



OFFICE OF PROCUREMENT

Marc Elrich  
County Executive

Avinash G. Shetty  
Director

August 9, 2022

VIA ELECTRONIC MAIL  
[paula\\_bienefeld@yahoo.com](mailto:paula_bienefeld@yahoo.com)

RE: Request for Information under the Maryland Public Information Act (MPIA)  
Contract # 1141951, Racial Equity Review of the Thrive Montgomery 2050 Plan

Dear Paula Bienenfeld,

This letter is provided in response to your request dated June 27, 2022, and received in this Office on June 27, 2022, requesting records under Maryland Public Information Act ("MPIA"), MD. CODE ANN., General Provisions Article, §§ 4-101, *et seq.* Specifically, you requested, "A copy of the NSpire contract."

This Office has reviewed the records comprising Contract #1081683 with Nspiregreen LLC, for Racial Equity Review of the Thrive Montgomery 2050 Plan, in consultation with our Office of County Attorney, to determine any portions containing confidential commercial information, confidential personal financial information or other information that the County is required to withhold under the MPIA. The redacted contract is attached. Redacted information is the type of information that a firm in the industry would ordinarily hold as confidential, and the release of which would likely result in unfair substantial competitive harm to the Contractor, as it is confidential commercial information, confidential personal financial information, or other information that the County is required to withhold in accordance with Sections 4-355(2) and (3), 4-336(b) or other portions of the MPIA. The County is releasing copies of the remaining portions of the Contract.

If you feel aggrieved by, and wish to challenge, the denial of access to portions of records as described above, you may be able to seek judicial review of my decision, as stated in §4-362 of the MPIA. Please contact Sheronda Baltimore of this office, if you have any questions regarding this response at [#PRO.MPIA@montgomerycountymd.gov](mailto:#PRO.MPIA@montgomerycountymd.gov).

Sincerely,

for

Avinash G. Shetty  
Director, Office of Procurement

2023-0004726

CONTRACT #1141951

**MONTGOMERY COUNTY, MARYLAND  
CONTRACT BETWEEN COUNCIL AND CONTRACTOR**

This Contract is between Montgomery County, Maryland (the “County”) and Nspiregreen, LLC. (the “Contractor”), a subsidiary of CHPlanning, 5335 Wisconsin Avenue, NW Suite 640, Washington, DC 20015.

**I. BACKGROUND**

The Montgomery County Council intends to enter into a contract for a racial equity review of the Thrive Montgomery 2050 plan. The contractor must perform extensive community outreach to gather information, conduct an in-depth chapter-by-chapter review of the Planning, Housing, and Economic Development (PHED) committee draft, and prepare a report that outlines possible revisions to the draft based on this input and review for Thrive Montgomery 2050. The Contractor was selected by way of Informal Solicitation #1141951. Nspiregreen’s proposal for accomplishing this work is attached to this contract.

**II. SCOPE OF SERVICES**

The Contractor must provide a Racial Equity and Social Justice report outlining recommendations for the PHED Committee Draft of Thrive Montgomery 2050. To execute this work, the consultant is required to prepare a community outreach plan to obtain input from communities of color and other under-represented groups within the community. Specifically, the work will involve:

1. Identifying a process for engaging and convening Black, Indigenous, and other people of color (BIPOC) and low-income residents on the policies and practices recommended in Thrive Montgomery 2050; with an effort to engage those who have yet not provided feedback.
2. Submitting an approach for the engagement process the contractor would use to gather information from BIPOC and low-income residents;
3. Leveraging input from prior community engagement efforts with BIPOC and low-income residents on Thrive Montgomery 2050;
4. Recommending changes to Thrive based on input from BIPOC and low-income residents aimed at advancing racial equity and social justice;
5. Reporting on BIPOC and low-income resident community engagement; and
6. Drafting a new chapter on racial equity and social justice issues (historic and current) for Thrive Montgomery 2050 that can include material in previous drafts of the Plan.

The consultant will work with stakeholders to gather this information, conduct an in-depth chapter-by-chapter review of the PHED Committee draft, and prepare a report that outlines possible

revisions to the draft based on this input and review. The report must describe the methodology used to gather input, including who was involved and how the outreach was conducted.

**III. COMPENSATION AND INVOICING**

The Contractor will be paid up to \$99,950 for time spent on tasks executing this project. This rate is fully burdened and includes all overhead, costs, and expenses. Total compensation for this Contract must not exceed \$99,999.

The Contractor must submit invoices in a form acceptable to the County. Invoices must be submitted monthly for the services provided in Section II.

The compensation structure for this contract will be based on the below allocation, which is aligned with the quoted fees in the Contractor’s proposal.

<b>TASK</b>	<b>TOTAL FEE</b>
Identifying an Engagement Process for BIPOC and low-income residents on the policies and practices recommended in Thrive 2050	<b>REDACTED</b>
Leveraging prior input from BIPOC and low-income residents on Thrive 2050	
Submitting and executing an engagement approach	
Reporting on BIPOC and low-income resident community engagement	
Recommending changes to Thrive 2050	
Drafting new chapter of Thrive 2050	
Expenses for engagement materials/services/travel	
<b>TOTAL</b>	

The County will make payment to the Contractor within thirty (30) calendar days following the County’s receipt, acceptance and approval of the Contractor’s invoice. Invoices must be submitted to Marlene Michaelson, Executive Director of the County Council and Stephen Mathany, Legislative Services Coordinator.

**IV. TERM**

The Effective Date of this Contract begins upon signature by the Director, Office of Procurement and continues through September 1, 2022. Before the Contract term ends, the Director, at his or her sole option, may (but is not required to) renew this Contract through October 31, 2022. For any subsequent period that the Contract remains in effect, payments under the Contract are contingent upon the appropriation and encumbrance of funds.

**V. CONTRACT ADMINISTRATION**

The Contract Administrator for the contract will be Stephen Mathany, Montgomery County Council, 100 Maryland Avenue, Rockville, MD 20850. Authority to review and approve contract work rests with the Contract Administrator.

**VI. GENERAL CONDITIONS**

The General Conditions of Contract between the County and the Contractor (General Conditions) are incorporated into and made a part of this Contract as Attachment A.

**VIII. PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference into and made a part of this Contract and are listed below in order of legal precedence in the event of a conflict in their terms: 1) this Contract document; 2) the General Conditions of Contract Between County and Contractor (Attachment A); 3) the County's Informal Solicitation #1141951 (Attachment B); 4) the Contractor's proposal in response to the County's solicitation, dated April 17, 2022 (Attachment C); and 5.) Division of Risk Management Insurance Waiver (Attachment D).

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties herein, being duly authorized, have executed this CONTRACT as of the date of execution by the County's Director, Office of Procurement.

Charnelle Hicks,  
President and Project Principal  
Nspiregreen LLC

MONTGOMERY COUNTY, MARYLAND

5335 Wisconsin Avenue, NW  
Suite 640  
Washington, DC 20015

Penny Karakaya for  
Avinash G. Shetty, Director  
Office of Procurement

By: Charnelle Hicks  
Signature

Date: 6/14/2022

Charnelle Hicks  
Printed Name

Approval Recommended:

Date: 06/09/2022

M. Michaelson

Marlene Michaelson, Executive Director  
County Council

Date: 06/02/2022

Approved as to form and legality:

Thurmond  
Office of County Attorney

Date: 6/8/22

## GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

### 2. AMERICANS WITH DISABILITIES ACT

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

### 3. APPLICABLE LAWS

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

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

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

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

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

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

### 4. ASSIGNMENTS AND SUBCONTRACTS

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

### 5. CHANGES

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

### 6. CONTRACT ADMINISTRATION

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

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

- (8) approve or reject invoices for payment;
  - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
  - (10) issue notices to proceed; and
  - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

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

#### 8. DISPUTES

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

#### 9. DOCUMENTS, MATERIALS, AND DATA

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

#### 10. DURATION OF OBLIGATION

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

#### 11. ENTIRE AGREEMENT

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

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

#### 13. GUARANTEE

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

**14. HAZARDOUS AND TOXIC SUBSTANCES**

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

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

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

**16. IMMIGRATION REFORM AND CONTROL ACT**

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

**17. INCONSISTENT PROVISIONS**

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

**18. INDEMNIFICATION**

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

**19. INDEPENDENT CONTRACTOR**

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

**20. INSPECTIONS**

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

**21. INSURANCE**

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

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	



Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

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

\*Professional services contracts only

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

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

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

**(Remainder of Page Intentionally Left Blank)**

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

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

**23. INFORMATION SECURITY**

**A. Protection of Personal Information by Government Agencies:**

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

**B. Payment Card Industry Compliance:**

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

**24. NON-CONVICTION OF BRIBERY**

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

**25. NON-DISCRIMINATION IN EMPLOYMENT**

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

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

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

**26. PAYMENT AUTHORITY**

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

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

**27. P-CARD OR SUA PAYMENT METHODS**

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

**28. PERSONAL PROPERTY**

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

**29. TERMINATION FOR DEFAULT**

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life,

health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

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



**MONTGOMERY COUNTY COUNCIL**  
**ROCKVILLE, MARYLAND**

March 31, 2022

The Montgomery County Council is interested in retaining the services of a qualified independent consultant to provide a Racial Equity and Social Justice report outlining recommendations for revising the Planning, Housing, and Economic Development ("PHED") Committee Draft of Thrive Montgomery 2050, as outlined in the attached scope of work. This position requires significant experience working on Racial Equity and Social Justice issues and conducting community outreach offers with culturally and linguistically diverse persons, as well as the other requirements listed in the scope of work.

If you would be interested in providing this service, please send your proposal, including your plan to accomplish tasks outlined in the scope of work and the rate you would charge per hour. Payment would be made upon submission of an invoice for projects completed within a specific number of hours and satisfactorily performed as determined by me.

If this solicitation is of interest to you, please respond to Stephen Mathany by 5:00 p.m. on April 27, 2022, with your proposal. Responses can be sent by e-mail ([stephen.mathany@montgomerycountymd.gov](mailto:stephen.mathany@montgomerycountymd.gov)) or regular mail (100 Maryland Avenue, 4<sup>th</sup> Floor, Rockville, Maryland, 20850).

It is the Council's intent to award this contract to the offeror with the greatest experience who is both responsible and responsive to this solicitation. If you have any questions, please contact Stephen Mathany at (240) 777-7905 or by e-mail at [stephen.mathany@montgomerycountymd.gov](mailto:stephen.mathany@montgomerycountymd.gov).

A handwritten signature in cursive script that reads "M. Michaelson".

Marlene Michaelson  
Executive Director  
Montgomery County Council

**Attachments:**  
Scope of Work  
General Conditions  
Fee Schedule

## INFORMAL SOLICITATION #1141951

Subject: Racial Equity Review – Thrive Montgomery 2050

Client: County Council

Submission Deadline: April 27, 2022

Responses should be delivered via email to [stephen.mathany@montgomerycountymd.gov](mailto:stephen.mathany@montgomerycountymd.gov). No proposal will be accepted after the established delivery due date.

Questions should be directed to: [stephen.mathany@montgomerycountymd.gov](mailto:stephen.mathany@montgomerycountymd.gov)

### SCOPE OF WORK

The Office of the County Council is seeking a consultant to provide a Racial Equity and Social Justice report outlining recommendations for revising the Planning, Housing, and Economic Development (“PHED”) Committee Draft of Thrive Montgomery 2050. To execute this work, the consultant will be required to demonstrate a community outreach plan to obtain input from communities of color and other under-represented groups within the community. The work will involve:

1. Identifying a process for engaging and convening Black, Indigenous, and other people of color (BIPOC) and low-income residents on the policies and practices recommended in Thrive Montgomery 2050; with an effort to engage those who have yet not provided feedback.
2. Submitting an approach for the engagement process the contractor would use to gather information from BIPOC and low-income residents;
3. Leveraging input from prior community engagement efforts with BIPOC and low-income residents on Thrive Montgomery 2050;
4. Recommending changes to Thrive based on input from BIPOC and low-income residents aimed at advancing racial equity and social justice;
5. Reporting on BIPOC and low-income resident community engagement; and
6. Drafting a new chapter on racial equity and social justice issues (historic and current) for Thrive Montgomery 2050 that can include material in previous drafts of the Plan.

The consultant will work with stakeholders to gather this information, conduct an in-depth chapter-by-chapter review of the PHED Committee draft, and prepare a report that outlines possible revisions to the draft based on this input and review. The report must describe the methodology used to gather input, including who was involved and how the outreach was conducted. The recommendations in this report will align with the Office of Legislative Oversight posture that “advancing [Racial Equity and Social Justice] requires sharing power with Black, Indigenous, and other people of color (BIPOC) and low-income communities to ensure their needs are being met.”

### REQUIREMENTS

This contract requires a consultant who can provide the necessary expertise, focused time, and attention required to execute a thorough Racial Equity and Social Justice report pertaining to Thrive Montgomery

## Informal Solicitation #1141951

2050. The consultant will have substantial experience working with RESJ issues and the capacity to receive and analyze input from BIPOC and low-income residents throughout the County. Further, the consultant will have experience conducting community outreach with culturally and linguistically diverse groups, as well as direct knowledge in the areas of land use, housing, and transportation policy. The consultant will be required to draft a RESJ chapter for Thrive Montgomery 2050 that can utilize information provided in previous drafts of the Plan or be completely original.

### MINIMUM QUALIFICATIONS

- Experience working on Racial Equity and Social Justice issues;
- Experience conducting community outreach efforts with culturally and linguistically diverse persons and low-income residents;
- Exceptional written and oral communication skills; and
- Familiarity/knowledge of land use policies covered by area master plans including, policies on housing, transportation, and the environment.

### PREFERRED QUALIFICATIONS

The applications of those individuals meeting the minimum qualifications will be reviewed to determine the extent, relevancy of training, and experience in the following areas:

- Working directly with master plan issues including land-use policies on housing, transportation, and the environment.

### COMPENSATION

The maximum annual compensation payable by the County for all goods and services provided under the resulting Contract must not exceed \$99,999.99. Work should begin immediately upon the signing of an agreement by the Director of Procurement.

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

### EVALUATION CRITERIA AND AWARD METHOD

Upon receipt of the proposals, the Review Committee will review and evaluate all proposals in accordance with the following criteria:

<b>Written Proposal Evaluation Criteria</b>	<b>Points</b>
Examples of experience working with racial justice and social equity issues	35
Examples of experience conducting community outreach, preferably with focus on culturally and linguistically diverse groups and low-income residents	25
Strategy for obtaining input from the targeted communities in the timeframe of the contract.	20
Overall quality, clarity, and responsiveness of the proposal and understanding of the	13

Informal Solicitation #1141951

work to be performed	
Examples of experience working with issues such as land-use, transportation, housing and the environment as covered by master plans	15
Price	12
<b>Total</b>	<b>120</b>

<b>Interview Proposal Evaluation Criteria</b>	<b>Points</b>
Able to understand and communicated clearly about racial justice and social equity issues	35
Demonstrated ability to leverage input from community engagement efforts with BIPOC and low-income communities.	25
Strategy for obtaining input from the targeted communities in the timeframe of the contract.	20
Clear understanding of the goals of the effort	13
Demonstrated understanding and direct knowledge of issues such as land-use, transportation, housing and the environment as covered by master plans	15
Price	12
<b>Total</b>	<b>120</b>

Vendor interviews will be conducted with offerors that achieve a score of at least **85** points on the submitted written proposal. The award will be based on the highest-ranked written proposal and the interview score.

**SUBMISSIONS**

I. Proposal Submissions

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

Offerors must submit proposals in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the Using Department to evaluate the offeror’s capabilities and experience. Proposals must include the following information:

- A. A cover letter with a brief description of the firm, including the offeror’s name, address, telephone number, and email address.
- B. The acknowledgment of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- C. At least three references that may be contacted to attest to the quality and timeliness of the offeror’s work of similar nature and scope to the scope required by the County



## Informal Solicitation #1141951

- D. This solicitation is subject to the Wage Requirements Law; the offeror must submit the appropriate Wage Requirements Law forms found at: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law and the proposal may be rejected.
- E. Minority, Female, Disabled Persons Subcontractor Performance Plan ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal.**
- F. Minority Business Program and Offeror's Representation – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)) (see Sample of MFD Report of Payments Received ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)))
- G. A description of offeror's knowledge and working experience in relation to the Scope of Work described in this informal. Offeror must provide details of experience:
- i. Carrying out community outreach efforts;
  - ii. Working on racial equity and social justice issues; and
  - iii. Working on issues covered in master plans including land-use, transportation, and housing.
- H. A description of the strategy you will use for obtaining input from the targeted communities within the timeframe of the contract.
- I. Samples of original analysis.
- J. Price proposal (as Attachment B).
- i. Please also include a list of individuals (and positions) that will work on this project alongside the hourly rate for each
- K. Any additional documentation that your firm deems necessary in response to this informal.

### **MANDATORY MINIMUM INSURANCE REQUIREMENTS**

Insurance requirements have been waived for contracts for legislative support for Councilmembers.

### **GENERAL TERMS AND CONDITIONS**

The General Conditions of Contract Between County and Contractor are incorporated and made part of this Informal Solicitation as Attachment A and will be applicable to any contract resulting from this Solicitation.

### **TERM**

This contract will begin immediately upon award and will run through the completion of the final product, to be delivered by September 1, 2022. Before the Contract term ends, the Director, at his or her sole option, may (but is not required to) renew this Contract through October 31, 2022. For any subsequent period that the Contract remains in effect, payments under the Contract are contingent upon the appropriation and encumbrance of funds.



PROPOSAL FOR:

# RACIAL EQUITY AND SOCIAL JUSTICE REVIEW

## THRIVE MONTGOMERY 2050

27 APRIL 2022



5335 Wisconsin Ave, NW, Suite 640, Washington, DC 20015

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6. Forms and Appendices
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  - References

04/27/2022

Stephen Mathany  
Montgomery County Council  
100 Maryland Ave.  
Rockville, MD 20850

**Re: Proposal for Racial Equity Review – Thrive Montgomery 2050 #1141344**

Dear Stephen Mathany and members of the Montgomery County Council:

Nspiregreen, Ltd. is pleased to submit our proposal to work with the Montgomery County Council on the Racial Equity and Social Justice Report for the Thrive Montgomery 2050 plan. We have thoroughly reviewed the proposal requirements outlined in the RFP and believe our proposal is responsive and demonstrates Nspiregreen's qualifications and capabilities to perform the services under this contract effectively. We believe our team's extensive experience representing majority-minority communities on many planning projects makes us uniquely fit to complete this project in Montgomery County. Our planning projects include but are not limited to transportation, economic development, housing, and land use works to integrate the needs and concerns of BIPOC, immigrant, and low-income communities into the Thrive 2050 master planning effort.

For over 20 years, Nspiregreen has specialized in comprehensive planning, community development, environmental justice, equity planning, and public engagement. Our holistic approach to community engagement sets us apart and enables us to identify the needs of vulnerable County residents and effective liaison with our public sector partners. Our proposal includes a discussion of our relevant project experiences, essential staff qualifications, and a detailed narrative describing our technical approach to accomplishing the goals of this project.

Our proposal also highlights the following benefits and differentiators that our team brings to this effort, including:

- Multi-lingual and multi-cultural project team who live in the region and can conduct the authentic community conversations needed to enable consensus-building, coalition building, and effective problem solving
- Project experience representing a diverse range of communities, including Black, Indigenous, Latinx, and immigrant communities
- Extensive experience engaging communities that have planning fatigue and want to see strategic planning that directly spurs action
- Black woman-owned business with values consistent with report objectives
- Experience working with local public agencies, including M-NCPPC, SHA, and others
- Familiarity with Montgomery County neighborhoods through work with the Purple Line Coalition and Montgomery County Schools by Public Engagement Associates (project team member), who has over 20 years of racial equity-focused community engagement experience; and through work of Nspiregreen on the Montgomery County Vision Zero and Climate Action Resilience Plan initiatives.

Our Project Manager (for this project), REDACTED, has fifteen years of directly relevant experience and recently served REDACTED

REDACTED leadership and engagement styles employ transparency, vulnerability, and respect to address cross-cutting issues and establish repour with different stakeholder types.

Our technical approach will be context-sensitive to ensure the key issues and challenges facing vulnerable Montgomery County communities are measured and addressed to move the County towards a more just, resilient, and sustainable future for all residents. Nspiregreen will help to achieve these goals by leveraging data-driven and equity-focused tools to integrate diverse stakeholder feedback and data analysis into the Thrive Montgomery 2050 Planning efforts while working closely with the County and key stakeholders during the process.

Our entire team is looking forward to working with the Montgomery County Council on the Thrive Montgomery 2050 Plan. Please feel free to contact me at (215) 751-1400 X206 or charnelle.hicks@chplanning.com with any questions related to our proposal or should you require additional information. We thank you for this opportunity to submit our qualifications and proposal for this project.

Very truly yours,  
**CHPlanning, Ltd./ Nspiregreen, Ltd.**



Charnelle Hicks, AICP, PP  
President

## Project Approach

The Nspiregreen project team will leverage our extensive comprehensive planning and public engagement experience in Black, Indigenous, other 'People of Color' (BIPOC), and low-income communities to develop a Racial Equity and Social Justice report providing recommendations on how to revise the Planning, Housing, and Economic Development ("PHED") Committee Draft of Thrive Montgomery 2050. Our work will develop and execute a comprehensive community mobilization and engagement strategy that establishes a two-way learning process, building residents' capacity and consensus among 'hard-to-reach' populations. As a result, this will ensure that these vulnerable groups are accurately and carefully represented in the Thrive 2050 plan.

Nspiregreen will work with key stakeholders to create an outreach methodology that meets and exceeds the comments made by the Office of Legislative Oversight's (OLO) "Initial RESJ Review of Thrive 2050". Our team will engage Ms. Elaine Bonner-Tompkins, Senior Legislative Analyst from the Office of Legislative Oversight, in discussions to assess preliminary findings and outreach methodology and address the concerns brought about by the first Thrive Montgomery 2050 plan review. This process will carefully balance prior planning efforts with recommendations from the OLO to guide and add value to future engagement efforts and bring a rich diversity of voices to the proverbial table.

We recognize that Montgomery County has made significant efforts toward preparing the initial Thrive 2050 draft. Our approach will not seek to replace past efforts but rather strengthen the work. Nspiregreen operates from the understanding that the issues addressed in Thrive 2050, including, but not limited to, affordable housing, multi-modal transportation access, workforce development, and public space access, impact minority and low-income communities disproportionately. Historically, funding and policy decisions have failed to represent these communities and their needs adequately and contributed to a dynamic where proposed public realm improvements have often brought about fears of displacement and gentrification. To address this, vulnerable and historically marginalized communities must be mobilized and engaged in targeted efforts to ensure that barriers to participation are recognized and mitigated with support from local leaders and institutions. Feedback from engagement activities will assess the strengths and weaknesses of the current planning process and develop new recommendations on how to improve Thrive 2050 and center issues of Racial Equity and Social Justice in all of the significant plan areas:

- Compact Growth: Corridor Focused Development
- Complete Communities: Mix of Uses and Forms
- Design, Arts, and Culture: Investing and Building Community
- Transportation and Communication Networks: Connecting People, Places, and Ideas
- Housing for All: More of Everything
- Parks and Recreation for an Increasingly Urban and Diverse Community: Active and Social

Without careful consultation with the most vulnerable communities, we recognize those plan recommendations may not consider the whole picture and unintentionally overlook critical strategies that could help strengthen the County and protect its residents. Nspiregreen will seek to address any gaps identified in the Thrive 2050 plan by working with the target communities to collect additional ideas and information. These additions will be summarized and included within a new plan chapter on "Racial Equity and Social Justice" and updates to plan policy in other portions of the document as relevant. Our team will pay special attention to the recommendations and considerations outlined in the Montgomery County Bill 27-19 on Racial Equity, as well as the advocacy efforts of MORE (Montgomery County Racial Equity Network) and will identify shared priorities between these and other racial equity initiatives in Montgomery County, with the program areas outlined in Thrive 2050.

We recognize the urgency of this engagement effort to make sure all citizen voices are represented in Thrive 2050. We have designed our approach and our team to enable rapid progress developing and deploying an inclusive engagement strategy, and interpreting what we hear to shape additions and refinements to Thrive 2050. Our proposed schedule (see next page)

REDACTED

In the task sequence below, we have

REDACTED



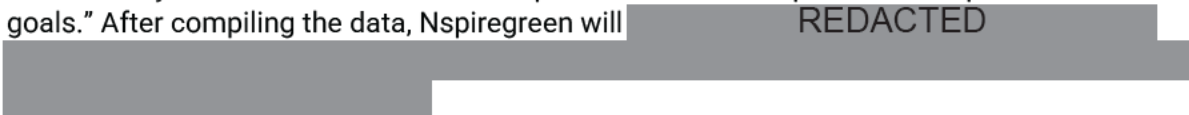
**TASK 1 | Identifying Outreach Strategy for BIPOC and Lower Income Populations**

**1.1 Identifying Target Communities**

Nspiregreen will conduct a demographic analysis to identify key communities for targeted outreach including those with significant African American, Latinx, other significant/growing immigrant groups, and low-income populations. Our project team will



These findings will be broken down by race and ethnicity as requested by the Office of Legislative Oversight (OLO), "...This includes providing data disaggregated by race and ethnicity to evaluate the economic impact of Thrive's compact and complete communities' goals." After compiling the data, Nspiregreen will





Nspiregreen recognizes the diversity represented in Montgomery County, including substantial Amharic (Ethiopian), Vietnamese, Chinese, and Spanish-speaking communities. In reaching out to these populations, Nspiregreen will **REDACTED**

### **1.2 Identifying and Consulting with Key Institutions**

The Nspiregreen team recognizes the importance of engaging local institutions when seeking to build inroads into our target communities. Often, vulnerable and historically disadvantaged communities grapple with diminished or nonexistent trust in public institutions due to historical exploitation or broken promises. As a result, it can make mobilizing genuine participation very difficult. One of the first steps to building relationships in these communities will be to identify vital groups that create the underlying social fabric. The essential groups comprise local community-based, faith-based, and focused immigrant organizations; schools; civic associations; community development corporations; third spaces (for example, barbershops, bodegas, or ethnic restaurants) that can serve as congregation points for community members where they will feel safe and comfortable expressing themselves. Obtaining “buy-in” from community leaders will ensure that populations previously excluded or unengaged by planning initiatives in the past can have a seat at the table in addressing the future of their communities and region. These organizations will form the basis for selecting members for a local technical advisory panel that will become partners in engagement efforts by providing local knowledge and insight and create a layer of quality assurance to ensure communities are adequately represented.

As a result of previous and current projects, our team has relationships with a number of local organizations that will prove instrumental in our outreach, including Impact Silver Spring, Identity, Inc., Latin American Youth Center, CASA, the Black and Brown Coalition for Educational Equity and Excellence, Montgomery County Racial Equity Network, the Ethiopian Community Center, CHEER, Montgomery Housing Partnership, Catholic Charities, Maryland Vietnamese Mutual Association, among many others.

#### **Task 1 Deliverables**

**REDACTED**

## **TASK 2 | Leveraging Input from Prior Community Engagement Efforts with BIPOC and Low-Income Residents on Thrive Montgomery 2050**

The Nspiregreen team will review previous Thrive 2050 outreach efforts detailed in the Outreach and Engagement Appendix to identify ways in which community engagement could be improved and expanded to reach target communities and better integrate their feedback into the goals and priorities of the plan. Our team will evaluate past engagement metrics and seek to supplement past engagement with new strategies that can focus on reaching out to communities that were previously underrepresented in the Thrive 2050 engagement.

In addition to reviewing Thrive 2050 meeting minutes and recordings, attendance records, and other collected data, we will compile information from local organizations, news sources, and social media to determine where efforts to engage people of color and low-income communities may have been successful or fallen short.

To supplement our efforts, we will engage our partners at the Montgomery County Planning Department to gain insight into the Thrive 2050 planning process. There we will identify successful external outreach initiatives such as the work done by the Everyday Canvassing effort for the Fairland-Briggs Chaney Master Plan, which was successful by Knocking on 4,125 doors – twice over – and talking with over 600 renters in English, Spanish, French, and Amharic. This effort connected multi-family residents to needed services and organizations and distributed 5,700 multilingual flyers with a short link to a survey about desires and concerns on Fairland-Briggs Chaney. The Nspiregreen team will also reach out to members of the council who were vocal about the shortcomings of the plan draft to gain feedback and address those concerns in our engagement approach.

*Task 2 Deliverables:*

**REDACTED**

## **TASK 3 | Creating and Implementing a Comprehensive Engagement Approach**

### **3.1 *Creating a Targeted Outreach Strategy***

Nspiregreen will design a comprehensive engagement plan to review and approval by the County Council. This plan will be based on participatory plan principles that prioritize the participation of target communities and key stakeholders identified in Task 1. The engagement plan will document background research findings, outreach methodology, potential partner organizations, and a timeline for discussion and approval from the Montgomery County Council. The Nspiregreen team will also coordinate with key stakeholders to identify meeting attendance targets and optimal survey response numbers.

REDACTED

Our team will incorporate best practice research on public outreach, such as Seattle’s Inclusive Outreach Guide and Portland’s Racial Equity Toolkit, as well as the knowledge and resources of agencies regional-based as the Montgomery County Office of Racial Equity and Social Justice and Montgomery County Racial Equity Network (MORE).

Nspiregreen recognizes the effects of planning fatigue and skepticism that tend to form in communities of color. Our team will design and implement context-sensitive public outreach strategies with the acknowledgment that residents know their communities best. Nspiregreen will work with identified local community leaders and organizations and bring them together via meetings, workshops, or community advisory committees. We will leverage existing community networks and outreach channels to amplify community leaders’ role in the planning process and encourage their constituencies to participate in expressing their specific needs and concerns.

The Nspiregreen team will develop social media campaigns, mailers, newsletters, and other marketing materials as part of our outreach strategy. We will work to identify concurrent outreach campaigns and “piggyback” off existing community events to engage residents in a holistic manner further. Meeting residents where they are will help ensure diverse communities feel welcome and comfortable engaging in conversation, providing an opportunity to focus on local issues. Some potential efforts could include:

REDACTED

There are a range of challenges our team will surmount during the ongoing outreach process. These include the lack of trust that many of these groups have of local government and outside groups; where long-range planning fits into other personal priorities like work, paying bills, and other worries in daily living; access to transportation to participate in engagement activities; inconvenience of times and locations of traditional engagement; public health concerns with Covid-19 still lingering; and so on.

The Nspiregreen team has found innovative and customized ways to address these concerns in outreach done with D.C. residents on economic development in Wards 7 and 8, with parents and concerned stakeholders on school boundary projects in Montgomery and Prince George's counties, and with residents and business owners along the bi-county Purple Line concerned about construction disruption, gentrification, and other redevelopment challenges.

***We strongly encourage the County to consider allocating a direct cost budget of approximately \$10,000 to help incentivize participation amongst hard-to-reach populations. In our experience, people show up best when fed, entertained, compensated, or enticed by other means (giveaways, etc.). This could be covered by donations from local organizations or entities who want to establish more visibility in these communities.***

### **3.2 Implementing the Targeted Outreach Strategies**

Our team will design and implement the following initiatives as part of the comprehensive engagement plan:



REDACTED

**Task 3 Deliverables**

REDACTED

## **TASK 4 | Reporting on BIPOC and Low-Income Resident Community Engagement**

Nspiregreen will develop a report that summarizes and categorizes the input received through our outreach and engagement efforts. Using demographic data gathered from Task 1, the Nspiregreen team will analyze where input was received from across BIPOC and low-income communities in Montgomery County. The project team will provide a summary profile of participant demographics, including narrative, maps, metrics, and photos, to accompany our Thrive Montgomery 2050 review.

This report will also directly connect engagement metrics to the six methodology areas addressed in the Thrive 2050 plan, which include: growth strategies, land use, community development, transportation and communication networks, housing, and parks & recreation. Nspiregreen's interdisciplinary planning expertise across all these topic areas will help translate stakeholder input into appropriate policy considerations.

**Task 4 Deliverables:**

**REDACTED**

## **TASK 5 | Recommending Changes to Thrive 2050 Based on Input from BIPOC and Low-Income Residents Based on Advancing Racial Equity and Social Justice**

The consultant will conduct an in-depth chapter-by-chapter review of the PHED Committee draft of Thrive 2050 and prepare a short report that outlines possible revisions to the draft based on the input received through the supplementary public outreach. This report will serve as the baseline for Task 6. This report's recommendations will align with the Office of Legislative Oversight's posture that "advancing [Racial Equity and Social Justice] requires sharing power with Black, Indigenous, and other people of color (BIPOC) and low-income communities to ensure their needs are being met." Furthermore, it will include an overall critique of the planning process as outlined by County residents and stakeholders, uncover challenges to engagement such as adapting community engagement efforts during the onset of the COVID-19 pandemic, and explore barriers to participation such as the digital divide experienced by minority and low-income communities. This analysis will begin to center on issues identified by the community and their relation to the current Thrive plan components.

**Task 5 Deliverables:**

**REDACTED**

## **TASK 6 | Drafting a New Chapter on Racial Equity and Social Justice Issues (Historic and Current) for Thrive Montgomery 2050**

The Nspiregreen will leverage our extensive experience developing planning deliverables to draft a new plan chapter on Racial Equity and Social Justice issues and considerations to be included in the Thrive 2050 plan revision. This chapter will begin with a historical evaluation of the growth and migration patterns that have shaped (and reinforced) the socio-economic landscape of Montgomery County. Our analysis will explore the current legacy of past discriminatory policies such as redlining, restrictive covenants, and post-war federal policies like the G.I. Bill and the Federal Highway Act and their impact on historically disadvantaged communities and how they influence land use and the experience of BIPOC and low-income communities today. Generally, these policies accelerated 'white flight' to homogenous suburbs, while a housing crisis took over in African American enclaves fueled by disinvestment, over-policing, and segregation. The same pathways to home and business ownership (which are among the most significant contributors to intergenerational wealth) were not available to large segments of the population, chiefly African American communities. This chapter will acknowledge the *intentional* policies that created these disparate outcomes and that similarly aggressive policies and planning practices must be deployed to confront these historical injustices.

Leveraging the research and mapping data developed in task 1, we will illustrate how vulnerable communities continue to struggle with access to the same resources and amenities that whiter and wealthier neighborhoods in the County are afforded. Our planning analysis will display how race and income disparities exist within various indicators such as access to transportation, housing, parks + open space, education (and other social services), and other amenities.

This analysis will include issues and observations gathered from the community to generate new recommendations, strategies, and objectives to help bolster the tone and effectiveness of Thrive 2050.

This chapter will also highlight how many immigrant communities contribute to the diversity of Montgomery County, such as its Vietnamese and Ethiopian communities, and will describe why members of similar ethnic backgrounds choose to co-locate. Generally, ethnic enclaves form due to the availability of affordable housing, organizational resources, and informal networks that help newcomers integrate into American life while retaining their cultural and linguistic heritage. These communities form a collective identity tied to place, and their communities often generate rich contributions to the region with their unique businesses and cultural expressions. For some areas, ethnic enclaves help spur economic development through tourism. Conversely, displacement pressures threaten more than just housing access for these enclaves, but their ability to survive collectively through community and cultural networks. Our plan chapter will seek to create strategies to protect and enhance all communities which seek to remain intact. This is particularly important since most modern planning methodology seeks to address historical discrimination challenges but often neglects the fact that dispersing low-income populations can be detrimental to individual households if they lose access to social networks. Our strategy will focus on uplifting communities through bottom-up community development efforts that strengthen communities and make them more attractive and grow and diversify organically over time.

Our chapter documentation will include a concise, straightforward narrative, numbers, and illustrations to be compelling and accessible to all readers. We anticipate a length of approximately 15-25 pages, with supplementary material available for an appendix if desired. We can provide a graphic layout of the documentation to match previous Thrive Montgomery 2050 documentation, or provide basic content for others to format, per your preference. We will work with you to confirm the general outline, content, and format early in the study process to make consistent, efficient progress on documentation during the course of this fast-paced effort. We will confirm a mutually acceptable schedule for draft review (two iterations assumed) to enable on-time completion.

### **Task 6 Deliverables**

# REDACTED

### **Project Management and Quality Control**

We will operate our team as an efficient, high-capacity extension of Montgomery County’s planning leadership, with project communications, community engagement, and technical work coordinated by Nspiregreen Project Manager REDACTED with oversight by Principal Charnelle Hicks. We anticipate conducting standing progress calls weekly with your project leadership by videoconference and/or in-person to provide a comprehensive update on the project status. These calls will provide a forum for progress updates, discussion of emerging findings, review of agendas for upcoming meetings, and related issues. REDACTED will lead these conversations and provide a proposed agenda for each one. Other consultant team members will participate in these calls as appropriate to the agenda. We will also be available daily for additional communications.

We will work carefully with you to identify agendas and key participants for other meetings with County staff and community members. This will help ensure informed, inclusive, and efficient dialogue that moves the process forward effectively.

REDACTED and Charnelle will review the draft and final products to ensure accuracy, legibility, and quality of content. We will confirm schedules for submitting draft materials that allow adequate review time by County staff and relevant stakeholders.

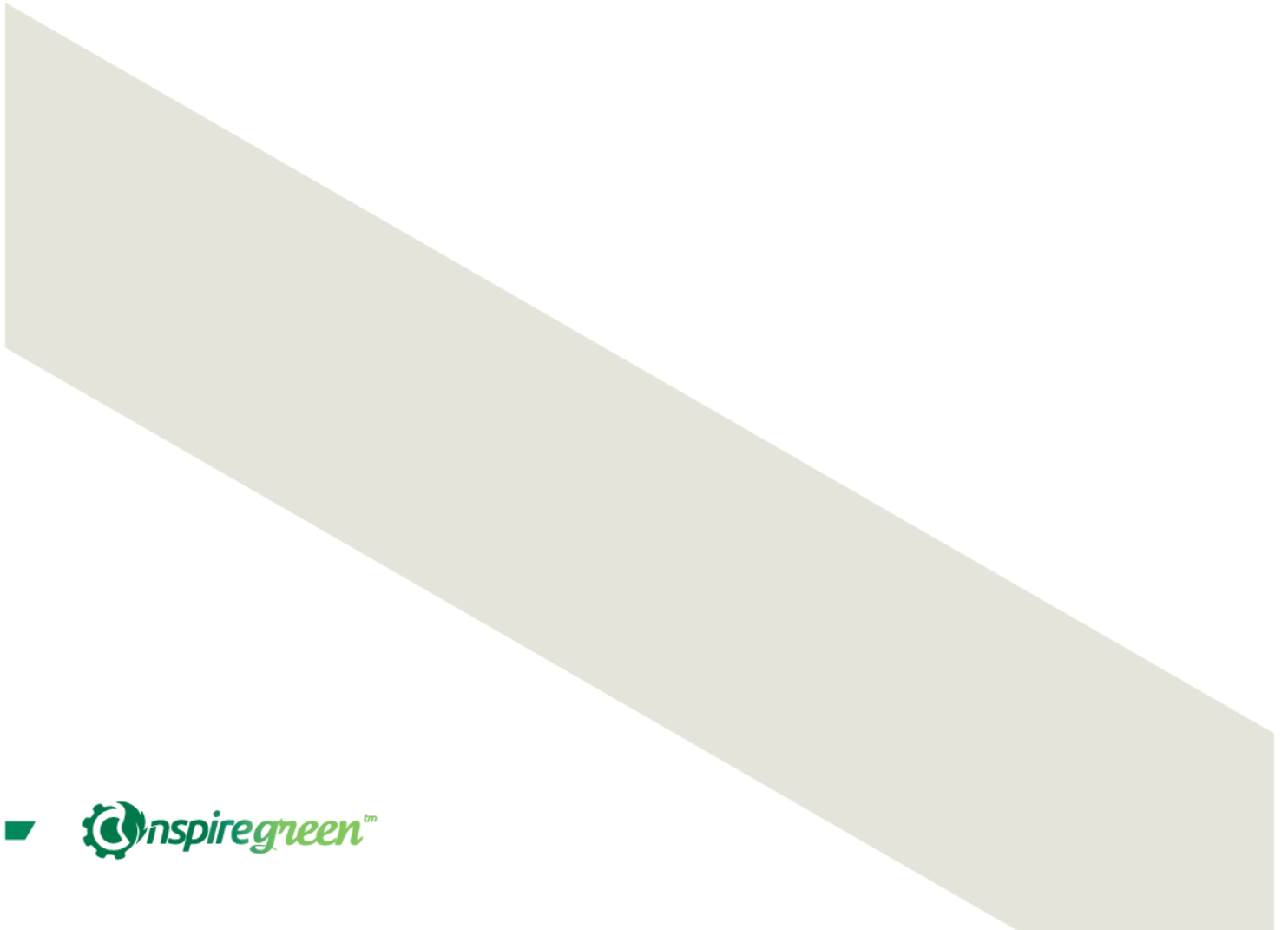
### *Deliverables*

# REDACTED





# Resumes



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED



# Community Engagement

## Qualifications

**Our team prides itself in conducting meaningful community engagement, which seeks to consult the community and build genuine partnerships that encourage residents to take ownership of the work impacting their places.**

Our coalition-building community engagement style will help balance the interests of all those with a stake in the future of a particular city or community. We design and conduct community engagement activities to foster a two-way education process that leverages local knowledge and experiences and helps build the community's planning capacity to ensure that the plan can sustain itself after adoption.

### **Project: DC Circulator Program Support Services (Prime STV)**

*Client: DC Department of Transportation*

Nspiregreen gathered and analyzed over 1,000 public comments using residential location, ethnicity, age, and thematic category. Those comments were compared against internal and public geospatial data sets to verify and validate stakeholder concerns.



### **Project: DC Safe Routes to School**

*Client: DC Department of Transportation*

Nspiregreen planned and implemented Safe Routes to School curricular activities, facilitated clear and consistent dialogue between residents, parents and school staff, and validated our team's walk and bicycle safety audit findings with stakeholder groups.

# Anacostia Corridor Master Plan

## Washington, DC

### PURPOSE

DOEE is developing a restoration plan for the Anacostia River Corridor. This plan will serve as a roadmap to restore habitat, enhance resiliency to climate change, reduce pollution, and increase equitable access to recreational activities on the river corridor. In partnership with Biohabitats, Nspiregreen provides stakeholder engagement services to ensure community participation in the development of this plan.

### HIGHLIGHTS

- Prepared a stakeholder engagement plan with an emphasis on reaching people with diverse interests and backgrounds and local community members
- Developing a comprehensive online engagement strategy with an informative project website, interactive mapping features, public surveying tools, and online meetings.
- Planning and conducting “Pop Up” meetings in the local community to engage directly with local community members.
- Developing engagement tracking metrics and managing a comprehensive database of comments.
- Drafting elements of the final plan related to stakeholder engagement.



### CLIENT

DC Department of Energy and Environment

### PRIME

Biohabitats, Inc.

### CONTACT

REDACTED

### SERVICES

Stakeholder Engagement

### PROJECT VALUE

REDACTED

### COMPLETION

Anticipated in 2023



# Climate Action and Resilience Plan

## Montgomery County, Maryland

### PURPOSE

Montgomery County launched a planning process to develop prioritized actions and strategies to meet the County's greenhouse gas emissions goals. The County's plan will provide a roadmap to achieve zero emissions and provide recommendations for adapting to a changing climate.

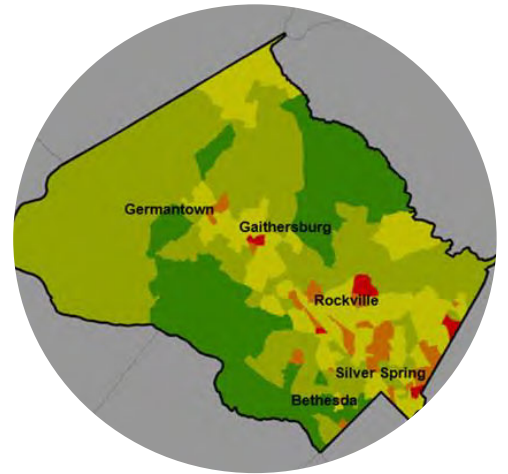
### ROLE

Nspiregreen served as a sub-consultant on this project.

Our responsibilities included:

- leading the racial equity and social justice strategy,
- developing social vulnerability indicators,
- prioritizing climate mitigation/sequestration strategies,
- developing a co-benefit scoring system, and
- stakeholder engagement.

The draft plan was recently released for public comment. The team has held internal and external stakeholder workshops on racial equity and social justice, developed equity enhancing measures, and determined social vulnerability indicators. Nspiregreen also reviewed public comments to the draft plan to determine additions to be made to the plan.



### CLIENT

Montgomery County Department of Environmental Protection

### CONTACT

Stan Edwards  
(240)777-7748

[stan.edwards@montgomerycountymd.gov](mailto:stan.edwards@montgomerycountymd.gov)

### PRIME CONTRACTOR CONTACT

Emily McDuff, Project Manager, Energy Engineer  
AECOM Energy Services  
571-733-8786 (Eastern Time)  
[Emily.McDuff@aecom.com](mailto:Emily.McDuff@aecom.com)

### VALUE

\$80,000



## Maryland National Capitol Park & Planning Commission – Prince George’s County Trails Master Plan

Description: Formula 2040, the County’s master plan, calls for over 400 miles of new trails for biking, walking, and riding horses in the county. The Trails Master Plan is an implementation plan to guide the development of the county wide trail system. This includes identifying priorities, resources, operations, and maintenance in the future.

Our Role: We are project support for public engagement, existing conditions, trail assessments, and developing the final implementation plan.

To date we facilitated three public meetings, which included bicycle rides and walks with elected officials and key stakeholder groups. We worked with the project team to develop criteria to determine which projects can be implemented in the next 25 years and which ones are “wish-lists”. We assisted with reviewing data for the existing conditions report.



### CLIENT

Prince George’s County Parks & Recreation

### CONTACT

REDACTED

### NSPIREGREEN VALUE

REDACTED

### PROJECT DATES

2015-Present



## Just Spaces Planning Initiative University City District (UCD)

UCD has been nationally recognized for its usage of data-driven analysis of public spaces. UCD has asked the commonly unaddressed data collection questions: “Who is absent from this public space, and why aren’t those people here?” To address these questions, UCD is assessing its own public spaces along three axes of justice, conceptualized by City University of New York Graduate Center Professor Setha Low:

- Distributional - who has physical proximity to space assets;
- Procedural - who and how are others heard in the planning, design, and operations of public space; and
- Interactional - what makes people feel welcome or unwanted in a public space.

### Nspiregreen’s Role:

Nspiregreen providing technical assistance to UCD including:

- Facilitating an advisory council comprised of community and national experts that provide different perspectives on public spaces
- Preparing questions and identifying groups for focus groups to tease out what makes people feel welcome in public spaces
- Benchmarking metrics to quantify justice
- Providing guidance on the development of the equity tool



### CLIENT

City of Philadelphia

### CONTACT

REDACTED

### SERVICES

Transportation Planning  
Urban Design  
Comprehensive Planning  
Public Outreach and Involvement  
Community Planning  
Historic/Archeological Analysis  
Waterfront Development  
Zoning

### COMPLETION

2003-2013





## Prince George's County Public Schools Comprehensive School Boundary Initiative

The Comprehensive School Boundary Initiative was an initiative to analyze current school boundaries, feeder patterns, and program locations in PGCPSS. Drawing on this analysis and insights from a thorough community engagement process, the consultant team developed scenarios for updated school boundaries. These scenarios sought to address the school system's larger academic and financial objectives, including balancing facility utilization throughout the County, and populating new and expanded school facilities. The Boundary Initiative process commenced in the Fall of 2020 and will concluded December 2021. The school system will phase in boundary changes at the beginning of School Year 2022-23.

The PGCPSS Comprehensive Boundary Initiative community engagement began in the fall of 2020 with a round of virtual public meetings to explain the initiative and gather ideas and suggestions from the community. A total of 1,157 participants took part in the five public meetings—including three regional meetings (North, Central, and South County) and two area-wide meetings conducted in Spanish. Participants included parents, students, teachers, stakeholders, and community members representing multiple neighborhoods and communities around the County. More than 300 attendees – about 35% of the total engaged in Phase 1 - joined the Spanish-only virtual meetings. Thirty-five percent is equal to the percentage of Latino/Hispanic students in the school system.

PEA worked closely with the school system to design and organize five large, virtual community forums – two of which were conducted in Spanish. The interactive program included small group breakout discussions in English and Spanish, and comments and questions were gathered and themed for later analysis. Our meeting facilitators polled participants on their views about boundaries to conclude each session.



### CLIENT

Mayor's Office on Asian and Pacific Islander Affairs (MOAPIA) – Washington, D.C.

### CONTACT

REDACTED

### SERVICES

Community Engagement

### COMPLETION

October 2020 – December 2021



## DC Asian-American, Pacific Islander Action Forum

Public Engagement Associates, led by Steve Brigham and Kim Sescocoe, worked closely with MOAPIA Director David Do to produce a city-wide, Asian-American, Pacific Islander Action Forum in the fall of 2015, followed by producing an Action Forum Implementation Plan in 2016. Central to the effort was a large-scale summit for the District's AAPI residents to determine how the District can work more collaboratively with residents across different AAPI cultures and ethnic backgrounds. The top priorities for the 18-month plan were:

- Advocate for compliance regarding language access services for AAPI residents at government-funded clinics, hospitals, and other offices
- Advocate for more effective and efficient transportation access to health services for AAPI seniors
- Work with key partners to improve healthy food in grocery stores for AAPI seniors
- Work with MPD to enhance community policing (1) in ways that produce better communication, more trust, and relationship building, and (2) where officers know the residents, business owners and their languages
- Increase language resources for families (not just for students), especially providing official interpreters to communicate between teachers and ELL parents
- Work with DCPS to provide additional and effective cultural competency training for teachers
- Help neighborhood retailers become more effectively engaged with their communities in ways that ultimately bolster their businesses
- Keep advocating for housing affordability in rapidly changing neighborhoods



### CLIENT

Mayor's Office on Asian and Pacific  
Islander Affairs (MOAPIA) –  
Washington, D.C.

### CONTACT

REDACTED

### SERVICES

Public Health  
Community Safety  
Youth Education  
Adult Education and Training  
Small business engagement  
Affordable Housing

### COMPLETION

2015-2018



## Purple Line Corridor Coalition – Advancing Equitable Development in the Bi-county Transit Line

In late 2014, PEA worked with leaders from the Purple Line Corridor Coalition (PLCC) to design and convene a two large workshops for more than 200 public and private stakeholders from the state of Maryland, Prince George’s County, and Montgomery County to identify common goals and priorities for the Purple Line Community Compact, a shared commitment to support communities.

The Purple Line Community Development Agreement, which after long delays was finalized in the fall of 2017, articulates a collective vision for vibrant economic and community development along the 16-mile corridor, strategies to achieve that vision and a commitment by a variety of project stakeholders. It represents an opportunity to leverage the Purple Line investment to achieve benefits throughout the communities along its route, including:

- Revitalizing and stabilizing neighborhoods, especially through housing equity
- Supporting BIPOC and immigrant small business owners and entrepreneurs
- Supporting BIPOC residents and households with lower incomes to attain higher-skill, higher wage jobs, increasing employers’ competitiveness
- Creating healthy and vibrant communities



### CLIENT

Gerrit Knaap, Executive Director and Professor National Center for Smart Growth Research and Education, University of Maryland.

### CONTACT

REDACTED  
REDACTED  
REDACTED

### SERVICES

Community Engagement

### COMPLETION

2014-2017; October 2018- Present



## I. Samples of Original Analysis

1. Nspiregreen advised on Equity Indicators that guide policy and serve as performance metrics for Spartanburg, SC's 2021 Comprehensive Plan, which is explicitly centered on Equity. Equity indicators are summarized on page 17, and addressed in topic-based chapters of the plan document which is available here: [Public Draft | Plan Spartanburg](#)
2. Nspiregreen worked with Philadelphia's University City District and partners to determine standards for equitable access and use of the district's public spaces. The project, Just Spaces, is described in greater detail her: [Just Spaces \(justspacesproject.org\)](#)
3. Nspiregreen is currently working with a utility provider on a strategy for inclusive engagement of more than 600,000 customers in multiple Pennsylvania cities. We have identified factors that may merit special targeted engagement approaches – such as limited English proficiency, high poverty rate, high share of renter households, limited internet access, and high nonwhite population share – and identified where these are most prevalent in the cities, using GIS mapping. The following images show a summary table of characteristics meriting special engagement approached by community, and examples of mapping of different conditions in selected example cities. The table and maps are being used to identify place-specific communications approaches, including partnerships with local agencies, to maximize participation.

Total Population / Race /Age

REDACTED

Pittsburgh

REDACTED

Norristown

REDACTED

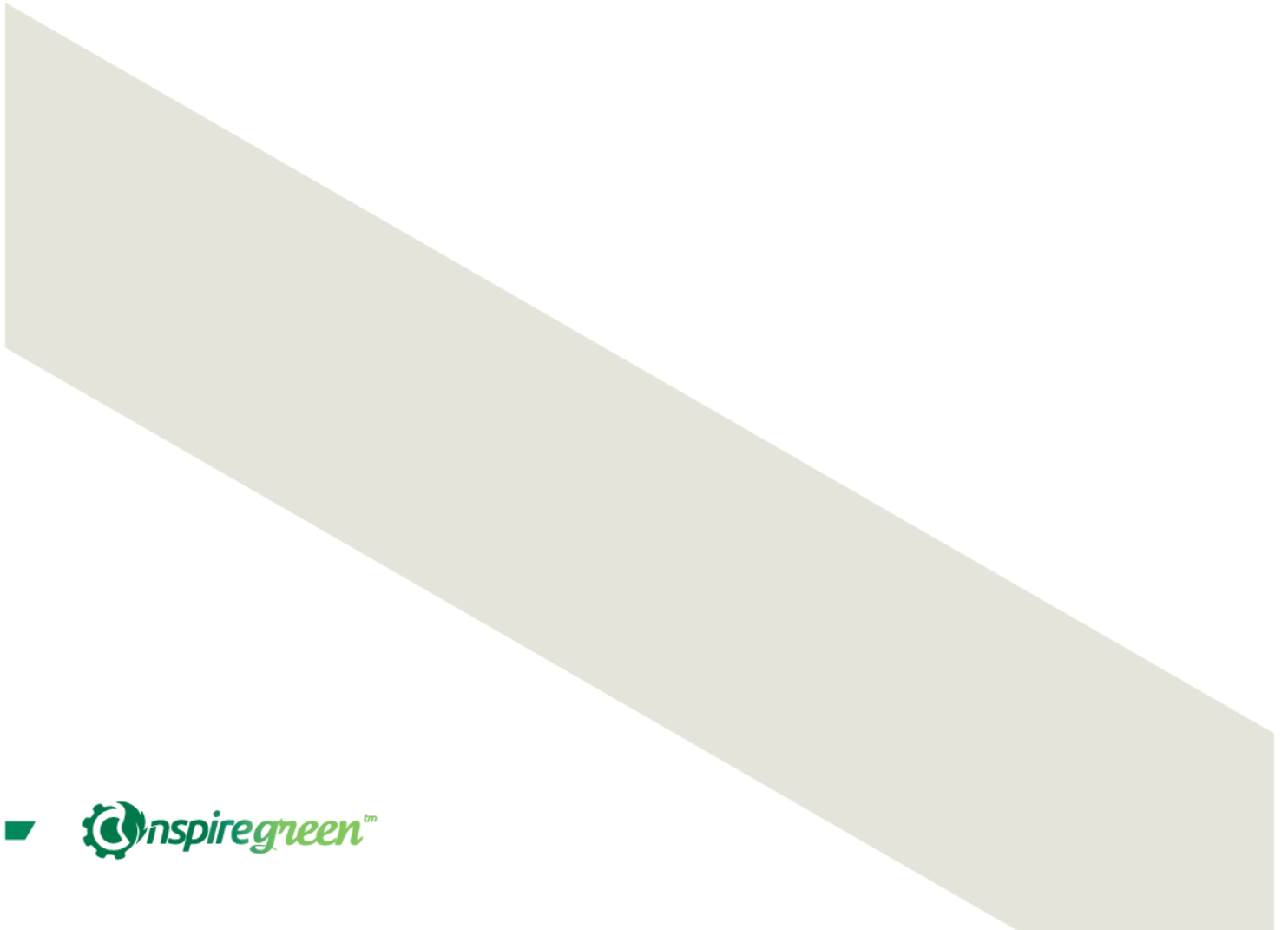
Wilkes Barre

REDACTED





# Forms & Appendices



## Attachment B

### Fee Schedule

**Position Breakdown:**

Team Member	Position on Project	Hourly Rate	Projected Hours
<b>NSPIREGREEN</b>			
Charnelle Hicks	Principal	REDACTED	REDACTED
REDACTED	Project Manager	REDACTED	
REDACTED	Senior Planner	REDACTED	
REDACTED	Senior Planner	REDACTED	
REDACTED	Senior Planner	REDACTED	
REDACTED	Planner	REDACTED	
Multiple staff	Graphics/Admin Support	REDACTED	
<b>PROFESSIONAL ENGAGEMENT ASSOCIATES</b>			
REDACTED	Facilitation Specialist	REDACTED	REDACTED
REDACTED	Facilitation Specialist		
REDACTED	Inclusion & Facilitation Specialist		
REDACTED	Outreach Specialist		
REDACTED	Bilingual Facilitator		

**Fee Proposal by Task:**

Task	Proposed Fee Component	Approximate Share of Total	Approximate Labor Hours
<b>Task 1:</b> Identifying an Engagement Process ...	<b>REDACTED</b>		
<b>Task 2:</b> Leveraging Prior BIPOC/Low-Income Engagement ...			
<b>Task 3:</b> Submitting and Executing Engagement Approach ...			
<b>Task 4:</b> Reporting on BIPOC/Low-Income Engagement ...			
<b>Task 5:</b> Recommending Changes to Thrive 2050			
<b>Task 6:</b> Drafting a New Thrive 2050 Chapter			
<i>Subtotal Labor</i>			
Expenses for Engagement Materials/Services/Travel			
<b>Total Proposed Fee</b>	<b>\$99,950</b>	<b>100%</b>	

## References

REDACTED

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

Contractor's  
Name: Nspiregreen, Ltd.  
Address: 5335 Wisconsin Ave, Suite 640  
City: Washington State: DC Zip: 20015  
Phone Number: 215-751-1400 ext. 206 Fax Number: \_\_\_\_\_ Email: charnelle.hicks@chplanning.com

CONTRACT NUMBER/PROJECT DESCRIPTION: 1141951/ Racial Equity Review - Thrive Montgomery 2050

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is 35 % of the total dollars awarded to Contractor.

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

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

1. Certified by: Maryland Department of Transportation (MDOT)  
Subcontractor Name: Public Engagement Associates  
Title: Principal  
Address: 6300 BARROW HOUSE DRIVE  
City: BRANDYWINE State: MD Zip: 20613  
Phone Number: 202-423-9622 Fax Number: \_\_\_\_\_ Email: KIM@PUBLICENGAGEMENTASSOCIATES.COM

CONTACT PERSON: KIMBERLY SESCOE

Circle MFD Type:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> <b>AFRICAN AMERICAN</b> | <input type="checkbox"/> ASIAN AMERICAN    | <input type="checkbox"/> DISABLED PERSON |
| <input type="checkbox"/> FEMALE                             | <input type="checkbox"/> HISPANIC AMERICAN | <input type="checkbox"/> NATIVE AMERICAN |

The percentage of total contract dollars to be paid to this subcontractor : \$34,730

This subcontractor will provide the following goods and/or services: Community engagement, planning engagement activities, and outreach

2. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Circle MFD Type:

- |                  |                   |                 |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | NATIVE AMERICAN |

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_  
This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

We have included a MBE subconsultant on the team..

3. Certified by: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Circle MFD Type:

- |                  |                   |                 |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | NATIVE AMERICAN |

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_  
This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

4. Certified By: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

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

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

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

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

N/A

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

We have included a MBE subconsultant on the team.

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

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: Nspiregreen, Ltd.

Charnelle Hicks  
Signature

Charnelle Hicks

Typed Name

04/26/2022

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

Section 7.3 3.4(a) of the Procurement Regulations requires:  
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.



Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Gregory Slater  
Secretary

March 6, 2020

KIMBERLY SESCOE  
SPECIAL PROJX LLC  
6300 BARROW HOUSE DRIVE  
BRANDYWINE, MD 20613

Re: ANNUAL REVIEW

Dear KIMBERLY SESCOE (Cert # 18-019):

We are pleased to inform you that your company is eligible to continue participation in the programs and services on the attached Programs and Services List.

Your current certification status can be found in the Maryland Department of Transportation's (MDOT) Directory of certified firms available online at <http://mbe.mdot.state.md.us/directory>. MDOT's online Directory is the official record of your firm's certification status. It is important that you review the accuracy of your listing in the Directory.

If you wish to expand the area(s) of work for which your firm is currently certified, you may request an expansion of services. The application for an expansion of services can be found at <http://www.mdot.maryland.gov/Office of Minority Business Enterprise/ExpansionCover.html> Please submit your expansion application to:

Maryland Department of Transportation  
Office of Minority Business Enterprise  
7201 Corporate Center Drive  
Hanover, MD 21076  
410-865-1309 (fax)

***Your firm must complete the annual review to maintain its certification. The OMBE will provide notification when it is time to begin the next annual review. If you have any questions regarding your certification status please contact the OMBE at 410-865-1269 or 1-800-544-6056.***

In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, eMaryland Marketplace Advantage (eMMA). Visit [www.procurement.maryland.gov](http://www.procurement.maryland.gov) to learn more.

The Governor's Office of Small, Minority & Women Business Affairs has oversight of the State's Minority Business Enterprise (MBE) Program. As a coordinating office under Governor Larry Hogan, they connect small businesses to greater economic opportunities. Visit their website at [www.goMDsmallbiz.maryland.gov](http://www.goMDsmallbiz.maryland.gov) for information on business development and training events, and to access a wide range of small business resources.

Sincerely,

Sabrina Bass  
Director, Office of Minority Business Enterprise

SPECIAL PROJX LLC





Larry Hogan  
Governor

Boyd K. Rutherford  
Lt. Governor

Gregory Slater  
Secretary

---

6300 BARROW HOUSE DRIVE  
BRANDYWINE, MD 20613

CERTIFICATION NUMBER: 18-019

**PROGRAMS AND SERVICES LIST**

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

**CERTIFICATION: MBE/DBE/SBE**

**NAICS CODE: 541820**

**SERVICE(S): PUBLIC RELATIONS AGENCIES**

**CERTIFICATION: MBE/DBE/SBE**

**NAICS CODE: 561920**

**SERVICE(S): CONVENTION AND TRADE SHOW ORGANIZERS**



## Office of Minority Business Enterprise

Maryland's Official Certification Agency

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### The MDOT Directory of Certified MBE, DBE, SBE and ACDBE Firms

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#### Complete Firm Profile

[Frequently Asked Questions](#)

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#### Firm Detail

#### NAICS - Product and Service Description

---

Firm Name:

SPECIAL PROJX LLC  
PUBLIC ENGAGEMENT ASSOCIATES

**541820 - MBE/DBE/SBE - PUBLIC RELATIONS AGENCIES**

(SPECIFICALLY: PUBLIC RELATIONS CONSULTING SERVICES; PUBLIC RELATIONS SERVICES)

---

Minority Status - Cert # - Date:

AFRICAN AMERICAN / FEMALE  
18-019  
1/16/2018

**561920 - MBE/DBE/SBE - CONVENTION AND TRADE SHOW ORGANIZERS**

Address:

6300 BARROW HOUSE DRIVE  
BRANDYWINE, MD 20613  
PRINCE GEORGE'S COUNTY

Contact:

KIMBERLY SESCOE

Phone - Fax - Email - Website:

(P) 202-423-9622  
(no fax listed)

[KIM@PUBLICENGAGEMENTASSOCIATES.COM](mailto:KIM@PUBLICENGAGEMENTASSOCIATES.COM)  
[WWW.PUBLICENGAGEMENTASSOCIATES.COM](http://WWW.PUBLICENGAGEMENTASSOCIATES.COM)

References:

NO REFERENCE DATA ON RECORD

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MINORITY BUSINESS PROGRAM & OFFEROR’S REPRESENTATION

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

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

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

<b>AFRICAN AMERICAN</b>	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women’s Business Enterprise National Council; Department of Veterans Affairs; or City of Baltimore.



Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Pete K. Rahn  
Secretary

January 16, 2019

CHARNELLE HICKS  
CH PLANNING, LTD  
1520 LOCUST STREET, SUITE 401  
PHILADELPHIA, PA 19102

Re: ANNUAL REVIEW

Dear CHARNELLE HICKS (Cert # 06-375):

We are pleased to inform you that your company is eligible to continue participation in the programs and services on the attached Programs and Services List.

Your current certification status can be found in the Maryland Department of Transportation's (MDOT) Directory of certified firms available online at <http://mbe.mdot.state.md.us/directory>. MDOT's online Directory is the official record of your firm's certification status. It is important that you review the accuracy of your listing in the Directory.

If you wish to expand the area(s) of work for which your firm is currently certified, you may request an expansion of services. The application for an expansion of services can be found at <http://www.mdot.maryland.gov/Office of Minority Business Enterprise/ExpansionCover.html> Please submit your expansion application to:

Maryland Department of Transportation  
Office of Minority Business Enterprise  
7201 Corporate Center Drive  
Hanover, MD 21076  
410-865-1309 (fax)

***Your firm must complete the annual review to maintain its certification. The OMBE will provide notification when it is time to begin the next annual review. If you have any questions regarding your certification status please contact the OMBE at 410-865-1269 or 1-800-544-6056.***

Please review the attached Minority Business Resources. If you are not already registered with Maryland's Small Business Reserve Program and **eMarylandMarketplace**, I strongly encourage you to learn more about these programs and complete the free, online registration at your earliest convenience.

The Governor's Office of Small, Minority & Women Business Affairs has oversight of the State's Minority Business Enterprise (MBE) Program. As a coordinating office under Governor Larry Hogan, they connect small businesses to greater economic opportunities. Visit their website at [www.goMDsmallbiz.maryland.gov](http://www.goMDsmallbiz.maryland.gov) for information on business development and training events, and to access a wide range of small business resources.

Sincerely,

Sabrina Bass  
Director, Office of Minority Business Enterprise  
January 16, 2019



Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Pete K. Rahn  
Secretary

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CH PLANNING, LTD  
1520 LOCUST STREET, SUITE 401  
PHILADELPHIA, PA 19102

CERTIFICATION NUMBER: 06-375

PROGRAMS AND SERVICES LIST

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

**CERTIFICATION:** MBE/DBE/SBE  
**NAICS CODE:** 541320  
**SERVICE(S):** LANDSCAPE ARCHITECTURAL SERVICES

**CERTIFICATION:** MBE/DBE/SBE  
**NAICS CODE:** 541613  
**SERVICE(S):** MARKETING CONSULTING SERVICES

**CERTIFICATION:** MBE/DBE/SBE  
**NAICS CODE:** 541620  
**SERVICE(S):** ENVIRONMENTAL CONSULTING SERVICES

**CERTIFICATION:** MBE/DBE/SBE  
**NAICS CODE:** 541910  
**SERVICE(S):** MARKETING RESEARCH AND PUBLIC  
OPINION POLLING

**CERTIFICATION:** MBE/DBE/SBE  
**NAICS CODE:** 925120  
**SERVICE(S):** ADMINISTRATION OF URBAN PLANNING  
AND COMMUNITY AND RURAL DEVELOPMENT

**Requirements for Services Contract**  
**Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code (“WRL” or “11B-33A”). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3), must specify, in each bid or proposal, the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance coverage the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A. Section 11B-33A (c)(3).
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents. Section 11B-33A (e)(2).
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL. Section 11B-33A (i)(3).
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL. Section 11B-33A (i)(4).
- I. In the event of a breach of this contract as a result of a contractor’s or subcontractor’s violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. An aggrieved employee, as a third-party beneficiary, may, by civil action against the violating Contractor or subcontractor, enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney’s fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage reporting or payroll records reporting requirement found at 11B-33A (g), including providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount in addition to the amount of any unpaid wages, with interest. The Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor's or subcontractor's violation of the WRL.

(ii) Withholding of Payment

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

(iii) Audit Costs

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

- J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this Contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the 14<sup>th</sup> day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

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

For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov).

**Wage Requirements Law Certification**

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

Business Name	Nspiregreen, Ltd.				
Address	5335 Wisconsin Ave, Suite 640				
City	Washington	State	DC	Zip Code	20015
Phone Number	215-751-1400	Fax Number			
E-Mail Address	charnelle.hicks@chplanning.com				

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County’s Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name	Charnelle Hicks	Title	President
Phone Number	215-751-1400 ext. 206	Fax Number	
E-mail Address	charnelle.hicks@chplanning.com		

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

A. Wage Requirements Compliance

This Contractor, as a “covered employer”, must comply with the requirements under Montgomery County Code Section 11B-33A, “Wage Requirements” (“Wage Requirements Law” or “WRL”). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor’s compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A “covered employer” must submit, within 14 days after the end of each quarter (by the 14th of January, April, July, and October, for the quarter ending the preceding month), certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee’s name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that **NO** Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at:

<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html> . The above must be submitted to the



Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager (preferably via email to [WRL@montgomerycountymd.gov](mailto:WRL@montgomerycountymd.gov)),

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

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

1. Reserved – [Intentionally left blank].
2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1).
3. a public entity. Section 11B-33A (b)(2).
4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must also complete item C below**).
5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). The contractor must provide proof of its 501(c)(3) status (i.e.

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

- D. Sole Proprietorship  
 Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:
- (1) is aware of, and will comply with, the WRL, as applicable;
  - (2) has no employee other than the sole proprietor; and
  - (3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.
- Note: A schedule C from the employer's federal tax return may be required for verification purposes.**

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

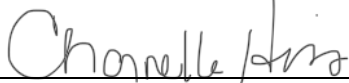
- I intend to use Sub-Contractors if I am awarded a contract as a result of this solicitation.
- I do **NOT** intend to use Sub-Contractors if I am awarded a contract as a result of this solicitation. If at any time during the course of the contract I use Sub-Contractors, I understand that I am responsible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

- F. Independent Contractors  
 I intend to use Independent Contractors if I am awarded a contract as a result of this solicitation.  
**If this box is checked, you must complete the Wage Requirements Law Independent Contractor Certification (PMMD193) in order for your bid/offer to be considered. It can be found at: <https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>**

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

**Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adhere to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	President
Typed or Printed Name	Charnelle Hicks	Date	04/26/2022



**DEPARTMENT OF FINANCE**

Marc Elrich  
*County Executive*

Michael J. Coveyou  
*Director*

**MEMORANDUM**

March 11, 2022

TO: Stephen Mathany, Contract Administrator  
County Council

FROM: Winnie F. Jordan, Insurance Risk Analyst *Winnie F. Jordan*  
Insurance Section, Division of Risk Management

SUBJECT: **WAIVER** - Mandatory Insurance Requirements – **Racial Equity & Social Justice Consultant To Develop Outreach Strategy** ( BIPOC Communities - Thrive 2050)  
County Council

I have reviewed the request for mandatory insurance requirements for the above referenced services. Given the scope of services described and the specifications included in the contract, no insurance requirements will be required. Consultant will not make any independent decisions on behalf of the County.

The contract will present a minimal liability exposure to the County. Based on this information the Division of Risk Management waives the “Mandatory Insurance Requirements” for this grant/contract.

If there are any questions, please let me know. I can be reached at (240) 777-8912.

J:\INSURANCE SECTION\REQUIR\_LTR\CountyCouncil\WAIVER\RacialEquity&SocialJusticeConsultatntToDevelopOutreachStrategy FY23.docx