



Marc Elrich
County Executive

Catherine Matthews
Director, Upcounty
Regional Office

SOLICITATION AMENDMENT #2

Informal Mini #112866

April 9, 2021

Page 1 of 4 FOR THE PROCUREMENT OF: **Streeter Operations Management**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF AMENDMENT-THE FOLLOWING INFORMATION IS APPLICABLE TO THE SOLICITATION:

Changing the status of the solicitation from postponed indefinitely to **deadline of April 16, 2021 at 5:00pm**

Replace Attachment C with Revised Attachment C

Attached are the Q&A from vendor inquiries

All questions from vendors must be submitted in writing no later than 5:00pm on Tuesday, April 13, 2021. All questions should be directed to Jake Adler at Jake.Adler@montgomerycountymd.gov

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **HAS BEEN EXTENDED**.

ISSUED BY:

Catherine Matthews, Director
Upcounty Regional Office, Montgomery County Government
12900 Middlebrook Road, Suite 1000
Germantown MD 20874
catherine.matthews@montgomerycountymd.gov

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN: _____
(Type or print)

OFFEROR'S SIGNATURE: _____ DATE : _____

Questions and Answers from Vendor Inquiries

- Question #1:** Can you give a range or approximate amount that this solicitation awards?
- Answer #1:** As outlined in Section B.5.1 of the solicitation, [Resolution 19-690](#) was adopted on December 8, 2020 by the Montgomery County Council. An FY2021 Operating Budget special appropriation of \$1,250,000 was adapted to help winterize Streeteries, and the Community Engagement Cluster (CEC) will administer the funds. There are 5 CEC regions, and each region is allotted \$250,000.
- Question #2:** How much time will be allotted for staff to set-up, prepare for opening and/or closing down, putting tables, chairs, trash away after the Streetry closes?
- Answer #2:** One (1) hour to set-up and 1 hour to take down and store should be adequate time for the Contractor to prepare for opening and closing of the streetry.
- Question #3:** Will there be signage and directional floor marking to show where a line should form, patrons to stay within lines?
- Answer #3:** The County will place signage which will announce where the line begins, as well signage reminding patrons to follow proper social-distancing and mask wearing.
- Question #4:** What if a patron does not abide by the rules, what will the procedure be to handle this type of patron?
- Answer #4:** The Contractor or its on-site employee should remind patrons of the requirements, this can be done by showing the signage. Should patron(s) not abide, the Contractor or its on-site employees should call the Montgomery County Police Non-Emergency Number, 301-279-8000.
- Question #5:** The Contractor or its employees must remove all garbage and place in proper and provided receptacles. What size are the trash cans? How many trash cans will there be on site? How far away will receptacles be? Who will provide trash can liners – the County or Staffing Operator? Will the County provide dollies to move the trash cans to / from receptacle?
- Answer #5:** The County will provide commercial sized trash receptacles with wheels or will provide a dolly if necessary. There will be a minimum of 4 receptacles and they will be located at either end of the Streetry. The Contractor will be required to provide trash can liners.
- Question #6:** The Contractor must set up, take down, and secure equipment on a daily basis or as frequently as is agreed upon with the County. This includes the tables, chairs, and heaters. Would like to know number of tables, chairs, heaters, etc. to be able to determine how long will take to set up, take down. Will the tables and chairs need to be folded and/or moved to a different storage location? Who will provide propane for heaters? Where will the propane be stored? How will the items be secured – locked in a shed, chained up, etc.? Will the County provide the security items?
- Answer #6:** The County will provide a minimum of 10 tables and 40 chairs to start (subject to change). There will be no heaters, as the weather has changed, the County will not erect tents or install heaters, however this may change as weather predicts. The county will rent a secured storage unit which will be located on site.
- Question #7:** Will the County provide the following supplies, or will the Contractor be required to provide? (not listed in Section 5.4) Sanitizing Wipes, Sanitizer Solution, Cleaning Supplies, Towels or Wipes, Gloves, Masks, and Trash Can Liners. If Contractor is required to provide, how will reimbursement be made?

- Answer #7:** The Contractor will be required to supply these items, in addition to the trash receptacle liners mentioned above. For the purposes of this solicitation, the Contractor must list the price per item to be charged in their proposal. The Contractor must document the number of each item used daily, as well as all actual hours worked. This information must be documented on all invoices.
- Question #8:** Wage Requirements Law: Currently, Wage Rate Per Hour is \$15.25. The rate could change/increase on July 1, 2021.
- Answer #8:** Please visit the Office of Procurement's website regarding Wage Requirement information including the Wage Rate history at this link
<https://www.montgomerycountymd.gov/PRO/DBRC/wage-requirements-law.html>
The FY22 hourly rate information will be on the website no later than April 5, 2021; the new rate effective July 1, 2021 will be \$15.40 per hour.
- Question #9:** Is there an incumbent contractor currently performing the service?
- Answer #9:** No, there is no Contractor performing these services at this time.
- Question #10:** What is the estimate amount of hourly services required daily?
- Answer #10:** Initially, the streetering will operate Thursdays, Fridays, Saturdays and Sundays from 11:30am through 7:30pm. Set-up will begin at 10:30am and cleanup will conclude by 8:30pm. (Hours are subject to change)
- Question #11:** When is the estimated start date for this requirement?
- Answer #11:** Upon full execution of this contract a mutually agreed upon date will be set by the County and Contractor.

REVISED ATTACHMENT C

FEE SCHEDULE

THE OFFEROR MUST PROVIDE A **FULLY BURDENED HOURLY RATE**. THE FULLY BURDENED HOURLY RATE MUST INCLUDE ALL OVERHEAD, COSTS FOR BENEFITS, INSURANCE, PROFIT, ANY AND ALL EXPENSES REQUIRED TO PERFORM THE CONTRACT REQUIREMENTS

PROPOSED FULLY BURDENED HOURLY RATE \$ _____

PROPOSED PER UNIT COST OF HAND SANITIZER (1200 ML) \$ _____

PROPOSED PER UNIT COST PER BOX OF GLOVES (LATEX/100CT) \$ _____

PROPOSED PER UNIT COST PER BOX OF DISPOSABLE MASKS (50CT) \$ _____

PROPOSED PER UNIT COST PER 100CT OF TRASH RECEPTACLE LINERS (45 GALLON) \$ _____



Marc Elrich
County Executive

Catherine Matthews
Director, Upcounty
Regional Office

SOLICITATION AMENDMENT #1

Informal Mini #112866

April 5, 2021

Page 1 of 1 FOR THE PROCUREMENT OF: **Streeter Operations Management**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.

DESCRIPTION OF AMENDMENT-THE FOLLOWING INFORMATION IS APPLICABLE TO THE SOLICITATION:

The due date has been postponed indefinitely. A new due date will be announced in Amendment #2 along with Q&A of submitted questions.

All questions should be directed to Jake Adler at Jake.Adler@montgomerycountymd.gov

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **HAS BEEN POSTPONED INDEFINITELY.**

ISSUED BY:

Catherine Matthews, Director
Upcounty Regional Office, Montgomery County Government
12900 Middlebrook Road, Suite 1000
Germantown MD 20874
catherine.matthews@montgomerycountymd.gov

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN: _____
(Type or print)

OFFEROR'S SIGNATURE: _____ DATE : _____

Local Small Business Reserve Program (LSBRP) Notice

Mini Informal Solicitation #1128666 Streeter Operations Management

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

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

1. Submit an application as an LSBRP firm prior to the proposal's due date. If your LSBRP status is not **application submitted/certified** in our database prior to the proposal's due date and time, then your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are a copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP staff at 240-777-9913.



**Informal Mini Solicitation
#1128666
Streeter Operations Management**

ISSUE DATE: - 3/24/2021

SUBMISSION DEADLINE: 5:00P.M. on (April 6, 2021)

The Montgomery County's Community Engagement Cluster is soliciting proposals for the above-referenced Informal Mini Solicitation. Proposals must be returned not later than the date and time listed above.

The following pages contain the terms, conditions, and specifications for this Mini Informal. All proposals must reference the Mini Informal Solicitation and Title as listed above and be signed by an authorized representative of the responding firm.

The written proposal requirements are detailed in Section D, METHOD OF AWARD EVALUATION CRITERIA (Pages 12-13) AND Section E. SUBMISSIONS (Pages 13-14). remove your proposal from consideration..

**Proposals must be submitted via email to the address below
by the submission deadline as stated above:**

Yvette.torres@montgomerycountymd.gov

(Subject Line: "Solicitation" + Business Name)

Should you have questions regarding the solicitation and/or requirements in this solicitation, please contact Jake Adler by email at jake.adler@montgomerycountymd.gov or by telephone at 240-447-0276.

This is a Services Contract (see Section A, Services Contract):		X
<input type="checkbox"/>	Non-Professional Services	
<input checked="" type="checkbox"/>	Professional Services	

Local Small Business Reserve Program (LSBRP) Notice

Mini Informal Solicitation #1128666 Streeter Operations Management

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 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

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If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP staff at 240-777-9913.

Notice to Offerors

**Mini Informal Solicitation
#1128666
Streeter Operations Management**

This solicitation may be subject to the County's Wage Requirements Law (WRL), which applies to service contracts.

- If this solicitation is subject to the WRL, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the RFP cover page
 - In this event, the "Wage Requirements for Services Contract Addendum" will apply to the resultant contract (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 1) In order to be compliant with the Wage Requirements Law an Offeror **must submit with its proposal** the following:
- (a) Completed Wage Requirements Certification form (**This form is contained in the PMMD-177 Web-link above**).
 - (b) If applicable, 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance form (**This form is contained in the PMMD-177 Web-link above**).

Offeror's failure to complete and submit the required material information on the Wage Requirements form(s) may result in offeror's proposal being unacceptable and rejected.

NOTE: You can find the current mandatory payroll reporting requirements, and the wage rate per hour that a County contractor must pay to its employees, under Section 11B-33A of the County Code, at (www.montgomerycountymd.gov/WRL). The WRL is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County.

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Web-links for Documents and Forms

- Central Vendor Registration System (www.mcipcc.net)
- Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
- MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
- Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
- Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
- Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
- Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
- Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
- Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)
- Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf)

Montgomery County, Maryland
Acknowledgment Page

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name
(printed): _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____

Date: _____

2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and, on all contracts, issued as a result of this solicitation. 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, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

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.

3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

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

Amendment Number	Date

4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

4.1. Instructions:

4.1.1. Registered Vendor

4.1.1.1. The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: (www.mcipcc.net)

4.1.2. Acknowledgement

4.1.2.1. The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

4.1.3. Proposals

4.1.3.1. Sealed proposals are due in the (ADD in here where offerors submit) Proposals must be returned in a sealed envelope/package that is clearly marked with the RFP number, the proposal due date and time, and the individual/company's name. Proposals received after the date and time specified will not be considered and will be returned unopened to the offeror. The County will not be responsible for a proposal that is improperly addressed or identified.

4.1.4. Questions

4.1.4.1. All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

4.1.5. Maryland State Department of Assessments & Taxation (MD-SDAT)

4.1.5.1. Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships, or partnerships.

4.1.5.2. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering into a contact with your firm.

4.1.5.3. The County will verify this status on the MD-SDAT website.

4.1.5.4. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT.

4.1.5.5. If this status is not rectified in a timely manner with MD-SDAT, then your firm may be declared non-responsible and your proposal will be rejected.

4.1.5.6. Information can be found at: (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

4.2. Conditions

4.2.1. Acceptance Time

4.2.1.1. By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

4.2.2. Contract Documents

The following documents will be incorporated into the contract resulting from this solicitation:

- 4.2.2.1. General Conditions of Contract between County & Contractor (Section J)
- 4.2.2.2. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- 4.2.2.3. Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 4.2.2.4. All representations and certifications listed in this document.
- 4.2.2.5. Mandatory Insurance Requirements.
- 4.2.3. Determination of Responsibility
 - 4.2.3.1. 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 contracts, in a timely manner, or if investigation shows the offeror is 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.
 - 4.2.3.2. 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.
 - 4.2.3.3. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
 - 4.2.3.3.1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction ("work") required.
 - 4.2.3.3.2. The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption, or interference.
 - 4.2.3.3.3. The integrity, reputation and experience of the offeror and its key personnel.
 - 4.2.3.3.4. The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
 - 4.2.3.3.5. The offeror's previous and existing compliance with laws and ordinances relating to the contract or work.
 - 4.2.3.3.6. The sufficiency of financial resources of the offeror to perform the contract or provide the work.
 - 4.2.3.3.7. The certification of an appropriate accounting system, if required by the contract type.
 - 4.2.3.3.8. Past debarment or suspension by the County or other governmental entity.
- 4.2.4. Joint Procurement
 - 4.2.4.1. The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:
 - 4.2.4.1.1. Maryland-National Capital Park & Planning Commission (M-NCPPEC);
 - 4.2.4.1.2. Montgomery College (MC);

- 4.2.4.1.3. Montgomery County Public Schools (MCPS).
 - 4.2.4.1.4. Montgomery County Revenue Authority.
 - 4.2.4.1.5. Montgomery County Housing Opportunities Commission (HOC);
 - 4.2.4.1.6. Washington Suburban Sanitary Commission (WSSC); and
 - 4.2.4.1.7. Municipalities & Special Tax Districts in Montgomery County.
- 4.2.4.2. While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and for the same work noted in the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer or contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE LISTED IN THE OFFER.
- 4.2.5. Late Proposals
 - 4.2.5.1. Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.
- 4.2.6. Minority, Female, Disabled Person Program Compliance
 - 4.2.6.1. Under County law, this solicitation is subject to the Montgomery County Code (Part II.Chapter 11B.Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
 - 4.2.6.2. Information regarding the County's MFD program can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/MFD) Entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor".
 - 4.2.6.3. The companion document entitled "Minority, Female, disabled Person Subcontractor Performance Plan" can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 4.2.7. Montgomery County Code and Procurement Regulations
 - 4.2.7.1. The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.
- 4.2.8. Payment Terms
 - 4.2.8.1. The County's payment terms are net thirty (30) days.
 - 4.2.8.2. 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.

4.2.9. Qualification of Offerors

- 4.2.9.1. Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.
- 4.2.9.2. 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 factor(s) necessary to perform the contract.
- 4.2.9.3. Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

4.2.10. Services Contract (County Code 11B-33A)

- 4.2.10.1. Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.
- 4.2.10.2. Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/WRL). Contractor must comply with the "Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification** form at the website below.
- 4.2.10.3. The companion document entitled "**Wage Requirements Certification**" form can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

4.3. Notices

4.3.1. Proprietary & Confidential Information

- 4.3.1.1. This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means 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 (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.
- 4.3.1.2. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." However, the County, by law, must apply the MPIA's

requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.

- 4.3.1.3. The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.

4.3.2. Solicitation Preparation Expenses

- 4.3.2.1. All costs incurred in the preparation and submission of an offeror's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

4.3.3. Verbal Explanations

- 4.3.3.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

5. SECTION B - SCOPE OF SERVICES:

5.1. BACKGROUND

On December 8th, 2020, The County Council passed Resolution 19-690, a Special Appropriation to the Fiscal Year 2021 Operating Budget for Montgomery County Government. This resolution is intended to support for Winterizing Streeteries to support local restaurants and eateries during the COVID-19 pandemic, and appropriated \$1,250,000 to the Community Engagement Cluster to assemble and winterize the outdoor eating spaces needed in the 5 county regions (Up-County, Mid-County, East County, Bethesda/Chevy Chase and Silver Spring).

Some of the County regions had streeteries operating before winter, and for those, the idea was to continue those operations with heaters, tents, tables, chairs. Additionally, some of the regions with operating streeteries were run by Urban Districts/Partnerships, with dedicated staff to manage the flow of people, and clean/sanitize the tables and chairs. Areas like East County and Upcounty not only did not have any operating streeteries, they do not have the resources to provide dedicated County staff that would be able to manage and operate a County-managed streetery.

5.2. INTENT

The County intends to award a contract to a business in good standing that can operate and manage a county Streetery(s).

5.3. SCOPE OF SERVICES

Manage the day to day operations of the Streetery. This will include the following:

- Staffing: The Contractor will be required to provide staff on-site at all hours of Streetery operation.
- Staff must ensure patrons follow social distancing and wear a mask in accordance with all laws where applicable.
- Staff must ensure patrons are seated properly; should a line form, (of people waiting) staff must ensure the line moves in order and patrons stay within social distancing space (currently 6 feet apart).
- Staff must clean and sanitize all tables and chairs after each use and in accordance with all laws or regulations.
- Staff must remove all garbage and place in proper and provided receptacles.
- Staff must ensure at least one (1) flap of the tent is up at all times.
- Staff must turn on and monitor all heaters while in use.
- The vendor must set-up, take-down and secure equipment on a daily basis or as frequently as is agreed upon with the County. This includes the tables, chairs, and heaters.

5.4. COUNTY'S RESPONSIBILITIES

The County will be responsible for the following:

- Providing and initially setting up the tents in the designated streetery areas.
- Providing and initially setting up the heaters in the designated streetery areas.
- Providing and initially setting up the tables and chairs in the designated streetery areas.
- Providing trash receptacles in the designated streetery areas.
- Providing washing/cleaning stations
- Marketing and promoting the streetery with our various partners.
- Provide in writing at contract execution, all current laws, and regulations for social distancing requirements, cleaning, and sanitizing requirements.
- Provide hours of operation of the streetery.

5.5. INVOICING

Invoices must clearly state the Contract number, Purchase Order or Blanket Purchase Order number, the services being charged (including the date of services, hours worked, hourly rate). The County is exempt from Sales Tax; therefore, Maryland State Sales Tax should not be added.

6. SECTION C - PERFORMANCE PERIOD

6.5. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed and ends after ONE (1) year period. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term TWO (2) times for ONE (1) year each.

6.2 PRICE ADJUSTMENTS

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period is subject to the following:

- 6.2.1. Approval or rejection by the Director, Office of Procurement, or designee
- 6.2.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- 6.2.3. Submission within sixty (60) days prior to contract expiration date if the contract is being amended.
- 6.2.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV, Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- 6.2.5. The County will approve only one price adjustment for each contract term if a price adjustment is approved.
- 6.2.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.

7 SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES

- 7.1.1. Upon receipt of proposals, the Evaluation Committee (EC) will review and evaluate proposals for in accordance with the evaluation criteria listed below under Section D.7.1.9.a. The QSC will also review an offeror for responsibility.
- 7.1.2. Vendor interviews will not be conducted.
- 7.1.3. The EC will make its award recommendation to the highest ranked offeror, based on the EC's written scores and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the EC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.

- 7.1.6. Negotiations will commence with the highest ranked offeror. If a contract cannot be successfully negotiated with the proposed awardees, the Using Department will proceed to negotiations with the next highest ranked offeror . .
- 7.1.7. .
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

7.1.9. **EVALUATION CRITERIA**

POINTS

a. Written Proposal Evaluation Criteria

The EC will evaluate the written proposals based on the following criteria.

1. Hourly rate (Fee Schedule, Attachment C)	20
2. Ability to provide qualified staff as required to perform the minimum Scope as outlined in Section 5.3 Scope of Services.	45
3. Proven experience in providing event management services similar to the requirements outlined within this solicitation.	35
Highest possible EC score for written evaluation:	100

8 SECTION E - SUBMISSIONS

8.1 PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

- 8.1.1. Offerors must submit via email a copy of their proposal. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the EC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):
 - 8.1.1.1. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, and email address.
 - 8.1.1.2. The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal. (Page 5)
 - 8.1.1.3. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation. ([see Attachment A](#)).
 - 8.1.1.4. This solicitation is subject to the Wage Requirements Law ([see page 1](#)), the offeror must submit the appropriate Wage Requirements Law forms found at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
 - 8.1.1.5. Mid-Atlantic Purchasing Team Rider Clause – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf).
 - 8.1.1.6. Minority, Female, Disabled Persons Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal.**
 - 8.1.1.7. Minority Business Program and Offeror's Representation – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (see Sample of MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf))

- 8.1.1.8. The completed Fee Schedule (Attachment C)
- 8.1.1.9. Detailed documentation outlining your firm's experience and ability to provide qualified staff, providing a total of the minimum hours listed below for each type of course listed. Proposals should include resumes of staff who will be assigned to work on the resulting contract. Detailed documentation explaining your firm's demonstrated experience in event management services.

8.2 AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted:

- 8.2.1 Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 8.2.2 Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment C.
 - 8.2.2.1 The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
 - 8.2.2.2 These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- 8.2.3 If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf))

9 SECTION F - COMPENSATION

The contractor will be paid on a monthly basis, within 30 days after the County's receipt and acceptance of an invoice submitted by the contractor and in a form approved by the County.

10 SECTION G - CONTRACT ADMINISTRATOR

10.1. AUTHORITY

The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

10.2. USING DEPARTMENT

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6.

10.3. CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is:

Jake Adler, Jake.Adler@Montgomerycountymd.gov and Yvette Torres, Yvette.torres@montgomerycountymd.gov, 21 Maryland Avenue, Suite 330, Rockville, MD 20850. 240-777-8336.

11 SECTION H - SPECIAL TERMS AND CONDITIONS

11.1 Not Applicable

12 SECTION I - ETHICS

As a result of being awarded a contract resulting from this solicitation, the successful contractor may be ineligible for the award of related contracts. In this regard, Montgomery County Code Sections 11B-52 (b) and (c) state the following:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

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- (a) Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- (b) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

13 SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

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

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

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

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

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;

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- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

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

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee, or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

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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.

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attach.
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	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attach.
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions	250	500	1,000	See Attach.

and negligent acts, per claim and aggregate, with one-year discovery period and maximum deductible of \$25,000

Certificate Holder

Montgomery County Maryland (Contract #)

Informal Mini #1128666

Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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

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

Certificate Holder

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

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. INFORMATION SECURITY

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

B. Payment Card Industry Compliance:

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

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. 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

Informal Mini #1128666

payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

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

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

PMMD-45. REVISED 3/1/2018

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

ATTACHMENT A

REFERENCES

(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT
PERSON:

PHONE:

EMAIL:

CELL PH

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT
PERSON:

PHONE:

EMAIL:

CELL PH

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT
PERSON:

PHONE:

EMAIL:

CELL PH

ATTACHMENT B MANDATORY INSURANCE REQUIREMENTS

MANDATORY MINIMUM INSURANCE REQUIREMENTS - Germantown Streetery Operation

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

Commercial General Liability

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

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

Business Automobile Liability Coverage

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

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

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

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

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
CEC Business Management Team
21 Maryland Avenue, Suite 330
Rockville, Maryland 20850

ATTACHMENT C

FEE SCHEDULE

THE OFFEROR MUST PROVIDE A **FULLY BURDENED HOURLY RATE**. THE FULLY BURDENED HOURLY RATE MUST INCLUDE ALL OVERHEAD, COSTS FOR BENEFITS, INSURANCE, PROFIT, ANY AND ALL EXPENSES REQUIRED TO PERFORM THE CONTRACT REQUIREMENTS

PROPOSED FULLY BURDENED HOURLY RATE \$_____