September 16, 2022

If you are interested in responding to this Informal Solicitation, your proposal must be submitted no later than October 17, 2022, at 3:00 p.m. The complete proposal must be submitted to:

Thanikan Fales, Program Manager II

Via e-mail:
Thanikan.Fales@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 Thanikan Fales 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.

For questions regarding the scope of services, required experience or for general program related questions about this Informal Solicitation, please contact Robert Wright, Program Manager II, Montgomery County Department of Health and Human Services by e-mail at robert.wright@montgomerycountymd.gov.

For administrative questions such as the procurement process or the resulting contract related to this Informal Solicitation, please contact Thanikan Fales, Program Manager II, Montgomery County Department of Health and Human Services, at (240) 777-1251, or e-mail at Thanikan.Fales@montgomerycountymd.gov

This Solicitation is intended to result in one contract.

The County reserves the right to cancel this solicitation at any time.
BACKGROUND

A. The County requires a Contractor to provide support for the development of the Montgomery County Department of Health and Human Services (DHHS) Restoration Center and its related assessment, stabilization, recovery, and referral programs for individuals who have experienced a behavioral health crisis. The Contractor will also provide technical support and feedback for the design and construction of the facility under the County’s Capital Improvement Program (CIP). In addition, the Contractor will assist in the solicitation process for the operations of the program at the facility.

B. The Restoration Center will provide behavioral stabilization services to help Montgomery County residents address trauma-related crisis situations, so they can eventually reintegrate into the community. During their stay at the Restoration Center, clients are expected to experience interventions aimed at stabilizing them from crisis and trauma, and to assist them on their way to recovery. Examples of these interventions include, but are not limited to the following:

   i. Medical clearance to rule out primary medical issues, other physical problems that require medical attention, or psychiatric presentation of underlying medical problems.

   ii. In-depth risk assessment, evidence-based psychiatric and biopsychosocial evaluation, substance use disorder screening, and screening for social determinants of health.

   iii. Navigation services or case management discharge planning, including appointment-setting at outpatient mental health centers and connection with community-based resources for housing, transportation, and other services that clients may need.

The Restoration Center will be staffed at all times (24/7/365) with a multidisciplinary team capable of meeting the needs of adults ages 18 and older experiencing all levels of crisis. The staffing model includes licensed psychiatrists and clinicians, nurses, and peers with lived experience similar to the experiences of the clients who will be served. Staff will have training to de-escalate patients who are becoming agitated.

CONTRACTOR’S MINIMUM QUALIFICATIONS

A. Ten or more years of experience in the administration of behavioral health programs for individuals with similar behavioral health conditions as those who will be served at the Restoration Center.

B. Master’s degree in a related human services field.

C. Exceptional writing and oral communications skills.
I. SCOPE OF SERVICES

A. The Contractor must work with the DHHS staff, County agencies, and other private entities to perform the following tasks:

1. Support the development, design, and construction of the Restoration Center and projects related to this same effort including:
   a. support for activities indicated in the County’s CIP for this project, such as the architectural planning, design, and construction of the facility in the area where both the Montgomery County Detention Center, Central Processing Unit at 1307 Seven Locks Road, Rockville, Maryland 20854, and the former Montgomery County 1st District Police station at 1451 Seven Locks Rd, Potomac, MD 20854 are located; or any other alternate site in Montgomery County if the area identified above changes.

   b. assistance in soliciting, selecting, and guiding any public or private vendors that will provide feedback on the design and construction of the facility, and will be involved in the operations of the program at the facility;

   c. collaboration with existing partners such as DHHS to develop, design, and construct the Restoration Center.

2. Research on best practices in alternative services to emergency rooms or jail that are expected to be available at the Restoration Center for individuals who have experienced a behavioral health crisis. For example, primary services are expected to include triage and evaluation, sobering, and stabilization during a short 23-hour to three-day stay.

3. Collaborate with the Department of General Services (DGS) to develop a Program of Requirements (POR) and the CIP led by DGS staff both of which indicate the architectural plans and design, construction specifications, and budget for the Restoration Center. For example, the Contractor will contribute expert knowledge on topics such as types of services that will be provided at the Restoration Center, building features that will be necessary for licensing and accreditation and for clients with different behavioral health diagnoses.

4. Assist in the acquisition of funds to support the construction and operations of the Restoration Center and other related facilities in the county that may include preparation of funding applications for opportunities such as the Bond Program of the Maryland Department of Health (MDH) Office of Facilities Management and Development; the Maryland Capital Grants and Loans Division of the Maryland Department of General Services; Maryland Medicaid funding streams; private
insurance funding streams; requests for funding proposals from Maryland’s congressional delegation; federal government funding sources; private funding sources such as foundations; among others.

5. Assist County staff such as the Chief of Behavioral Health and Crisis Services (BHCS) and other designated staff at BHCS, and the Deputy Director of the DGS and other designated DGS staff during procurement procedures that will be used to develop, construct, and operate the Restoration Center. Such assistance will include creating a Request for Proposal (RFP) for the operation of the Restoration Center, and preparation of materials required during the County procurement procedures.

6. Facilitate conversations among public and private entities such as State regulatory agencies and private organizations and companies to ensure the facility meets Code of Maryland Regulations (COMAR) requirements to operate the programs at the facility.

7. Assist DHHS staff and DHHS contractors to ensure that the programmatic services provided at the Restoration Center are in accordance with all related Federal, State, and County laws and regulations.

8. Attend meetings with construction contractors and DGS staff to update DHHS staff and its partners regarding the construction of the same Restoration Center facility, including timetables for completion, construction delays and barriers to implementation.

9. Ensure that the process to secure funding and the construction and development of the Restoration Center and related programs and facilities progress in a timely manner.

10. Assist DHHS and BHCS staff to successfully complete the Restoration Center projects, and any County-related projects such as the stabilization room at the Crisis Center.

11. Develop a set of outcomes and measures that can be used for both formative and summative evaluations of the impact, access, and equity of the Restoration Center.

12. Attend, take notes, and occasionally facilitate meetings among partners in the development, construction, and operation of the Restoration Center.

B. The chosen Contractor will be an independent contractor who is not entitled to any benefits available to Montgomery County employees including, but not limited to: credit union membership; administrative leave; access to deferred compensation plans; affirmative action initiatives; personnel services; employee training; health
insurance; paid time off; paid sick time; or worker’s compensation benefits. The County will not withhold any income taxes, social security withholding, unemployment, or other taxes from the compensation payable to the Contactor, and the Contractor will be responsible for making appropriate arrangements for payment of taxes.

C. The Contractor must sign and comply with the Independent Contractor Acknowledgement and Non-Disclosure Agreement, which are incorporated by reference and made a part of this Contract as Attachments E and F, respectively.

D. The Contractor must be comply with all Federal, State and local laws and regulations governing privacy and the protection of health information, including but not limited to, the Health Insurance Portability and Accountability Act. The Contractor must also sign a Business Associate Agreement with the County prior to execution of this Contract (Attachment C) and must comply with the provisions in the attached Business Associate Agreement.

II. RECORDS & REPORTS

The Contractor must submit a monthly Program Report, in a format approved by the County by the 15th of the month, to be included with each monthly invoice. The Program Report must include, at a minimum, a description of all activities performed by the Contractor during the prior month related to the activities described in Section I, Scope of Services.

III. COMPENSATION

A. The County will make payment to the Contractor at the fully burdened fixed hourly rate that will be negotiated based on the successful Contractor’s proposed rate. The County will not reimburse the Contractor for travel or any other out of pocket expenses.

B. No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor’s receipt of said County Purchase Order.

C. No minimum numbers of hours are guaranteed to the Contractor under this Contract.

D. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order issued to the Contractor. The total compensation under this Contract must not exceed $99,999.99 for the entire contract term (initial term plus any renewal options exercised by the County).
IV. PRICE ADJUSTMENT

Prices quoted are firm for the first term of this Contract. Any request for a price adjustment after the first term is subject to the following:

A. Approval or rejection by the Director, Office of Procurement, or designee.

B. The request for a price adjustment must be submitted in writing to the Monitor designated by DHHS and accompanied by supporting documentation justifying the Contractor’s request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor’s request is based on its net increase in costs in delivering the goods or services under this Contract.

C. The request may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the 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.

D. The County will approve only one price adjustment for each contract term if a price adjustment is approved.

E. The price adjustment must be executed by written contract amendment.

V. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. The Contractor’s invoices must be based on the negotiated Rate Schedule Sheet as set forth in Attachment A and must list the hours and days worked during the preceding month. The Contractor must include, with each invoice, the request for work received from the County and the Purchase Order number issued by the County to the Contractor. Upon receipt, acceptance and approval of the Contractor’s invoice, the County will make payment, net 30 days, at the contracted rates. All required reports and other supporting documentation must be provided with the Contractor’s monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

VI. TERM

The Contract resulting from this Solicitation will be effective on the date of signature by the Director, Office of Procurement, and will be effective for one (1) year from the date of
execution. Contractor must perform all work in accordance with the Scope of Services. Before the Contract term ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor’s satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) time(s) for up to one (1) year(s) each. However, compensation under the Contract resulting from this Solicitation must not exceed $99,999.99 for the entire term (original term plus any renewal exercised by the County). The Contract will end once the threshold is reached, with no further cost, liability or obligation on the part of the County.

VII. SUBMITTAL REQUIREMENTS

Proposals submitted in response to this solicitation must follow the format below:

A. A one-page letter of introduction which includes the following:
   1. The date of the proposal submission;
   2. The full legal name and address of the Organization/Offeror;
   3. Contact person, phone, fax numbers and email address;
   4. Social security number or federal taxpayer identification number; and
   5. The date on which the Offeror is prepared to begin work.

B. A narrative work plan, not to exceed three (3) double spaced pages, describing how the Offeror will approach coordinating with the agencies indicated in Article I, Scope of Services and any prior experience working directly with the County.

C. A statement not to exceed seven (7) double spaced pages which describes the following:
   1. Experience in the development, design, construction, and operation of a Restoration Center and its related programs, and ability to support the activities of the County’s Capital Improvement Program (CIP).

   2. Experience in management of a Restoration Center and its related programs; knowledgeable of parts of the Code of Maryland Regulations (COMAR) that relate to this project; and ability to provide guidance to public or private vendors that may be selected to operate the programs within the facility.

   3. Experience and ability to establish and maintain effective relationships with personnel within Montgomery County Government (MCG) that will be involved in the development and completion of the project such as key personnel in the Department of Health and Human Services (DHHS), Department of General Services (DGS), Department of Corrections and Rehabilitation (DOCR), Office of Management and Budget (OMB), Office of the Executive, Office of the Chief Administrative Officer; and also personnel within the County Council, the County’s legislative body.
4. Experience and ability to relate to key personnel in the Maryland Department of Health (MDH) on activities such as the development, submission, and successful obtainment of Capital Improvement Project grants and other such sources within the State of Maryland, the Federal Government, and private donors such as foundations.

5. Experience in facilitating and managing the contracting process specifically as it relates to activities such as drafting the scope of services of a contract and request for proposals (RFP) to operate the DHHS-sponsored Restoration Center.

6. Experience and ability to ensure that accurate and reasonable costs and pricing are presented by both government and private entities involved in the planning, design, construction, and operation of the Restoration Center.

7. Competence and skill in writing reports and facilitating effective communication across all parties involved throughout the development and completion of this project.

D. Three (3) Letters of Reference.

E. A copy of Master’s degree in a related human services field.

F. Two samples of Official memos in the workplace written by the applicant.

G. A list of top oral presentations the applicant has given at professional conferences or County events if there is any. Provide details of the conferences or the events including name of the event and number of audiences in the event.

H. The following completed documents:
   1. Wage Requirements Form:
      www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
   2. Minority Business Program & Offeror’s Representation
      www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf
   3. Minority-Owned Business Form (PMMD-65)
   4. Attachment A: Rate Schedule Sheet (1 page).
   5. Attachment C: The County’s Business Associate Agreement
      https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html
I. The following documentation:
   1. If your entity is a corporate entity, you must submit Articles of Incorporation and/or Articles of Amendment showing the legal entity name; and,
   2. IRS Form W-9;

VIII. EVALUATION CRITERIA AND METHOD OF AWARD
The Department will evaluate written proposals based on the following criteria:

<table>
<thead>
<tr>
<th>Written Proposal Evaluation Criteria</th>
<th>Point Value</th>
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<tbody>
<tr>
<td>1) A narrative work plan that describes how the Offeror will approach coordinating with the agencies indicated in Article I, Scope of Services and any prior experience working directly with the County.</td>
<td>10</td>
</tr>
<tr>
<td>2) Experience in the development, design, construction, and operation of a Restoration Center and its related programs, and ability to support the activities of the County’s Capital Improvement Program (CIP).</td>
<td>10</td>
</tr>
<tr>
<td>3) Experience in management of a Restoration Center and its related programs; knowledgeable of parts of the Code of Maryland Regulations (COMAR) that relate to this project; and ability to provide guidance to public or private vendors that may be selected to operate the programs within the facility.</td>
<td>10</td>
</tr>
<tr>
<td>4) Experience and ability to establish and maintain effective relationships with personnel within Montgomery County Government (MCG) that will be involved in the development and completion of the project such as key personnel in the Department of Health and Human Services (DHHS), Department of General Services (DGS), Department of Correction and Rehabilitation (DOCR), Office of Management and Budget (OMB), Office of the County Executive, Office of the Chief Administrative Officer; and also personnel within the County Council, the County’s legislative body.</td>
<td>10</td>
</tr>
<tr>
<td>5) Experience and ability to relate to key personnel in the Maryland Department of Health (MDH) on activities such as the development, submission, and successful obtainment of Capital Improvement Project grants and other such sources within the State of Maryland, the Federal Government, and private donors such as foundations.</td>
<td>10</td>
</tr>
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<td></td>
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<tr>
<td>7</td>
<td>Experience and ability to ensure that accurate and reasonable costs and pricing are presented by both government and private entities involved in the planning, design, construction, and operation of the Restoration Center.</td>
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<tr>
<td>8</td>
<td>Competence and skill in writing reports and facilitating effective communication across all parties involved throughout the development and completion of this project.</td>
</tr>
<tr>
<td>9</td>
<td>Reasonable costs and pricing</td>
</tr>
</tbody>
</table>

|   | Highest possible score for written proposal evaluation: | 100 |

After the proposals have been evaluated per the criteria stated above, the highest scoring Offeror that is most advantageous to the County will be awarded a contract.

**IX. GENERAL CONDITIONS AND INSURANCE REQUIREMENTS**

The attached General Conditions of Contract Between County and Contractor (“General Conditions”) are incorporated by reference into and made a part of this Contract as Attachment B. 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 (Consultants 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
- **Aggregate** $2,000,000

*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
- **Bodily Injury by Disease** - $100,000 each employee

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

**Policy Cancellation**
Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.
Certificate Holder
Montgomery County, MD
HHS / Contract Management Team / Anne Fales
401 Hungerford Drive, 6th floor
Rockville, Md 20850
ATTACHMENT A

Rate Schedule

Proposed Hourly Fixed Rate

Contractor will be paid based on monthly invoices reflecting the following fully burdened hourly rate for services provided:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________/ Hour</td>
<td>All services listed in Article I, Scope of Services and Article II Records and Reports</td>
</tr>
</tbody>
</table>

Contractor Name: ________________________________

Signature: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________
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 employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

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

6. CONTRACT ADMINISTRATION
A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
(1) serve as liaison between the County and the contractor;
(2) give direction to the contractor to ensure satisfactory and complete performance;
(3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
(4) serve as records custodian for this contract, including wage and prevailing wage requirements;
(5) accept or reject the contractor's performance;
(6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
(7) prepare required reports;

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addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

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. 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.

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 and times (including the period of preparation or manufacture).

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

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

<table>
<thead>
<tr>
<th>TABLE A. INSURANCE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See Paragraph #21 under the General Conditions of Contract between County and Contractor)</td>
</tr>
<tr>
<td>CONTRACT DOLLAR VALUES (IN $1,000’s)</td>
</tr>
<tr>
<td>Up to 50</td>
</tr>
<tr>
<td>Workers Compensation (for contractors with employees)</td>
</tr>
<tr>
<td>Bodily Injury by</td>
</tr>
<tr>
<td>Accident (each)</td>
</tr>
<tr>
<td>Disease (policy limits)</td>
</tr>
<tr>
<td>Disease (each employee)</td>
</tr>
</tbody>
</table>

PMMD-45. REVISED 3/1/2018
<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Minimum</th>
<th>Standard</th>
<th>Maximum</th>
<th>See/Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
<td>See Attachment</td>
</tr>
<tr>
<td>for bodily injury and property</td>
<td></td>
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<tr>
<td>damage per occurrence, including</td>
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<tr>
<td>contractual liability, premises</td>
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<tr>
<td>and operations, and independent</td>
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<tr>
<td>contractors</td>
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<tr>
<td>Minimum Automobile Liability</td>
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<tr>
<td>(including owned, hired and non</td>
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<td>owned automobiles)</td>
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<tr>
<td>Bodily Injury</td>
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<tr>
<td>each person</td>
<td>100</td>
<td>250</td>
<td>500</td>
<td>See Attachment</td>
</tr>
<tr>
<td>each occurrence</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
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</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>each occurrence</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>Professional Liability*</td>
<td>250</td>
<td>500</td>
<td>1,000</td>
<td>See Attachment</td>
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<tr>
<td>for errors, omissions</td>
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<tr>
<td>and negligent acts, per</td>
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<td>claim and aggregate, with</td>
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<td>one year discovery period and</td>
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<td>maximum deductible of $25,000</td>
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</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)

<table>
<thead>
<tr>
<th></th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
<th>1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability minimum</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
<td>See Attachment</td>
</tr>
<tr>
<td>combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

(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. 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 services. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

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

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

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

29. TERMINATION FOR DEFAULT
The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is: (a) defaulting in performance or is not complying with any provision of this contract; (b) failing to make satisfactory progress in the prosecution of the contract; or (c) endangering the performance of this contract.

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

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

31. TIME
Time is of the essence.

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

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

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