REQUEST FOR EXPRESSION OF INTEREST REOI #1098933

OFF-STREET LICENSE PLATE RECOGNITION (LPR) MANAGEMENT SYSTEM

For Use by the Department of Transportation, Division of Parking Management

April 11, 2019

Montgomery County Maryland is soliciting Submittals in response to this Request for Expression of Interest (REOI) to identify opportunities for an LPR Management System, to include hardware, software, interfaces, and maintenance/support services for the Montgomery County Department of Transportation, Division of Parking Management as outlined in this document.

This REOI is the first step in a two-step procurement process as allowed under the Montgomery County Procurement Regulations 4.1.4.1 through 4.1.4.4(h)(2). In order to be invited to proceed to the second step of the procurement process and to be selected to receive a Request for Proposal (RFP) described herein, an Offeror must respond in a timely manner to this REOI and receive a minimum combined score of 105 points for Written Submission, Interview/Oral Presentation and Product Demonstration in order to be pre-qualified. The County intends to select pre-qualified Offerors to continue in the process and receive the RFP.

An original and three (3) copies of your written submission response must be submitted in a sealed envelope/package no later than 3:00 PM, May 13, 2019, to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850. The sealed submission package must be clearly marked with the solicitation number, due date, and due time. Interviews and product presentations, if conducted, are anticipated to be held between May 13, 2019, to May 22, 2019, at 100 Edison Park Drive, 4th Floor, Gaithersburg.

The County will not accept fax submittals or submittals sent via email. All faxed or emailed will be disqualified from the process.

There will be an optional pre-submission conference held on April 22, 2019 at 10:30 A.M., at MCDOT, Division of Parking Management, 100 Edison Park Drive, Lobby Conference Room, Gaithersburg, Maryland, 20878.
Should you have any questions regarding the technical information of the scope of services contained in this solicitation, please contact Javier Torres at 240-777-8739 or email at javier.torres@montgomerycountymd.gov.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Eric Harris at 240-777-9922 or email at eric.harris@montgomerycountymd.gov.

The deadline for all written questions is 4:30 P.M. on April 30, 2019 and should be sent directly to Javier Torres via e-mail at javier.torres@montgomerycountymd.gov.

This REOI may result in a subsequent issuance of a RFP that includes scoring points for MFD participation per Montgomery County Law 48-14, which can be found on the Office of Procurement website at: www.montgomerycountymd.gov/mfd.

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Section 1: Intent

A. Montgomery County, Maryland requires an off-street license plate recognition (LPR) management system for use by the Montgomery County Department of Transportation (MCDOT), Division of Parking Management at multiple gated and non-gated controlled parking garages for management reporting purposes that can be scaled to a fully integrated parking access and revenue control system (PARCS).

B. The purpose of this REOI is to gather information on existing and emerging technology and market availability of state-of-the-art LPR management system and services that are compatible with the MCDOT needs and requirements and to produce a short list of pre-qualified Offerors. This process may result in a future RFP solicitation.

C. The County will review the final product specifications and requirements prior to issuing an RFP. High ranked Offerors as a result of this REOI will be included in the shortlist of vendors selected to participate in a subsequent RFP for the installation of an LPR management system.

D. All aspects of the procurement, delivery, installation of the LPR management system software and, integration into the MCDOT operations, training of MCDOT designated staff, ongoing maintenance and future system monitoring must be accomplished with minimum or no disruption to any parking operations.

Section 2: Background

• Montgomery County, Maryland has a residential population of approximately 1.030 million and is situated centrally in the National Capital region. Montgomery County’s Department of Transportation, Division of Parking Management, is responsible for the management and operation of the County’s public parking program. This municipal program owns and operates over 21,000 public parking spaces in three distinct and economically-diverse Parking Lot Districts (PLD’s), Bethesda, Silver Spring and Wheaton, including twenty (20) multi-level garages. The garages utilize individual parking meters, centralized pay-by-space, pay-on-foot equipment, or cashier upon exit. The County will require Offerors to have significant and documented municipal experience in governments comparable to the size and complexity of the County.

• The County currently does not have an off-street LPR management system.

• The County is interested in receiving responses that provide an innovative plan using LPR technology that demonstrates a high level of accountability of all vehicles that enter and exit the facilities, is user friendly, provides web-based access to meaningful data for better management decisions and is designed to be flexible allowing for integration of new technologies as they are released. The County is also interested in determining how the proposed system integrates with other technologies and existing systems to assist in the transition to this new program. The proposer shall provide, on a lease basis, the equipment, software and all other incidentals needed to implement the proposed LPR system and manage its deployment.
Section 3: Scope of Services

A. System Delivery
1. Vendor shall deliver, install, and integrate the necessary LPR hardware and supporting software components of their proposed solution.
2. Vendor shall be responsible for any and all integration software or process needed for their proposed solution.
3. All hardware components shall support Simple Network Management Protocol (SNMP).
4. Vendor shall establish the necessary wired/wireless network and or VPN needed to connect all components required to provide the desired functionality of the proposed LPR system.
5. The LPR system shall provide a user-friendly interface for ease of use and durability.
6. All electrical and networking infrastructure within the facilities will be provided by the County.

B. Software Requirements
1. The software shall be capable of generating various file formats determined as necessary by the County to accommodate import/export between all aspects of the system.
2. The software should be completely configurable so that entry fields may be selected and made a required entry, an optional entry, or an unused field.
3. The software should be able to delete or mask potentially sensitive data for customizable data retention needs.

C. Optical Character Recognition (OCR) Software
1. The OCR software shall have the ability to save all license plate images for a configurable amount of time.
2. The OCR software shall have the ability to process images in real time or near real time.
3. The OCR capabilities shall provide at a minimum the individual characters of the license plate number and state with at least 99% accuracy.
4. Each image associated file name or data file shall include at a minimum: location, and date/time stamp to the seconds. The County desires embedding some or all of this information on the image or within a packaged file.
5. The images shall be saved in an open standard file format (i.e. PNG, JPEG, GIF or TIFF).

D. Software Security
1. All software shall require a username and password secure sign-in and have various levels of access for different user profiles.

E. Licensing and User Rights
1. All software licensing agreements resulting from this REOI and any resulting contract shall provide for usage to the County.
2. The license shall be owned by the County and provided for the use by the County designated staff and shall not be limited in terms of number of people, name or job title.
3. Should the software not be proprietary to the proposer, all licensing expenses shall be borne by the Vendor and included in any annual software maintenance costs. Proposer must identify all non-proprietary components that will be utilized in this project.
4. The vendor shall identify all elements of the proposed solution that are proprietary in nature.
5. The County prefers a hosted solution with minimal hardware required locally (cloud based).
F. Software Maintenance and Technical Support
1. The vendor shall offer total support for the LPR system under a single comprehensive maintenance and support program.
2. All software maintenance shall include at a minimum all enhancements and new releases subsequent to the initial purchase.
3. All software maintenance shall provide for, at a minimum, support of prior releases, remote customer support, and error/bug corrections.
4. The vendor shall provide an action plan for system failures.

G. System Data
1. All input data gathered, and output data produced shall be owned by and be the property of the County.

H. LPR System Features
1. LPR camera system
   Capacity to allow future integration with other software and hardware from companies that provide access and revenue control, pay-by-cell phone, pay-by-license plate, parking guidance systems, vehicle counting systems, enforcement services, etc.
2. Hotlists
   A hotlist to identify license plates of interest and will cause the LPR system to issue an alert when listed license plates are captured. A hotlist may also include scofflaws, bootable vehicles, etc.
3. Alerts
   Alerts to notify users that a license plate capture matches an entry on a hotlist. Alerts can be communicated as pop-ups or as audible or audio-visual email or text messages notifications.
4. Search
   Search features to look up captured plate information in the LPR system by matching it to user-defined criteria including simple plate search or searches with partial alphanumeric license plate capture data.
5. Access Control
   System administrator should be able to limit the range of functionality available to certain users according to their roles.
6. Data Encryption
   LPR system must provide data encryption capabilities to ensure the secure transmission of information between LPR cameras and the central data repository.
7. Maintenance of the System
   The system must remain up-to-date, accessible, and secure with regular software updates and data backups. Must provide detail of support hours on all service related issues.

I. Miscellaneous
1. System should be able to provide statistical count data of various users of the facility.
2. The system should be scalable such that nesting options are available should the County decide at a later date to require parking counts or access control feature segregated by the garage area or floor.
3. Software should support detail alerts and notifications to assist in the maintenance of the system.
J. Training
1. The successful vendor will provide a training schedule that adequately prepares administrative and field staff to efficiently operate the system either on an individual and/or group basis. The vendor shall provide additional training if needed or as requested at prevailing vendor rates throughout the timeframe that the County uses vendor’s products and services.
2. Vendor shall provide a through outline of the training schedule for both software and hardware as part of their proposal.

K. Warranty
Vendor guarantees for a period of minimum of one (1) year from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost. Extended warranty options must be made available and outlined with this proposal.

L. Annual Maintenance
Annual maintenance for hardware and software must be defined by the vendor with specific details relating to upgrades, user serviceable parts, etc.

Section 4: Offeror Qualifications
A. Demonstrated minimum of three (3) years implementing LPR management systems in the United States. References provided should include client jurisdiction name, address, contact person having direct knowledge of the work performed, jurisdiction population, date(s) of work performed including start date and date of final acceptance, system purchase price, and yearly maintenance and support costs for each LPR system implemented by the Offeror in the past three (3) years.

B. Demonstrated successful implementation of the LPR system in at least three (3) agencies comparable to Montgomery County in size and complexity.

C. Submissions from Offerors that do not meet the above listed qualifications must provide a detailed explanation. Based on the County’s best interest, the County may, at its sole discretion determine if an Offeror’s failure to meet one or more of the above qualifications will make the Offeror ineligible for future consideration for the shortlist

Section 5: Performance Period
A. It is the desire of the MCDOT/Division of Parking Management to complete this project within twenty-four (24) months.

B. The County’s goal is for installation, implementation and acceptance for the LPR management system to be completed within twenty-four (24) months from the County’s written issuance of a Notice to Proceed.

C. After full system implementation and acceptance, it is anticipated that the County will seek system maintenance services for the life of the proposed system.
Section 6: Method of Award/Evaluation

A. Procedures

1. Upon receipt of the REOI Submittals, the Qualification and Selection Committee (QSC) will review, evaluate and score all in accordance with the Written Evaluation Criteria listed below in Section 6.B 1-5.

2. The QSC will then conduct Interview/Oral Presentation and Product Demonstration with any Offeror(s) scoring 70 or higher in the Written Evaluation phase. The Interview/Oral Presentation and Product Demonstration criteria that will then be utilized are listed below under Section 6. C 1-2.

3. An offeror must obtain a combined minimum total score of 140 points for the Written, Interview/Oral Presentation and Product Demonstration from the QSC to be recommended for inclusion in the shortlist.

4. MCDOT/Division of Parking Management will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.

5. The Director, Office of Procurement may approve, approve with conditions, or reject the Using Department’s recommendation

6. Upon approval for the recommended shortlist, the Director, Office of Procurement, will place the names of the shortlisted on a public list located in the Office of Procurement.

7. Subsequent to the posting of the shortlist, the County intends to, but is not required to issue an RFP for the LPR management system project. In this event, the RFP will be issued only to those offerors on the shortlist resulting from this REOI. No other company may submit a Proposal for this Project. Award of the resulting Contract will be based solely on the results of the RFP solicitation. The REOI submissions of Written, Interview/Oral Presentation and Product Demonstration, and the QSC scores will not be used after the public posting of the shortlist and will not be considered in evaluating proposals submitted in response to the resulting RFP.

8. The County reserves the right to cancel this REOI and reserves the right to issue, or not issue the corresponding RFP for this Project.

B. Written Evaluation Criteria:

1. Identify LPR system information technology features and components and detailed descriptive information on proposed LPR System, acceptance testing procedures and post warranty product support and services programs. Offerors may propose more than one current technology as well as emerging technologies (45 Points)

2. Provide Offeror’s experience and demonstrated capability to provide an LPR management system solution for use by a public parking agency of similar size and complexity (25 points).

3. Provide Offeror’s Qualifications (15 points).

4. Provide Offeror’s fiscal stability (15 points).

Total Possible Points 100 points
C. Interview/Oral Presentation and Product Demonstration Criteria. The QSC will evaluate based on the following criteria:

1. Product Demonstration including:
   - Demonstrated ability to configure and administer the LPR system to meet the needs of the County (30 points).

2. Interviews including:
   - Demonstrated ability and/or oral responses to functional and technical questions including specific written submission responses as requested by the County (20 points).

   **Total Possible Points**  50 points

Section 7: Written REOI Submittal

A. Failure of an Offeror to submit all required submissions may render its submittal unacceptable as determined by the Director, Office of Procurement.

B. Offerors must submit an original (1) and three (3) hard copies of their written submission in the attached formats shown below. Written REOI submissions will be evaluated on only what is submitted. The Offeror must provide sufficient information to enable the QSC to evaluate the Offeror’s capabilities and experience.

1. Acknowledgment Page
   i. Offerors must submit the acknowledgment shown as Form 1.0 – Acknowledgment Page of this solicitation, properly signed by a person authorized to bind the Offeror to a submission by signing this acknowledgement. The offeror acknowledges that the General Conditions of Contract between County and Contractor (Attachment B) are applicable to the REOI and may be applicable to any future solicitations and resulting contract. See Form 1.0 – Acknowledgement Page.

2. Team Description
   i. Please provide complete resumes of the proposed Implementation Team, and experience level in implementing similar LPR Management Systems. The team must include personnel who fill the roles of Project, and Installation Manager.

3. Other REOI Submissions
   i. Include a statement whether your LPR Management System meets or does not meet each feature, function, and/or capability listed under Section 3, Scope of Services.
   ii. Describe any emerging technologies provided by the Offeror that may benefit the County and its LPR Management system needs. Include any explanation that may foster product integration with those emerging technologies with your current system technologies.
   iii. Describe Offeror’s Organizational Structure.
ACKNOWLEDGMENT

The Offeror must include a signed acknowledgment that the Offeror has reviewed all the terms of this Solicitation and that the Offeror has an interest in, and plans to bid on, the future companion RFP solicitation for the referenced Project. Offers that do not include such an acknowledgment will be rejected. Executing and returning (with the submittal) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the information provided in its Submission is true and correct to the best of its knowledge.

| (Business Firms Typed Name) |
| (Name and Title of Person Authorized to Sign Submission) |
| (Signature) |
| (Date) |
| (Signature) |
| (Date) |

NAME AND SIGNATURE REQUIREMENTS FOR SUBMISSIONS AND CONTRACTS

The correct legal business name of the Offeror must be used in all Contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The Offeror’s signature must conform to the following:

Signatures of Offerors must be in their correct legal form and must not be abbreviated to common usage or trade name form

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Offeror or contractor.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

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Any contract resulting from this REOI may be subject to the Mandatory Insurance Requirements contained in Attachment H and the County’s Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor.

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ATTACHMENT A: INSTRUCTIONS, CONDITIONS, AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME
By submitting a written submission under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the written submissions. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror’s written submissions may be extended.

ACKNOWLEDGMENT
The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS
The following documents will be incorporated into the contract resulting from this REOI and the subsequent RFP:

1. General Conditions of Contract Between County & Contractor.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
5. Offeror’s Certification of Cost & Price (for contracts above $100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY
The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror’s evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

LATE WRITTEN SUBMISSIONS
Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may
not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE
Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County’s MFD program is contained within this solicitation (see the attachment entitled “Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor” and its companion document entitled “Minority, Female, Disabled Person Subcontractor Performance Plan”).

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS
The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE
If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS
The County’s payment terms are net thirty (30) days.

WRITTEN SUBMISSIONS
Sealed written submissions are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Written submissions must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Written submissions received after the time specified will be returned unopened to the offeror. The County will not be responsible for written submissions received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a written submission if it is improperly addressed or identified.

WRITTEN SUBMISSION WITHDRAWAL/MODIFICATION
Written submissions may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror’s written submission received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION
This is to notify prospective offerors that the County has unlimited data rights regarding written submissions submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter’s competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words “confidential” or “proprietary.” The offeror agrees that any portion of the written submission that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS
All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for written submissions, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of $500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Office of Procurement, must dismiss any protest not timely received.

Only an offeror who is “aggrieved” may file a protest. Aggrieved means that the offeror who is filing the protest may

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be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING
It is the responsibility of the offerors to keep informed of the current status of any shortlist or proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the shortlist of offerors selected to participate in a subsequent RFP.

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County’s website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS
Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a written submission and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County’s needs and requirements for a specific contract.

QUESTIONS
All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)
Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor’s employees. Additional information regarding the County’s wage requirements is contained within this solicitation (see the provision entitled “Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor” and its companion document entitled “Wage Requirements Certification”). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its written submission may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS
In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp_periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror’s response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

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SOLICITATION PREPARATION EXPENSES
All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS
Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

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ATTACHMENT B: General TERMS and Conditions of Contract between County and Contractor

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

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

2. AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

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

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

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

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(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.

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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>
<thead>
<tr>
<th>TABLE A. INSURANCE REQUIREMENTS</th>
<th>(See Paragraph #21 under the General Conditions of Contract between County and Contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT DOLLAR VALUES (IN $1,000's)</td>
<td>Up to 50</td>
</tr>
<tr>
<td>Workers Compensation (for contractors with employees)</td>
<td></td>
</tr>
</tbody>
</table>
Bodily Injury by Accident (each) 100 100 100 See Attachment
Disease (policy limits) 500 500 500
Disease (each employee) 100 100 100

Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors

Minimum Automobile Liability (including owned, hired and non owned automobiles)
Bodily Injury each person 100 250 500 See Attachment
each occurrence 300 500 1,000
Property Damage each occurrence 300 300 300
Professional Liability* 250 500 1,000 See Attachment
for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of $25,000

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

*Professional services contracts only

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

<table>
<thead>
<tr>
<th></th>
<th>Up to 50</th>
<th>Up to 100</th>
<th>Up to 1,000</th>
<th>1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability minimum</td>
<td>300</td>
<td>500</td>
<td>1,000</td>
<td>See</td>
</tr>
</tbody>
</table>

combined single limit
for bodily injury and property
damage per occurrence,
including contractual liability,
premises and operations,
independent contractors, and
product liability

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

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

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

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

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

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

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

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

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

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

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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 C: Minority Owned Business Addendum to General Terms and Conditions of Contract between County and Contractor

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

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ATTACHMENT D: Minority, Female, Disabled Person Subcontractor Performance Plan
(Note: This form is for reference only and does not need to be complete for your REOI submission)

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

Contractor’s Name: ____________________________
Address: ____________________________________
City: ______________________ State: ___________ Zip: __
Phone Number: ______________ Fax Number: ________ Email: ______________

CONTRACT NUMBER/PROJECT DESCRIPTION: ______________________

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

Name: ____________________________
Title: ____________________________
Address: ____________________________
City: ____________________________ State: ___________ Zip: ___________
Phone Number: ______________ Fax Number: ________ Email: ______________

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

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

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

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women’s Business Enterprise National Council (WBENC); or City of Baltimore.
A Certification Letter must be attached.
For assistance, call 240-777-9912.

1. Certified by: __________

Subcontractor Name: __________
Title: __________
Address: __________
City: __________ State: ___________ Zip: __
Phone Number: __________ Fax Number: ________ Email: ______________

CONTACT PERSON: __________

Circle MFD Type:
AFRICAN AMERICAN asian american DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

PMMR-65 Rev.08/17 D1
The percentage of total contract dollars to be paid to this subcontractor: 

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

2. Certified by: 
Subcontractor Name: 
Title: 
Address: 
City: State: Zip: 
Phone Number: Fax Number: Email: 
CONTACT PERSON: 
Circle MFD Type: 
AFRICAN AMERICAN ASIAN AMERICAN DISABLED 
PERSON FEMALE HISPANIC AMERICAN NATIVE 
AMERICAN 
The percentage of total contract dollars to be paid to this subcontractor: 
This subcontractor will provide the following goods and/or services: 

3. Certified by: 
Subcontractor Name: 
Title: 
Address: 
City: State: Zip: 
Phone Number: Fax Number: Email: 
CONTACT PERSON: 
Circle MFD Type: 
AFRICAN AMERICAN ASIAN AMERICAN DISABLED 
PERSON FEMALE HISPANIC AMERICAN NATIVE 
AMERICAN 
The percentage of total contract dollars to be paid to this subcontractor: 
This subcontractor will provide the following goods and/or services: 

4. Certified By: 
Subcontractor Name: 
Title: 

PMM-D5 Rev.08/17 D2
The percentage of total contract dollars to be paid to this subcontractor: ____________________________________________________________________________

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

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

______________________________________________________________________________________

______________________________________________________________________________________

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

______________________________________________________________________________________

______________________________________________________________________________________

______________________________________________________________________________________

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

Full Waiver Approved: __________________________________________ Date: __________

MFD Program Officer

Partial Waiver Approved: __________________________________________ Date: __________

MFD Program Officer

Full Waiver Approved: __________________________________________ Date: __________

Acting Director
Pam Jones, CPPO
Office of Procurement

Partial Waiver Approved: __________________________________________ Date: __________

Acting Director
Pam Jones, CPPO
Office of Procurement

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

USE ONE:

1. **TYPE CONTRACTOR’S NAME:**
   
   Signature
   
   Typed Name
   
   Date

2. **TYPE CORPORATE CONTRACTOR’S NAME:**
   
   Signature
   
   Typed Name
   
   Date

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

Signature

Typed Name

Title

Date

APPROVED:

Pam Jones, CPPO, Acting 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: Minority Business Program & Offerors Representation
(Note: This form is for reference only and does not need to be complete for your REOI submission)

MINORITY BUSINESS PROGRAM & OFFEROR’S REPRESENTATION

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

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

Prior to awarding contracts with a value of $50,000 or more, a prospective Contractor 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); Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women’s Business Enterprise National Council; or City of Baltimore.
ATTACHMENT F: Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor

ATTACHMENT B

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 (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.

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

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 records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).

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. Section 11B-33A (e)(2).

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. Section 11B-33A (i)(3).

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. Section 11B-33A (i)(4).

I In the event of a breach of this contract as a result of a contractor’s or subcontractor’s violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. 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, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage
reporting or payroll records reporting requirement found at 11B-33A (g), including its providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at 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. These liquidated damages amount includes the amount of any unpaid wages, with interest. 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 the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor’s or subcontractor’s violation of the WRL.

(ii) Withholding of Payment

If the Director determines that a provision of the WRL has been violated, the Director must issue a written decision, including imposing appropriate sanctions and assessing liquidated damages (as outlined above) and audit costs (as outlined below), and may withhold from payment due the contractor, pending a final decision, an amount sufficient to: (a) pay each employee of the contractor or subcontractor the full amount of wages due under the WRL; (b) reimburse the County for audit costs; and (c) satisfy a liability of a contractor or subcontractor for liquidated damages.

(iii) Audit Costs

If the County determines, as a result of a WRL audit, that the Contractor has violated requirements of the WRL, the Contractor must reimburse to the County the cost incurred by the County in conducting the audit. Section 11B-33A (i)(2)(C).

J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). 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 14th day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

If a contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract.

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)
(Note: This form is for reference only and does not need to be complete for your RFOI submission)

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<th>E-Mail Address</th>
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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>
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<th>E-mail Address</th>
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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”, must comply with the requirements under Montgomery County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or “WRL”). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor’s compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit, within 14 days after the end of each quarter (by the 14th 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 WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee’s name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at: http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html. The above must be submitted to the
Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager (preferably via email to WRL@montgomerycountymd.gov).

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for not less than 5 years after the work is completed; and, subject to reasonable notice, permit the County to inspect the payroll records at any reasonable time and as often as the County deems necessary. If the Contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the Contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract. A violation of the WRL, including the late submission or non-submission of the information noted above, may result in action by the County, including: (a) withholding contract payments, reducing payment amounts, or otherwise assessing damages against Contractor, in an amount sufficient to: (i) pay each employee of the Contractor or subcontractor the full amount of wages due under the WRL; (ii) reimburse the County for audit costs; or (iii) satisfy a liability of a contractor or subcontractor for liquidated damages; (b) terminating the contract; or, (c) otherwise taking action to enforce the contract or the WRL. Violation of the WRL may also result in a finding of non-responsibility for a future contract, or may form the basis for debarment or suspension.

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 Section11B-33A (c)(2). Also, the contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS).

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 Solicitation, 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, and 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 employee other than the sole proprietor; and
(3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker 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, adhere to Section 11B-33A of the Montgomery County Code.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Title of Authorized Person</th>
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<tbody>
<tr>
<td>Typed or Printed Name</td>
<td>Date</td>
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501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form

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<tr>
<td>City</td>
<td>State</td>
<td>Zip Code</td>
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<td>Phone Number</td>
<td>Fax Number</td>
<td>E-Mail</td>
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Please provide below the employee labor category of each 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. This information is collected for statistical reporting purposes only.

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

PMMDD-177 Rev. 10/20/2016  F6
MANDATORY MINIMUM INSURANCE REQUIREMENTS

Off Street License Plate Recognition Management System – Deliver, Install and Integrate Hardware and Supporting Software

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

Commercial General Liability
In an amount of not less than **one million dollars ($1,000,000) per occurrence**, for bodily injury and property damage coverage including the following coverages:
- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

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 Contractor’s commercial general, automobile insurance, and contractor’s excess/umbrella insurance 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 to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor’s obligation to provide the minimum insurance coverage specified.

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, Maryland
Parking Mgmt. / Javier Torres
100 Edison Park Drive, 4th floor
Gaithersburg, MD 20878