

**EMERGENCY BOARDING OF ANIMALS  
PLAN  
OPEN SOLICITATION #1071170  
Emergency Boarding of Animals**

As required by Montgomery County Procurement Regulations, Code of Montgomery County (the “County”) Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Office of Animal Services (OAS) is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

Section 4.1.6.3 Procedure

1. Public Notice – Notice for this solicitation will be posted on the County’s Office of Procurement website.
2. Application Process – The Office of Animal Services Contract Team will email the solicitation packet for this Open Solicitation to all providers who express an interest in applying to provide the services. The solicitation packet includes the following: 1) the Notice to Vendors that summarizes this Open Solicitation; 2) the Instructions to Vendors; and 3) the Pre-Approved Form Contract including the Scope of Services and General Conditions of Contract Between County and Contractor and other attachments. Applicants will be required to sign the Application Form (Attachment B) to the Pre-Approved Form Contract stating that they have received the solicitation packet and understand the requirements of this Open Solicitation.
3. Criteria for accepting or rejecting applications – The Pre-Approved Form Contract contains the minimum qualifications for services upon which applicants will be accepted. Applications will be reviewed by Office of Animal Services staff for acceptance or rejection, based on the minimum qualifications.
4. All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The selected providers will provide services on a rotating basis in the order in which the contracts are executed, unless a unique skill set is required, in which case the County may contact the provider with the unique skills required for a particular assignment, even if that provider is not up next in the rotation. For example, if five contracts are executed as a result of this Open Solicitation, the County would contact Provider A for the first assignment, and Provider B for the second assignment. If Provider C was not available, the County would contact Provider D and Provider C would move to the bottom of the list, placing Provider E next in the rotation. If Provider B has skills that the other providers do not have, and the County requires the particular skills of Provider B for an assignment, the County may make an assignment out of order to Provider B even if Provider B was not up next in the rotation.
5. Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between the County and Contractor (“General Conditions”), without modification.
6. Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered under a contract specifically for the services to be provided based on the need of the Office of Animals Services under the Contract(s) resulting from this Open Solicitation.
7. Cancellation – The County reserves the option to cancel this Open Solicitation at any time.
8. Award of a contract under this Open Solicitation is subject to fiscal appropriations.
9. Changes to Forms – At the request of the Office of Procurement, the County may update the Open Solicitation Form contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation or to existing contracts:
  - a. General Conditions of Contract Between County & Contractor (PMMD-45);
  - b. Minority Business program & Offeror’s Representation (PMMD-90);
  - c. Montgomery County MFD Report of Payments Received (PMMD-97);
  - d. Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
  - e. Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan. (PMMD-65); and
  - f. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (PMMD-177).

**OPEN SOLICITATION  
#1071170  
EMERGENCY BOARDING OF ANIMALS**

**NOTICE TO VENDORS**

Montgomery County, Maryland (the “County”), through its Office of Animal Services (OAS) is seeking applications from qualified vendors to provide emergency boarding of animals under the control of the Montgomery County Animal Services and Adoption Center. OAS serves and protects all animals and citizens in Montgomery County with dedication and compassion. The goal of the OAS is to strengthen the human-animal bond through education, humane law enforcement, and by promoting responsible guardianship.

Montgomery County Office of Animal Services intends to enter into multiple contracts resulting from this solicitation.

Award of a Contract under this Open Solicitation is subject to fiscal appropriations. The County’s fiscal year starts on July 1 and ends on the following June 30. Compensation for services rendered under a Contract resulting from this Open Solicitation will be paid at the rates noted in Attachment F – Fee Schedule for Emergency Boarding of Animals Open Solicitation #1071170 Montgomery County Fiscal Year 22 (July 1, 2021 through June 30, 2022).

The established rates will be in effect for each County fiscal year to start on July 1 and end on the following June 30. Under no circumstances will the payment exceed the established rates.

Established rates may be changed at the County’s discretion at the beginning of each fiscal year, the County makes no guarantee that it will change fees at any point during the term of the contracts resulting from this Open Solicitation. Notification of rate changes will be posted prior to the start of the County’s new fiscal year on July 1<sup>st</sup>. Rates will be posted to the following site:

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

Under no circumstances will the payment exceed the established rates in Attachment F - Fee Schedule for Emergency Boarding of Animals Open Solicitation #1071170.

The County reserves the option to cancel this Open Solicitation at any time.

Award of a Contract under this Open Solicitation is subject to fiscal appropriations. The fiscal year starts on July 1 and ends on the following June 30.

All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract of this Open Solicitation will be awarded a contract for services, however, this does not guarantee that any Contractor will receive a minimum amount of work.

All Contractors being awarded a contract must maintain the insurance limits set forth in the Form Contract at all times during the term of the Contract regardless of the amount of business received from the Contract.

**OPEN SOLICITATION  
#1071170  
EMERGENCY BOARDING OF ANIMALS**

**INSTRUCTIONS TO VENDORS**

The County will enter into a contract with all applicants who meet the minimum qualifications as stated in Article III, Minimum Qualifications of the Pre-Approved Form Contract and are found to be a responsible organization. The County will execute the contract and return a copy to the applicant. The executed Pre-Approved Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records. The applicant must sign the County's Pre-Approved Form Contract which includes the General Conditions of Contract Between County and Contractor and other Attachments, as written with no modification.

Please direct Technical Questions to Thomas Koenig at 240-773-5928.

Please direct Application, Contract & Insurance Questions to Bonnie White at 240-372-7366.

**I. SUBMISSION DOCUMENTS**

The following items must be submitted:

Form Contract and Contract Attachments – The form contract must be filled out correctly and submitted along with the Attachments. Please follow these steps:

- A. Sign the Form Contract – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
- B. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
- C. Submit all the pages of the Form Contract (not just the signature page) along with the General Conditions of Contract Between County & Contractor, (Attachment A); and the following attachments which must be completed in their entirety or the application will be rejected.
  - Attachment B, Application Form
  - Attachment C, “Minority, Female Disabled (MFD) Person Subcontractor Performance Plan” – Please submit your MFD plan or waiver request.
  - Attachment D, “Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor”
  - Attachment E, “Minority Business program & Offeror’s Representation” – this form may be filled out and submitted if applicable to the applicant’s organization.
  - Completed form Attachment F – Fee Schedule for Emergency Boarding of Animals Open Solicitation#1071170.
  - A list of qualifications and related experience.
  - Certificate of Insurance that provides evidence of meeting the Mandatory Insurance Requirements set forth in Article VIII of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
  - Proof of Legal Name
  - Articles of Incorporation, and Articles of Amendment (if applicable)
  - W-9 Form or copy of Social Security card if Sole Proprietorship.
  - Proof of tax-exempt status; IRS Determination Letter (if applicable).

## II. INSTRUCTIONS

As directed above in Section I., please complete, attach, and send all Submission Documents to:

Montgomery County, Maryland  
Office of Animal Services  
Attn: Bonnie White  
7315 Muncaster Mill Road  
Derwood, Maryland 20855

If your application meets the minimum qualifications listed in the Pre-Approved Form Contract, the County will execute the contract and return a copy to you.

A copy of the County's General Conditions of Contract Between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County Pre-Approved Form Contract as written, and return it, with all attachments, to the County for execution by the Office of Procurement. The Office of Animal Services will forward a copy of the executed contract to you.

No services may be provided until you receive notice from the County that the contract has been executed and receive an executed purchase order from the County.

The County makes no guarantee that any single contractor will receive referrals to provide services under a contract resulting from this Open Solicitation.

Award of a Contract under this Open Solicitation is subject to fiscal appropriations. The County's fiscal year starts on July 1 and ends on the following June 30. Compensation for services rendered under a Contract resulting from this Open Solicitation will be paid at the rates noted in Attachment F – Fee Schedule for Emergency Boarding of Animals Open Solicitation #1071170.

The established rates will be in effect for each County fiscal year to start on July 1 and end on the following June 30. Under no circumstances will the payment exceed the established rates. Established rates may be changed at the County's discretion at the beginning of each fiscal year; however, the County makes no guarantee that it will change fees at any point during the term of the contracts resulting from this Open Solicitation. Notification of any rate changes will be posted prior to the start of the County's new fiscal year on July 1 of each fiscal year. Rates will be posted to the following site:

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

**OPEN SOLICITATION #1071170 - ATTACHMENT B**

APPLICATION FORM

CONTRACTOR LEGAL NAME: \_\_\_\_\_

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ @ \_\_\_\_\_

NAME AND TITLE OF MAIN CONTACT PERSON: \_\_\_\_\_

\_\_\_\_\_

I ACKNOWLEDGE RECEIVING, READING, UNDERSTANDING AND AGREEING TO PERFORM THE SERVICES AS DELINEATED IN THE SOLICITATION PACKAGE AND THE FORM CONTRACT, UNDERSTAND THE REQUIREMENTS OF THIS SOLICITATION AND ACCEPT THE FEE SCHEDULE FOR SERVICES.

THE ENTITY APPLYING FOR A CONTRACT UNDER THIS SOLICITATION HAS THE CAPACITY, STAFF, QUALIFICATIONS, LICENSING, FINANCIAL STABILITY AND EXPERIENCE TO PERFORM SERVICES AS REQUIRED.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING THIS APPLICATION FORM:

\_\_\_\_\_

**A List of Qualifications and Related Experience  
Open Solicitation 1071170 Emergency Boarding of Animals**

	Confirmed	Unconfirmed
1. Boarding Facility are appropriate for housing the species in question, including proper space, food, water, ability to sanitize kennel/cage/stall, and individually house each animal.		
2. Boarding Facility has a sufficient level of staffing to manage the animals to be housed.		
3. Boarding Facility has 1-year experience boarding/caring for the species in question.		
4. Boarding Facility can recognize and document common medical and behavioral issues.		
5. Boarding Facility has administrative process in place to track and communicate expenditures related to the care and medical needs of each animal housed.		
6. Boarding Facility has no staff or volunteers with prior convictions of domestic violence including the abuse of animals, children, seniors or the disabled.		

## OPEN SOLICITATION #1071170

Contract # \_\_\_\_\_

The County's Office of Animal Services requires qualified entities who can provide emergency boarding for animals under the control of the Montgomery County Office of Animal Services ("OAS") or its designee. Montgomery County intends to make multiple awards under Open solicitation #1071170.

### I. SCOPE OF SERVICES

1. The Contractor must have the ability to provide and perform the following services upon the request of the County.
2. Boarding/shelter for a variety of and types of animals such as livestock, horses, poultry, or other domestic species.
3. Adequate facilities to provide necessary predator and environmental protection for types of animals described in 2.
4. Nutritional feed in sufficient quantities as approved by OAS veterinarian.
5. Portable, clean water in sufficient quantities must be provided and situated where all animals always have access to water.
6. Medication administration as prescribed or approved by OAS veterinarian including, but not limited to, injection, drench, bolus, wraps/dressings, special feeds, water treatments.
7. Coordination of veterinary calls/visits and other care services including, but not limited to, farriers, deworming, nail/hoof trimming, health, and wellness checks.
8. Use of low stress restraint method of handling animals. Choke collars, prong collars, whips, chains, boards, barbed wire, electric fences, and other devices to control or contain animals are prohibited.
9. Appropriate set up to enable the movement of animals from farm to trailer.
10. Immediately notify OAS of animal illness, injury, birth, death, escaped animals and any other issues of concern.
11. Maintain accurate records of each individual animal, including identification of animals and any treatments/special care provided.
12. Provide invoices with itemized costs for services – per animal, per day costs or cost per lot - pursuant to rates established in this Contract.
13. Provide animals with a sanitary environment which includes ample clean and dry bedding appropriate for the species being housed (no manure bedding).
14. Contractor's boarding facility must be located within Montgomery County or within a 30-mile radius of the Montgomery County Office of Animal Services located at 7315 Muncaster Mill Road, Derwood, Maryland 20855.
15. Property where boarding occurs must be occupied by either the Contractor, its onsite caretaker, or an employee or a subcontractor who has been approved by the County. Contractor must provide a list to the County of all persons who have any contact with animals under County care.
16. Must check healthy animals twice daily and ill, injured and/or pregnant animals must be checked on more frequent basis as appropriate and recommended by OAS veterinarian.
17. Must agree and comply with County confidentiality requirements.
18. Provide measures to ensure the safety and security of the property (i.e., locked gates, intact fences).
19. Ensure animals under care pursuant to this Contract are kept separate from Contractor's own animals or other animals boarded at the same location. Animals should not have physical contact along any fence lines unless approved by OAS veterinarian.
20. The Contractor, its onsite caretaker and those in their employment or any subcontractor having contact with animals under County care must never have been charged with, or convicted of, violations of State or County animal control laws related to animal cruelty, neglect or abuse.
21. Boarding facility must provide for safe, legal, appropriate method of transport of animals as requested by the County if transport is a feature of the Contractor's boarding operation.

### County Responsibility

The County will inspect the boarding facility, monitor, and review the work being performed by each Contractor under this Contract.

The County will notify or instruct the Contractor if any special instructions, or changes to the normal routine of care are necessary and will work with the Contractor to ensure that any care beyond basic husbandry is provided to the animals under emergency offsite boarding. Either by the contractor or MCASAC staff depending on the complexity and feasibility of the care required of the animals under the County's care.

## II. COMPENSATION

- a. The County will compensate, and the Contractor agrees to invoice the County for services provided under this Contract at the rates established in Attachment F – Fee Schedule for Emergency Boarding of Animals Open Solicitation #1071170, effective as posted July 1 annually.
- b. Under no circumstances will the payment exceed the established rates.
- c. Established rates may be changed at the County's discretion at the beginning of a fiscal year; however, the County makes no guarantee that it will change fees at any point during the term of the contracts resulting from this Open Solicitation. Notification of rate changes if any, will be posted prior to the start of the County's new fiscal year on July 1<sup>st</sup>. Rates will be posted to the following site: <http://www.montgomerycountymd.gov/pol/chief/bureaus/management/mgmtbudget/InformalSolicitations.html>. If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.
- d. No services may be performed or compensated under this Contract without the Contractor's receipt of a County purchase order for a specific period during which services will be performed and containing a maximum amount of compensation.
- e. The Contractor will invoice and be paid for no more than the specified payment schedule as identified in Paragraph A., above.

## III. MINIMUM QUALIFICATIONS

The Contractor must ensure that it meets the following minimum qualifications during all terms of this Contract:

- a. All vendors must have previous experience providing the services outlined in Article I. Scope of Services of this Contract.
- b. The Contractor must accept the established rates for services described in Open Solicitation #1071170 and as set forth in the County's currently defined rates in Article II. Compensation of this Contract. No additional fees for services may be charged to the County aside from the fee schedule set forth in this Contract.
- c. The Contractor must include a certificate of good standing with the Maryland State Department of Assessments & Taxation (SDAT), when applicable. (<http://sdat.resiusa.org/ucc-charter/Pages/CharterSearch/default.aspx>). SDAT may not be applicable for individuals, sole proprietorships, or partnerships.
- d. The Contractor must comply with the County's mandatory insurance requirements as set forth under Article VI of this Contract and must provide insurance certificate(s) evidencing the required insurance coverage which must remain in force without lapse during all terms of this Contract, regardless of contracted boarding fees paid to the Contractor. Even if a Contractor does not receive any boarding requests from the County it must continue to carry insurance coverage in the amounts designated in the MANDATORY MINIMUM INSURANCE REQUIREMENTS section of this Contract.



#### IV. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month for services described in this Contract. The Contractor must include, at a minimum, on each invoice, the Contractor's name, address, contract number, purchase order number, the hours and services provided, the date(s) the service and the amount that is due. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, within 30 days, at the rates specified in Article II, Compensation. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

#### V. TERM

This Contract is effective upon signature by the County's Director, Office of Procurement, and is for a two-year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional two-year terms.

#### VI. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor are incorporated by reference and made a part of this Contract as Attachment A. Prior to the execution of the contract by the County, the Contractor must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland.

The following minimum insurance requirements supersede those outlined in Provision #21 of the General Conditions:

#### MANDATORY MINIMUM INSURANCE REQUIREMENTS

##### ***Emergency Boarding of Animals (livestock, horses, poultry, etc.)***

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.

##### Commercial General Liability

A minimum limit of liability of ***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

##### Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

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, MD  
Office of Animal Services / Bonnie White  
7315 Muncaster Mill Road  
Derwood, MD 20855

Priority of Documents

1. This Contract document;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. The Open Solicitation Application Form (Attachment B);
4. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan (Attachment C);
5. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (Attachment D), and
6. Attachment E, "Minority Business Program & Offeror's Representation" – this form may be filled out and submitted if applicable to the applicant's organization.
7. Fee Schedule for Emergency Boarding of Animals (Attachment F)

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE**  
**OPEN SOLICITATION #1071170**  
**Contract # \_\_\_\_\_**

This Contract, which incorporates by reference: the Instructions to Vendors, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, Attachment A and Attachment B, the completed Application Form, Attachments C and D, copies of which have been provided to the Contractor, is entered into this day of \_\_\_\_\_, \_\_\_\_\_ 202\_ by and between (the "Contractor") and Montgomery County, Maryland (the "County"). This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

**Part A: Contractor's Offer to Provide Services:**  
(Prospective Contractor Must Complete this section)

**Part B: County Acceptance:**

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
Entity Name (print or type)

\_\_\_\_\_  
Signature\*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

RECOMMENDED

\_\_\_\_\_  
Title

\_\_\_\_\_  
Thomas J. Koenig, Director  
Office of Animal Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Must be signed by corporate officer or person legally authorized to bind organization to a contract

THE OFFICE OF THE COUNTY ATTORNEY HAS APPROVED THIS FORM AS TO FORM AND LEGALITY.

**Attachment F -Fee Schedule for Emergency Boarding of Animals  
Open Solicitation #1071170**

Boarding/Shelter	<p>Not to exceed \$20 per day per animal for sheep, goats, alpacas, pigs          Not to exceed \$24 per day per animal for cattle, horses, llamas, etc.          \$1 per day per lot consisting of 1-8 animals for poultry and waterfowl housed in routine housing          \$5 per day per lot consisting of 1-4 animals for poultry and waterfowl requiring special housing due to behavior or serious health concerns          Not to exceed \$15 per day per animal for cats and kittens other than neonates          Not to exceed \$25 per day per animal for dogs and puppies under 50lbs          Not to exceed \$30 per day per animal for dogs over 50lbs          \$5 per day per housing unit of small animals (rabbits, guinea pigs, mice, hamsters, gerbils, etc.). This includes housing, bedding, feed, necessary daily handling and handling/assistance during veterinary visits/examinations.</p>
Transportation	<p>For contractors with the ability to transport animals: Round-trip transportation of livestock (not including poultry or waterfowl) – not to exceed \$250.00 (not based on number of animals or the number of loaded/unloaded trips). Fee includes loading and unloading of animals.</p>
Daily Medication	<p>\$10 daily medication administration fee for prescribed veterinary medications given by vendor and preventative/routine medication and care agreed upon by OAS. Only includes treatment of individual animals and does not include treatments via drinking water or treatments in feed given to entire population. Fee is based on a daily charge and not the number of medications or number of administrations in any given day.</p>
Routine Tasks	<p>In most cases, OAS will purchase and provide supplies for contractor. In the event, Contractor demonstrates the ability to provide feed and other supplies to support care and welfare of animals and approved by OAS' Chief Veterinarian, OAS will authorize Contractor on behalf of the County, to use the County's Tax Exempt number to make purchases for only those items, and a receipt for such purchases must be submitted along with the monthly invoice. The County will not reimburse for tax paid. The Contractor is not authorized to use the County Tax Exempt number to make any purchases for non-County business.</p>
Special Care	<p>Special care or animals requiring isolation from the main population, i.e., critically ill/injured, newborn, pregnant, etc., pricing will be negotiated in advance and as agreed upon by OAS.</p>

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

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: \_\_\_\_\_

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3. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

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

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

---

4. Certified By: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Avinash Shetty  
Director  
Office of Procurement Date: \_\_\_\_\_

\_\_\_\_\_  
Avinash Shetty  
Director  
Office of Procurement Date: \_\_\_\_\_

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:

---

Avinash Shetty, 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.



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](http://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.



Montgomery County
Office of Business
Relations and Compliance

MFD Report of Payments Received

For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? YES [ ] NO [ ]

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL) (TITLE)

SIGNATURE OF COMPANY OFFICIAL (DATE)

( ) - ( ) -
TELEPHONE FAX E-MAIL

Return by: Email - MFD@montgomerycountymd.gov FAX - 240-777-9952
For assistance, contact the MFD Office at 240-777-9912

**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 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. This liquidated damages amount in addition to 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: <https://www.montgomerycountymd.gov/PRO/DBRC/wage-requirements-law.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 14<sup>th</sup> 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](mailto:WRL@montgomerycountymd.gov).

**Wage Requirements Law Certification**

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

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

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):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

In the event that you, the “Offeror,” are awarded the contract and become a Contractor, please check  the box(es) below that apply, and leave all of the other boxes blank.

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: <https://www.montgomerycountymd.gov/PRO/DBRC/wage-requirements-law.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](mailto: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 also 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). The contractor must provide proof of its 501(c)(3) status (i.e.

Letter from the IRS). Accordingly, the contractor has completed the 501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c)(2). (**must also complete box B.4. above**)

D. 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.

**Note: A schedule C from the employer's federal tax return may be required for verification purposes.**

E. Sub-Contractors

It is the prime contractor's responsibility to ensure all of its subcontractors adhere to the WRL. All subcontractors are required to submit quarterly payroll reports. It is the prime contractor's responsibility to collect these payroll reports and submit them to [wrl@montgomerycountymd.gov](mailto:wrl@montgomerycountymd.gov) on a quarterly basis.

I intend to use Sub-Contractors if I am awarded a contract as a result of this solicitation.

I do **NOT** intend to use Sub-Contractors if I am awarded a contract as a result of this solicitation. If at any time during the course of the contract I use Sub-Contractors, I understand that I am responsible for their quarterly payroll reporting.

F. Independent Contractors

I intend to use Independent Contractors if I am awarded a contract as a result of this solicitation.

**If this box is checked, you must complete the Wage Requirements Law Independent Contractor Certification (PMMD193) in order for your bid/offer to be considered. It can be found at: <https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-193.pdf>**

I do **NOT** intend to use Independent Contractors if I am awarded a contract as a result of this solicitation. If at any time during the course of the contract I use Independent Contractors, I understand and agree that I must complete the Wage Requirements Law Independent Contractor Certification (PMMD193). See above link.

**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.

Authorized Signature		Title of Authorized Person	
Typed or Printed Name		Date	

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

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

\* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".



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):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

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; Department of Veterans Affairs; or City of Baltimore.