

Open Solicitation #1187130  
Montgomery County, MD Business Support Services Program

To all prospective applicants:

Montgomery County Government, Maryland through the Office of the County Executive's Business Center Team ("County" or "BCT") is seeking professionals, businesses and non-profit organizations to provide business support service programs to our Montgomery County businesses and organizations as detailed under the Overview of Scope of Services – Montgomery County, MD Business Support Services Program.

**Intent**

It is the intent of the County to award multiple contracts with firms (businesses/organizations) and individuals to support our **Montgomery County, MD Business Support Services Program**. This program includes one-on-one sessions between Montgomery County entrepreneurs, businesses and nonprofit organizations and either a business coach, business consultant, business marketing consultants, business accounting consultants and/or business legal consultants. Based on information provided in the applications and recognized needs throughout the County, multiple rotation lists will be created and qualified Contractors will be placed in order of Contract execution date on the list. If more than one Contract has the same execution date, the application date will be utilized to establish order on the rotation list. If there is a case where multiple contracts have the same execution and application date, they will be placed on the rotation list in alphabetical order. Samples of roster lists may include programs in specific languages (i.e. English, Spanish, Chinese, Korean, French), focus on specific industry types, focus on specific business topics, and specific locations in County, this is just to mention a few and there are others. Contractors may be assigned to multiple lists.

Once the County has identified a Business Support Service need, the Contractor at the top of the related rotation list (i.e. industry, language requirement, subject matter list) will be selected to provide the service. The selected Contractor will have five (5) business days to notify the County of acceptance or rejection of the Task Order. If the Contractor is unable to provide the service, the County will go to the next Contractor on the list to provide the Task Order for the work. The selected Contractor will then move to the bottom of that specific rotation list. This will allow for a more equitable distribution of Task Orders. The Task Order will provide details regarding which Scope of Service category is requested and any specifications related to the business support services to be provided.

The County's Internal Program Planning Committee (IPPC) will determine business support service programs to be provided on a monthly, quarterly, biannual and/or annual basis according

to needs in the County and available funding. Assignments of services or Task Orders will be given on a rotating basis to ensure all Contractors have the opportunity to provide services.

The County may reach out periodically to Contractors for identified business support service needs in the community. Contractors must understand that since a rotating method of assignment is used, providing a response does not ensure the concept idea provided to the County will be used or the Contractor suggesting the concept idea will be assigned the Task Order.

It is the intent to have Contracts for a term of three (3) years, once that term expires, a new application package can be submitted for consideration.

### **Overview of Scope of Services - Montgomery County, MD Business Support Service Program Categories**

As part of the new Business Training Network, the County plans to provide the Montgomery County, MD Business Support Service Program which includes one-on-one interactions between subject matter expert professionals and Montgomery County entrepreneurs, businesses and nonprofit organizations to establish, grow and strengthen the business or organization. Specific focus area needs, locations, languages will be determined by the Internal Program Planning Committee (IPPC) and detailed in the specific Task Orders provided to Contractors on a rotating basis.

All costs incurred including, but not limited to program management, coaching or consulting material development and production, scheduling, facility rental, procuring supplies, and reporting to the County have been factored into the fixed fees listed on Exhibit A: Fee Schedule. All rates listed in Exhibit A are non-negotiable.

Montgomery County, MD Business Support Services Program includes the following Scope of Services categories. Specifications and requirements for each item are outlined in the Contract (Exhibit B).

#### **1. Business Coaching and Business Consulting**

Business Coaching involves providing mentorship and working closely with the client to hold them accountable, to develop strategies, leadership skills, communication skills, strategic planning, overcoming blocks and challenges, and learning how to implement solutions. Reporting measurements of success are determined through performance metrics related to business strategy and growth, sales and marketing, entrepreneurial mindset and business growth and development as indicated through a pre-assessment and post-assessment demonstrating personal progress and improved leadership skills, i.e. changes in decision making, increased confidence and achievement of goals.

The Business Consultant provides specialized knowledge and expert advice regarding a specific business problem by analyzing data, evaluating a system or factors related to the specific issue and providing the client with recommended actions. Typically, their work is project or issue based and focuses on identifying fast answers and providing solution ideas with direct one-one-one guidance related to resolving the challenge. Success is measured by results and numbers, i.e. issue resolution, improved profit, improved process speed, cost savings or system efficiency.

## **2. Business Marketing Consultant**

The Business Marketing Consultant is an advisor who provides analysis, suggestions, strategies and expert advice on how to update, create and implement a marketing strategy to promote the business or organization. This may include, but is not limited to assisting in identifying the marketing goals, providing entrepreneurs, business or nonprofit organization clients with an analysis of market trends and consumer behavior, developing and advising on marketing strategies, branding strategies, digital marketing options, measuring current marketing campaigns and providing suggestions to improve based on their analysis, training internal marketing teams to enhance their skills and knowledge, and advising client of most effective channels to use to best reach their target audience. The intent is NOT for them to create these marketing products for the business, but provide each business or organization with insight, knowledge and skills to be able to perform these functions. Success may be measured, for example, through provided analysis and marketing strategy or the business following consultant's suggestions resulting in increased website traffic and engagement metrics, increased revenue growth, customer retainage and demonstration of changes in marketing initiatives.

## **3. Business Accounting Consultant**

The Business Accounting Consultant is a professional who uses their education, experience and knowledge of accounting and financial principles, regulations and reporting standards to provide advice and guidance to Montgomery County businesses and Organizations. Business Accounting Consultants will work with Montgomery County entrepreneurs, businesses and/or nonprofit organizations clients to identify issues, evaluate finance data and develop recommendations and skills for improving financial performance.

The Business Accounting Consultants will work with Montgomery County businesses and organizations to provide expert advice and guidance over a wide range of financial and accounting matters including but not limited to identifying issues, evaluating financial data, tax planning and compliance, teaching entrepreneur, business and

nonprofit organization clients how to create a financial analysis, budget, forecast, payroll and financial statement preparation. The intent is NOT for them to create these products for the business, but provide each business or organization with insight, knowledge and skills to be able to perform these functions. Success may be measured, for example, through providing the business with a detailed analysis and suggested strategy for resolving the financial issue.

#### **4. Business Legal Consultant**

The Business Legal Consultant is a professional who provides expert advice and guidance on legal matters specific to the operation of the business or organization, including but not limited to reviewing contracts, understanding regulatory compliance, understanding employment and immigration laws and compliance requirements, providing advice on navigating legal disputes, developing practices that follow the law, providing insight to allow informed decisions to mitigate potential risks, and discussing possible outcomes (i.e. new or renewal of lease agreement). The Legal Consultant will NOT provide legal representation to, nor enter into an attorney-client relationship with, the business or organization client, but will offer strategic insights and support to empower the client to handle legal issues effectively. Success may be measured, for example, through demonstrated advice and assistance to the business regarding resolution of the legal issue.

### **Qualifications of Applicants**

Prospective offerors are required to furnish satisfactory evidence, including testimonials and sample work demonstrating they meet the minimum required qualifications outlined below. Qualifications for each category are outlined below. Each application, including subcontracts, will be assessed to determine if the applicant has the minimum experience, education, ability, capacity, reliability, financial stability and other factors necessary to perform the selected Scope of Service categories. Applicants found not have the minimum requirements in entirety for one or more of the Scope of Service categories they applied for will receive notification from the County.

The following are the minimum requirements needed to qualify for each Scope of Service item:

#### **1. Business Coach and Business Consultant**

- a. A minimum of bachelor's degree with preferred majors in business, social sciences or engineering. If applicable, coaching/consultant training or certification. Preference to have an M.B.A or other relevant graduate degree.
- b. Five (5) to seven (7) years of consulting or coaching experience working directly with entrepreneurs, business and/or nonprofit organization clients.

- c. Minimum of three (3) business/organization client references, demonstrating successful outcomes with details resulting from receiving business coaching or consulting.
- d. Supporting Documentation must include, but is not limited to:
  - i. Resume for each Coach/Consultant
  - ii. Business/Organization Client References
  - iii. Copies of certification or relevant education
  - iv. Three (3) to five (5) samples of work

## **2. Business Marketing Consultant**

- a. A minimum of a bachelor's degree in marketing or business degree with emphasis on marketing. If applicable, coaching and/or marketing training or certification. Preferred is an MBA with a marketing concentration.
- b. Five (5) to seven (7) years of consulting or coaching experience working directly with entrepreneurs, business, and/or nonprofit organization clients.
- c. Minimum of three (3) client references, demonstrating successful outcomes with details resulting from receiving business coaching or consulting.
- d. Supporting Documentation must include, but is not limited to:
  - i. Resume for each Coach/Consultant
  - ii. Business/Organization Client References
  - iii. Copies of certification or relevant education
  - iv. Three (3) to five (5) samples of work

## **3. Business Accounting Consultant**

- a. A minimum of a bachelor's degree in accounting, finance or a related field. Preferred is an MBA with an accounting or finance concentration.
- b. Must hold a current professional certificate i.e. Certified Public Accountant (CPA).
- c. Five (5) to seven (7) years' experience of working directly with entrepreneurs, business and/or nonprofit organization clients providing coaching on accounting and financial management issues and best practices.
- d. Demonstrates the ability to use their expertise to identify financial issues and opportunities and assist entrepreneurs, businesses and nonprofit organizations in developing and implementing solutions to improve the financial performance of the business or organization.
- e. Minimum of three (3) client references, demonstrating successful outcomes with details.
- f. Supporting Documentation must include, but is not limited to:
  - i. Resume for each Coach/Consultant

- ii. Business/Organization Client References
- iii. Copies of certification or relevant education
- iv. Three (3) to five (5) samples of work

#### **4. Business Legal Consultant**

- a. A minimum of a Juris Doctor degree from an accredited law school.
- b. Passing score on the state's bar exam to practice law legally in the DMV area, preferably in Maryland.
- c. Five (5) to seven (7) years of consulting or coaching experience working directly with entrepreneurs, business or nonprofit organization clients. Must demonstrate experience with real-estate agreements, landlord/tenant issues, human resources issues, contracts and sub agreements.
- d. Minimum of three (3) client references, demonstrating successful outcomes with details resulting from receiving business coaching or consulting.
- e. Supporting Documentation must include, but is not limited to:
  - i. Resume for each Coach/Consultant
  - ii. Business/Organization Client References
  - iii. Copies of certification or relevant education
  - iv. Three (3) to five (5) samples of work

#### **Program Recommendations**

Periodically, the County or Internal Program Planning Committee will reach out to all Contractors seeking input from their interactions with the community, any data or research efforts they performed identifying what types of services that community needs or has expressed interest in having available. Please note since this Open Solicitation has a rotating method of assignment, providing an idea or suggestion does not guarantee the idea or suggestion will be used or the Contractor suggesting the idea will be assigned a Task Order for the suggested work.

#### **Application Process**

The following items must be completed and submitted by the applicant for consideration of a contract award under this Open Solicitation:

- 1. Cover letter which must include the following:
  - a. Brief overview description of the applicant, business or organization.
  - b. Identify which of the Scope of Services Categories the applicant is applying for qualification:
    - i. Business Coach and Business Consultant
    - ii. Business Marketing Consultant

- iii. Business Accounting Consultant
- iv. Business Legal Consultant

- c. Identify which areas the applicant wishes to be considered for qualification.
  - i. Specific Topic Areas
  - ii. Specific Industry, i.e. general business, retail, restaurant, etc.
  - iii. Minority/Female/Disabled (MFD) group, general public or specific ethnic group
  - iv. Languages the scope can be provided in
  - v. Areas within Montgomery County where the applicants are willing to provide services (Up-County, Mid-County, East County, Silver Spring, Bethesda)
  - vi. Other, be specific.
- d. Brief description of each of the partners or staff members that will be included in the programs.
- e. Detailed description of how coaches and consultants will be identified to be included in future Business Support Services.

## 2. Required Supporting Documentation

Please note the more details provided in this section will allow the County to determine the different rotation lists on which the applicant will be placed on for future Task Order awards. For each area of the Scope of Services provide the following information.

- a. Copy of a current resume for each coach and consultant.
- b. Minimum of three (3) samples of work for each coach and consultant included in the application.
- c. Client References or Testimonies. Please include at least three (3) testimonies from individuals that have received coaching or consulting in the past for EACH coach and consultant included in the application. Testimonials should be from entrepreneurs, business or nonprofit organization clients who received coaching or consulting in the past and will provide specific experiences, benefits or improvements they experienced. Each testimony must include name, company name, address, email and phone number.

- d. Supporting documentation demonstrating the required minimum experience is met for each provider, i.e. education, certificates, resumes and any additional documents to support the application.
3. Provide the County with the following information for potential future Task Orders:
  - a. Capacity and number of entrepreneurs, business and/or nonprofit organization clients that can be supported on a monthly, quarterly or yearly basis
  - b. Preferred specialty areas and locations within the County
  - c. Number of available consultants
4. Business Referrals. Please include two (2) business references by professional contacts who will credibly attest to performance and professionalism of your business or organization. Each business referral must include name, company name, address, email and phone number.
5. Signed Contract Document (Exhibit B)
6. Copy of the applicant's State of Maryland Department of Assessments and Taxation Business Services Record showing it is in Good Standing. Department of Assessments and Taxation.
7. Minority Business Program & Offeror's Representation (PMMD-90) and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan" (PMMD-65).
8. Wage Requirements for Services Contract Addendum to the General Conditions of Contract between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form Wage Requirements for Services Contract Addendum to Terms and Conditions (PMMD-177).
9. If the applicant is determined to be qualified and is deemed responsible, the County will obtain a Certificate of Insurance that meets the Mandatory Insurance Requirements listed on Attachment B of Contract. Upon receipt of approval of the insurance by Division of Risk Management, BCT will submit the document to the Office of Procurement along with a request to process the Contract.

Failure to submit any of the documents listed above in a timely manner will cause the County to consider the applicant as non-responsive.

Please note that applicants must be registered in Montgomery County's Vendor Registration System website: [Home Page - Montgomery County Vendor Registration System](#) in order to provide services to the County.

All costs incurred in the preparation and submission of the application will be borne by the applicant and shall not be incurred in anticipation of receiving reimbursement from the County. After execution of the Contract, the Contract Administrator assigned by the County will forward an electronic copy of the Contract to the Contractor.

#### Proprietary & Confidential Information

This is to notify prospective applicants that the County has unlimited data rights regarding applications submitted in response to this solicitation. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and publicly display any information submitted by applicants in response to this or any solicitation issued by the County. However, information that is deemed to be confidential, commercial, or financial information as defined by the Maryland Information Act, State Government Article § 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter. It is the responsibility of the applicant to clearly identify each part of the application that it believes is confidential, commercial, or financial information by stamping the bottom right-hand corner of each pertinent page with large, one-inch, boldface letters stating the words "confidential" or "proprietary." The applicant agrees, with regard to any portion of the application that is not stamped as proprietary or confidential, that it believes and expressly permits the County to deem it not to be proprietary or confidential.

#### Wage Requirements – Service Contract (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements (Living Wage) for Services Contracts Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If an applicant fails to complete and submit the required material information on the Wage Requirements Certification form, its application may be deemed unacceptable and rejected under County law

It is understood that although a contract is being executed as an indication that the Applicant (Contractor) meets the qualifications established per service category, there is no guarantee that

the Contractor will be assigned any work assignments or Task Orders. Work assignments are determined by the County, available funding and business community needs as identified by the County.

Should you have any questions regarding this application process, please contact Business Center Team Contract Manager Stephanie Sawyer at [stephanie.sawyer@montgomerycountymd.gov](mailto:stephanie.sawyer@montgomerycountymd.gov).

Applications must be submitted to Business Center at [businesscenter@montgomerycountymd.gov](mailto:businesscenter@montgomerycountymd.gov), cc Stephanie Sawyer at [stephanie.sawyer@montgomerycountymd.gov](mailto:stephanie.sawyer@montgomerycountymd.gov).

Thank you for your interest in working with Montgomery County, Office of County Executive, Business Center Team.

Exhibit A

Open Solicitation #1187130  
 Montgomery County, MD Business Support Services Program

**Fixed Rate Schedule**

Scope of Service Item	Notes/Qualifications	Rate: expires 6/30/27	Rate: 7/1/27-6/30/28	Rate: 7/1/28-6/30/29	Rate: 7/1/29-6/30/30
Business Coach and Business Consultant Sessions	Research, emails and Material Review	\$75/ hour	\$80/ hour	\$85/ hour	\$90/ hour
	The session must be a minimum of 45 minutes.	\$100/ hour	\$105/ hour	\$110/ hour	\$115/ hour
Business Marketing Consultant Sessions	Research, emails and Material Review	\$75/ hour	\$80/ hour	\$85/ hour	\$90/ hour
	The session must be a minimum of 45 minutes.	\$100/ hour	\$105/ hour	\$110/ hour	\$115/ hour
Business Accounting Consultant Sessions	Research, emails and Material Review	\$75/ hour	\$80/ hour	\$85/ hour	\$90/ hour
	The session must be a minimum of 45 minutes.	\$100/ hour	\$105/ hour	\$110/ hour	\$115/ hour
Business Legal Consultant Sessions	Research, emails and Material Review	\$150/ hour	\$155/ hour	\$160/ hour	\$165/ hour
	The session must be a minimum of 45 minutes.	\$350/ hour	\$360/ hour	\$370/ hour	\$380/ hour

Pricing is non-negotiable.

Note: The County’s fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following year. A contract does not guarantee assignment of a task order for work.

Periodically, the County may reach out to Contractors for program ideas or areas requiring additional support. Please understand that since a rotating method of assignment is used, providing this information does not ensure that it will be used or that the contractor suggesting it will be assigned the Task Order.

Exhibit B  
Open Solicitation #1187130  
Montgomery County, MD Business Support Services Program

**Contract # \_\_\_\_\_**  
**Montgomery County, MD Business Support Services Program**

This Contract is made by and between Montgomery County, Maryland (hereinafter referred to as the “County”) and \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter referred to as the “Contractor”).

**ARTICLE I**  
Approved Scope of Services and Specialty Areas

After a thorough review of the application, including submitted supporting documentation and referrals, the County is approving the Contractor as eligible to perform the following Scope of Items.

**Scope of Services**

\_\_\_\_\_ Business Coach and Business Consultant

\_\_\_\_\_ Business Marketing Consultant

\_\_\_\_\_ Business Accounting Consultant

\_\_\_\_\_ Business Legal Consultant

Specialty Area	Industry Area	MFD Areas	Languages	County Location

The County has established the Montgomery County, MD Business Support Services Program as part of the new Business Training Network. The Montgomery County, MD Business Support Services Program is broken into four different types of one-on-one sessions or Scope of Service items, Business Coaching and Business Consulting, Business Marketing Consulting, Business Accounting Consulting, and Business Legal Consulting. All of these Business Support Service Programs are designed to provide entrepreneurs, businesses and nonprofit organizations residing in Montgomery County with one-on-one sessions to build skills, tools, tactics, best practices to address challenges on various topics necessary to start, grow and achieve a successful business or organization.

The Contractor, when provided with a Task Order will provide the specified business support service program listed in the Task Order. All associated reporting requirements must be submitted in a PDF Format. Below are the requirements to be included in each business support service program.

## **A. Types of Coaches and Consultants**

### **1. Business Coaching and Business Consulting**

Business Coaching involves providing mentorship and working closely with business and/or nonprofit organization clients to hold them accountable, developing strategies, leadership skills, communication skills, strategic planning, overcoming blocks and challenges, and learning how to implement solutions. Reporting measurements of success are determined through a pre-assessment and post-assessment which show personal progress and demonstrates improved leadership skills, i.e. changes in decision making, increased confidence and achievement of goals.

The Business Consultant provides specialized knowledge and expert advice regarding a specific business problem by analyzing data, evaluating a system or factors related to the specific issue and providing business and/or nonprofit organization clients with recommended actions. Typically, their work is project or issue based and focuses on identifying fast answers and providing solution ideas with direct one-one-one guidance related to resolving the challenge. Success is measured by results and numbers, i.e. issue resolution, improved profit, improved process speed, cost savings or system efficiency.

### **2. Business Marketing Consultant**

The Business Marketing Consultant is an advisor who provides analysis, suggestions, strategies and expert advice on how to update, create and implement a marketing

strategy to promote the business or organization. This may include, but is not limited to assisting in identifying the marketing goals, providing business and/or nonprofit organization clients with an analysis of market trends and consumer behavior, developing and advising on marketing strategies, branding strategies, digital marketing options, measuring current marketing campaigns and providing suggestions to improve based on their analysis, training internal marketing teams to enhance their skills and knowledge, and advising client of most effective channels to use to best reach their target audience. The intent is NOT for them to create these marketing products for the business, but provide each business or organization with insight, knowledge and skills to be able to perform these functions.

### **3. Business Accounting Consultant**

The Business Accounting Consultant is a professional who uses their education, experience and knowledge of accounting and financial principles, regulations and reporting standards to provide advice and guidance to Montgomery County businesses and Organizations. Accounting Consultants will work with Montgomery County entrepreneurs, business and nonprofit organization clients to identify issues, evaluate finance data and develop recommendations and skills for improving financial performance.

The Business Accounting Consultants will work with Montgomery County businesses and organizations to provide expert advice and guidance over a wide range of financial and accounting matters including but not limited to identifying issues, evaluating financial data, tax planning and compliance, teaching entrepreneur, business and nonprofit organization clients how to create a financial analysis, budget, forecast, payroll and financial statement preparation. The intent is NOT for them to create these products for the business, but provide each business or organization with insight, knowledge and skills to be able to perform these functions.

### **4. Business Legal Consultant**

The Business Legal Consultant is a professional who provides expert advice and guidance on legal matters specific to the operation of the business or organization, including but not limited to reviewing contracts, understanding regulatory compliance, understanding employment and immigration laws and compliance requirements, providing advice on navigating legal disputes, developing practices that follow the law, providing insight to allow informed decisions to mitigate potential risks, and discussing possible outcomes (i.e. new or renewal of lease agreement). The Legal

Consultant will not represent the business or organization client in court but will offer strategic insights and support to empower the client to handle legal issues effectively.

**B. Requirements for all Types of Coaches and Consultants**

1. One-on-One sessions include assisting entrepreneurs, business and nonprofit organization clients in discovering their own solutions, advising, guiding, sharing knowledge and directing businesses on actions they are to perform to reach their full potential including leadership development and strategic planning. Researching issues and reviewing businesses documents, applications, financial documents, website and marketing material to provide feedback and working one-on-one with creating solutions is included.
2. Performing actions for the entrepreneur, business such as completing applications, designing a program, filing documents, performing accounting actions, performing management and maintenance actions, representing a client in court, creating or revising a website is not allowed under this Contract.
3. The Contractor must provide and manage all aspects of the Montgomery County, MD Business Support Services Program, including, but not limited to, marketing, scheduling and coordinating coaches or consultants, procuring supplies, managing facility space, verifying sessions, tracking and collecting data, and reporting to County.
4. The Contractor may work with other subcontractor(s); however, invoices must only be submitted by the Contractor assigned to the Task Order.
5. The Contractor must not submit invoices or provide services to entrepreneurs, business or nonprofit organization clients that are being served under other Task Orders or programs within any of the different Open Solicitations managed by the Montgomery County Business Center, i.e. a client who is part of a Cohort group receiving coaching is not eligible for coaching or consulting through this program while participating in the other program.
6. Only the entrepreneurs, businesses, and nonprofit organizations residing in Montgomery County, Maryland are eligible for the Contractor to submit for reimbursement under this Contract.

7. The Contractor and providers (Business Coach, Business Consultants, Business Marketing Consultants, Business Accounting Consultants and Business Legal Consultants) are not required to be residents of Montgomery County, MD.
8. A session is considered eligible for reimbursement if it exceeds forty-five (45) minutes in length. After the first full hour, the Contractor will be reimbursed for each completed additional thirty (30) minutes.
9. The maximum number of allowed hours per entrepreneur, business and non-profit organization that can be submitted for reimbursement will be outlined in the Task Order. Contractors will not be reimbursed for hours over the stated maximum.
10. Each Montgomery County entrepreneur, business or nonprofit organization receiving one-on-one sessions must complete a brief survey during the initial session, indicating how many hours they estimate will be needed to resolve their issues and a final survey during the last session verifying how many hours of coaching and/or technical assistance they receive. Copies of this before/after service survey must be provided to the County.
11. The final post-service survey must include the following questions:
  - a. How would you rate the overall quality and relevance of the one-on-one sessions to meet your business needs:
    1. Excellent – Highly relevant and immediately applicable.
    2. Good – Mostly relevant with some valuable takeaways.
    3. Fair – Only somewhat relevant or applicable.
    4. Poor – Not relevant or useful to my business.
  - b. Upon completion of the coaching or consulting experience, do you feel prepared for future similar issues and confident that you have the skills to resolve the current issue?
  - c. The single most valuable takeaway I learned from this experience was....
12. The Contractor must maintain and provide to the County a signed or initialed log of all one-on-one sessions provided that includes the following:
  1. Provider's Name
  2. Client's Name
  3. Business Name, as applicable
  4. Business Address (City/State)

5. Industry Type
6. Date and Length of Service
7. Location (in-person or virtual or telephone)
8. Brief description of service provided
9. Outcome and/or future steps to be completed
10. The following fields are optional:
  - i. Business owner's demographic information
  - ii. Attendee's Title
  - iii. Business Email
  - iv. Business Phone Number
  - v. Number of Employees
  - vi. Business Website

## **ARTICLE II**

### Scope of Services and Reporting Requirements

The Contractor must provide monthly reports for the duration of the Task Order and a final performance report upon completion of all scope of services items included in the Task Order.

#### **A. Monthly Reports**

In addition to the submitted monthly invoice of completed work outlined in the Task Order, include a monthly report with the following for areas specified in the Task Order.

##### **1. Business Coaching and Business Consulting**

For each one-on-one session to be invoiced during the reporting period, provide a session log that includes the following information:

- a. Business Coach or Business Consultant's Name
- b. Client Name
- c. Client's Business or Nonprofit Organization Name, if applicable
- d. Business Address (City/State)
- e. Industry Type
- f. Date of Session
- g. Starting and ending time of session (Duration)
- h. Location (in-person or virtual or telephone)
- i. Brief description of service provided
- j. Outcome and/or future steps to be completed
- k. The following fields are optional:
  - i. Business owner's demographic information
  - ii. Attendee's Title
  - iii. Business Email

- iv. Business Phone Number
- v. Number of Employees
- vi. Business Website

## **2. Business Marketing Consulting**

For each one-on-one session to be invoiced during the reporting period, provide the following information:

- a. Business Coach or Business Consultant's Name
- b. Client Name
- c. Client's Business or Nonprofit Organization Name
- d. Business Address (minimum City/State)
- e. Date of session
- f. Starting and ending time of session (Duration)
- g. Location (in-person or virtual or telephone)
- h. Brief description of service provided
- i. Outcome and/or future steps to be completed
- j. The following fields are optional:
  - i. Business owner's demographic information
  - ii. Attendee's Title
  - iii. Business Email
  - iv. Business Phone Number
  - v. Number of Employees
  - vi. Business Website

## **3. Business Accounting Consulting**

For each one-on-one session to be invoiced during the reporting period, provide the following information:

- a. Business Accounting Consultant's Name
- b. Client Name
- c. Client's Business or Nonprofit Organization Name
- d. Business Address (minimum City/State)
- e. Date of session
- f. Starting and ending time of session (Duration)
- g. Location (in-person or virtual or telephone)
- h. Brief description of service provided
- i. Outcome and/or future steps to be completed
- j. The following fields are optional:
  - i. Business owner's demographic information
  - ii. Attendee's Title

- iii. Business Email
- iv. Business Phone Number
- v. Number of Employees
- vi. Business Website

#### **4. Business Legal Consulting**

For each one-on-one session to be invoiced during the reporting period, provide the following information:

- a. Business Legal Consultant's Name
- b. Client Name
- c. Client's Business or Nonprofit Organization Name
- d. Business Address (minimum City/State)
- e. Date of session
- f. Starting and ending time of session (Duration)
- g. Location (in-person or virtual or telephone)
- h. Brief description of service provided
- i. Outcome and/or future steps to be completed
- j. The following fields are optional:
  - i. Business owner's demographic information
  - ii. Attendee's Title
  - iii. Business Email
  - iv. Business Phone Number
  - v. Number of Employees
  - vi. Business Website

#### **B. Final Performance Report**

Upon completion of all scope of services items outlined in the Task Order, the Contractor must submit within thirty (30) days a Final Performance Report outlining services included in the Task Order. Below is a description of each Scope of Service item and the reporting requirements to be included if that item was part of the Task Order.

##### **1. Business Coaching and Business Consultant**

Include in the Final Performance Report a section and data related to Business Coaching and Business Consultant sessions held throughout the Task Order.

- a. Brief summary of common themes, topics or areas.
- b. Total number of Montgomery County entrepreneurs, businesses and nonprofit organizations who received one-on-one sessions.
- c. Total number of sessions provided
- d. Summary of post-program survey for all participants

- e. Minimum of three (3) success stories

**2. Business Marketing Consultant**

Include in the Final Performance Report a section and data related to Business Marketing Consultant sessions held throughout the duration of the Task Order.

- a. Brief summary of common marketing questions or topics
- b. Total number of Montgomery County entrepreneurs, businesses and nonprofit organizations who received one-on-one sessions.
- c. Total number of sessions provided
- d. Summary of post-program survey for all participants
- e. Minimum of three (3) success stories

**3. Business Accounting Consultant**

Include in the Final Performance Report a section and data related to Business Marketing Consultant sessions held throughout the duration of the Task Order.

- a. Brief summary of common accounting issues or topics discussed.
- b. Total number of Montgomery County entrepreneurs, businesses and nonprofit organizations who received one-on-one sessions.
- c. Total number of sessions provided
- d. Summary of post-program survey for all participants
- e. Minimum of three (3) success stories

**4. Business Legal Consultant**

Include in the Final Performance Report a section and data related to Business Marketing Consultant sessions held throughout the duration of the Task Order.

- a. Brief summary of common legal questions, issues or topics
- b. Total number of Montgomery County entrepreneurs, businesses and nonprofit organizations who received one-on-one sessions.
- c. Total number of sessions provided
- d. Summary of post-program survey for all participants
- e. Minimum of three (3) success stories

**ARTICLE III**

Compensation and Invoicing

Should the Contractor be requested by the County to perform a Scope of Service item, the Contractor will be compensated for services that are satisfactorily provided by the Contractor to the County, as determined by the County. Compensation must not exceed funds appropriated by the County and be encumbered into a County Purchase Order issued to the Contractor. No

services are to be performed or compensated under this Contract prior to the execution of a County Purchase Order and the Contractor's receipt of said County Purchase Order for the requested service(s).

Services performed on this Contract in partnership with subcontractors or another Montgomery County Contractors can only be submitted by the Contractor assigned the Task Order. Duplication of services will not be reimbursed.

All compensation will be made through electronic (ACH) payments only.

Compensation is outlined in Exhibit A. Fixed Rate Schedule.

**A. General Invoicing Requirements**

Invoices submitted by the Contractor must contain:

1. A unique invoice number; and
2. A remittance address and point of contact; and
3. This Contract Number: and
4. Task Order Number: and
5. The Purchase Order (PO) number under which funds were encumbered; and
6. The dates of delivery or service; and
7. A short description of the County requested service(s); and
8. Summary Report and supporting documentation as requested by the County.

The Contractor must submit invoices and supporting documentation in a format approved by the County, no later than thirty (30) days following the completion of the service request or upon a schedule of invoicing determined by the Contract Administrator assigned to the service request.

Upon receipt, acceptance, and approval of the Contractor's true and correct invoice, the County will process the payment within thirty (30) calendar days for expenses incurred by the Contractor in providing the goods and services described in the service request. All required reports, and other supporting documentation, must be provided with the Contractor's invoice. Invoices must be sent electronically to the Contract Administrator designated by the County.

#### **ARTICLE IV**

##### **Term**

The term of this Contract is effective upon signature of the Director, Office of Procurement, and will continue for three (3) years from the date of signature.

#### **ARTICLE V**

##### **General Conditions and Insurance**

The General Conditions of Contract Between County and Contractor (“General Conditions”) are incorporated by reference and made a part of this Contract as Attachment A, except that Provision 21, “Insurance,” of the General Condition, is superseded by the attached Mandatory Insurance Requirements, which are incorporated by reference into, and made a part of this Contract as Attachment B.

#### **ARTICLE VI**

##### **Priority of Documents**

The following documents are incorporated by reference into and made a part of this Contract. In the event of a conflict among the documents comprising this Contract, the order of priority for purposed of resolving conflict is:

1. This Contract document; and
2. The General Conditions of Contract Between the County and Contractor (Attachment A),  
and
3. The Mandatory Insurance Requirements (Attachment B).

**SIGNATURE PAGE FOLLOWS**

**SIGNATURES**

CONTRACTOR

MONTGOMERY COUNTY, MARYLAND

By: \_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RECOMMENDED

By: \_\_\_\_\_  
Ken Hartman  
Assistant Chief Administrative Officer  
Office of the County Executive

\_\_\_\_\_  
Date

THIS CONTRACT HAS BEEN PRE-APPROVED AS TO THE FORM AND LEGALITY BY THE OFFICE OF THE OFFICE OF THE COUNTY ATTORNEY AND MAY NOT BE MODIFIED.

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

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 and mechanical systems service 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 27 Courthouse Square, Ste 330 Rockville, Maryland 20850				

\*Professional services contracts only

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General 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  
 27 Courthouse Square, Ste 330  
 Rockville, Maryland 20850

**(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, late fees, or shipping fees that are not provided for in the contract. 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.**

## Attachment B

**MANDATORY MINIMUM INSURANCE REQUIREMENTS – Business Support Services Program – provision of one-on-one business coaching and consulting services to entrepreneurs, businesses, and nonprofit organizations, including advisory services in strategy, marketing, accounting, and legal compliance, along with program administration, reporting, and performance tracking**

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

### Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate** for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

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

### Professional Liability (Errors and Omissions)

The Contractor must maintain professional liability insurance with limits of not less than **one million dollars (\$1,000,000) per claim**, covering claims arising from negligent acts, errors, or omissions in the performance of business training, coaching, consulting, curriculum development, technical assistance, program administration, reporting, and advisory services provided under this Contract. If the professional liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended reporting period will be exercised, for a period of not less than three (3) years following completion of services.

### Workers' Compensation/Employers' Liability

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

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

### Subcontractor Requirements

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

### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's **commercial general** and **contractor's excess/umbrella** insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

### Policy Cancellation

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

Certificate Holder  
Montgomery County, Maryland  
Office of the County Executive / Stephanie Sawyer  
101 Monroe Street, 15th Fl.  
Rockville, MD 20850