HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

Local Small Business Reserve Program (LSBRP) Notice

INFORMAL (SMALL PURCHASE/MINI-CONTRACT) #1079162

Hazard Mitigation Plan Contractor

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

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

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

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

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

Montgomery County, Maryland
Office of Emergency Management and Homeland Security

July 11, 2017

In Montgomery County, Maryland, an Informal Solicitation is used for professional services that will not exceed $100,000 for the total life of the contract. This solicitation for a Hazard Mitigation Contractor will not exceed $39,750.

If you are interested in responding to this “Informal Solicitation” with a proposal, please do so no later than **5:00 p.m. on July 26, 2017**. One original and two copies of your proposal must be submitted to be considered. The complete proposal with an original signature must be submitted to:

Michael Goldfarb
Montgomery County, Office of Emergency Management and Homeland Security
100 Edison Park Drive, Suite 1S31
Gaithersburg, MD 20878

For technical questions or procurement related questions related to this Informal Solicitation, please contact Michael Goldfarb at Michael.Goldfarb@montgomerycountymd.gov.

This Solicitation will result in one Contract.

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

**BACKGROUND**

The County’s Office of Emergency Management and Homeland Security (OEMHS) is seeking a contractor to provide expertise and guidance to the revision of the county’s Hazard Mitigation Plan. The contractor will work closely with OEMHS planners to review the current plan, provide recommendations on changes based on updated guidelines, and review and provide feedback on drafts. The contractor will be expected to provide guidance through FEMA-approval, which is required NLT September 30, 2018.

**CONTRACTOR QUALIFICATIONS**

The Contractor must have a minimum of five (5) years of experience in the following areas:

1. Developing and writing FEMA-approved hazard mitigation plans
2. Using FEMA Mitigation guidance in hazard mitigation plans
3. Developing Hazard Identification and Risk Assessments (HIRA)

The following qualifications are strongly preferred:

1. Experience working with state or local governments
2. Understanding of Hazard Mitigation Approval process
3. Experience implementing Hazard Mitigation projects
4. Familiarity with Montgomery County

I. SCOPE OF SERVICES

The Contractor must work with OEMHS staff in performing the following activities:

1. Act as subject matter expert.
2. Review the current Hazard Mitigation Plan.
3. Facilitate approximately four (4) planning meetings with stakeholders, including developing and providing planning documents, surveys, etc.
4. Provide the data from collected surveys to OEMHS for incorporation into the revised plan.
5. Proofread, provide comments and edit two (2) drafts of the revised Hazard Mitigation Plan, as provided by OEMHS, to ensure it is updated to current standards.

II. REPORTS

The Contractor must produce a monthly report documenting all activities related to the six identified areas under the Scope of Services.

III. COMPENSATION

A. The County will reimburse the Contractor at the established fully-burdened hourly rate submitted in the proposal. No minimum number of hours is guaranteed to any Contractor under this Contract.

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 containing a maximum compensation amount.

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

IV. PRICE ADJUSTMENTS

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 OEMHS, 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
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

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-Baltimore, 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 fifteen (15) days following the end of each month. Upon receipt, acceptance and approval of the Contractor’s invoice, the County will make payment, net thirty (30) days, at the rates specified in Attachment F, to the Contractor for providing the goods and services described in this Contract. 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 effective date of the Contract resulting from this solicitation begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract’s effective date and ends on August 30, 2019 (or upon FEMA-approval of the plan if that is before August 30, 2019). Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance 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. Compensation under this Contract must not exceed $39,750 for the life of the Contract (includes initial term plus any renewal terms).

Funding for this contract is supported through a grant. Funding is approved for this contract through August 30, 2019.

VII. SUBMITTAL REQUIREMENTS

Proposals submitted in response to this solicitation must follow the format below:
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

A. A one-page letter of introduction which includes the following:

1. the date of the proposal submission;
2. name and address of the organization/offeror;
3. contact person, phone and fax numbers;
4. social security number or federal taxpayer identification number; and
5. date on which the offeror is prepared to begin work.

B. A narrative work plan, not to exceed two (2) double spaced pages, describing how the offeror will approach completing the scope of services mentioned above

C. A statement not to exceed three (3) double-spaced pages which describes the following:

1. Developing and writing FEMA-approved hazard mitigation plans
2. Using FEMA Mitigation guidance in hazard mitigation plans
3. Developing Hazard Identification and Risk Assessments (HIRA)
4. Experience working with state or local governments
5. Understanding of Hazard Mitigation Approval process
6. Experience implementing Hazard Mitigation projects
7. Familiarity with Montgomery County

D. Three (3) Letters of Reference.

E. The following completed attachments:

1. Attachment B: Wage Requirements Form (PMMD-177) (4 Pages).
2. Attachment C: Minority Business Program & Offeror’s Representation (PMMD-90) (1 Page) (Optional)
3. Attachment D: Minority-Owned Business Form (PMMD-65) (4 Pages)
4. Attachment E: Rate Schedule Sheet (1 page)

F. Proof of Offeror’s legal name and tax ID number. The following documents are required:

1. IRS Form W-9
2. Articles of Incorporation or Articles of Amendment (if applicable)
3. Social Security number and names as it appears on Social Security Card (for sole proprietors)

VIII. EVALUATION CRITERIA AND AWARD

The Department will evaluate written proposals based on the following criteria:

<table>
<thead>
<tr>
<th>Written Proposal Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1) Experience providing services similar or identical to the services described in Section I, Scope of Services.  
2) Experience in developing FEMA-approved Hazard Mitigation Plan  
3) Experience developing Hazard Identification Risk Assessments  
4) Experience working with local government agencies  
5) Comprehensive plan to provide services.  
6) Cost

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Experience providing services similar or identical to the services described in Section I, Scope of Services.</td>
</tr>
<tr>
<td>2)</td>
<td>Experience in developing FEMA-approved Hazard Mitigation Plan</td>
</tr>
<tr>
<td>3)</td>
<td>Experience developing Hazard Identification Risk Assessments</td>
</tr>
<tr>
<td>4)</td>
<td>Experience working with local government agencies</td>
</tr>
<tr>
<td>5)</td>
<td>Comprehensive plan to provide services.</td>
</tr>
<tr>
<td>6)</td>
<td>Cost</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 will be awarded a contract.

**GENERAL CONDITIONS**

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

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS
The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comply with the terms of this contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES
The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the
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).

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.

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.

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.

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.

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.

HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

8
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

(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)**

<table>
<thead>
<tr>
<th>Over</th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation (for contractors with employees)</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Bodily Injury by</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident (each)</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>See</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disease (policy limits)</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Attachment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disease (each employee)</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
</tr>
<tr>
<td>See</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors</td>
<td>Attachment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum Automobile Liability (including owned, hired and non owned automobiles)

<table>
<thead>
<tr>
<th>Bodily Injury</th>
<th>Over</th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>each person</td>
<td></td>
<td>100</td>
<td>250</td>
<td>500</td>
</tr>
<tr>
<td>See</td>
<td></td>
<td></td>
<td>300</td>
<td>500</td>
</tr>
<tr>
<td>each occurrence</td>
<td></td>
<td></td>
<td>300</td>
<td>300</td>
</tr>
</tbody>
</table>

Property Damage

<table>
<thead>
<tr>
<th>each occurrence</th>
<th>Over</th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>300</td>
<td>300</td>
<td>300</td>
</tr>
</tbody>
</table>

Professional Liability*

<table>
<thead>
<tr>
<th>over</th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>250</td>
<td>500</td>
<td>1,000</td>
</tr>
</tbody>
</table>

See for errors, omissions
Attachment and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of $25,000
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

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

*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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,000</td>
<td>500</td>
<td>1,000</td>
</tr>
<tr>
<td>Commercial General Liability minimum</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
</tr>
<tr>
<td>See Attachment</td>
<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>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor’s performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor’s performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to 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.

26. 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.

27. 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.

28. 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).

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

Wage Requirements for Services Contract
Addendum to The General Conditions of Contract Between County and Contractor

A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).

B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.

C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).

D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.

E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).

F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.

G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.

H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.

I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. The County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html

K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

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

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

<table>
<thead>
<tr>
<th>Business Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County’s Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
</tbody>
</table>

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

☐ A. Wage Requirements Compliance

This Contractor, as a “covered employer”, will comply with the requirements under County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or WRL”). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below. ([http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html](http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html)). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law.
The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

B. Exemption Status (if applicable)
This Contractor is exempt from Section 11B-33A, “Wage Requirements,” because it is:

1. Reserved – [Intentionally left blank].
2. a contractor who, at the time a contract is signed, has received less than $50,000 from the County in the most recent 12-month period, and will be entitled to receive less than $50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
3. a public entity. Section 11B-33A (b)(2).
4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (must complete item C below).
5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (must specify the law, or furnish a copy of the contract or grant).

C. Nonprofit Wage & Health Information
This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

D. Nonprofit’s Comparison Price(s) (if desired)
This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

E. Sole Proprietorship
Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:
(1) is aware of, and will comply with, the WRL, as applicable;
(2) has no employees other than the sole proprietor; and
(3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

**Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Title of Authorized Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typed or printed name</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Business Name</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip Code</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Fax Number</td>
<td>E-Mail</td>
</tr>
</tbody>
</table>
Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

<table>
<thead>
<tr>
<th>Employee Labor Category</th>
<th>Wage per Hour</th>
<th>Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc., HMO Medical and Dental)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Page 21 of 32
It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

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

Prior to awarding contracts with a value of $50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

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

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

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

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

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

<table>
<thead>
<tr>
<th>AFRICAN AMERICAN</th>
<th>ASIAN AMERICAN</th>
<th>DISABLED PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMALE</td>
<td>HISPANIC AMERICAN</td>
<td>NATIVE AMERICAN</td>
</tr>
</tbody>
</table>
Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women’s Business Enterprise National Council; or City of Baltimore.
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

Attachment D

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

Contractor’s Name: ____________________________________________________________
Address: ___________________________________________________________________
City: ___________________________ State: _________ Zip: ______________
Phone Number: ____________________ Fax Number: ____________________ Email: ________________

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

Name: ______________________________________________________________________
Title: ______________________________________________________________________
Address: ____________________________________________________________________
City: ___________________________ State: _________ Zip: ______________
Fax
Phone Number: ________________ Number: ____________________ Email: __________________

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

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

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

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

A Certification Letter must be attached.
For assistance, call 240-777-9912.

1. Certified by: ____________________________

Page 24 of 32
HAZARD MITIGATION PLAN CONTRACTOR  
INFORMAL SOLICITATION #1079162

Subcontractor  
Name:  
Title:  
Address:  
City:  
Fax  
State:  
Zip:  
Phone Number:  
Email:  
CONTACT PERSON:  

Circle MFD Type:  
AFRICAN AMERICAN  
ASIAN AMERICAN  
DISABLED PERSON  
FEMALE  
HISPANIC AMERICAN  
NATIVE AMERICAN  
The percentage of total contract dollars to be paid to this subcontractor:  
This subcontractor will provide the following goods and/or services:  

2. Certified by:  
Subcontractor  
Name:  
Title:  
Address:  
City:  
Fax  
State:  
Zip:  
Phone Number:  
Email:  
CONTACT PERSON:  

Circle MFD Type:  
AFRICAN AMERICAN  
ASIAN AMERICAN  
DISABLED PERSON  
FEMALE  
HISPANIC AMERICAN  
NATIVE AMERICAN  
The percentage of total contract dollars to be paid to this subcontractor:  
This subcontractor will provide the following goods and/or services:
HAZARD MITIGATION PLAN CONTRACTOR
INFORMAL SOLICITATION #1079162

3. Certified by:
Subcontractor
Name: ____________________________
Title: ____________________________
Address: _________________________
City: _____________________________ State: ________ Zip: __________
Phone Number: ______________ Fax Number: ______________ Email: ______________
CONTACT PERSON: ____________________________

Circle MFD Type:
AFRICAN AMERICAN   ASIAN AMERICAN   DISABLED PERSON
FEMALE   HISPANIC AMERICAN   NATIVE AMERICAN

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

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

________________________________________________________________________

4. Certified By:
Subcontractor
Name: ____________________________
Title: ____________________________
Address: _________________________
City: _____________________________ State: ________ Zip: __________
Phone Number: ______________ Fax Number: ______________ Email: ______________
CONTACT PERSON: ____________________________

Circle MFD Type:
AFRICAN AMERICAN   ASIAN AMERICAN   DISABLED PERSON
FEMALE   HISPANIC AMERICAN   NATIVE AMERICAN

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

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

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

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

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

<table>
<thead>
<tr>
<th>Full Waiver Approved:</th>
<th>Date:</th>
<th>Partial Waiver Approved:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MFD Program Officer</td>
<td></td>
<td>MFD Program Officer</td>
<td></td>
</tr>
<tr>
<td>Full Waiver Approved:</td>
<td>Date:</td>
<td>Partial Waiver Approved:</td>
<td>Date:</td>
</tr>
<tr>
<td>Director</td>
<td></td>
<td>Director</td>
<td></td>
</tr>
<tr>
<td>Cherri Branson</td>
<td></td>
<td>Cherri Branson</td>
<td></td>
</tr>
<tr>
<td>Office of Procurement</td>
<td></td>
<td>Office of Procurement</td>
<td></td>
</tr>
</tbody>
</table>

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

CONTRACTOR SIGNATURE

USE ONE:
1. TYPE CONTRACTOR’S NAME:
2. **TYPE CORPORATE CONTRACTOR’S NAME:**

   __________________________________________

   Signature

---------------------------------------------------------------------

   Typed Name

---------------------------------------------------------------------

   Date

---------------------------------------------------------------------

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

---------------------------------------------------------------------

   Signature

---------------------------------------------------------------------

   Typed Name

---------------------------------------------------------------------

   Date

---------------------------------------------------------------------

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

---------------------------------------------------------------------

   Signature

---------------------------------------------------------------------

   Typed Name

---------------------------------------------------------------------

   Title

---------------------------------------------------------------------

   Date

---------------------------------------------------------------------

   APPROVED:

   __________________________________________

   Cherri Branson, Director, Office of Procurement       Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.
Attachment E

Rate Sheet

<table>
<thead>
<tr>
<th>Name</th>
<th>Fully Burdened Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MANDATORY MINIMUM INSURANCE REQUIREMENTS

**Subject Matter Expert to provide expertise and guidance to the revision of the county’s Hazard Mitigation Plan - Review the current plan, provide recommendations on changes based on updated guidelines, and review and provide feedback to County**

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.

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

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

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

**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
Emergency Management and Homeland Security
100 Edison Park Drive, Suite 1531
Gaithersburg, MD 20878
CERTIFICATE OF INSURANCE REVIEW FORM

DATE: [Insert Date]

Please review the following information and attachments to this form for:

(Choose one):

- Pre-Bid Requirements
- Contract Requirements

Attachments: (Check as appropriate)

- Certificate of Insurance

Insurance Requirements Specified In:

- RFP
- IFB
- Contract
- Amendment

Specifications/Scope of Services of The:

- RFP
- IFB
- Contract
- Amendment

RFP/IFB/Contract # 1079162

Contract Value:

Name of Contractor:

Services Provided:

Subject Matter Expert to provide expertise and guidance to the revision of the county’s Hazard Mitigation Plan - Review the current plan, provide recommendations on changes based on updated guidelines, and review and provide feedback to County

Agency/Division:

Emergency Management and Homeland Security

Contract Manager:

Michael Goldfarb

Phone: 2333

Fax:

Procurement Specialist:

Phone: [Insert Phone Number]

Fax: [Insert Fax Number]

Comments:

The attached Scope of Services Requires

The following insurance coverage:

The attached Certificate of Insurance:

Requirements:

- Workers’ Compensation & Employers Liability
- Commercial General Liability
- Automobile Liability
- Professional Liability
- Additional Insured
- Notice of Cancellation Per Policy Provisions
- Other

Please list the reason(s) for waiver, if applicable, in the comments section below.

Comments:

Prepared/Approved: Winnie Jordan

Insurance Section, Division of Risk Management

Date: [Insert Date]

Page 31 of 32
Based on Risk Management's recommendation, I approve a waiver of the above checked items.

Approved by Contracting Officer, Procurement: __________________________ DATE: __________

RISK MANAGEMENT, PLEASE RETURN THIS FORM TO: __________________________