

**Open Solicitation Plan
For
Open Solicitation # 1006274 – Home Delivered Meals**

As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Health and Human Services (DHHS) / Aging and Disability Services 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. Additionally, DHHS will send a copy of the notice to current providers, whose contracts will be replaced by contracts awarded under this Open Solicitation.
- (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 service. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions and Minimum Qualifications document 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 that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the solicitation criteria.

All applicants meeting the minimum qualifications listed in the Instructions and Minimum Qualifications document of the Open Solicitation will be eligible to receive a contract to provide the services described in the Open Solicitation. The services will be client-driven in that the clients will select the provider based on geographic location and personal preference.

- (4) 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 on the Pre-approved Form Contract (referred to as Scope of Services). 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”), 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 by DHHS. Funds will be encumbered under contracts for home-delivered meals via a purchase order. The County’s Senior Nutrition Program 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. Award of a contract under this Open Solicitation is subject to appropriation of funding.

NOTICE TO VENDORS

Open Solicitation # 1006274 Home Delivered Meals

Montgomery County, Maryland, through its Department of Health and Human Services (DHHS) Aging and Disability Services, Senior Nutrition Program is seeking experienced and qualified entities to provide home-delivered meals to frail older adults who live in various geographic areas of Montgomery County, Maryland. The purpose of an Open Solicitation under Montgomery County's Procurement Regulations is to permit acceptance of applications on a continuing basis to meet service needs. The number of clients, the amount of funding available, the number of applications received, and the capacity of individual applicants to provide services determine how long the County is able to accept applications for any particular program under an Open Solicitation. (The County cannot guarantee a minimum number of or any referrals under a contract resulting from an Open Solicitation.) Interested parties are encouraged to submit an application along with other required materials listed below to allow for processing of a Pre-Approved Form Contract.

A complete description of the Scope of Services required is listed in the Open Solicitation packet in the Pre-Approved Form Contract. You may obtain a packet by contacting the Contract Management Team at 240-777-1562 and requesting Open Solicitation #1006274, and providing your name or a contact name, your complete address, and your telephone number.

Questions related to the technical information described in this Open Solicitation (i.e., the program of services to be provided) should be directed to Melanie Polk, Senior Nutrition Program, at 240-777-3053.

Questions related to the application/contract process and insurance requirements may be directed to Jannie Bright Davies, Supervisor, Contract Management Team, at 240-777-1276.

INSTRUCTIONS AND MINIMUM QUALIFICATIONS

Open Solicitation # 1006274 Home Delivered Meals

The County will enter into a contract with all applicants who meet the minimum qualifications and complete and submit the mandatory submissions described below in this document, including copies of required insurance certificates and the Pre-Approved Form Contract properly executed by the applicant. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed and a copy of the contract will be sent to the applicant. The completed Application/Vendor Information Form and the entire Open Solicitation packet (consisting of the Notice to Vendors, Pre-Approved Form Contract with the signature page and all attachments, and this document) constitute the entire contract. Please keep a copy of the entire Open Solicitation packet for your records. *Applicants are strongly encouraged to carefully review all of the documents and information provided with this packet before completing and returning the Application/Vendor Information Form and the Pre-Approved Form Contract. **Incomplete applications will not be processed.***

Questions related to the technical information described in this Open Solicitation (i.e., the program of services to be provided) should be directed to Melanie Polk, Senior Nutrition Program, at 240-777-3053.

Questions related to the application/contract process and insurance requirements may be directed to Jannie Bright Davies, Supervisor, Contract Management Team, at 240-777-1276.

I. Submission Documents – The following items must be submitted with your application:

- A. Each applicant must submit a narrative description of its ability to provide the services described in the Pre-Approved Form Contract, including a description of any relevant experience in providing similar services. **Each narrative must identify the geographic area(s) in Montgomery County, Maryland in which the applicant is capable of providing home-delivered meals. Each narrative must also adequately describe the applicant's ability to meet all of the requirements of this solicitation and contract, and must include, but not be limited to, the following:**
- (1) a plan that the applicant will follow to ensure that it meets all of the requirements in the Scope of Services and Records and Reports sections of the Pre-Approved Form Contract;
 - (2) a description of the applicant's client intake process using the County provided Participant Registration Form, Attachment H, used to assess a client's need for services; and

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- (3) a description of the applicant's procedure which will be used to obtain voluntary financial contributions for the meals provided and, if appropriate, a copy of the letter used to request donations for meals.
- B. Menu, Food License, and Inspection Report
Each applicant must submit: (a) a sample four-week cycle menu and (b) a copy of its food license and a recent licensing inspection report or a copy of the applicant's agreement with a meal provider and the meal provider's food service license with a recent licensing inspection report.
- C. Components of Meal Cost Form
Each applicant must complete the Components of Meal Cost Form (Attachment B to the Pre-Approved Form Contract) and submit the form with the application. The completed Components of Meal Cost Form must include a breakdown of the cost of each meal to be provided, including the cost of food, disposables, labor, overhead, and transportation.
- D. Insurance Certificate
A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article VII of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate. A sample Certificate is included in this packet. (Insurance Certificates that contain renewal of policy information may be faxed by your insurance broker to the attention of the Insurance Manager at FAX 240-777-4464. However, Applicants must follow up with their insurance brokers to ensure that an original insurance certificate that has been signed by the broker is forwarded to the Contract Management Team.)
- E. Vendor Signed Contract/Signature Page
If the applicant is a corporation, an officer of the corporation with authority to sign contracts for 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. ONLY ENTER A DATE IN THE SIGNATURE BLOCK.**
- F. Application Form
Please complete the Application/Vendor Information Form in full, and sign and date the form.
- G. If the applicant is a corporate entity, please provide the applicant's Articles of Incorporation along with any amendments.
- H. A completed and signed copy of applicant's Internal Revenue Service (IRS) Form W-9.

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- I. If applicant is a Not-for-Profit entity, the applicant's Letter of Determination from the IRS.
- J. Minority Business Program & Offeror's Representation (Attachment G of the Pre-Approved Form Contract).
- K. A Minority-Female-Disabled Person (MFD) plan or Request for Waiver (Attachment E of the Pre-Approved Form Contract).
- L. 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 F of the Pre-Approved Form Contract).

Please return all of the above-listed submissions to:

Montgomery County, Maryland
Department of Health and Human Services
Contract Management Team-attn: Jannie Bright Davies
401 Hungerford Drive, Sixth Floor
Rockville, Maryland 20850

- II. The **minimum qualifications** for this Open Solicitation are as follows:
 - A. All applicants must have the capacity to deliver meals to persons in Montgomery County, Maryland as described in the enclosed Pre-Approved Form Contract, to include the assessments and reassessments of persons requesting services to determine eligibility and need for other services.
 - B. All applicants must have in effect a written agreement to obtain meals from a meal provider who meets state and local sanitation regulations, or must provide a plan to enter into such an agreement. If the applicant is going to provide meals on-site, the site in which the Contractor is preparing meals must meet state and local regulations for meal preparation.
 - C. All applicants must have the capacity to deliver meals that are in accordance with the Menu Standards included as Attachment A to the Pre-Approved Form Contract.
 - D. All applicants must have the capacity to provide a mechanism for clients to make voluntary financial contributions for the meals provided.

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- E. All applicants must have the capacity to provide the required records and/or reports as described in Article III of the Pre-Approved Form Contract.
- F. Applicant must accept the County determined reimbursement rate for all services described in this Open Solicitation.

III. Instructions

Please complete the enclosed Application/Vendor Information 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
Attention: Jannie Bright Davies

If your application meets the minimum qualifications listed above, the County will execute the 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 D 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 Pre-Approved form contract as written, including the General Conditions, and other attachments and return it to the County for execution by the Office of Procurement. The DHHS Contract Management Team will forward a copy of the executed contract along with related materials to you. Once you receive notice from the County that the contract has been executed and receive an executed purchase order from the County containing a monetary limit for the services to be provided, you may begin to provide services to clients.

The County makes no guarantee that any single contractor will receive referrals or serve clients under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation are client-driven in that clients will choose the provider from which they wish to receive services.

Award of a contract under this Open Solicitation is subject to appropriation of funding.

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

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APPLICATION/VENDOR INFORMATION FORM

Open Solicitation # 1006274: Home Delivered Meals

Legal Name of Firm/Individual: _____

Contact Name: _____

Address: _____

City and State: _____ Zip Code: _____

E-mail Address (if applicable): _____

Tax Identification # (TIN) _____

Phone: _____ Fax #: _____

Type of Entity, e.g., for-profit, not-for profit: _____

Name of Person or Company that handles the billing and that person's telephone number:

Acknowledgment:

I have received a copy of the packet for Open Solicitation # 1006274, reviewed the documents, and agree to the solicitation's requirements, including the insurance requirements. I have received a copy of the County's General Conditions (Attachment E to the Pre-Approved Form Contract) and accept those terms and conditions.

Signature of Person Completing this Form

Title

Date

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I. BACKGROUND/INTENT

- A. The Montgomery County, Maryland Department of Health and Human Services (DHHS) serves the elderly and persons with disabilities through its Aging and Disabilities Service Area. The DHHS Senior Nutrition Program (SNP) provides various services for adults aged 60 and older, and a spouse of any age of an adult aged 60 and older. The SNP is seeking entities to provide home-delivered meals for frail older adults who live in various geographic areas of Montgomery County, Maryland.
- B. The services described in this Contract are funded under the federal Older Americans Act of 1965. The goal of the SNP is to provide nutritious meals to frail older adults who are homebound by reason of illness or disability, or are otherwise isolated. The purpose of the services described in this Contract is to provide greater independence in meal preparation so that frail older adults can continue to live independently at home and in the community.
- C. The Contractor was selected under Open Solicitation # 1006274, Home-Delivered Meals (the Open Solicitation), to provide services in accordance with the Open Solicitation and this Contract.

II. SCOPE OF SERVICES

- A. The Contractor must deliver meals to eligible persons who live within the geographic area defined by the Contractor in its application to provide services under this Contract and the SNP. Changes to the geographic area must be approved by the SNP. Eligible persons who are frail and determined to be in need of meals delivered at home who are not currently enrolled in a care-providing program which provides meals, and who are:
 - 1. persons 60 years of age and their spouses of any age; or
 - 2. disabled persons under 60 years who live with persons eligible in A.1.
- B. The Contractor must utilize the Participant Registration Form, Attachment H, as an intake tool to assess eligibility for home-delivered meals service before initiating service. The Contractor must reassess each participant's need for home-delivered meals at least once annually. Attachment H may be updated as needed by the County and provided to the Contractor by the SNP.

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- C. The Contractor must have in effect a written agreement to obtain meals from a meal provider that meets state and local sanitation regulations. When meals are prepared on the Contractor's site, the site in which meals are prepared must meet state and local regulations for meal preparation.
- D. The Contractor must deliver meals that meet federal and state requirements under the Older Americans Act. The Contractor must use menus that are in accordance with the Menu Standards shown in Attachment A to this Contract. The Contractor's menus must be certified by a dietitian/nutritionist who is licensed in Maryland, and the Contractor's menus must be approved by the SNP before they are used. If the menus change, the new menus must be approved by SNP before they are used.
- E. The Contractor must provide a supply of shelf stable meals to participants at least once a year to be used in emergencies when daily meals cannot be delivered. These meals also must be certified as meeting federal and state requirements. The quantity of meals to be provided must be in accordance with the Maryland Department of Aging specifications for this service.
- F. The Contractor must deliver meals following procedures which meet state and local sanitation and food safety regulations.
- G. The Contractor must provide a mechanism for participants to make voluntary financial contributions for the meals. All contributions will be retained by the Contractor and must be used to offset the costs of providing meals under this Contract. The Contractor must not deny services to any person because of their inability or unwillingness to make financial contributions for meals.
- H. The Contractor must bring to the attention of appropriate officials any conditions or circumstances that place the older person or the household in imminent danger.
- I. The Contractor must provide nutrition education at least twice a year to clients whose meals are paid for under the contract. Nutrition education must be overseen by a dietitian licensed in Maryland. Senior Nutrition Program dietitians will provide printed materials that may be distributed to clients to meet the requirement for nutrition education.
- J. The Contractor must cooperate with the SNP to achieve the outcomes specified in the current Program Measures and Program Survey form for SNP as shown in Attachment C to this Contract by providing home-delivered meals to participants. The Contractor must distribute the survey form (Attachment C) to participants at least once per year; participants may choose whether or not to complete the forms. Forms will be provided by the SNP and must be submitted to the SNP as requested by the SNP.

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- K. The Contractor must complete Attachment B to this Contract (Components of Meal Cost Form), annually, and must submit the form to the SNP by July 30th of each year that the Contract is in effect.
- L. The County has the right to perform unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of the Contract, and reserves rights to access all program files and materials of the Contractor. The Contractor must maintain program files for a minimum of three years following the termination or conclusion of the Contract.
- M. The Contractor's volunteers and employees having direct contact with program participants must have a criminal background check performed by the agency directed by the County at the County's cost. The Contractor must ensure that no individual whose criminal background is not clean or who refuses to participate in a criminal background check- provides services to the program participants. Results of background checks must be made available to the County at the SNP's request. The Contractor must open an account with the agency identified by the County to perform criminal background checks and must deal directly with the agency to order background checks and obtain results and invoices for background checks performed. Payment to the agency must be made by the Contractor, but copies of invoices must be sent to the County with the regular monthly invoice for reimbursement. Requests for reimbursement must appear as a separate line item on the monthly invoice.

III. RECORDS AND REPORTS

- A. The Contractor must complete a Participant Registration Form, Attachment H, for each person who receives one or more meals under this Contract, prior to the first day of participation, and must submit these Forms to the SNP within 12 days after the end of each month. The Participant Registration Form includes Activities of Daily Living and a Nutrition Checklist and will be updated by the SNP and provided to the Contractor as revisions occur.
- B. Within 12 days after the end of each month, the Contractor must submit to the SNP, records that verify that approved menu items were served, participants' names with number of meals per participant, and the total dollar contribution amount made collectively by all meal participants.
- C. The Contractor must furnish additional information and reports from time to time as may be required by the County in response to changing requirements from the State of Maryland. The Contractor must comply with such additional reporting requirements within the timeframes given by the SNP.

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IV. COMPENSATION

- A. For each federal fiscal year, the County will set a price per delivered meal for Federal Fiscal Year 2014. The County shall compensate the Contractor for each delivered meal at a fixed annual price of \$9.00 per meal. The rates for the services under Open Solicitation #1006274 are set by the County and published at: <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The County may at its option and as fiscal appropriation allows, adjust the Approved Rate Schedule for this Solicitation at the beginning of the Federal's Fiscal Year (i.e. October 1). The Contractor is responsible for checking the website listed above at the beginning of each fiscal year (beginning October 1st) to obtain copy of the County's current Approved Rate Schedule. The County will ensure that the compensation rates on the Approved Rate Schedule are fair and reasonable.
- B. The County shall issue to the Contractor a Purchase Order each Federal fiscal year the Contract is in effect. The maximum amount payable under this Contract for each federal fiscal year must not exceed the total amount shown on the Purchase Order(s).

V. INVOICES

The Contractor must submit monthly invoices to the County in a format approved by the County for services provided under this Contract. Invoices are subject to County approval and acceptance and must be submitted within 12 days of the close of each month. The Contractor's invoices must be based on the rate per meal specified in Article IV., Compensation, Paragraph A. The Contractor must submit Attachment H, Participant Registration Forms for new clients as required under Article III, Records and Reports, and any other information as required under Article III, with each month's invoice(s). All invoices and supporting documentation must be submitted to:

Montgomery County Department of Health & Human Services
Senior Nutrition Program (SNP)
401 Hungerford Drive, Fourth Floor
Rockville, Maryland 20850

VI. TERM

This Contract shall become effective upon signature by the County's Director, Office of Procurement and shall be for two (2) years. Before the contract term ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the Contract for two (2) additional two-year terms. Renewal of this Contract is contingent upon appropriation of funding.

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VII. GENERAL CONDITIONS AND INSURANCE

The general Conditions of Contract Between County and Contractor are incorporated by reference into and made a part of this Contract as Attachment D. The mandatory insurance requirements listed below supersede the insurance requirements Listed in Paragraph 21 of the General Conditions.

Prior to the execution of the contract by the County, the Contractor must obtain at its 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 Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of five hundred thousand dollars (\$500,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Volunteers (if applicable)
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of five hundred thousand dollars (\$500,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

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

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

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.

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Certificate Holder
Montgomery County, Maryland
Health & Human Services / CMT / Lisa Colburn
401 Hungerford Drive, 6th Floor
Rockville, Maryland 20850

VIII. 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 precedence to be applied in the event of a conflict in their term:

- a. This Contract Document;
- b. The General Conditions of Contract Between County and Contractor (Attachment D)
- c. Menu Standard (Attachment A)
- d. Components of Meal Cost (Attachment B)
- e. DHHS Program Measures/Survey Form (Attachment C)
- f. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan (Attachment E)
- g. Wage Requirements for Services Contract Addendum to the General Condition of Contract Between County and Contractor (Attachment F)
- h. Minority Business Program & Offeror's Representation (Optional) (Attachment G)
- i. Participants Registration (Attachment H)

(Signature page follows.)

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Signature Page

This Contract, which incorporates the Notice to Vendors, Instructions and Minimum Qualifications Document, Application/Vendor Information Form, the Open Solicitation with its Form Contract, Signature Page, and General Conditions of Contract Between County and Contractor including Minority Owned Business Addendum and Wage Requirements for Services Contract Addendum by reference menu standards, components of meal cost, survey form and Participant Registration form, copies of which have been provided to the Contractor, is entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as the "Contractor" and Montgomery County, Maryland, hereinafter referred to as 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.

**Pre-Approved Form Contract
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Attachment A

**Department of Health & Human Services
Senior Nutrition Program**

MENU STANDARDS

Menus must be certified by a dietitian/nutritionist licensed in Maryland that they meet requirements of the Older Americans Act. Each meal must provide 1/3 of current Dietary Reference Intakes (DRIs) for Older Adults and must comply with the current Dietary Guidelines for Americans. Nutritional content may be assured with a Nutritional Analysis or by following the Meal Pattern approved by the Maryland Department of Aging.

Menus must be planned in advance for a minimum of one month, keeping repetition of entrées to a minimum. While menus are subject to change due to availability of food items, substitutions should be approved in advance by the Senior Nutrition Program or a licensed dietitian-nutritionist. At congregate sites, menus must be posted so as to be available to participants.

Requirements for One Meal Daily

Nutritional Analysis

The following nutrients are required for each meal.

Nutrient	Amount Required	Notes
Calories	655 calories per meal, averaged over one week	No meal may be less than 600 calories
Protein	17 g per meal	
Fat	≤ 30% calories, averaged over one week	No meal may have more than 35% calories from fat
Fiber	8 g averaged over one week	
Calcium	400 mg per meal	
Magnesium	140 mg per meal	
Zinc	3.7 mg per meal	
Vitamin A	300 mcg (RE), averaged over one week	
Vitamin B6	.6 mg per meal	
Vitamin B12	.8 mcg per meal	
Vitamin C	30 mg per meal	
Sodium	≤ 1000 mg, averaged over one week	No meal may have more than 1200 mg sodium

Meal Pattern (approved by Maryland Department of Aging)

When a Meal Pattern is used, each meal must provide the components below. Also see *Meal Components and Serving Sizes, Specific Nutrient Sources, and Meal Preparation Guidelines* given in pages that follow.

- 3 oz. edible cooked meat, fish, fowl, eggs or meat alternate
- 3 servings vegetables and fruits
- 2 servings starches/grains
- 1 cup low fat milk or equivalent
- Optional: fat, dessert, coffee or tea

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Requirements for Two Meals Daily

When 2 meals a day are served to the same population, the two meals must furnish a total of two-thirds of the DRIs. If the 2 meals are not served to the same population, **each** meal must meet the requirements for one meal.

Requirements for Three Meals Daily

When 3 meals a day are served to the same population, the three meals must furnish a total of 100% of the DRIs. If the 3 meals are not served to the same population, **each** meal must meet the requirements for one meal.

Shelf Stable Meals

Shelf stable (emergency) meals are combinations of foods that can be stored at room temperature. Cans should be easy to open and the box should be labeled with a “use by” date. They may be used for one year or up to expiration dates on the foods.

Meals must meet the Menu Standards; nutrient content of the meals in the package may be averaged to meet requirements. Menus of combinations to meet requirements must be included with the foods.

Meal Components and Serving Sizes

Meat, Fish, Poultry, Eggs, Cheese, and Legumes

The meal shall contain a 3-ounce cooked, edible portion of meat, fish, poultry, eggs, cheese, or legumes, providing at least 17 grams of protein for one meal per day. Two-ounce portions may be served when 2 or 3 meals are served daily.

Protein equivalents to 1 ounce of meat:

- 1 egg
 - 1 ounce cheese
 - ¼ cup cottage cheese
 - ½ cup cooked dried beans, peas or lentils
 - 2 tablespoons peanut butter
 - ¼ cup raw, firm tofu (calcium salt processed)
 - 1/3 cup nuts
1. Use salted foods or high sodium meats (e.g. hot dogs, sausage, bacon, ham, cold cuts, etc) no more than 1 time per month for 1 meal per day, 2 times per month for 2 meals per day.
 2. Serve legume dishes (using mature dried beans and peas and lentils) at least 2 times per week for 1 meal per day, 4 times per week for 2 or 3 meals per day.
 3. Texturized Vegetable Protein (TVP) may be incorporated in recipes with a maximum ratio of 30% TVP to 70% meat.
 4. Ground meat may be served no more than 2 times per week when serving 1 meal per day; 4 times per week when serving 2 meals daily; 6 times per week for 3 meals daily.
 5. Soups containing at least one-half cup of beans, lentils or split peas may be counted as one ounce of meat.

Vegetables

A serving of vegetable is generally:

- ½ cup cooked, drained or raw vegetable
- 1 cup raw leafy greens

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- ½ cup tomato sauce
- ½ cup 100% vegetable juice

1. Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes should total ½ cup per serving.
2. Lettuce and tomato served as condiments are not a vegetable serving.

Fruits

A serving of fruit is generally

- 1 medium whole fruit (size of a tennis ball)
- ½ cup fresh, chopped, cooked, frozen or canned, drained fruit
- ½ cup 100% fruit juice or cranberry juice
- 1 ounce dried fruit (apricots, cranberries, figs, prunes, raisins, etc.)

Fresh, frozen or canned fruit must be packed in juice, light syrup or without sugar.

Starches/Grains

A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended.

Serving sizes are:

1 slice (1 oz) bread	1 biscuit, 2.5" diameter
1 ounce ready-to-eat cereal	small sandwich bun
½ cup cooked cereal	½ large hotdog/hamburger bun, 1 oz
1 small (2 oz) muffin	2" cube cornbread
1 waffle, 4-5" diameter	1 tortilla, 6" diameter
1 pancake, 4" diameter	4-6 crackers (1 oz)
1 slice French toast	½ cup bread dressing/stuffing
½ English muffin	½ cup cooked pasta, rice, noodles
½ bagel, 3-4" diameter	½ cup cooked dried beans, split peas or lentils

Starchy vegetables: 1 serving is ½ cup potatoes, sweet potatoes, corn, lima beans, yams or plantains.

1. Use whole grains (whole wheat, oats, brown rice, multi-grains) at least
 - 2 times per week for 1 meal per day
 - 4 times per week for 2 meals per day
 - 6 times per week for 3 meals per day
2. Serve legume dishes (using mature dried beans and peas and lentils) at least
 - 2 times per week for 1 meal per day
 - 4 times per week for 2 or 3 meals per day

Milk

Each meal must contain 8 ounces (1 cup) of fortified skim, 1% or buttermilk. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu, however an equivalent substitute for calcium must be used.

Calcium equivalents:

- 1 cup yogurt
- 1 cup of reconstituted or 1/3 cup non-reconstituted powdered milk

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- 1½ ounces of cheese (Cheddar, American, etc.)
- 1½ cups low fat cottage cheese
- ½ cup raw, firm tofu (calcium salt processed)
- 1 cup calcium fortified juice

Fat

Fat is not a requirement. Total fat calories (fat in foods + added fat) must be limited to 30 to 35 percent of total calories per meal. Meals contain fat components to increase palatability and acceptability. Fat may be used in food preparation or served to accompany the meals see Meal Preparation GuideLines Attachment A..

Serving sizes (50 calories):

- 1½ teaspoons fortified margarine
- 1½ teaspoons mayonnaise
- 1 tablespoon salad dressing
- 1½ teaspoons spread
- 1 tablespoon light cream cheese
- 1 strip of bacon

Desserts

Desserts may be added to meet consumer preferences. Desserts using fruit, whole grains, and low fat or low sugar products are encouraged. Desserts can be used to meet requirements for components of the meal pattern, as follows.

1. When a dessert contains ½ cup of fruit per serving, it may be counted as a serving of fruit.
2. When a dessert contains the equivalent of 1 serving starches/grains per serving, it may be counted as a serving of starches/grains.
3. When a dessert contains ½ of a calcium equivalent (see Milk, above), it may be counted as ½ serving of milk.

Condiments and Product Substitutes

Salt substitutes may not be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt and sugar may be provided, but may not be counted as fulfilling any part of the nutritive requirements.

Supplements

Medical foods and foods for special dietary uses may not be provided with federal or state nutrition funds. Title IIID, Senior Care and Medicaid waiver funds may be used for medical foods under certain circumstances, specified in the Area Plan.

Specific Nutrient Sources

Vitamin A:

- Vitamin A rich foods must be served 2 to 3 times per week for one meal per day and 4 to 6 times per week for 2 meals per day. One rich source or two fair servings may be used to meet the requirements.
- One serving of carrots or sweet potatoes/yams is equivalent to 3 servings of vitamin A rich foods. Other deep orange and dark green vegetables & fruits provide vitamin A.

Some **rich** sources of vitamin A include:

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Apricots	Mango
Cantaloupe	Spinach
Collard greens	Turnip greens, other dark green leaves
Kale	Winter squash (Hubbard, Butternut)

Some **fair** sources of vitamin A include:

Apricot Nectar	Tomato Sauce
Broccoli	Vegetable Juice
Pumpkin	

Vitamin C:

- For each meal, vitamin C may be provided as 1 serving of a rich source, 2 half servings of rich sources or 2 servings of fair sources.
- Fortified, full-strength juices, defined as fruit juices that are 100% natural juice with vitamin C added, are vitamin C-rich foods.
- Partial-strength or simulated fruit juices or drinks, even when fortified, may not count as fulfilling this requirement, **except** cranberry juice.

Some **rich** sources of vitamin C include:

Broccoli	Kiwi
Brussels sprouts	Lemon or lime juice
Cantaloupe	Mandarin oranges
Cauliflower	Mango
Fruit juices, fortified	Orange or orange juice
Gelatin, fortified	Strawberries
Grapefruit or grapefruit juice	Sweet red pepper
Green pepper	Sweet potatoes/yams
Honeydew melon	Tangerine
Kale	

Some **fair** sources of vitamin C include:

Asparagus	Spinach
Cabbage	Tomatoes, tomato juice or sauce
Collard greens	Turnip greens
Mustard greens	Vegetable juice
Pineapple	Watermelon
Potatoes	

Meal Preparation Guidelines

to meet the *DRIs for Fat and Sodium and the Dietary Guidelines*

Select Low-Fat, Low Sodium Foods

- Use lean cuts of red meats, poultry without the skin, and all fish.
- Serve legume dishes (using mature dried beans & peas and lentils) in place of meat.
- Use high-fat, high-sodium meats (bacon, hot dogs, sausage) sparingly, i.e., once a month for one meal per day, twice a month for 2 meals per day, and 3 times a month for 3 meals per day.
- Use unsalted versions of salted foods (chips, crackers).

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- Select low sodium versions of canned soups, tomatoes, vegetables, and salad dressings in place of regular canned/bottled items.
- Substitute low fat milk (1% or skim) or skimmed evaporated milk for whole milk and cream in recipes.
- Select low-fat, low sodium cheese in place of regular cheese.
- Substitute low fat or non fat yogurt for sour cream (or use low fat/non fat sour cream) as an accompaniment.
- Offer fruit desserts: Fruit Cup (fresh, canned-in-light-syrup-or-juice, frozen), Fruit Crisp, Fruit Cobbler, Fruit with Low-fat Pudding.

Prepare Foods in Low Fat, Low Sodium Ways

- Use low fat cooking methods such as baking, broiling, steaming, stewing, and microwaving. Minimize fat added to cooked meats and vegetables.
- Chill cooked stews and mixed dishes that can be reheated so that the fat will harden. Remove fat before heating to serve.
- Make sauces and gravies without fat. Add starch to cold liquid, instead of blending starch with fat, before cooking to thicken.
- Reduce fat by ½ in traditional recipes. To reduce saturated fat, substitute vegetable oils (canola, corn, olive, safflower, sunflower, soybean) for shortening, butter and margarine.
- Prepare foods without adding salt. Use herbs & spices and salt-free seasonings, lemon juice, lime juice and vinegar to flavor foods. Modified sodium seasonings may be used.
- In cooking, do not use high sodium ingredients such as soy sauce, catsup, BBQ & teriyaki sauce, prepared mustard, seasoned salts, MSG, bouillon, pickles, olives. These may be used as condiment-accompaniments to the meal.

Meals prepared following these guidelines will have less than 30% of calories from fat, less than 10% of calories from saturated fat, and each meal will provide fewer than 800 mg sodium.

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<p>Menu Approval Sheet for use with the Menu Pattern</p>
--

See Meal Components and Serving Sizes for portion sizes and nutrient content.

Food Group	1 Meal per Day		2 Meals per Day		3 Meals per Day	
	Minimum	Check	Minimum	Check	Minimum	Check
Meal, Fish, Eggs, Legumes	3 oz or equivalent		4 oz or equivalent		6 oz or equivalent	
	Legumes 2x/week		Legumes 4x/week		Legumes 4x/week	
Fruits & Vegetables	3 servings		6 servings		9 servings	
Vitamin A	1 rich serving 2-3x/week		1 rich serving 4-6x/week		1 rich serving 4-6x/week	
Vitamin C	1 rich or 2 fair servings		2 rich or 4 fair servings		3 rich or 6 fair servings	
Grains/ Starches	2 servings		4 servings		6 servings	
	Whole Grains 2x/week		Whole Grains 4x/week		Whole Grains 6x/week	
Milk	1 serving		2 servings		3 servings	
Calories	No less than 600 Average 655 for the week		No less than 1200 Average 1310 for the week		No less than 1800 Average 1965 for the week	
Ground meat	No more than 2x/week		No more than 4x/week		No more than 6x/week	
Follows Meal Preparation Guidelines	Sodium		Sodium		Sodium	
	Fat		Fat		Fat	

I certify that, to the best of my knowledge, each meal in the attached menus provides one-third of the current Dietary Reference Intakes of the National Academy of Sciences and conforms to the Dietary Guidelines for Americans.

Authorized Signature:	<hr/>	Date:	<hr/>
Printed Name	<hr/>		

**Pre-Approved Form Contract
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Home Delivered Meals**

<p>Menu Approval Sheet for use with the Nutritional Analysis</p>
--

Nutrient	1 Meal per Day		2 Meals per Day		3 Meals per Day	
	Minimum	Check	Minimum	Check	Minimum	Check
Energy	No less than 600; Average 655 for the week		No less than 1200; Average 1310 for the week		No less than 1800; Average 1965 for the week	
Protein	17 grams		34 grams		51 grams	
Fat	≤35%per meal; 30% average over one week		≤35% per meal; 30% average over one week		≤35% per meal; 30% average over one week	
Fiber	8 grams average over one week		16 grams average over one week		24 grams average over one week	
Calcium	400 mg		800 mg		1200 mg	
Magnesium	140 mg		280 mg		420 mg	
Zinc	3.7 mg		7.4 mg		11.1 mg	
Vitamin A	300 mcg (RE) averaged over one week		600 mcg (RE) averaged over one week		900 mcg (RE) averaged over one week	
Vitamin B6	.6 mg		1.2 mg		1.8 mg	
Vitamin B12	.8 mcg		1.6 mcg		2.4 mcg	
Vitamin C	30 mg		60 mg		90 mg	
Sodium	≤ 1000 mg averaged over one week; no more than 1200 mg per meal		≤ 1800 mg averaged over one week		≤ 2400 mg averaged over one week	

A copy of the *nutritional analysis* must be submitted with this sheet.

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I certify that, to the best of my knowledge, each meal in the attached menus provides one-third of the current Recommended Dietary Allowances of the National Academy of Sciences and conforms to the Dietary Guidelines for Americans.

Contractor's Authorized Signature

Printed Name of Signor

Date

**Pre-Approved Form Contract
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Home Delivered Meals**

Attachment B

Components of Meal Cost

Must use Annual figures to show cost of individual meals. Divide annual total costs by number of meals to arrive at the Cost per Meal.

Complete items as appropriate:

1.	<u>Annual cost of raw food or meals</u>	\$	
2.	<u>Annual cost of disposables</u>	\$	
3.	<u>Annual cost of labor or staff</u>	\$	
4.	<u>Annual cost of overhead</u>	\$	
5.	<u>Annual cost of transportation</u>	\$	
6.	<u>Total of other annual costs --Do Not Include Cost of Background Checks</u>	\$	
7.	<u>Total lines 1-6</u>		\$
8.		<u>Minus donations</u>	-\$
9.	Annual Cost of providing services		\$
10.		Meals Total	
\$	÷	=	\$
<u>Line 9</u> <u>(Annual cost)</u>	<u>Line 10 (Meals Total)</u>		Cost per Meal

Contractor's Authorized Signature

Printed Name of Signor

Date

DHHS Program Measures

OUTCOME: Healthy Older Adults

GOAL: Reduce social isolation, thereby improving nutrition of older adults.

PROGRAM MEASURES:

1. Percent of seniors who reported an increase in social contacts after they started receiving meal deliveries.
2. Percent of seniors who report an improvement in diet after they start eating home delivered meals.

The goal of Older Americans Act programs is to help seniors remain healthy, independent and active, living with honor and dignity in their homes and communities. Home Delivered Nutrition services help seniors to obtain healthful nourishing meals in their own homes which would otherwise be unavailable, and provide for increased opportunities for socialization and access to information and other supportive services.

(The remainder of this page is intentionally left blank.)

Montgomery County
Aging & Disability Services
Senior Nutrition Program

*ALL ANSWERS ARE ANONYMOUS AND
WILL NOT AFFECT IN ANY WAY YOUR RECEIPT OF SERVICES*

Compared to before I began Meals on Wheels:

My contact with other people is:

Much higher A little higher

No change Less

I am eating:

Much better A little better

No change Worse

Please give us your opinion of the following:

	Very Good	Good	Okay	Needs to Improve
Meals				
Delivery Service				
Procedure to Order and Cancel Meals				
Procedure to Make Donations for Meals				

Gender: Male Female Age in Years

Race/Ethnicity: Caucasian/White African-American
 Asian/Pacific-Islander Hispanic/Latino

Living situation:

Live alone Live with family member

Live with unrelated others

To what extent did this service improve your overall quality of life:

- Decreased quality of life
- No impact on quality of life
- Improved quality of life small amount
- Improved quality of life a lot
- Improved quality of life greatly

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 Attach	500	1,000	See ment

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.



Montgomery County Office of Procurement MFD Report Of Payments Received For Office Use
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)

 (SIGNATURE OF COMPANY OFFICIAL)

 (TITLE)

 (DATE)

TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program Specialist
 255 Hungerford Drive, Suite 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:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

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

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.

PARTICIPANT REGISTRATION

Site _____ Date _____

Name _____ Phone _____

Last Name First Name MI

Street City _____ State _____ Zip _____

Date of Birth _____ Gender Male Female

Ethnicity African American American Indian/Alaskan Asian/Pacific Islander Hispanic White

Disability? Yes No Income below poverty? Yes No
If yes, Yes means Annual income under \$10,890/one person
or under \$14,710/two persons

Physical Sensory (deaf, blind)

Developmental Psychiatric

Primary Language -----

Activities of Daily Living

Please circle your answer to each question below:

- | | |
|---|---|
| <p>01. Do you eat
2 By feeding self
1 With assistance
0 Must be fed/intravenously/tube fed</p> <p>02. Do you transfer to bed or chair
2 By self(or with object)
1 With assistance from another person
0 Must be lifted/bedbound</p> <p>03. Do you get dressed/change clothes
2 By self
1 With assistance
0 Must be dressed</p> <p>04. Do you complete bathing
2 By self
1 With help washing, turning on water
0 Must have bed bath/total assistance</p> <p>05. Do you complete grooming
2 By self
1 With help shaving/combing hair
0 Must have complete assistance</p> <p>06. Do you use the toilet
2 By self and have control
1 With assistance from another person
0 Must have complete assistance</p> <p>07. Do you walk
2 By self (or with object)
1 With assistance from another person
0 Must have complete assistance</p> <p>08. Do you prepare a light meal
2 By self
1 With assistance
0 Must have complete assistance</p> <p>09. Do you perform light chores
2 By self
1 With assistance, e.g. making a bed
0 Must have complete assistance</p> | <p>10. Do you shop for groceries
2 By self
1 With assistance/someone to go with
0 Must have complete assistance</p> <p>11. Do you travel beyond walking distance
2 By self
1 Need some assistance/escort
0 Complete assistance/special vehicle</p> <p>12. Do you take medication
2 By self
1 With assistance/reminders
0 Must have complete assistance</p> <p>13. Do you handle your own money
2 Write checks; keep track of funds
1 With assistance, e.g. checks, pay bills
0 Must have complete assistance</p> <p>14. Do you use the telephone
2 Byself
1 With assistance dialing/using directory
0 Cannot make or receive calls</p> <p>15. Do you plan and make decisions
2 By self
1 With assistance
0 Dependent on others to plan/decide</p> <p>16. Do you perform heavy chores
2 By self
1 With assistance
0 Must have complete assistance</p> <p>17. Do you have a home health aide
2 Yes
1 Will have in future
0 No</p> <p>18/ Do you live alone
2 No
0 Yes</p> |
|---|---|

Language translation and alternate formats of this document are available upon request.

Rate your Nutritional Health

Read each statement below. Circle the number in the YES column or statements that apply to you.

	YES
I have an illness/condition that made me change the kind and/or amount of food I eat.	2
I eat fewer than 2 meals per day.	3
I eat few fruits or vegetables or milk products each day.	2
I have 3 or more drinks of beer, wine or liquor almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don't always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take 3 or more different prescribed or over-the-counter drugs each day.	1
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2
I am not always physically able to shop, cook and/or feed myself.	2

To get your score: Add the circled numbers above.

TOTALSCORE: _____

If your score is

0-2 Good! Recheck your score in 6 months.

3 - 5 You are at moderate nutritional risk. Discuss this with your doctor or dietitian or contact the Senior Nutrition Program.

6 or more You are at high nutritional risk. Talk to your doctor or dietitian or contact the Senior Nutrition Program to improve your nutritional health.

Please check: male female Live alone? yes no

Age: 64 and under 65 to 74 75 to 84 85+

Date _____ Name _____ Site _____