



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

OPEN SOLICITATION AMENDMENT #1 OPEN SOLICITATION #1190949

EARLY CHILDHOOD CONSULTANTS: INFANT AND EARLY CHILDHOOD MENTAL HEALTH SUPPORT SERVICES, TRAINING, AND COACHING

NOTICE EFFECTIVE ON FEBRUARY 5, 2026

THE FOLLOWING ARE APPLICABLE TO THE OPEN SOLICITATION:

CHANGE #1

Replace Page 12 with Revised Page 12.

THERE ARE NO OTHER CHANGES.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION AND LABELED AS VERSION 1 AMENDMENT NO 1.

ISSUED BY:


Avinash G. Shetty,
Director, Office of
Procurement

for

Office of Procurement

27 Courthouse Square, Suite 330 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

Open Solicitation #1190949
FORM CONTRACT # _____

Sexual Abuse and Molestation (SAM) Coverage

The Contractor shall maintain insurance coverage for Sexual Abuse and Molestation in an amount not less than ***one million dollars (\$1,000,000) per occurrence***. This coverage may be provided through a standalone policy or as an endorsement to the Contractor's Commercial General Liability or Professional Liability policies. The policy shall expressly provide affirmative coverage for acts of sexual abuse, molestation, or exploitation committed by employees, agents, Contractors, or volunteers of Contractor in connection with services rendered under this Contractor.

Professional Liability

The Contractor must maintain professional liability insurance with limits of not less than ***one million dollars (\$1,000,000) per claim***, covering acts, errors, or omissions arising out of the provision of professional services under this Contract. Such coverage must include, but not be limited to, liability for consultation, training, and coaching services related to early childhood mental health support, behavioral assessment, and program development. The insurance must remain in effect for the duration of the Contract and for a minimum of three (3) years following its termination to cover claims arising from services performed under this Contract.

Cyber Liability

If Contractor has access to Confidential Information, Privacy and Network Security coverage shall be maintained with limits of not less than ***five hundred thousand dollars (\$500,000) per occurrence***. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability.

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

Sub Contractor Requirements

Unless otherwise stated below the proposed awardee/Contractor shall require all sub Contractors 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

Sexual Abuse and Molestation (SAM) Coverage

The Contractor shall maintain insurance coverage for Sexual Abuse and Molestation in an amount not less than ***one million dollars (\$1,000,000) per occurrence***. This coverage may be provided through a standalone policy or as an endorsement to the Contractor's Commercial General Liability or Professional Liability policies. The policy shall expressly provide affirmative coverage for acts of sexual abuse, molestation, or exploitation committed by employees, agents, Contractors, or volunteers of Contractor in connection with services rendered under this Contractor.

Professional Liability

The Contractor must maintain professional liability insurance with limits of not less than ***one million dollars (\$1,000,000) per claim***, covering acts, errors, or omissions arising out of the provision of professional services under this Contract. Such coverage must include, but not be limited to, liability for consultation, training, and coaching services related to early childhood mental health support, behavioral assessment, and program development. The insurance must remain in effect for the duration of the Contract and for a minimum of three (3) years following its termination to cover claims arising from services performed under this Contract.

Cyber Liability

If Contractor has access to Confidential Information, Privacy and Network Security coverage shall be maintained with limits of not less than ***one million dollars (\$1,000,000) per occurrence***. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability.

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

Sub Contractor Requirements

Unless otherwise stated below the proposed awardee/Contractor shall require all sub Contractors 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