes, the rates posted on the current CMS URL for Medicare and Medicaid Clinical Lab Services fee schedule will prevail. It is the responsibility of the Contractor to obtain a copy of the most current rates from the CMS website.
- C. Each County Department using this Contract will encumber funds for its own Purchase Order (PO).

VII. INVOICES

The Contractor must submit each invoice to the individual County using Departments as noted on Attachment B- Invoices & Delivery Sites, along with a copy of the Purchase Order under which the services were rendered. Invoices must be submitted in a format approved by the County and

must provide: the CMS Code Number of the test performed, the date of each test performed, patient name and ID number, test description, CMS unit price and total invoice amount. The Contractor must provide any other supporting documentation as requested by the County. No compensation will be paid to the Contractor for services in excess of the amount authorized in the Purchase Order. Invoices must be submitted within 15 days of the close of each month.

Updates to Attachment B- Invoices & Delivery Sites are published at:
<http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>.

The Contractor must notify the following office in writing in advance of any change of address to ensure timely processing of payments: Montgomery County, Maryland, Department of Health and Human Services, Contract Management Team, 401 Hungerford Drive, Sixth Floor, Rockville, Maryland, 20850.

No goods or services will be accepted or compensated by the County under this Contract prior to the execution of a County Purchase Order(s) and Notice(s) to Proceed and the Contractor's receipt of said County Purchase Order(s) and Notice(s) to Proceed. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order(s) issued to the Contractor.

VIII. TERM

This Contract shall become effective upon signature by the County's Director, Office of Procurement, and shall be for a two-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The County shall have the option to extend this Contract for two (2) additional two-year terms. Additional two-year terms must be with the written consent of the Contractor.

IX. GENERAL CONDITIONS

The attached General Conditions of Contract Between County and Contractor are incorporated by reference and made a part of this Contract (Attachment A). The following insurance requirements, in Article X, below, supersede those outlined in Provision #21 of the General Conditions:

X. MANDATORY INSURANCE REQUIREMENTS

Medical Laboratory Testing Services - Test Biological Specimens, Associated Laboratory Services and Local Blood Draw Station

Prior to the execution of the contract by the County, the proposed awardees must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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 awardees/Contractor shall provide a certified copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

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

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

Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

Professional Liability from Provider

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least *one million dollars (\$1,000,000)* per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum 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 named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required unless a greater period is required by law.

Certificate Holder

Montgomery County, Maryland
DHHS / Contract Management Team/ Public Health
401 Hungerford Drive, 6th floor
Rockville, Maryland 20850

XI. PRIORITY OF DOCUMENTS:

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of legal precedence in the event of a conflict in their terms:

- i. This Contract Document;
- ii. Attachment A- The General Conditions of Contract
Between County and Contractor
- iii. Attachment B- Invoices & Delivery Sites
- iv. Attachment C- Minority Business Program &
Offeror's Representation

Open Solicitation #1002038

- v. Attachment D- A Minority-Female-Disabled Person (MFD) plan or Request for Waiver
- vi. Attachment E- Wage Requirements for Services
Contract Addendum to The General Conditions of
Contract Between County and Contractor

[Signature page follows.]

Signature Page – Open Solicitation #1002038

Clinical Lab Services

This Contract, which incorporates by reference: the Instructions and Minimum Qualifications, the completed Application Form, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, Attachments A, B, C, D and E, copies of which have been provided to the Contractor, and Attachment F if applicable, is entered into this _____ day of _____, _____ by and between _____ (the “Contractor”) and Montgomery County, Maryland (the “County”). This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited
Liability Company OR Proprietorship

Agency Name_____
Signature*_____
Typed_____
Title_____
Date*Part B: County Acceptance:*

MONTGOMERY COUNTY, MARYLAND

Cherri Branson, Director
Office of Procurement_____
Date

RECOMMENDATION

Uma S. Ahluwalia, Director
Department of Health and Human Services_____
Date

This form has been approved as to form and
legality by the Office of the County Attorney.

*** Must be signed by corporate officer or person legally authorized to bind organization to a contract.**

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 prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

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.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

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.

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.

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 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. 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. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
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>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

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

(Remainder of Page Intentionally Left Blank)

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. 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.

24. 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.

25. PAYMENTS

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.

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

26. 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.

27. 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).

28. 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.

29. 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.

30. TIME

Time is of the essence.

31. 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.

32. 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.

Primary Lab Assignment for One Year from
Contract Start:

Name of Lab: _____

Dates of Assignment From: _____

To: _____

ATTACHMENT B

PAGE 1

PUBLIC HEALTH CLINIC SITES

INVOICES

**Department of Health and
Human Services**

TB Clinic, Attn: Yvonne
Richards/ Veronica Thomas-
Dormer
2000 Dennis Avenue, Suite 150
Silver Spring, MD 20902
Phone: 240-777-1800

**Department of Health and Human
Services**

HIV/STD Clinic Attn: Nora Wilson-
HIV/David Williams- STD
2000 Dennis Avenue, Room 128/107
Silver Spring, MD 20902
Phone: 240-777- 3999/1760

Department of Health and Human Services

Refugee Health, Attn: Mark Hodge/Sharon
Flood
2000 Dennis Avenue, Room 252
Silver Spring, MD 20902
Phone:240-777-1574/1810

DELIVERY / PICK-UP SITES

TB Clinic DAHC

Attn: Daisy Lukose/ Itala Fontana
2000 Dennis Avenue, Suite 150
Silver Spring, MD 20902
Phone: 240-777-1800

HIV/STD Clinic

Attn: Nora Wilson-HIV/ David Williams-
STD
2000 Dennis Avenue, Room # 128/107
Silver Spring, MD 20902
Phone: 240-777-3999/1760

Refugee Clinic DAHC

Attn: Sharon Flood/ Mark Hodge
2000 Dennis Avenue, Room 252
Silver Spring, MD 20902
Phone: 240-777-1810

All copies of invoices and all inquiries regarding payment must be directed to the above addresses. Failure to comply with this requirement may delay payment. Contractor must provide biological specimen pick-ups at the County Public Health Clinic sites shown below daily and transport to its testing facility on a regular schedule after 5:00pm on Monday, Wednesday, Thursday and Friday and after 7:00pm on Tuesday.

Start: _____ Name of Lab: _____ Dates of Assignment From: _____ To: _____

Dates of Assignment From:

To:

PAGE 2

SCHOOL BASED HEALTH CENTERS (SBHC)						
SITE	BROAD ACRES ES School Based Health Center	HARMONY HILLS ES School Based Health Center	GAITHERSBURG ES School Based Health Center	SUMMIT HALL ES School Based Health Center	NEW HAMPSHIRE ESTATES ES School Based Health Center	NORTHWOOD HS School Based Wellness Center
CONTACT PERSON: SCHOOL NURSE	LADYS LUX	ANNIE ROHLIN	CARMEN ALCAINE	LORI SCHEINBERG	NIKKI GEORGE	ETSUKO WHITE
ADDRESS	710 Beacon Road Silver Spring, MD 20903	13407 Lydia Street Silver Spring, MD 20906	35 N. Summit Avenue Gaithersburg, MD 20877	101 West Deer Park Rd. Gaithersburg, Md. 20877	8720 Carroll Ave. Silver Spring, MD 20903	919 University Blvd. WEST, Silver Spring, MD 20901
PHONE	301-431-6010	301-929-5546	301-926-1628	301-926-8879	301-431-7610	301-649-8263 301-649-8550
FAX	301-431-4049	301-929-5583	301-208-7231	301-840-1246	301-431-6018	301-649-8594
SCHOOL HOURS	8:30 - 3:05	9:15 - 3:30	8:50 - 3:05	8:30 - 3:05	8:50 - 3:05	7:00 - 3:30
PICK-UP - required between 2PM and 4 PM - only on days requested	Each SBHC site will call the lab BY NOON - as needed- for pick-up that day					
<p>ALL INVOICES for SBHC's must be sent to:</p> <p>Att: BRENDA RUSSO (PH 240-777-4492)</p> <p>School Based Health Centers (6 locations)</p> <p>401 Hungerford drive; Second floor</p> <p>Rockville, Maryland 20850</p>						

Primary Lab Assignment for One
Year from Contract Start:

Name of Lab: _____

Dates of Assignment From: _____

To: _____

ATTACHMENT B PAGE 3

DELIVERY/ PICK-UP SITES FOR DEPARTMENT OF CORRECTIONS FACILITIES

HOURS OF OPERATION: 365 DAYS PER YEAR/ 24 HOURS PER DAY

WILL CALL FOR DELIVERY AND PICK-UPS

EMERGENCY SPECIMEN PICK-UP MUST BE MADE WITHIN 2 HOURS OF REQUEST FOR PICK-UP

**Montgomery County
Correctional Facility**

**Montgomery County Detention
Center**

**Montgomery County Pre-Release
and Re-entry Services**

22880 Whelan Lane

1307 Seven Locks Road

11651 Nebel Street

Boyd's, MD 20841

Rockville, MD 20850

Rockville, MD 20852

(240) 773-9814 (p)

(240) 777-9773 (p)

(240) 773-4216 (p)

(240) 773-9937 (fax)

(240) 777-9775 (fax)

(301) 468-4372 (fax)

Charge Nurse

Charge Nurse

Charge Nurse

CRITICAL RESULTS MUST BE FAXED AND A FOLLOW UP PHONE CALL PLACED TO THE CHARGE NURSE ON DUTY AT THE FACILITY ORDERING THE TEST

LAB RESULTS MUST BE MADE AVAILABLE ELECTRONICALLY

CONTACT ADMINISTRATOR: TONY STURGESS 240-773-9830

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO
DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Cherri Branson
Office of Procurement

Date: _____

Director
Cherri Branson
Office of Procurement

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR’S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

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 Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions 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. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) 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. Section 11B-33A (c)(2).
- 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 requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL 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. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is 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 WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages 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. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. 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 against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the 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.

L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov .

[Remainder of Page Intentionally Left Blank]

Contract # _____

Wage Requirements Law Certification

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

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

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 Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", will comply with the requirements under County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or WRL). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 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)(1);
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit 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)(3) (**must complete item C below**).

- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). 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 non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, 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 WRL. For proposal 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 WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

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	

Contract # _____

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

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

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

[illegible]

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".