Montgomery County Government



Local Small Business Reserve Program (LSBRP) Informal Small Purchase Solicitation for

1193547 Plastic Bags

Alcohol Beverage Services

NOTICE OF INFORMAL SOLICITATION

1193547 Plastic Bags

SOLICITATION SUMMARY	Montgomery County, Maryland is soliciting bids for the provision of Plastic Bags as outlined in this Informal Small Purchase Solicitation. The Department of Alcohol Beverage Services, which operates several retail stores throughout the county, requires a supply of plastic bags for retail use.	
ISSUE DATE	10/29/2026	
BID DUE DATE	Bids are due on 11/6/2026 no later than 3:00 PM EST	
WAGE LAW APPLICABILITY	☐ YES	☐ NO
PREVAILING WAGE LAW APPLICABILITY	☐ YES	☐ NO
QUESTIONS CONTACT	Tolulope Dokun from the Department of Alcohol Beverage Services at 240-777-6633 or via email at Tolulope.Dokun@montgomerycountymd.gov.	
QUESTIONS DUE DATE	11/2/2026	
BID SUBMISSION	Submit bids electronically to Tolulope.Dokun@montgomerycountymd.gov. Bids received after the due date and time will not be considered.	

TABLE OF CONTENTS

NOTICE OF INFORMAL SOLICITATION....2
ATTACHMENTS....3
LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE....4
SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP....5
SECTION 1. SCOPE OF WORK....6
SECTION 2. SPECIAL TERMS AND CONDITIONS....7
SECTION 3. PRICING AND DELIVERY SCHEDULE....11
APPENDIX 1. MANDATORY SUBMISSION INSTRUCTIONS....12
APPENDIX 2. ADDITIONAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS....13

ATTACHMENTS

ATTACHMENT A. MONTGOMERY COUNTY, MARYLAND GENERAL TERMS AND CONDITIONS OF CONTRACT....16
ATTACHMENT B. QUOTATION SHEET AND DELIVERY SCHEDULE....33
ATTACHMENT C. MANDATORY INSURANCE REQUIREMENTS....35
ATTACHMENT D. REFERENCES....40
ATTACHMENT E. ACKNOWLEDGEMENT PAGE....41

LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

1193547 Plastic Bags

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.

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

- Submit an application as a LSBRP firm prior to the bid due date. If your LSBRP status is not application submitted/certified in the County's database prior to the bid due date and time, your bid will be deemed non-responsive and rejected. Go to the LSBRP web site and follow the instructions under “Register.”
- After the solicitation closes and upon notification by the County, provide within three (3) business days the LSBRP documentation of: all business location(s) (if more than one); number of employees by location; and annual gross revenue of the business for the past three fiscal years.

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, alternative documents might be accepted.

If, after receipt of these documents, the County finds that your firm does not meet the LSBRP requirements, your bid will be deemed non-responsive and rejected. For questions, contact the LSBRP Program Manager at 240-777-9913 or lsbrp@montgomerycountymd.gov.

SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP

This Informal Small Purchase Solicitation is being advertised under the Local Small Business Reserve Program (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the solicitation advertisement for a minimum of five (5) days as non-LSBRP.

Any advertisement extension will be in the form of a solicitation amendment with the reissuance of the solicitation.

If you have any questions, please contact Tolulope Dokun, Tolulope.Dokun@montgomerycountymd.gov.

SECTION 1. SCOPE OF WORK

1. Background

Montgomery County Government's Department of Alcohol Beverage Services (ABS) operates 27 retail stores selling beverage alcohol. ABS provides plastic shopping bags to customers who request them at the time of purchase. ABS requires a vendor to supply plastic shopping bags in accordance with the specifications outlined in this solicitation.

2. Intent

The intent of this Informal Request for Quotation (RFQ) is to solicit quotations for the supply and delivery of plastic shopping bags for Montgomery County, Maryland, Department of Alcohol Beverage Services, in accordance with the terms, conditions, specifications, scope of work, and quotation sheet contained in this solicitation.

3. Scope of Service

The Contractor shall supply and deliver plastic shopping bags, commonly referred to as “t-shirt bags,” with handles similar to those used in grocery stores. The bags shall meet the following minimum specifications:

Specification	Requirement
Bag type	T-shirt-style plastic shopping bags with handles
Material	High-density polyethylene (HDPE), or equivalent material meeting the required performance standards
Thickness	Minimum of 12 microns
Dimensions	Approximately 11.5" wide × 6.25" gusset × 21" high
Dimensional tolerance	Dimensions may vary by up to 1 inch
Packaging	Exactly 500 bags per box

The Contractor shall ensure that all bags meet the specifications listed above and are suitable for carrying retail purchases. All bags shall be new, unused, and free from defects.

The Contractor shall provide pricing in accordance with the Quotation Sheet. Unless otherwise specified, quoted prices shall include all costs associated with supplying and delivering the bags, including packaging, transportation, shipping, and handling.

4. Mandatory Contractor Qualifications

The Contractor must meet the following minimum qualifications:

- Be a registered business in good standing with Montgomery County, if applicable.
- Have experience supplying products to government or corporate customers.
- Provide references from at least three government or corporate customers upon request.
- Demonstrate the ability to meet the County's delivery requirements.

- Comply with all applicable federal, state, and local laws and regulations.

The County reserves the right to verify the information provided by the Contractor and determine whether the Contractor meets the requirements of this solicitation.

5. Contractor's Responsibilities

The Contractor shall be responsible for providing all labor, materials, equipment, supplies, and resources necessary to fulfill the requirements of this solicitation. Responsibilities include:

- Supply plastic bags in accordance with all specifications in this solicitation.
- Package all plastic bags in boxes containing exactly 500 bags each.
- Deliver all required products to the designated County warehouse or retail locations as instructed.
- Ensure all products meet quality, packaging, and performance standards.
- Maintain reliable communication with the County regarding order status, delays, or issues.
- Comply with all applicable federal, state, and local regulations related to production, packaging, and delivery.

6. County's Responsibilities

The County will provide purchase orders for all requested items. The Department of Alcohol Beverage Services will provide delivery information and any additional details necessary to facilitate a smooth and efficient delivery process. The County will also designate a point of contact to address any questions related to orders, delivery, or product specifications. Any changes to the scope of work or product requirements will be communicated in writing by the Contract Administrator.

SECTION 2. SPECIAL TERMS AND CONDITIONS

2.1. General Conditions

The General Terms and Conditions of Contract (Attachment A) are incorporated and made part of this Informal Small Purchase Solicitation and any resultant contract, except that the insurance requirements are replaced by the Mandatory Insurance Requirements listed in Attachment C (or applicable waiver language, if Risk Management has waived the requirement).

2.2 Annual Price Adjustment (CPI)

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:

- Approval or rejection by the Director, Office of Procurement or designee.
- Must be submitted 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 to the County under the contract terms.

- Must be submitted sixty (60) days prior to the contact expiration date, if the contract is amended.
- May not be approved in an amount that exceeds 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 not exceed 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, unless a commodity or service group is specifically stated below:

The County will approve only one price adjustment for each contract term, if a price adjustment is approved.

- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Must be executed by written contract amendment.

2.3 Compensation

The County will pay the Contractor in accordance with the unit price or catalog discount listed on the Quotation Sheet, within 30 days after the County's receipt and acceptance of a proper invoice submitted by the Contractor and in a form approved by the County.

2.4 Contract Administrator

A Contract Administrator will be designated by the Director, Office of Procurement or authorized representative, along with the duties and responsibilities outlined in Attachment A. General Terms and Conditions for Contract, Section 8, the Contract Administrator is responsible for:

- Instructing the Contractor of the details of work required including the labor and the material/equipment to be used;
- Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records;
- Approving the rental of equipment and/or tools that may be considered "not customary" to the trade;
- Inspecting all work performed and authorizes payment upon acceptance.

The designated Contract Administrator for the Department of Alcohol Beverage Services is Tolulope Dokun, Tolulope.Dokun@montgomerycountymd.gov, Phone#: 240-777-6633.
The Contract Administrator for any other department will be identified on an applicable Purchase Order or a Contract Amendment.

2.5 Contract Term

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal. The Director may exercise

this option to renew for two (2) additional one-year periods. The contract will automatically terminate once $99,999 has been spent.

2.6 Independent Contractor/Contractor Conduct

For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.

The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.

The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.

The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor, or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other Count employee benefits.

The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.

Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel, or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.

The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.

All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.

The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.

The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

2.7 Invoices

All true and correct invoices and all inquiries regarding payment are to be sent to Dianne.Carpenter@montgomerycountymd.gov. **Failure to promptly comply with this requirement will delay payment.**

2.8 Method of Award

This Informal Small Purchase Solicitation will be awarded to the one bidder with the lowest responsive bid(s) who are responsible, as determined by the Director, Office of Procurement. The lowest bid will be determined by the lowest aggregate price total set forth on the Quotation Sheet.

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities, and to award the Contract in the best interests of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete in a timely manner contracts of a similar nature, or if investigation shows the bidder is unable to perform the requirements of the contract.

2.9 Prompt Payment Discount Terms

Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

2.10 Purchase of Goods by Non-Profit Organizations

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

2.11 Travel Time

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

2.12 Samples

Samples may be required prior to award of the Contract. Samples must be free of charge to the County within 5 business days upon request by the County, delivered to Alcohol Beverage Services, 201 Edison Park Drive, Gaithersburg, MD 20878

SECTION 3. PRICING AND DELIVERY SCHEDULE

3.1 Quotation Sheet

The bidders must complete the Quotation Sheet in full, per the accompanying instructions.
Any deviation, exception, or alternative to the Small Purchase requirements shall be expressly identified in writing; otherwise, the bidder is deemed to have quoted in full compliance. Incomplete, conditional, or non-conforming quotations may be rejected as non-responsive.

Prices are net and must include ALL charges, including shipping/freight/delivery, necessary to provide the products listed on this solicitation. The estimated annual quantities listed below are estimations only and do not express a commitment to purchase in those exact amounts.

Samples may be required prior to receiving an award

See Attachment B for the Quotation Sheet.

3.2. Delivery Schedule

Alcohol Beverage Service will place orders on an as-needed basis throughout the contract term. The County does not guarantee any minimum or maximum order quantities. Orders will be issued when operational requirements arise, and the awarded Contractor must be able to fulfill these orders in a timely and reliable manner. Pricing, delivery expectations, and product availability must remain consistent with the terms of the contract at the time each order is placed. The Contractor is expected to maintain adequate inventory and resources to fulfill requests.

All delivery charges must be included in the unit prices listed on the Quotation Sheet. No additional delivery fees will be accepted.

NOTE: the number of calendar days for delivery will be calculated after receipt of a Purchase Order or release against a Blanket Purchase Order.

Offerors **must confirm** that pricing is **FOB Destination**.
FOB Destination Confirmed:
☐ Yes
☐ No (proposal will be deemed non-responsive)

Required Delivery Timeframe
All deliveries must be completed within 15 calendar days from receipt of the Purchase Order or release under a Blanket Purchase Order.

Delivery Delays
If the Contractor is delayed at any time in the delivery of supplies, materials, equipment, and/or services due to acts or neglect by another contractor employed by the County, County-directed changes, strikes, lockouts, fires, unusual transportation delays, unavoidable casualties, or any other causes beyond the Contractor's control, the County will determine the extent of the delay and whether it is justified. If the delay is deemed justified, the County may grant a reasonable extension of time for completion.

Time Extensions for Delays
If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

APPENDIX 1. MANDATORY SUBMISSION INSTRUCTIONS

7. Mandatory Bid Submissions

Bids must be submitted no later than the date and time listed in the Notice of Informal Solicitation to Tolulope Dokun, Tolulope.Dokun@montgomerycountymd.gov. Bids submitted after that date and time will not be considered.

Failure of a bidder to submit all required bid submissions may render its bid non-responsive as determined by the Director, Office of Procurement. Bidders must submit the following documents:

- A cover letter with a brief description of the business entity, including the offeror's name, address, telephone number, and email address.
- Completed Acknowledgement (see Attachment E).
- Completed Quotation Sheet (see Attachment B).
- References (see Attachment D).
- If this solicitation is subject to the **Wage Requirements Law Certification** (see Notice of Informal Solicitation), the offeror must submit the appropriate Wage Requirements Law forms. Failure to submit the required information may cause the offeror's proposal to be unacceptable and rejected.
- The Minority, Female, Disabled Persons Subcontractor Performance Plan. This plan must be submitted with the bidder's quote to ensure a contract can move forward.

8. Mandatory Award Submissions

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

- The Minority, Female, Disabled Person Subcontractor Performance Plan (for contract value greater than $50,000).
- Certificate of Insurance (see Attachment C).

If this solicitation is subject to the Wage Requirements Law, the awardee must submit the Certification of Posting the Wage Requirements Notice.

Failure to submit information in a timely manner as indicated may be cause to consider the Bidder non responsible.

APPENDIX 2. ADDITIONAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

1. Award or Rejection of Bid

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities, and to award the Contract in the best interests of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder is unable to perform the requirements of the contract.

2. Bid Preparation Expenses

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

3. Bid Withdrawal/Modification

A bidder may withdraw and make edits to a bid before the solicitation's closing date and time by contacting Tolulope Dokun, Tolulope.Dokun@montgomerycountymd.gov Withdrawal and resubmission must occur before the closing date and time.

4. Determination of Responsibility

The bidder has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. The County reserves the right to consider a bidder non-responsible who has previously failed to perform properly, complete contracts in a timely manner, or if investigation shows the bidder is unable to perform the requirements of the contract.

5. Late Bids

Bids 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.

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

Contractors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT. The County will verify this status and cannot enter into a contract with a firm that has a 'Forfeit' status until the status is rectified.

7. Minority, Female, Disabled Person Program Compliance

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. Information regarding the County's MFD program can be found on the Office of Procurement website.

8. Montgomery County Code and Procurement Regulations

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

9. Name and Signature Requirements for Bids and Contracts

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) 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 full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that 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 signature on the bid, contract, amendment, 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 a bid or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the bidder or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

10. Obtaining Solicitation Amendments

When the County determines that material changes to the solicitation are necessary, the County Department will issue a formal amendment. Only amendments issued by the County are binding.

11. Proprietary & Confidential Information

The County has unlimited data rights regarding bids submitted in response to its solicitations. Information deemed confidential commercial or financial information, as defined by the Maryland Public Information Act (MPIA), will be exempted from disclosure if the bidder can demonstrate the information is customarily and actually treated as private and was provided under an assurance of privacy. It is the bidder's responsibility to clearly identify each part of the bid it believes is confidential by stamping the bottom right-hand corner of each pertinent page “confidential” or “proprietary.”

12. Qualification of Bidders

Bidders 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 on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility, or place of business to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

13. Questions

All technical and procurement questions pertaining to this solicitation are to be directed to the individual(s) identified in the Notice of Informal Solicitation. The Office of Procurement also maintains an electronic Frequently Asked Questions section on its website that may answer your questions.

14. Registered Vendor

The first step in doing business with Montgomery County is to become a registered vendor in the online County Vendor Registration System (CVRS). Go to: Montgomery County Vendor Registration System

15. Verbal Explanations

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Informal Small Purchase Solicitation will not be binding on the County. Any information given to a bidder, in response to a request, will be furnished to all bidders as a solicitation amendment if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to uninformed bidders. Only amendments issued by the County Department will be considered binding on the County.

ATTACHMENT A.
MONTGOMERY COUNTY, MARYLAND GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS. As used in this Contract, the following words have the following meanings:

1.1. **"County Data"** means all data created by or in any way originating with the County, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the County, whether such data or output is stored on the County's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the County or by the Contractor.

1.2. "**Contractor Data"** means all data created by or in any way originating with the Contractor, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the Contractor, whether such data or output is stored on the County's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the County or by the Contractor.

1.3. "**Data Breach"** means the unauthorized access of Personal Information (PI), Individually Identifiable Health Information, and/or non-public County Data in the possession of the Contractor by a non-authorized person(s).

1.4. "**Deliverable**" means any of the goods, services, documents and/or materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data created and/or provided by Contractor or its subcontractor(s) specifically for the County under a contract.

1.5. "**Individually Identifiable Health Information**" means information that is a subset of health information, including demographic information collected from an individual, and:

1.5.1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and

1.5.2. relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

1.5.2.1. that identifies the individual; or

1.5.2.2. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "**Personal Information (PI)**" means personal data as defined in the Protection of Information by Government Agencies Act, currently found at MD Code Ann., State Government, §10-1301(c), as amended.

1.7. "**Protected Health Information**" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

1.8. "**Security Incident**" means the potentially unauthorized access by a non-authorized person(s) to Personal Information (PI), Individually Identifiable Health Information, and/or non-public County Data that the Contractor believes could reasonably result in the use,

disclosure or theft of such information within the possession or control of the Contractor. A security incident may or may not turn into a Data Breach.

2. ACCOUNTING SYSTEM, ACCURATE INFORMATION, AND AUDIT.

2.1. 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.

2.2. 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.

2.3. 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.

3. ASSIGNMENTS AND SUBCONTRACTS.

3.1. 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.

3.2. The Contractor must identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who will be involved in any application development and/or operations.

3.3. 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 creates 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.

4. CHANGES.

4.1. The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed, upon a finding that such change is in the best interests of the County. 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.

5. COMPLIANCE WITH APPLICABLE LAWS.

5.1. Contractor must comply with all applicable Federal, State, County, and local laws and regulations including, but not necessarily limited to, the ones listed herein. 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.

5.2. Americans With Disabilities Act. The Contractor agrees to comply with the nondiscrimination requirements of Titles I and II, 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, and, without limitation, 28 C.F.R. § 35.200 et seq.

5.3. Accessibility of Web Content and Mobile Applications.

5.3.1. Contractor warrants that any information technology it provides to or develops for the County under this contract complies fully with Americans with Disability Act accessibility requirements for online content and mobile applications, as set forth at 28 C.F.R. 35.200.

5.3.2. Contractor must make available its current Voluntary Product Accessibility Template (“VPAT”), which describes the extent to which the application conforms to Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1, and must update such VPAT from time to time in accordance with its standard practices and not less than annually. Contactor must also provide copies of its VPAT upon County request.

5.3.3. The Contractor’s services must comply in all material respects with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA success criteria and conformance requirements. Contractor’s conformance to WCAG 2.1, Level AA is a material contractual obligation.

5.3.4. In the event the County receives any complaints or has concerns regarding the accessibility of the Contractor’s services, the Contractor must promptly provide the County with a written response outlining its plan to address such complaints or concerns or must provide written notice that it is unable to resolve them. The Contractor must address such complaints or concerns and must communicate regularly and promptly with the County regarding the status of any remediation efforts.

5.4. Displaced Service Workers Protection Act. 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.

5.5. Earned Sick and Safe Leave. 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/.

5.6. Ethics Requirements/Political Contributions.

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

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

5.6.1.2. a prohibition against kickbacks. Section 11B-51(b).

5.6.1.3. a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).

5.6.1.4. 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).

5.6.1.5. a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).

5.6.1.6. a prohibition against contingent fees. Section 11B-53.

5.6.2. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., *Election Law*, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., *Election Law*, §14-104(c)(2).

5.6.3. 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.

5.6.4. Immigration Reform and Control Act. The Contractor warrants that both the Contractor and its subcontractors do not, and will 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.

5.6.5. Intergovernmental Purchasing. 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 Md. Code Ann., State Fin. and Proc., §13-110(c).

5.6.6. 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.

5.6.7. 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.

5.6.7.1. The Contractor assures the County that, in accordance with applicable law, it does not, and 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.

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

5.6.8. No Retaliation. 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.

5.6.9. Prevailing Wage. The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within 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.

5.6.10. 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.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS.

6.1. Subject to the Maryland Public Information Act (Md. Code Ann., Gen. Prov. §4-101, et. seq.) and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) must be held in confidence by the other party. Each party is, however, permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its personnel and agents to the extent that such disclosure is necessary for the performance of their duties under this contract.

6.2. Each party must advise each of its personnel and agents to whom any of the other party's confidential information is to be disclosed of the obligations hereunder.

6.3. The provisions of this Section do not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

7. CONSTRUCTION, CONFLICTING TERMS, AND VENUE.

7.1. 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.

7.2. Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, and in the event of any inconsistency, these General Terms and Conditions of Contract, together with any Addenda thereto, supersede any terms and conditions supplied by the Contractor.

7.3. For purposes of litigation involving this contract, except for contract Disputes discussed in Section 11, Disputes, 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.

8. CONTRACT ADMINISTRATION.

8.1. The County's contract administrator is the Department representative designated by the Director, Office of Procurement, in writing, and is authorized to:

8.1.1. serve as liaison between the County and the Contractor;

8.1.2. give direction to the Contractor to ensure satisfactory and complete performance;

8.1.3. monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

8.1.4. serve as records custodian for this contract, including wage and prevailing wage requirements;

8.1.5. accept or reject the Contractor's performance;

8.1.6. furnish timely written notice of the Contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;

8.1.7. prepare required reports;

8.1.8. approve or reject invoices for payment;

8.1.9. recommend contract modifications or terminations to the Director, Office of Procurement;

8.1.10. issue notices to proceed; and

8.1.11. monitor and verify compliance with any MFD Performance Plan.

8.2. 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.

9. COST AND PRICING DATA.

9.1. Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost and pricing data be obtained from proposed awardees/contractors in certain situations. The Contractor guarantees that any cost and 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

10. DISPUTES.

10.1. 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.

10.2. 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 purposes 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).

10.3. The Contractor must notify the County's contract administrator of a claim in writing and must make a good faith effort to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee.

10.4. The Contractor must file a dispute with the Director within 30 days of the event giving rise to the claim (unless the contract provides otherwise), whether or not the contract administrator has responded to the written notice of claim or resolved the claim. The Contractor waives any dispute not timely filed. The Director, Office of Procurement, must dismiss a dispute that is not timely filed.

10.5. 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 necessary for determination of the dispute. All relevant documentation must be provided with the written dispute.

10.6. If the Director denies a dispute, in whole or in part, the Contractor may file a contract dispute appeal with the County's Chief Administrative Officer (CAO). The dispute appeal must be filed within 30 days after the party receives the Director's decision. If no decision is rendered by the Director within 45 days of the Director's receipt of the dispute, and the parties have not agreed to an extension of time, then the dispute appeal must be filed within 75 days after the party filed the dispute. Upon receipt of the contract dispute appeal, the CAO must review the dispute de novo, but the CAO must not consider any grounds except those presented by the filing party in the initial dispute filing. The dispute appeal must identify the relief sought and all grounds and materials supporting the request for relief. The appealing party must provide a copy of the dispute appeal to the opposing party, the Director and the County Attorney.

10.7. The Contractor may pursue judicial review of the final decision of the CAO to the Circuit Court in accordance with the Maryland Rules governing judicial review of administrative

agency decision (Maryland Rules 7-201, et. seq.) and as provided under Section 11B-35(d) of the Code. Either the Contractor or the County may appeal the Circuit Court's decision to the appellate courts of Maryland.

10.8. At the County's option, the Contractor agrees to be made a party to any related dispute involving another contractor.

11. DOCUMENTS, MATERIALS AND DATA – OWNERSHIP AND USE.

11.1. All documents, materials, and/or data generated 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.

11.2. The Contractor must not access County user accounts or data, except:

11.2.1. as necessary to provide the goods and services described in this contract;

11.2.2. as required by the express terms of this contract;

11.2.3. in response to service or technical issues; or

11.2.4. at the County's written request.

11.3. 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. Except as may otherwise be set forth in this contract, Contractor must not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any information or material provided to Contractor by the County or developed by Contractor relating to the contract.

12. DURATION OF OBLIGATION.

12.1. 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.

13. ENTIRE AGREEMENT.

13.1. 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.

14. GUARANTEE AND WARRANTY.

14.1. The Contractor guarantees all goods, services, and construction provided under the contract, including any products or materials used in the course of providing the goods, services, and/or construction. The Contractor further guarantees that all products offered (or used in the installation of those products) carry a guarantee and/or warranty against any and all defects. These guarantees are in effect for one year from the date of the County's acceptance of the goods, services or construction, unless a longer period is: (1) agreed upon by the Parties in the contract; (2) provided by the manufacturer; or (3) specified in the County's written solicitation.

14.2. 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 additional cost to the County and to the County's satisfaction.

14.3. 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.

14.4. All warranties and guarantees must be in effect from the date of the County's acceptance of the goods, services, or construction.

14.5. 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.

14.6. The Contractor guarantees that all work will 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.

15. GENERAL INDEMNIFICATION AND HOLD HARMLESS.

15.1. The Contractor is responsible for any loss, personal injury, bodily 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.

16. INDEPENDENT CONTRACTOR.

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

17. INSPECTIONS.

17.1. 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).

18. INSURANCE.

18.1. Prior to contract execution by the County, the Contractor must obtain, at its own cost and expense, the minimum insurance specified by the County, 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 must not

be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the Contractor to the County, nor is failure by the County to request evidence of this insurance in any way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

18.2. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Prior to award of this contract, and prior to any contract modification extending the term of the Contract, and upon request by the County, the Contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance, as evidence of compliance with this provision. If requested by the County, the Contractor must provide a copy of any and all insurance policies to the County.

18.3. 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 where required by Minimum Insurance Requirements.

18.4. Contractor must provide to the County at least 30 days' written notice of a cancellation of, or a material change to, an insurance policy. A cancelled policy must be replaced with a new policy including the same insurance coverage(s) type and limits equal to or greater than the expired policy(s). A copy of the new Certificate of Insurance must be provided promptly to the County. In no event may the insurance coverage be less than that shown on the applicable Minimum Insurance Requirements documentation provided by the County.

19. INTELLECTUAL PROPERTY.

19.1. Ownership of all copyrights, patents, trademarks, trade secrets, and any other intellectual property existing prior to the Effective Date of this contract remains with the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property").

19.2. If the Contractor will be preparing, providing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, design, process, device, material, or other item that is subject to a copyright, trademark, patent, or other property or privacy right, then the Contractor must obtain all necessary licenses, authorizations, permissions, and approvals related to its use and obtain all necessary licenses, authorizations, permissions, and approvals to permit the County to use such item(s) pursuant to the County's rights granted under the contract.

19.3. The Contractor agrees that any and all Deliverable(s) are the sole property of the County and must be available to the County at any time. The County has the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this contract. Deliverables do not include Pre-Existing Intellectual Property.

19.4. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverable(s), Contractor grants to the County a license to use such Pre-Existing Intellectual Property in connection with the County's permitted use of the Deliverable(s).

20. LIMITATION OF COUNTY'S LIABILITY.

20.1. Any obligation or liability of the County arising in any way from this contract is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc., §§5-301, et seq. (the "LGTCA"), the immunities and prohibited actions with respect to the County and its personnel set forth in Md. Code Ann., Cts. & Jud. Proc., §§5-501, et. seq., and the provisions governing contract claims against the County set forth in Md. Code Ann., Cts. & Jud. Proc. §5-5a-02, (together the "Applicable County

Liability Statutes"), all as amended from time to time. Any indemnification given by the County in this contract is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the Applicable County Liability Statutes, as applicable.

21. NON-INFRINGEMENT AND INDEMNIFICATION.

21.1. The Contractor warrants that the Deliverables provided to the County do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party.

21.2. To the extent any Deliverable(s) incorporates any third party's intellectual property, Contractor warrants that Contractor has the right to use such third-party intellectual property in connection with provision of the Deliverable and that it has obtained, to the extent necessary, permission for the County to use the third-party intellectual property in connection with the County's permitted use of the Deliverable(s).

21.3. The Contractor must protect, indemnify, and hold harmless the County, and its agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, demands, and judgments (including, without limitation, litigation costs, lost employee time, and counsel fees) arising out of or in connection with any third party claim based upon or arising out of any allegation of infringement, misappropriation, 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, the Contractor-provided products/services this contract and/or the performance by the Contractor of any of its activities or obligations under this contract.

21.4. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Contractor is, or in the Contractor's reasonable judgment is likely to be, held to constitute an infringing product, the Contractor must, at its expense and option, either:

21.4.1. Procure the right for the County to continue using the Product(s);

21.4.2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

21.4.3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the contract, or only alters the Product(s) to a degree that the County agrees to and accepts in writing.

21.5. The Contractor must report to the County, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to any product, service, or data delivered under this contract.

22. PAYMENT AUTHORITY.

22.1. 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, late fees, or shipping fees that are not provided for in the contract. The Contractor must not 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.

22.2. If this contract provides for an additional contract term 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.

23. P-CARD OR SUA PAYMENT METHODS.

23.1. 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. 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.

24. PERSONAL PROPERTY.

24.1. 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.

25. PRIVACY AND INFORMATION SECURITY.

25.1. Encryption of Data at Rest. The Contractor must ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Information, unless the Contractor presents a justifiable position approved by the County that Personal Information must be stored on a portable device in order to accomplish work as defined in the contract.

25.2. Health Insurance Portability and Accountability Act (HIPAA). 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.

25.3. Maryland Protection of Information by Government Agencies ("PIGA"). 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, et seq.

25.4. No Sale or Redisclosure. Any data provided by the County to the Contractor under this contract that constitutes personal records or sensitive data, both as defined by Md. Code Ann., State Gov't § 10-1702, or geolocation data must not be sold or redisclosed by the Contractor. Contractor must bind its subcontractors to these no-sale and no-redisclosure requirements.

25.5. Payment Card Industry Compliance. In any contract where the Contractor provides a system or service that involves processing credit card payments ("Payment Solution"), the Contractor must ensure that the Payment Solution is compliant with the Payment Card Industry Data Security Standard ("PCIDSS"), as determined and verified by the County's Department of Finance. The Payment Solution must process credit card payments using a Merchant ID ("MID") obtained by the County's Department of Finance and held in the County's name as the merchant of record unless the Department of Finance determines, in its sole discretion, that use of a County MID is not feasible for the specific Payment Solution. Use of an MID obtained and held by the Contractor in the Contractor's name as merchant of record is prohibited unless the Contractor obtains prior written approval from the County's Department of Finance. Approval may be granted only as a last resort measure when the Department of Finance determines that no technically or operationally feasible County-issued MID configuration is available. Any such approval will be limited, conditional, and subject to additional security, reporting, and monitoring requirements as established by the Department of Finance. The Contractor must comply with all requirements set forth in the County's PCI Security Addendum and Vendor Security Addendum.

25.6. Protection of County Data. Contractor must safeguard the confidentiality, integrity and availability of County Data and comply with the following conditions:

25.6.1. Contractor must implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures must be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.

25.6.2. Contractor must ensure that all County Data is backed up and is recoverable by the Contractor.

25.6.3. All personal data must be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.

25.6.4. County Data must not be copied, disclosed or retained by the Contractor for subsequent use in any transaction that does not include the County.

25.6.5. All County Data must be stored solely in data centers located in the United States. Contractor must not allow its employees, agents or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its data centers located in the United States. The Contractor must not permit its personnel and contractors to access County Data remotely except as may be required to provide technical support.

25.6.6. Prohibition on Use of County Data for AI Training:

25.6.7. Contractor must not use, and must not permit any third party to use, any County Data for the purposes of training, fine-tuning, or otherwise improving any artificial intelligence (AI), machine learning (ML), or similar models, including large language models, neural networks, or any data processing tools that derive insights or functionality through algorithmic training, unless specifically defined in the contract.

25.6.8. No Derivative Works from County Data:

25.6.9. Contractor must not create, or assist in the creation of, any derivative works or data sets based on County Data for the purpose of developing or enhancing any AI models or algorithms.

25.6.10. Data Segregation:

25.6.11. Contractor must implement appropriate technical and organizational measures to ensure that County Data is segregated from any data sets used for AI training.

25.6.12. Prior consent to AI Features:

25.6.13. Contractor must not introduce or make AI features available without explicit County approval. County must retain decision-making authority over the use of AI, even when Contractor introduces new features after the contract is signed.

26. RIGHT TO REMOVE INDIVIDUALS.

26.1. The County has the right at any time to require that the Contractor remove from involvement with the contract any Contractor employee, agent or representative who the County believes is detrimental to its working relationship with the Contractor or to the provision of services to the public.

27. SECURITY INCIDENT OR DATA BREACH NOTIFICATION AND LIABILITY.

27.1. The Contractor must report a Security Incident to the County within twenty-four (24) hours.

27.2. The Contractor must take all commercially reasonable measures to fully investigate a Security Incident and to confirm whether a Data Breach has occurred.

27.3. In the event the Contractor learns of, or reasonably believes that there has been, a Data Breach, the Contractor must:

27.3.1. Notify the County’s contract administrator no later than three (3) business days by telephone and email. Contractor’s report must include, to the extent known:

27.3.1.1. The nature of the unauthorized use or disclosure;

27.3.1.2. Identification of the data used or disclosed;

27.3.1.3. Identification of any individual(s) whose personal information or PHI was used or disclosed;

27.3.1.4. Identification of the individual(s) or group(s) who made the unauthorized use and/or received the unauthorized disclosure;

27.3.1.5. What action Contractor has taken and/or plans to take to mitigate any damages arising out of the breach.

27.3.1.6. Any other such information as reasonably requested by the County.

27.3.2. Take all commercially reasonable measures to fully to investigate and resolve the Data Breach;

27.3.3. Cooperate with the County and provide the County with any information needed by the County to comply with its legal obligations pursuant to the PIGA, HIPAA, and any other applicable laws. Such information may include, but is not necessarily limited to, the names and contact information of all persons whose personal information was acquired and/or was possessed by the Contractor as part of its performance under the contract;

27.3.4. Keep the County apprised of the status of Contractor's investigation insofar as it pertains to County Data and/or the contract, including, but not limited to, advising the County when any element of the Contractor's initial report, set forth in Paragraph 28.3 above, that was unknown becomes known;

27.3.5. Promptly implement appropriate remedial measures, if necessary; and;

27.3.6. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

27.4. If a Data Breach is a direct result of the Contractor's breach of its contractual obligations to encrypt personal data or otherwise prevent its release, the Contractor must bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

28. TERMINATION FOR CONVENIENCE.

28.1. 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. Payment for goods and/or services provided pursuant to the contract and accepted by the County prior to the date of termination, will be compensated in accordance with the contract.

28.2. If the contract is terminated for convenience, the Contractor may seek reimbursement for actual, reasonable expenses incurred by the Contractor, prior to the date of notification of

termination, specifically in connection with the Contractor's good faith efforts to perform, or prepare to perform, the subject contract. The Contractor is not entitled to reimbursement of costs for items that may be repurposed or returned by the Contractor. The Contractor is not entitled to recovery of anticipated profit, ordinary costs of doing business, or shared costs (i.e., a percentage of contractor's general operating costs). 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.

29. TERMINATION FOR DEFAULT.

29.1. The Director, Office of Procurement, may terminate the contract in whole or in part, whenever the Director, Office of Procurement, determines that the Contractor is:

29.1.1. defaulting in performance or is not complying with any provision of this contract;

29.1.2. failing to make satisfactory progress in the prosecution of the contract; or

29.1.3. endangering the performance of this contract.

29.2. 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.

29.3. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County 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. TIME.

30.1. Time is of the essence.

31. TRANSITION FOLLOWING TERMINATION.

31.1. Upon termination or the expiration of the contract, the Contractor must, upon request by the County:

31.1.1. Return to the County all County Data in a mutually agreed-upon format; and

31.1.2. Preserve, maintain, and protect all County Data for a period of up to ninety (90) days after the termination or expiration date, so that the County can ensure that all returned data is readable.

31.2. Following the ninety (90) day retention period, or earlier if directed by the County, Contractor must, unless legally prohibited from doing so, securely dispose of all County Data in Contractor's possession in all of its forms.

31.3. County Data must be permanently deleted and must not be recoverable, according to NIST guidelines for media sanitization (NIST SP 800-88); and certificates of destruction must be provided to the County.

31.4. Upon request by the County, Contractor must perform preparatory and/or close-out work to assist the County in transitioning services to a new vendor to ensure continuity of services.

32. WORK UNDER THE CONTRACT.

32.1. 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.

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

ATTACHMENT B. QUOTATION SHEET

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE PER BOX (500)		EXTENDED PRICE
1.	**High density (minimum of 12 microns) Size of Plastic Bags 11.5" X 6.25" X 21"**	50 Boxes	x	_____	=	$_____

Number of Microns of the product you are proposing: _____

Measurements of plastic bag bidder is proposing: _____

Manufacturer Name: _____

Brand Name: _____

Recycle Content, it any: _____ % Post Consumer Waste

_____ % Pre-Consumer Waste

*The style of plastic bags required is to be packaged 500 per box.

NOTE: Estimated quantities are provided for evaluation purposes only and do not constitute a guarantee of purchase. The resultant contract is a requirements type contract.

Authorized Signature: _____

Date: _____

Printed Name and Title: _____

ATTACHMENT C. MANDATORY INSURANCE REQUIREMENTS

M E M O R A N D U M

February 3, 2026

TO: Tolu Dokun, Procurement Specialist
Alcohol Beverage Services

FROM: Molly Banks, Insurance Risk Analyst
Division of Risk Management, Department of Finance

SUBJECT: Mandatory Insurance Requirements – **Solicitation** – ***Plastic Bags Purchase***
#1193547 - $2K annually
Alcohol Beverage Services

I have reviewed the scope of services to be provided under the captioned contract. It is my recommendation that the mandatory minimum insurance requirements listed in the attachment to this memorandum be met by the contractor. This attachment should be made a part of the contract agreement and should supersede the insurance requirements in the County General Terms and Conditions.

Please have the contract manager return the attached PMMD-62 form along with a Certificate of Insurance and a copy of the attached insurance requirements when they are ready to proceed. This will greatly assist our office in serving you.

If there are any questions, please let me know. I can be reached at (240) 777-8920.

MANDATORY MINIMUM INSURANCE REQUIREMENTS – ***Plastic Bags Purchase***

Prior to the execution of the contract by the County, the proposed awardee/contractor 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 with the County's being non-contributory.

Commercial General Liability
A minimum limit of liability of ***five hundred thousand dollars ($500,000) 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 – can be waived if product delivery is by a third party
A minimum limit of liability of ***five hundred thousand dollars ($500,000)*** combined single limit, for bodily injury and property damage coverage per occurrence including the following:

Owned automobiles
Hired automobiles
Non-owned automobiles

Workers' Compensation/Employers' Liability – can be waived if product delivery is by a third party
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

Subcontractor Requirements
Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

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. 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.

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
Alcohol Beverage Services / Tolu Dokun
201 Edison Park Drive
Gaithersburg, MD 20878

CERTIFICATE OF INSURANCE REVIEW FORM

Date: _____

PLEASE REVIEW THE FOLLOWING INFORMATION AND ATTACHMENTS TO THIS FORM FOR (CHECK ONE):

☐ PRE-BID REQUIREMENTS	☒ CONTRACT REQUIREMENTS

ATTACHMENTS: (CHECK AS APPROPRIATE)

☐	CERTIFICATE OF INSURANCE				
☒	INSURANCE REQUIREMENTS SPECIFIED IN:	☐ RFP	☐ IFB	☒ CONTRACT	☐ AMENDMENT
☐	SPECIFICATIONS/SCOPE OF SERVICES OF THE:	☐ RFP	☐ IFB	☐ CONTRACT	☐ AMENDMENT

RFP/IFB/CONTRACT #:	1193547	CONTRACT VALUE:	$2K/yr.
NAME OF CONTRACTOR:	TBD		
SERVICES PROVIDED:	Plastic Bags Purchase		
AGENCY/DIVISION:	Alcohol Beverage Services		
CONTRACT MANAGER:	Tolu Dokun	PHONE #: 7-6633	FAX:
PROCUREMENT SPECIALIST:		PHONE #:	FAX:

☒ THE ATTACHED SCOPE OF SERVICES REQUIRES THE FOLLOWING INSURANCE COVERAGE:	☐ THE ATTACHED CERTIFICATE OF INSURANCE:

	REQUIREMENTS:	MEETS REQUIREMENTS	DOES NOT MEET REQUIREMENTS	RECOMMEND WAIVER
☒	COMMERCIAL GENERAL LIABILITY **$500,000**	☐	☐	☐
☒	AUTOMOBILE LIABILITY **$500,000**	☐	☐	☐
☒	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	☐	☐	☐
☐	PROFESSIONAL LIABILITY	☐	☐	☐
☐	(OTHER)	☐	☐	☐
☒	ADDITIONAL INSURED	☐	☐	☐
☒	NOTICE OF CANCELLATION PER POLICY PROVISIONS	☐	☐	☐

PLEASE LIST THE REASON(S) FOR WAIVER, IF APPLICABLE, IN THE COMMENTS SECTION BELOW.

Comments:

_____ _____

PREPARED/APPROVED: Date

INSURANCE SECTION, DIVISION OF RISK MANAGEMENT

****

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

Approved by Contracting Officer, Procurement: _____

Date: _____

RISK MANAGEMENT, PLEASE RETURN THIS FORM TO:	

PMMD-62R

Copy to Procurement

J:\Insurance Section\Requirement Letters\Alcohol Beverage Services\Solicitation 1193547 MIR Plastic Bags Purchase 2026-02-03

ATTACHMENT D. REFERENCES

You are requested to provide references to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Submit at least three (3) references.

Reference #1

Item	Please fill in the information
Name of the Company	
Address (street, city, state, zip)	
Contact Person Name	
Contact Person Email	
Contact Person Cell Phone	
Contact Person Office Phone	

Reference #2

Item	Please fill in the information
Name of the Company	
Address (street, city, state, zip)	
Contact Person Name	
Contact Person Email	
Contact Person Cell Phone	
Contact Person Office Phone	

Reference #3

Item	Please fill in the information
Name of the Company	
Address (street, city, state, zip)	
Contact Person Name	
Contact Person Email	
Contact Person Cell Phone	
Contact Person Office Phone	

ATTACHMENT E. ACKNOWLEDGEMENT PAGE

The bidder must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the bidder and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Bidders that do not include such an acknowledgment may be rejected. Executing and returning (with the bid) 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):	
Business Address:	
Printed Name, Title and E-Mail of Person Authorized to Sign Proposal:	
Signature:	
Date:	

Name and Signature Requirements for Proposals and Contracts

The correct and full legal business name of the bidder must be used in bids 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.

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this bid or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the bidder or contractor. The Firm's legal name listed above must coincide with the County's Vendor Registration System (CVRS) and the Firm's W-9.

Acknowledgment of Solicitation Amendments

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

Amendment Number	Date

ATTACHMENT F. WEB-LINKS FOR DOCUMENTS AND FORMS

Click the following link to access all forms listed below: https://www.montgomerycountymd.gov/office-procurement/solicitations-contracts/solicitation-forms.

- County Vendor Registration System.
- Minority, Female, Disabled Person Subcontractor Performance Plan.
- Sample MFD Report of Payments Received.
- Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form.

END OF DOCUMENT