INFORMAL SOLICITATION # 1146938
COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION CONSULTANT

Montgomery County, Maryland
Department of Health and Human Services

September 2, 2022

In Montgomery County, Maryland, an Informal Solicitation is used for professional services that the total costs of which are less than $100,000 over the life of the resultant Contract.

If you are interested in responding to this Informal Solicitation, your proposal must be submitted no later than September 30, 2022, at 3:00 p.m. The complete proposal must be submitted electronically to:

Tania Munoz, Senior Contract Manager
Via Email: Tania.Munoz@montgomerycountymd.gov

By appointment only:
Montgomery County Department of Health and Human Services
401 Hungerford Drive, 6th Floor
Rockville, Maryland 20850

Electronic Proposals will be accepted via e-mail and must be submitted by the date and time noted above.

If submitting a hard copy proposal, please submit one (1) original and three (3) copies. For hard copy submissions, please contact Tania Munoz at the e-mail address noted above to schedule an appointment to drop off your proposal. Hard copy proposals must be submitted by the date and time noted above.

Please note this Solicitation and any Amendments will be posted on the Department of Health and Human Services Solicitations Page.
http://montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html
Interested offerors are responsible for checking this website regularly for updates/amendments, until the closing date of the Informal Solicitation.

For questions regarding the scope of services or for general program related questions about this Informal Solicitation, please contact Michelle Gallipoli-Montgomery County Department of Health and Human Services, by e-mail at michelle.gallipoli@montgomerycountymd.gov.

For administrative questions such as the procurement process or the resulting Contract related to this Informal Solicitation, please contact Tania Munoz, Senior Contract Manager, Montgomery County Department of Health and Human Services, via e-mail at Tania.Munoz@montgomerycountymd.gov.

This Solicitation will result in one Contract and will be awarded to the highest scoring Offeror who can meet the needs of the County.
The County reserves the right to cancel this Solicitation at any time.

Local Small Business Reserve Program (LSBRP) Notice

INFORMAL #1146938

COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION CONSULTANT

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

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

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

2. After the informal solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
   • all of its business location(s) (if more than one),
   • number of employees by location
   • annual gross revenue of the business for the past three fiscal years.
   (The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

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

A. Montgomery County’s Department of Health and Human Services (DHHS), Early Childhood Services (ECS) has a strong tradition of supporting high quality early care, education, and parent support services to promote quality early childhood education through childcare providers. The County is committed to ensuring an adequate supply of quality early childhood education programs is available to meet the demand from families within the community at an affordable cost.

B. As part of the 2020 Montgomery County Early Care and Education Initiative (ECEI) Action Plan (Link), County leaders and stakeholders are pursuing innovative projects to ensure providers within low-income areas can provide families access to high quality child care. One such project is to create a facilities fund where providers can obtain loans or grants at a no interest or low interest rate. These loans or grants will not just include funding, but will come with additional services to include feasibility planning, design assistance, and build-out expertise to ensure the needs of the provider are being met. These types of loans, grants and services are provided by Community Development Financial Institutions (CDFIs) with funding from the County.

C. CDFI’s are private financial institutions providing responsible and affordable lending to communities with low-income and other disadvantaged groups. CDFIs provide loans and grants, but also provide investments and services to assist an organization with economic revitalization. Many providers across the country are utilizing CDFIs to expand their childcare facilities. Developing a fund within a CDFI is viable way to bring together the business community, funding and technical expertise to build structures for providers enhancing the quality and the safety of children in their care.

D. The County’s ECS is seeking a qualified, experienced consultant to assist with researching and conducting the feasibility of creating facilities fund for childcare providers within Montgomery County, MD.

E. The County intends to award one Contract from this Informal Solicitation. The total anticipated Fiscal Year 2023 compensation for these services, is a range between $75,000 to $99,999. All compensation payable under any contract resulting from this Solicitation is subject to and contingent upon the County’s appropriation and encumbrance of funding for this program described in this Solicitation.

I. SCOPE OF SERVICES

A. The Contractor must provide technical assistance on the development of a CDFI fund, for writing a Request For Proposal (RFP) to solicit such a fund. The Contractor must also provide an accompanying comprehensive report to the County that will provide a foundational direction for the next 5 years for the facilities funding. As part of this CDFI project, the Contractor must perform the following activities:

1. Research:
a. Work with focus groups of providers to learn expansion needs, the type of funds that would be beneficial to their expansion and discuss the different amounts of loans or grants most providers would need.

b. Determine the types of grants or loans are best for childcare centers and for family childcare.

c. Gain access to the Montgomery County, MD Child Care Supply and Demand Study’s work on where the childcare deserts are located within the County to determine what areas need expansion or information on existing providers for potential expansion.

d. Investigate and make recommendations to the County how the County’s program would work with the State’s revolving loan fund which went into effect on July 1, 2022.

e. Scan CDFIs in the region and determine the type of CDFI that will meet the needs of childcare providers.

f. Assess impact of the facilities fund on other categories of care (i.e., infant and toddler care, The Blueprint for Maryland’s Future legislation requirements for mixed delivery of Pre-kindergarten).

g. Research case studies of childcare providers that have used various types of CDFIs and analyze scenarios that work well and those that did not. Provide factors for each case study that can be used in determining a funding structure and recommendations.

h. Develop options for a funding structure and recommendations. Define goal(s) of the fund and those best served by the fund in collaboration with the Montgomery County ECEI Steering Committee.

i. Provide information on how CDFIs solicit and gain philanthropic and/or private sector funding.

j. Provide information on how CDFIs reinvest funding to maximize goals of their clientele.

k. Confirm the feasibility of creating a facilities fund within Montgomery County for child care providers to include pros and cons of such a fund.

2. Design:

a. Based on the research conclusions above, establish the elements for facilities fund which includes assessment, technical support, and project funding for stabilization, quality enhancement and quality expansion.

b. Work with the ECEI Steering Committee to determine requirements for providers to receive the grants/loans (i.e., low-income areas).

c. Determine program goals, the scope of services, and factors to consider for evaluation and preparation of an RFP for finding a CDFI.

d. Create planning grant structure and criteria for providers to access.

e. Create revolving grants/loans structure and criteria to assist providers with project predevelopment.

f. Guide providers on the best choice to either open new sites or expand their current site.

g. Ensure time limits of grant or loan coincide with provider’s long-term business plan.

3. Execution:
a. Develop a comprehensive report for the County that includes data and recommendations for a CDFI for childcare providers in Montgomery County. The report must include a feasibility study of such a fund with focus on geographic areas of need for providers to serve low-income, low-wealth area for quality enhancements or expansion.

b. Work with the County’s Capital Improvements Program (CIP) to develop a project description form for CIP that will provide the funding for the project.

c. Assist in writing the County’s RFP background, intent, and scope of services for creating criteria and for finding a CDFI. The RFP must include, but not limited to, the following scope of services:
   i. Work with CDFI staff to create a tailored funding application that is conducive to each type of provider (center, letter of compliance, large family childcare home, family child care home) within Montgomery County.
   ii. Create process for providers to apply for the appropriate loan or grant funds.
   iii. Determine process to assist providers in maximizing resources (blending and braiding funding) for expansion.

B. The Contractor must comply with all federal, state and local laws and regulations governing privacy and the protection of health information, including but not limited to, the HIPAA. The Contractor must also sign a Business Associate Agreement prior to execution of this Contract.

C. The Contractor must comply with DHHS Background Clearance policy requirements for staff, subcontractor and volunteers serving clients. At a minimum, all staff and volunteers having unsupervised contact with a vulnerable population, must be appropriately screened prior to providing services under the contracts resulting from this Solicitation. The Contractor must check the link below periodically for updates to the policy.

http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html

D. The Contractor must assist with the writing of the RFP, however will not be allowed to participate in the submission of a proposal.

II. DELIVERABLES AND REPORTING REQUIREMENTS:

The County has broken down the reporting and the deliverables for this project into two (2) phases:

Phase I (due three months after execution of the resulting contract):

1. Data Collection and Recommendation Report – This includes, but not limited to, specific recommendations from provider focus groups and analysis for the best type of funding to pursue for various criteria of needs. The report must include a study on the feasibility of such a fund for Montgomery County with focus on geographic areas of need for providers to serve low-income, low-wealth area for quality enhancements or expansion.

2. Develop parameters for providers to access funds within the CDFI. These could include, but are not limited to, maximum amounts for application, predevelopment planning, and classroom expansion.
Phase II (due at end of the sixth month of the resulting contract):

1. Work with the County’s CIP to develop a project description form for CIP that will provide the funding for the project.
2. Assist with the development of an RFP with background, intent and scope of services for a facilities fund within a CDFI for child care providers.

III. **COMPENSATION**

A. The County will pay the Contractor at the fully burdened fixed rate that will be negotiated based on the successful Contractor’s proposed rate (Attachment B).

B. No minimum number of hours are guaranteed to the Contractor under a contract resulting from this solicitation.

C. No services must be performed or compensated under Contracts resulting from this Solicitation prior to the execution of a County Purchase Order to each Contractor, and the Contractor’s receipt of said County Purchase Order containing a maximum compensation amount.

D. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order issued to the Contractor.

E. Under no circumstances shall the total amount payable during the life of the Contract exceed $99,999, including any optional renewal terms, if renewals options are exercised by the County.

IV. **PRICE ADJUSTMENT**

Prices quoted are firm for a period of one year after execution of the resulting Contract. The specific terms of subsequent price adjustments will be determined during contract negotiations. Any request for a price adjustment after this one-year period is subject to the following:

1. A request for price increase must be made in writing to the Program Monitor and submitted with justification for the request including supporting documents. Submission of this request must be made at least sixty (60) days prior to the Contract’s expiration date if the Contract is being extended.
2. Approval or rejection by the Director, Office of Procurement or designee.
3. Available funding.
4. The price increase will be capped by a predefined limit and/or measure such as the Consumer Price Index (CPI) for all urban consumers issued for the Washington-Arlington-Alexandria, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
6. The price adjustment, including its effective date, must be incorporated into a written contract Amendment.
V. INVOICES

The Contractor must submit invoices and supporting documentation in a format approved by the County no later than 30 days following the conclusion of each phase of the study. Upon receipt, acceptance and approval of the Contractor’s invoice, the County will make payment, net 30 days, to the Contractor for providing the services described in the Contract resulting from this Solicitation. All required reports and other supporting documentation must be provided with the Contractor’s invoice. Invoices must be sent to the County’s designated Contract Monitor.

VI. TERM

The anticipated effective date of the resulting Contract begins upon signature by the Director, Office of Procurement and continues through June 30, 2023. Before the Contract term ends, the Director may, (but is not required to) renew the resulting Contract for an additional term, if the Director determines that renewal is in the best interest of the County. The Contractor’s satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew four (4) times for one (1) year each. The total compensation for the Contract must not exceed $99,999 for the life of the Contract including any renewal terms.

For any subsequent period that the Contract remains in effect, payments under the Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for an additional fiscal year that begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost, liability, or obligation to the County.

VII. SUBMITTAL REQUIREMENTS

Proposals submitted in response to this Solicitation must include the items detailed below in the format as listed.

A. One-page letter of introduction which includes the following:
   1. the date of proposal submission;
   2. the full legal name and address of the entity proposing to provide services;
   3. contact person’s phone and fax numbers and email address; and,
   4. Capacity and experience providing the required services as described in this Solicitation

B. Contractor’s proposed plan and approach on how the services described in Article I-Scope of Services will be implemented.

C. Contractor’s ability to conduct research, write reports and financial knowledge to conclude findings and develop appropriate recommendations.

D. Contractor’s ability to develop an RFP for facilities fund within a CDFI.

E. Contractor’s proposed Rate using the Rate sheet (Attachment C)
F. The following forms are required and must be completed. The forms can be found at the procurement weblinks below:

1. Attachment B: Business Associate Agreement.  
   https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html
2. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor. 
   www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
3. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan  
5. Applicants are encouraged to also complete the “Minority Business Program & Offeror’s Representation, however this form is not required. 
   www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf

G. Proof of Offeror’s legal name and tax ID number:
   1. Articles of Incorporation and/or Articles of Amendment showing the legal entity name;
   2. IRS Form W-9;
   3. Proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services  
      https://egov.maryland.gov/BusinessExpress/EntitySearch

VIII. EVALUATION CRITERIA AND METHOD OF AWARD:

Proposals will be evaluated using the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Offeror’s experience and capacity to provide the required services as described in this Solicitation.</td>
<td>20</td>
</tr>
<tr>
<td>B. Offeror’s proposed plan and approach on how the services described in Article I-Scope of Services will be implemented.</td>
<td>25</td>
</tr>
<tr>
<td>C. Offeror’s ability to conduct research, write reports and financial knowledge to conclude findings and develop appropriate recommendations.</td>
<td>20</td>
</tr>
<tr>
<td>D. Offeror’s ability to develop an RFP for facilities fund within a CDFI</td>
<td>20</td>
</tr>
<tr>
<td>E. Proposed Cost and pricing with justification using the Contractor’s Rate Sheet (Attachment C)</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total Points Possible</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

After the proposals have been evaluated per the criteria stated above, the highest scoring offeror will be awarded a contract.
IX. GENERAL CONDITIONS AND INSURANCE REQUIREMENTS:

The attached General Conditions Between County and Contractor (“General Conditions”), Attachment A, will be incorporated into, and made part of, the resulting Contract. The following insurance requirements supersede those outlined in Provision 21 of the General Conditions:

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following minimum (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor’s obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to “cross-liability” or “insured vs insured” exclusion provisions.

Commercial General Liability
A minimum limit of liability of **one million dollars ($1,000,000), per occurrence** for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:
- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Professional Liability (Errors and Omissions Liability)
The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

**Each Claim $1,000,000**

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Worker's Compensation/Employer's Liability
Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers’ Liability limits:

**Bodily Injury by Accident - $100,000 each accident**

**Bodily Injury by Disease - $500,000 policy limits**
**Additional Insured**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor’s commercial general, automobile insurance, and contractor’s excess/umbrella insurance policies if used to satisfy the Contractor’s minimum insurance requirements under this contract, for liability arising out of contractor’s products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

**Policy Cancellation**

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

**Certificate Holder**

Montgomery County, MD
HHS/ Contract Management Team
401 Hungerford Drive, 6th floor
Rockville, Md 20850
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

3. APPLICABLE LAWS
This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

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

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS
The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly 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.

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

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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
INFORMAL SOLICITATION # 1146938
COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION CONSULTANT

guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County’s written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County’s satisfaction.

B. Should a manufacturer’s or service provider’s warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider’s warranties must be provided upon request.

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

D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County’s Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor’s obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor’s insurance must be primary.

Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies.

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Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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

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

<table>
<thead>
<tr>
<th>CONTRACT DOLLAR VALUES (IN $1,000’s)</th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
<th>Over 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation (for contractors with employees)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident (each)</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>See</td>
</tr>
<tr>
<td>Disease (policy limits)</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>Attachment</td>
</tr>
<tr>
<td>Disease (each employee)</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
<td>See</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attachment</td>
<td></td>
</tr>
<tr>
<td>Minimum Automobile Liability (including owned, hired and non owned automobiles)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>each person</td>
<td>100</td>
<td>250</td>
<td>500</td>
<td>See</td>
</tr>
<tr>
<td>each occurrence</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
<td>Attachment</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>each occurrence</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of $25,000</td>
<td>250</td>
<td>500</td>
<td>1,000</td>
<td>See</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attachment</td>
<td></td>
</tr>
</tbody>
</table>

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Ste 330
Rockville, Maryland 20850

*Professional services contracts only

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

| 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 |
|----------------------------------|-----|-------|--------|---------|
| Up to 50                         | 300 | 500   | 1,000  | 1,000   |
| Up to 100                        |     |       |        | See Attachment |
| Up to 1,000                      |     |       |        |          |

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Ste 330
Rockville, Maryland 20850

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

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

B. Payment Card Industry Compliance:
In any contract where the Contractor provides a system or service that involves processing credit card payments (a “Payment Solution”), the Payment Solution must be Payment Card Industry Data Security Standard Compliant (“PCI-DSS Compliant”), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID (“MID”) obtained by the County’s Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

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

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

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

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

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

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

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

28. PERSONAL PROPERTY
All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.
29. **TERMINATION FOR DEFAULT**
The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:
(a) defaulting in performance or is not complying with any provision of this contract;
(b) failing to make satisfactory progress in the prosecution of the contract; or
(c) endangering the performance of this contract.
The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County’s written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

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

31. **TIME**
Time is of the essence.

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

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

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.
*Rates are all-inclusive, fully-burdened, and complete, including all materials, travel, shipping and personnel costs. Please attach justification of the rates for fair and reasonable price determination.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSULTING SERVICE FEE</td>
<td></td>
</tr>
</tbody>
</table>