



**Informal Mini Solicitation - Program  
Management and Support Services for the  
Commission for Women’s 50<sup>th</sup> Anniversary Event**

April 21, 2022

The Montgomery County, MD Commission for Women is soliciting proposals to support the celebration of the Commission’s 50<sup>th</sup> Anniversary event. If you are interested in submitting a proposal in response to this Informal Mini Solicitation, please submit via email no later than 5:00 pm on 04/28/2022 to:

Jodi Finkelstein  
Montgomery County Commission for Women  
Community Engagement Cluster (CEC)  
Jodi.Finkelstein@montgomerycountymd.gov

**NOTE: The Subject line of the email should include the Informal #1142544 and your firm’s name.**

The County will not be responsible for proposals received after the due date.

If an offeror is interested in submitting a proposal, but cannot make the submission deadline, the offeror must email Jodi Finkelstein at [Jodi.Finkelstein@montgomerycountymd.gov](mailto:Jodi.Finkelstein@montgomerycountymd.gov) to see if an extension may be granted. If an offeror is not interested in submitting a proposal at this time, the offeror should sign the Quotation Sheet and write/type “No Offer” on it and return it to the Office of Community Partnerships.

The following pages contain the terms, conditions, and scope of services for this informal mini solicitation.

**For questions about this Informal Solicitation, please contact Jodi Finkelstein, Executive Director, Montgomery County Commission for Women at [Jodi.Finkelstein@montgomerycountymd.gov](mailto:Jodi.Finkelstein@montgomerycountymd.gov)**

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

## Local Small Business Reserve Program (LSBRP) Notice

### Program Management and Support Services for the Commission for Women's 50<sup>th</sup> Anniversary Event

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

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

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not **application submitted/certified** in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)) and follow the instructions under "Register."
2. After the informal solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
  - all of its business location(s) (if more than one),
  - number of employees by location
  - annual gross revenue of the business for the past three fiscal years.(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

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

## **Program Management and Support Services for the Commission for Women’s 50<sup>th</sup> Anniversary Event**

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](http://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](http://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’s Office of Procurement contact on page 1.**

Attachments

- |  |    |
|--|----|
| A. References                                      | A1 |
| B. Mandatory Insurance Requirements                | B1 |
| C. Non-Disclosure Statement for County Contractors | C1 |
| D. Fee Schedule                                    | D1 |

Web-links for Documents and Forms

1. Frequently Asked Questions, Procurement (<https://www.montgomerycountymd.gov/pro/help.html>)
2. MD-SDAT (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
3. Mid-Atlantic Purchasing Team Rider Clause ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf))
4. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)) ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf))
5. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf))
6. Minority, Female, Disabled Person Program Information ([www.montgomerycountymd.gov/MFD](http://www.montgomerycountymd.gov/MFD))
7. Minority, Female, Disabled Person Subcontractor Performance Plan ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf))
8. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf))
9. Wage Requirement Law Payroll Reporting ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf))
10. 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](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf))
11. Wage Requirements for Services Contracts Addendum ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf))
12. Wage Requirements Law Information ([www.montgomerycountymd.gov/PRO/DBRC/WWRL.html](http://www.montgomerycountymd.gov/PRO/DBRC/WWRL.html))
13. Wage Requirements Law, Independent Contractor Certification (<https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>)
14. Local Business Subcontracting Performance Plan ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf](http://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, Title and E-Mail 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

## **SECTION 1**

### **I. BACKGROUND/INTENT**

The Montgomery County Commission for Women (CFW) is seeking assistance supporting its 50<sup>th</sup> anniversary celebration. The celebration is Saturday, June 5, 2022. The event will bring up to 350 people from throughout the county and will include elected officials, community groups, advocates and community members.

The CFW is seeking assistance in planning the event. Plans includes having a short ceremony, followed by a DJ for dancing, field/lawn games, face painting, balloon animal artist, a moon bounce, and other family friendly activities. The CFW is seeking assistance with overall event management and production expertise. It is critical that the event be family friendly, fun, informative, and interactive. The celebration will be from 2:00pm-5:00pm at Wheaton Regional Park.

### **SCOPE OF SERVICES**

1. The Contractor will be responsible for working with the County to manage and implement the 50<sup>th</sup> anniversary celebration scheduled for Saturday, June 5, 2022.
2. The Contractor will be required to manage and implement all aspects of the event, including, but not limited to: setup, (time of setup will be discussed at a planning meeting) including tenting, furnishings, tables, chairs, production, sound, DJ, lawn games, and acquiring talent for a family oriented fun event, such as face painters and balloon animal artists. The Contractor will also be responsible for acquiring and managing a moon bounce.
3. Overseeing and implementing load-in and load-out of all temporary structures/tenting, facilities, equipment and supplies.
4. Working with the County in creating and overseeing run-of-show and rundown (including appropriate safety measures), managing all aspects of entertainment and program onsite and serve as a contact alongside County.
5. The Contractor must be available to meet with Commission for Women staff to plan the event between 9 am and 5:30 pm on weekdays, as well as on evenings, weekends and holidays as the event date gets closer. It is anticipated that working nights and weekends will occur on or about June 5, 2022. At least 48 hours advance notice will be given prior to after normal business hour requests.
6. Additional services may be required to ensure the success of the event. The County and Contractor will discuss the needs of the County throughout the planning process to ensure flexibility and additional services as needed.

### **II. CONTRACTOR'S RESPONSIBILITIES**

#### **1. Event Planning**

The Contractor will be responsible for ensuring all aspects of the event are successful. This includes, but is not limited to:

- a. Facilitating and overseeing the event from behind the scenes, ensuring that all guests are adequately accommodated and are having fun. Contractor will work closely with County staff on event implementation, including the day of.
- b. Managing and maintain all event stations
- c. Holding regular planning meetings with event committees to ensure all stakeholders are included.
- d. Creating a timeline and plan to meet all regulations and ordinances.

- e. Ensure proper planning for location of each of the vendors and participants.
- f. Develop plan for dealing with onsite emergencies, such as: medical emergencies, weather emergencies, crowd control issues, or other similar situations.
- g. Hold debrief with event committee within 1 week following the event.

### **III. OFFEROR'S QUALIFICATIONS**

The Offeror should have the following qualifications:

- a. More than five years of experience managing and implementing a family carnival/fair type of event;
- b. Experience working collaboratively with other entities;
- c. Experience establishing and maintaining effective working relationships with individuals, groups and other public and private entities.

### **IV. COUNTY'S RESPONSIBILITIES**

The County will identify a County employee to serve as the primary 50<sup>th</sup> anniversary coordinator/director to work with Contractor on all aspects of the event.

## **SECTION 2**

### **I. TERM**

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and upon the County's issuance of a Notice to Proceed and ends one year later. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. 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 up to two additional years.

### **II. 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:

- a. Approval or rejection by the Director, Office of Procurement, or designee. 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.
- b. Submission within sixty (60) days prior to contract expiration date if the contract is being amended.
- c. 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.
- d. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- e. The price adjustment, including its effective date, must be incorporated into a written contract amendment.

III. METHOD OF AWARD/EVALUATION CRITERIA

The Commission for Women will evaluate written proposals based on the below criteria. The Commission for Women will also review an offeror for responsibility. The Commission for Women will make its award recommendation of the highest ranked offeror based on the Office's written proposals scores; and its responsibility determination.

**Written Proposal Evaluation Criteria:**

The Evaluation Committee (EC) will evaluate the written proposals based on the following criteria:

Points

- |  |    |
|--|----|
| 1. Experience and Knowledge: Success history with events of this size/nature.  | 30 |
| 2. Proposed Work Program: Ability to successfully staff and manage the day of the event.   | 30 |
| 3. Pricing   | 20 |
| 4. Administrative Skills: Qualifications of contractor/organization; proven effectiveness; communication skills; planning and follow-up. | 20 |

Total Points: 100

**Interview Evaluation Criteria**

The EC will evaluate the interviews based on the following criteria.

- |  |    |
|--|----|
| 1. Experience providing service to diverse organizations and community groups  | 40 |
| 2. Demonstrated qualifications and experience in this type of work, including the responsibilities Outlined in the scope of work section | 50 |
| 3. Understanding of the mission and role of the Commission for Women   | 10 |

Total Points: 100

The County reserves the right to cancel the solicitation.

IV: PROPOSAL SUBMISSION

The offeror must submit sufficient information to enable the Commission for Women to evaluate the offeror's capabilities and experience. Proposals submitted in response to this solicitation must follow the format below and must not exceed a total of 10 double-spaced pages, single-sided. Resumes and letters of reference are not included in this page limitation.

- A. A one-page letter of introduction which includes the following:
  - 1. Date of proposal submission.
  - 2. Correct legal business name and address of the organization/offeror;
  - 3. Contact person, phone number, fax number, and email address; and,
  - 4. The date on which the offeror is prepared to begin providing services.
  - 5. Signature of person who is authorized to bind the firm to a contract.
- B. A narrative work plan, not to exceed three (3) double spaced, single-sided pages, describing how the Offeror will manage the CFW 50<sup>th</sup> year Anniversary event.
- C. Detailed documentation which does not exceed seven (7) double spaced, single-sided pages which describes the following:
  - 1. Your firm's experience planning and implementing carnival type events or similar.
  - 2. Your firm's experience working with multiple organizations, including but not limited to nonprofits, government entities and community-based organizations.
  - 3. Your firm's experience in hiring/working with DJ, sound, production, and producing a family environment fun event; and
  - 4. Your firm's experience in program management working with a broad network of independent organizations.
  - 5. Specify whether your firm's owner, president, or chief executive officer or officers will be present during carnival operations and, if not, your firm's procedures for delegating authority to responsible



- supervisory personnel
- 6. Describe Offeror's final clean-up plans to ensure safe removal of all event related materials.
- 7. Explain current safety policies (including policies related to COVID-19) and procedures that affect employees and the public
- 8. Describe Offeror's policies and procedures related to background checks of those assigned to the fair/festival.
- 9. Describe Offeror's crisis response and management plan, how employees respond to an emergency, and how management assists the County investigation, deals with the press, follows up on occurrences, and initiates preventative measures to ensure no future reoccurrences
- D. Complete Attachment A, References. References will be checked during the responsibility check and will not be a part of the evaluation criteria. References may be contacted to attest to the quality and timeliness of the Agency's work as it pertains to the requirements of this solicitation.
- E. Signed Acknowledgement Page (Page 4)
- F. Completed Wage Requirement form (PMMD-177, see page 3 and Page 9 V.5 for the link to the Wage Requirement Form)
- G. Completed Minority, Female, Disabled Person Subcontractor Performance Plan (PMMD-65).

V. AWARD SUBMISSIONS

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

- 1. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)).
- 2. Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment B.
- 3. The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
- 4. 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.
- 5. 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](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf)))

VI. 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. 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.

The County will pay the Contractor for all services under this Contract at the fully-burdened rate of \$110 per hour, though not to exceed \$10,000.

VII. CONTRACT ADMINISTRATOR 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.

USING DEPARTMENT

The contract administrator's duties are defined in the General Conditions of Contract between County &

Contractor, Section J, item #6.

CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is Jodi Finkelstein.

VIII. SPECIAL TERMS

Montgomery County Code and Procurement Regulations

The Montgomery County Code and Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

Qualifications of Offerors

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

IX. 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:

- (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.

## Informal Mini Solicitation #1142544

### 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;
  - (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

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

### 8. DISPUTES

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

### 9. DOCUMENTS, MATERIALS, AND DATA

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

### 10. DURATION OF OBLIGATION

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

### 11. ENTIRE AGREEMENT

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

### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).

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

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

### 13. GUARANTEE

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

### 14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and

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Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

### 17. INCONSISTENT PROVISIONS

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

### 18. INDEMNIFICATION

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

### 19. INDEPENDENT CONTRACTOR

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

### 20. INSPECTIONS

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

### 21. INSURANCE

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

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

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

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

<u>100</u>	<u>Up to 50</u> <u>Up to 1,000</u>	<u>Up to</u> <u>1,000</u>
Over		
Workers Compensation (for contractors with employees)		
Bodily Injury by		
Accident (each)	100	100
100	See	
Disease (policy limits)	500	500
500	Attachment	
Disease (each employee)	100	100
100		
Commercial General Liability	300	500
1,000	See	
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	Attachment	
Minimum Automobile Liability (including owned, hired and non owned automobiles)		
Bodily Injury		
each person	100	250
500	See	
each occurrence	300	500
1,000	Attachment	
Property Damage		
each occurrence	300	300
300		
Professional Liability*	250	500
1,000	See	
for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	Attachment	
Certificate Holder Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Ste 330 Rockville, Maryland 20850		

\*Professional services contracts only

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

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

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

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## Informal Mini Solicitation #1142544

### 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 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.

## Informal Mini Solicitation #1142544

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

### 31. TIME

Time is of the essence.

### 32. WORK UNDER THE CONTRACT

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

### 33. WORKPLACE SAFETY

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

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



**ATTACHMENT 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: \_\_\_\_\_

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**

***Event Planner to Assist with the 50<sup>th</sup> Anniversary Celebration of the Commission for Women*** – Wheaton Regional Park  
6/5/22 Moon Bounce, Tents, DJ and Dancing, Field/Lawn Games, Family Friendly Fun Activities

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

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

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

**Additional Insured**

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

**Policy Cancellation**

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

**Certificate Holder**

Montgomery County, MD  
Community Engagement Cluster  
21 Maryland Ave. Suite 330  
Rockville, Md 20850

**ATTACHMENT C**

**MONTGOMERY COUNTY, MARYLAND  
Non-Disclosure Statement for County Contractors**

**Program Management and Support Services for the  
Commission for Women’s 50<sup>th</sup> Anniversary Event**

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I understand that I may be permitted access to certain County records of a confidential, sensitive, or privileged nature. Those records may include personnel records, personal data, technical information, payroll records, and other records of a sensitive nature.

I will not disclose any confidential, privileged, or sensitive records or any contents of same, to any person unless authorized to do so in writing by a County employee responsible as custodian of the records in question. I acknowledge that I do not have the authority to make decisions concerning the release of any such records. I will not use confidential or privileged records, unless authorized to do so by the County.

I understand that this duty not to disclose any confidential, privileged or sensitive information is a continuing duty after this engagement expires or is terminated. I understand that the unauthorized disclosure of privileged or confidential information may subject me to civil damages, civil penalties, or criminal prosecution.

\_\_\_\_\_  
Contractor’s Employee Signature Date

\_\_\_\_\_  
Contractor’s Employee Printed Name

\_\_\_\_\_  
County Contract Administrator Date

Please return this signed form with your proposal

ATTACHMENT D

FEE SCHEDULE

The Offeror must provide a fully burdened Hourly Rate. The fully burdened hourly rate must include any and all costs for the performance of work as outlined herein, and be fully burdened including all overhead and costs for benefits, insurance, and profit, etc.

Program Management and Support Services for the Commission for Women's 50<sup>th</sup> Anniversary Event

\$\_\_\_\_\_per hour

In addition to the above hourly rate, Offerors can also submit packages or options offerors provide for such services as outlined herein.