

<b>Open Solicitation Plan For Open Solicitation #1156533 – Restaurant and Caterer Meal Program</b>
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As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Health and Human Services (DHHS) / Aging and Disability Services is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement.

Section 4.1.6.3 Procedure

- (1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website. Additionally, DHHS will send a copy of the notice to current providers, whose contracts will be replaced by contracts awarded under this Open Solicitation.
- (2) Application Process – The DHHS Contract Management Team (CMT) will post a copy of the solicitation packet for this Open Solicitation at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions and Minimum Qualifications document for this Open Solicitation; 3) the Application; and 4) the Pre-approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments.
- (3) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum requirements that applicants must meet. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the solicitation criteria.
- (4) All applicants meeting the minimum qualifications listed in the Instructions and Minimum Qualifications document of the Open Solicitation and are found to be responsible will be eligible to receive a contract to provide the services described in the Open Solicitation. The services will be consumer driven.
- (5) Pre-Approved Form Contract – A Pre-Approved Form Contract is included in the solicitation packet. The solicitation packet also contains a description of the requirements identified on the Pre-approved Form Contract (referred to as Scope of Services). Applicants will be required to execute a contract with the County using this Pre-Approved Form Contract, including the General Conditions of Contract Between the County and Contractor (“General Conditions”), without modification.
- (6) Cost – The cost of contracts will not exceed available appropriations. Prior to encumbrance of funds for contracts awarded under this Open Solicitation, the total available appropriation for the contracts will be verified by DHHS. Funds will be encumbered under contracts via a purchase order. The County’s Senior Nutrition

Program will monitor expenditures for each executed contract against the purchase order and any subsequent delivery orders that the Office of Procurement authorizes.

- (7) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to appropriation of funding.
  
- (8) Changes to Forms – The County may update the Open Solicitation Form Contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation:
  - a. General Conditions of Contract Between County & Contractor (PMMD-45);
  - b. Minority Business Program & Offeror’s Representation (PMMD-90);
  - c. Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
  - d. Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan (PMMD-65); and
  - e. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177).

The updated forms will be applicable to new contracts entered into after the date they are added to the open solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

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## NOTICE TO VENDORS

### **Open Solicitation #1156533 Restaurant and Caterer Meal Program**

Montgomery County, Maryland, through its Department of Health and Human Services (the “County” or “DHHS”) Senior Nutrition Program (“SNP”), is seeking applications from locally owned and operated, independent restaurants or caterers to provide meals to existing home-delivered and congregate meal clients. The County wishes to continue its promotion of better health for seniors through improved nutrition and help older adults remain healthy, independent, and active, living with honor and dignity in their homes and communities. The County also wishes to reduce isolation by fostering socialization in settings in which older adults can obtain other supportive services, such as nutrition education and physical fitness activities.

The purpose of an Open Solicitation under Montgomery County’s Procurement Regulations is to permit acceptance of applications on a continuing basis to meet service needs. Interested parties are encouraged to submit an application along with all required materials listed in the Open Solicitation to allow for processing of a Pre-Approved Form Contract.

A complete description of the Scope of Services required is listed in the Open Solicitation packet in the Pre-Approved Form Contract. You may obtain a packet by visiting DHHS – Contract Management Team website at: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

The County will enter into a contract with all applicants who meet the minimum qualifications as described in the Form Contract and are found to be a responsible organization. The County will sign the contract and return a copy to the applicant. The Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records. The applicant must sign the County’s Form Contract which includes the General Conditions of Contract Between County and Contractor, as written with no modification.

Questions regarding this solicitation should be emailed to:  
[HHS.Open.Solicitations@montgomerycountymd.gov](mailto:HHS.Open.Solicitations@montgomerycountymd.gov)

## INSTRUCTIONS AND VENDOR INFORMATION

The County will enter into a contract with all applicants who meet the minimum qualifications, are found to be responsible, and complete and submit the mandatory submissions described below in this document. After an applicant submits the required information and documents, the County will review the submissions and determine whether the applicant meets the minimum qualifications. If the County accepts an application, the contract will be executed, and a copy of the contract will be sent to the applicant. Please keep a copy of the entire Open Solicitation packet for your records. *Applicants are strongly encouraged to carefully review all the documents and information provided with this packet before completing and returning the Pre-Approved Form Contract.* **Incomplete applications will not be processed.**

Please complete and attach all the below-listed mandatory submission/application documents and e-mail to: [SNPMail@montgomerycountymd.gov](mailto:SNPMail@montgomerycountymd.gov)

The County makes no guarantee that any Contractor will receive meal orders from the County under a contract resulting from this Open Solicitation. The services to be provided under contracts resulting from this Open Solicitation are consumer driven. Contractors will be placed on a list of current providers for meals, and the County will select the restaurant used based on, but not limited to geographic location, participant requests, cultural appropriateness, and past performance. Award of a contract under this Open Solicitation is subject to appropriation of funding. The County reserves the right to cancel this Open Solicitation at any time.

Questions related to open solicitation should be directed to:  
[HHS.Open.Solicitations@montgomerycountymd.gov](mailto:HHS.Open.Solicitations@montgomerycountymd.gov)

- I. Submission/Application Documents - The following items must be submitted:
  - A. Application/Vendor Information Form (Attachment B)  
Please complete in its entirety. Applicants must check-off profit, non-profit, or sole proprietorship designation.
  - B. Licenses  
Applicants must submit copies of all licenses required in the minimum qualifications section. This includes Business License, Food Service Facility License, and ServSafe (or other Food Service) Certification. The applicants must keep these licenses current, update the copies submitted with this application as needed, and notify the County immediately of suspension, revocation, or any other licensing problems.
  - C. Insurance Certificate  
A Certificate(s) of Insurance that provides evidence of meeting the insurance requirements set forth in Article VII. of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
  - D. Form Contract  
The Form Contract must be filled out correctly and submitted. Please follow these steps:

1. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
  2. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
  3. Submit all the pages of the Form Contract (not just the signature page), including all attachments.
- E. General Conditions of Contract Between County & Contractor (Attachment A)  
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-45.pdf>
- F. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan  
 Please submit your MFD plan or request a waiver.  
<https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf>
- G. Proof of legal name  
 A copy of the current Maryland Business License displaying the appropriate legal name is acceptable.
- H. W-9 tax form or a copy of the Social Security card, if sole proprietorship.
- I. Proof of tax-exempt status  
 Determination letter from IRS, if applicable.
- J. Certificate of Good Standing from the Maryland State Department of Assessments and Taxation
- K. Average Components of Meal Cost Form (Attachment C) with a description of any calculations used to determine the proposed meal cost.
- II. The **minimum qualifications** for this Open Solicitation are as follows:
- A. Applicants must be a locally owned and operated, independent (i.e., not associated with a corporate chain or franchise) restaurant or caterer. No business located, licensed, or owned by someone residing outside the State of Maryland will be accepted. Proof of residency may be requested.
  - B. Applicants must meet the County’s mandatory insurance requirements as defined under this solicitation and must provide insurance certificates to the County which show coverage reflecting the mandatory insurance requirements.
  - C. Applicants must comply with State and local sanitation regulations and have a certified Food Service Manager present to supervise meal preparation and packaging at the sites.

- D. Applicants must have a current Food Service Facility License issued by DHHS, Division of Licensing and Regulatory Services. If the facility is located outside of Montgomery County, Maryland, the applicant must provide a copy of the license issued by the respective county.
- E. Applicants must allow the County to perform unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of the Contract. The Contractor must keep all program files for a period of three (3) years and allow access of these files to the County upon request.
- F. Applicants must be willing to make agreed-on adjustments to the provision of meals such as menu, location, delivery method, etc.
- G. The SNP will review the three (3) most recent health inspection reports from the Montgomery County Department of Health and Human Services, Licensure and Regulatory Services office. Applicants with unresolved Critical Violations that involve food safety and sanitation practices may be deemed ineligible. The SNP may, but is not required to, reconsider an application if three (3) subsequent health inspection reports show the issue has been resolved. Any applicant with the same unresolved critical violation on the two (2) most recent health inspections is not eligible and their application will not be reconsidered.
- H. Final approval of an applicant to provide services under the Contract may be contingent on a visit to the site and approval by a representative of the Program, and at the sole discretion of the County. The purpose of the visit will be to determine whether the site(s) and staffing meet(s) the requirements of the Contract.

I. BACKGROUND/INTENT

- A. Montgomery County, Maryland (the County), through its Department of Health and Human Services' (the DHHS) Senior Nutrition Program (SNP), is seeking locally owned and operated, independent restaurants or caterers to provide meals to existing home-delivered and congregate meal clients.
- B. Nutrition services are funded under Public Law 109-365, the Older Americans Act (OAA) of 1965, as amended October 16, 2006. The goal is to promote better health through improved nutrition and help older adults remain healthy, independent, and active, living with honor and dignity in their homes and communities. The SNP provides meals for older adults in congregate settings to promote better health with improved nutrition, reduce isolation through socialization, and to provide access to other supportive services. The SNP also provides home-delivered meals for adults who are frail, homebound due to illness or disability, or otherwise isolated.
- C. The goal of the SNP Restaurant and Caterer Meal Program (Program) is to provide restaurant or caterer prepared meals delivered to specified locations or picked up by the Program representatives at the County's option. Delivery locations include congregate meal sites and home-delivered meal providers.
- D. The Contractor was selected under Open Solicitation #1156533, Restaurant and Caterer Meal Program, to provide services in accordance with the Open Solicitation and this Contract.

II. SCOPE OF SERVICES

- A. The Contractor must provide the services and meet the requirements as outlined below:
  - 1. Provide a menu with at least six possible full-meal menu options for the County to choose from for orders. Two of those menu options must be vegetarian. The County will select no more than two menu options per order, most often to accommodate vegetarian requests.
  - 2. Every meal must meet the following minimum standards: 3 or more ounces of protein, 1/3 cup starch (preferably a whole grain), 1 cup non-starchy fruits and/or vegetables, and a dessert. Meals must be delivered at the required temperatures under Article II. Scope of Services, Paragraph A, Item 9, in microwaveable containers compatible with the County's ban on polystyrene foam materials. All components within hot meals must be separated from cold items to be compatible with reheating in the microwave (i.e., no salads packed in the same container). Additional or separate containers must be used for cold sides.
  - 3. Prepared meals must be individually packed in containers appropriate to prevent spills and crushing. Each container must be labeled with the Contractor name, date prepared, and the menu item being served. Unless meals have been frozen per SNP directions, no meal component may be prepared more than two days in advance of serving.
  - 4. Compostable or recyclable food service products, including straws, in accordance with the Montgomery County ban on the use of polystyrene foam, must be used.

Open Solicitation #1156533  
FORM CONTRACT # \_\_\_\_\_

5. The County will order a minimum of ten (10) meals per order. Orders will be placed a minimum of four (4) business days in advance.
6. The Contractor must accept changes to the number of meals ordered until 11:00 A.M. the day before pickup/delivery. The County will not add or reduce the number of meals ordered by more than ten (10) for any given day.
7. The Contractor must provide meals according to the agreed-on menu. If substitutions are necessary, the County must approve the substitutions prior to the Contractor substituting the agreed-on menu.
8. The Contractor must provide suitable condiments and all disposable items needed for the meals in sufficient quantities for meal orders that meet acceptable quality standards for use by older adults.
  - i) For congregate sites, disposable items may include sectioned plates/containers, soup cups, dessert cups, flatware, and napkins.
  - ii) For home-delivered meals, disposable items must include flatware and napkins. Soup cups and dessert cups must be provided by the Contractor, as needed.
9. Delivered meals must be properly insulated so the food temperature exceeds 150 degrees F for hot foods and does not exceed 45 degrees F for cold foods at the time of delivery. If meals are picked up at the restaurant location, food temperatures must exceed 165 degrees F for hot foods and must not exceed 38 degrees F for cold foods at the time of pick-up.
10. Temperatures and inspection of the meals will be conducted by a County representative. Contractor delivery personnel are required to remain at the delivery or pick-up site until the County representative has taken temperatures and inspected the meals before accepting delivery.
11. Upon acceptance of delivery by county representative, delivery tickets must be signed and dated by an authorized delivery site representative for invoicing purposes.
12. Prepared meals must be available at designated sites for pickup by 9:00 A.M. on the day of the order. Should delivery be required, meals must be delivered no later than 10:00 A.M. If meals are damaged, incomplete, or otherwise inedible on delivery (e.g., burned, foreign objects), the Contractor must re-deliver the necessary replacement meal(s) before the scheduled mealtime that day. The scheduled mealtime varies by location but is provided to the Contractor at the time the County places its order.
13. Upon the County's request, the Contractor must provide allergy information for all menu items with the delivery and be able to provide a complete list of ingredients for each menu item, including pre-packaged items.
14. The Contractor must host a one-time tasting day prior to any order being placed by the County. The Contractor will provide one of each approved menu option to the County at an agreed-on location. The Contractor will remain at the agreed-on location during the tasting, to receive feedback on the entrees and must be willing and able to discuss and implement minor adjustments to the menu. The Contractor will be paid the agreed-on meal price per meal for the tasting.
15. The Contractor must provide two different meals per day for participants in the home-delivered meal program and one meal per day for participants in the congregate meal program.



Open Solicitation #1156533  
FORM CONTRACT # \_\_\_\_\_

- B. The Contractor's site(s) must comply with State and local sanitation regulations; have a current Food Service Facility license, issued by Montgomery County, Maryland; and have a ServSafe-certified food service Manager to supervise meal packaging and preparation.
- C. The Contractor must provide the County with a list of the location(s) to which it is willing to deliver. The list of potential delivery sites will be provided by the County on the Meal Rate Schedule located at the following website: <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.  
The Contractor must provide the County a minimum of one week notice regarding any changes to its delivery sites.
- D. The Contractor must be willing to make agreed-upon adjustments to the provision of meals such as menu, location, delivery method, and similar adjustments. This includes providing meals periodically for orders placed by other DHHS program staff. The Contractor must coordinate all logistics and invoice with that DHHS program staff accordingly.
- E. In the event of inclement weather and/or other County closures, that day's meal will be rescheduled. Meals already prepared for the closure day(s) delivery must be delivered to a location directed by the SNP and billed to the County. In the event of a multi-day closure, the Contractor must make every attempt to freeze the meals to prevent spoilage before rescheduling can occur. If freezing is not an option, the Contractor must contact the SNP Restaurant Program Manager and/or the SNP Director for further directions.
- F. The County has the right to perform unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of the Contract and reserves the right to access all program files and materials of the Contractor. The Contractor must maintain program files for a minimum of three (3) years following the termination or conclusion of the Contract.

### III. RECORDS AND REPORTS

- A. The County will use invoices submitted by the Contractor as the report of service provided by the Contractor. Therefore, the following information must be included on each invoice:
  - i. Date of meal delivery or pickup;
  - ii. A copy of the signed delivery slip;
  - iii. Number of meals served and the delivery location; and,
  - iv. The Contract number and purchase order number.
- B. As a result of changing State of Maryland or Federal requirements, the SNP may need to impose additional information requirements, periodically.

### IV. COMPENSATION

- A. The County will compensate the Contractor based on the number of meals provided under this Contract via fully burdened, fixed rate as indicated by Attachment C, 'Average Components of Meal Cost'. The County will set forth the annual maximum fixed rate per meal via the Meal Rate Schedule, (Attachment D), for this Open Solicitation. The Meal Rate

Open Solicitation #1156533  
FORM CONTRACT # \_\_\_\_\_

Schedule, Attachment D, will also be posted on the DHHS website at <https://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmteursolicits.html>.

The County may approve a price adjustment at the beginning of the Federal Fiscal Year (i.e., October 1) if the Contractor submits a new Average Components of Meal Cost Form that provides sufficient justification of a net increase in delivering goods and services under this Contract. Based on the County's review of the Average Components of Meal Cost Form (Attachment C), the County may approve a new fixed price.

Price increase request beyond the County's set forth Meal Rate Schedule (Attachment D) to the Open Solicitation will not be approved. In the event the County's set forth Meal Rate Schedule changes, the Department of Health and Human Services' Director or her/his designee will promptly notify the Director, Office of Procurement and forward the updated Meal Rate Schedule (Attachment D).

- B. The County shall issue the Contractor a Purchase Order each federal fiscal year the Contract is in effect. The maximum amount payable under this Contract for each federal fiscal year (beginning October 1) must not exceed the total amount shown on the Purchase Order(s). The County makes no guarantee that any Contractor will receive meal orders from the County even with an issued Purchase Order.
- C. 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 containing a maximum compensation amount.

V. INVOICES

The Contractor must submit invoices electronically to the County in a format approved by the County for services provided under this Contract. All invoices and supporting documentation must be submitted via email to [SNP.Invoices@montgomerycountymd.gov](mailto:SNP.Invoices@montgomerycountymd.gov) by the 10<sup>th</sup> of each month with the words "Restaurant Initiative" in the subject line. All payments of invoices under this Contract are subject to County approval and acceptance prior to payment. The County will make payment on approved invoices within thirty (30) days of the County's receipt, acceptance, and approval of the Contractor's invoice and supporting documentation, including all required reports.

VI. TERM

This Contract is effective on the effective date indicated on the signature page, and is effective until the second September 30<sup>th</sup> following the effective date of the Contract. Before the Contract term ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew the Contract for two (2) additional two-year terms. Any additional renewal of this Contract is contingent upon fiscal appropriations, County needs, and the approval of the Contractor.

VII. GENERAL CONDITIONS AND INSURANCE

The general Conditions of Contract Between County and Contractor (“General Conditions”) are incorporated by reference into and made a part of this Contract as Attachment A. The mandatory insurance requirements listed below supersede the insurance requirements listed in Paragraph 21, Insurance, of the General Conditions.

Prior to the execution of the Contract by the County, the 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 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 Contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Contractor’s obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to “cross-liability” or “insured vs insured” exclusion provisions.

Commercial General Liability

A minimum limit of liability of one million dollars (\$1,000,000), per occurrence and two million (\$2,000,000) aggregate, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

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

Commercial Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

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 / CMT  
401 Hungerford Drive, 6th floor  
Rockville, Md 20850

VIII. CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is: Ijeoma Oji, Team Lead, Contract Management Team, 401 Hungerford Drive – 6th Floor, Rockville, MD 20850; Telephone #: 240-777-3807

IX. Priority of Documents

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their term:

- a. This Contract Document;
- b. The General Conditions of Contract Between County and Contractor (Attachment A);
- c. Application/Vendor Information Sheet (Attachment B);
- d. Average Components of Meal Cost Form (Attachment C); and
- e. Meal Rate Schedule (Attachment D).

SIGNATURE PAGE FOLLOWS

Open Solicitation #1156533  
FORM CONTRACT # \_\_\_\_\_

Signature Page

This Contract, which incorporates the approved Form Contract, General Conditions of Contract Between County and Contractor and all required forms under Priority of Documents, copies of which have been provided to the Contractor, is effective this \_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Contractor" and Montgomery County, Maryland, hereinafter referred to as the "County". This Contract will become effective upon signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

*Part A: Contractor's Offer to Provide Services:*

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership Limited Liability Company OR Proprietorship

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Part B: County Acceptance:*

MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
Avinash G. Shetty, Director  
Office of Procurement

\_\_\_\_\_  
Date

RECOMMENDATION

\_\_\_\_\_  
James C. Bridgers, Jr., Ph.D., MBA, Acting Director  
Department of Health and Human Services

\_\_\_\_\_  
Date

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

## GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY &amp; CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

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 and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code § 11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;

- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

**7. COST & PRICING DATA**

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

**8. DISPUTES**

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

**9. DOCUMENTS, MATERIALS, AND DATA**

All documents, materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

**10. DURATION OF OBLIGATION**

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

**11. ENTIRE AGREEMENT**

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

**12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS**

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

**13. GUARANTEE**

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

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

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees) Bodily Injury by				



Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment
Certificate Holder Montgomery County Maryland (Contract #) Office of Procurement 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)

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

Certificate Holder  
 Montgomery County Maryland (Contract #)  
 Office of Procurement  
 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 fees, late fees, or shipping fees that are not provided for in the contract. 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.**

**ATTACHMENT B**

**APPLICATION/VENDOR INFORMATION FORM**

Name of Applicant/Vendor: \_\_\_\_\_  
(Organization Name)

Federal Taxpayer Identification # (TIN): \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Other #: \_\_\_\_\_

Type of Corporation (check one):  For Profit  Not-For-Profit  Sole Proprietorship

Licenses/Certifications: \_\_\_\_\_  
(Please list if applicable) \_\_\_\_\_

Maximum Number of Meals Vendor is able to Provide per Order: \_\_\_\_\_

**Acknowledgement:**

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

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor Name: \_\_\_\_\_

**Average Components of Meal Cost**

Calculate the average total costs for one meal for the County's Restaurant Program using the formula below.

Cost of raw food. . . . . \$\_\_\_\_\_

Cost of disposables . . . . . \$\_\_\_\_\_

Cost of labor . . . . . \$\_\_\_\_\_

Cost of overhead . . . . . \$\_\_\_\_\_

Cost of transportation/delivery . . . . . \$\_\_\_\_\_

Other costs (specify what they are) . . . . . \$\_\_\_\_\_

**Average Total Cost to Prepare Meal** \$\_\_\_\_\_

**X Required Profit Margin** \_\_\_\_\_%

**= Average Total Price Per Meal** \$\_\_\_\_\_

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

**Attachment D**  
**Open Solicitation #1156533**  
**Restaurant and Caterer Meals Program**

Meal Rate Schedule as of November 1, 2022

Per Notice to Vendors for Open Solicitation #1156533, the County will compensate Contractors for services provided under contracts resulting from this Open Solicitation based on a fixed, per-meal-provided rate, as determined by the County.

**The current per-meal-provided fixed rate as determined by the County is a rate not to exceed \$16.00 based on the Contractor's Average Components of Meal Cost Form.**

NOTE: The County may approve a price adjustment at the beginning of the Federal Fiscal Year (i.e., October 1) if the Contractor submits a new Average Components of Meal Cost Form that provides sufficient justification of a net increase in delivering goods and services under this Contract. Based on the County's review of the Average Components of Meal Cost Form, the County may approve a new fixed price.

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Delivery Sites

**Damascus SC**  
 9701 Main Street  
 Damascus, MD 20872

**Rockville SC**  
 1150 Carnation Drive  
 Rockville, MD 20850

**Inwood House  
 Development Corporation**  
 10921 Inwood Avenue  
 Silver Spring, MD 20902

**Germantown CRC**  
 18905 Kingsview Road  
 Germantown, MD 20874

**Wheaton CRC**  
 11701 Georgia Avenue  
 Wheaton, MD 20902

**Bethesda-Chevy Chase  
 Meals on Wheels**  
 8814 Kensington Parkway  
 Chevy Chase, MD 20815

**Holiday Park SC**  
 3950 Ferrara Drive  
 Silver Spring, MD 20906

**White Oak CRC**  
 1700 April Lane  
 Silver Spring, MD 20904

**Jewish Social Service  
 Agency**  
 6123 Montrose Road  
 Rockville, MD 20852

**Long Branch CRC**  
 8700 Piney Branch Road  
 Silver Spring, MD 20901

**Benjamin Gaither Center**  
 80A Bureau Drive  
 Gaithersburg, MD 20878

**Rockville Meals on Wheels**  
 1605 Veirs Mill Road  
 Rockville, MD 20851

**Margaret Schweinhaut SC**  
 1000 Forest Glen Road  
 Silver Spring, MD 20901

**Arcola Towers**  
 1135 University Blvd W  
 Silver Spring, MD 20902

**Churchill Senior Living**  
 21000 & 20990 Father  
 Hurley Boulevard  
 Germantown, MD 20874

**Mid County CRC**  
 2004 Queensguard Road  
 Silver Spring, MD 20901

**Bauer Park Apartments**  
 14635 Bauer Dr  
 Rockville, MD 20853

**Franklin Apartments**  
 7620 Maple Avenue  
 Takoma Park, MD 20912

**North Potomac CRC**  
 13850 Travilah Road  
 North Potomac, MD 20850

**Forest Oak Apartments**  
 101 Odendhal Ave  
 Gaithersburg, MD 20877

*SC = Senior Center*  
*CRC = Community Recreation Center*