



OFFICE OF PROCUREMENT

Marc Elrich  
County Executive

Avinash G. Shetty  
Director

SOLICITATION AMENDMENT #1  
Open Solicitation #1193175  
March 3, 2026

PAGE 1 of 2 FOR THE PROCURMENT OF: **Montgomery County, MD Business Cohort Training Program**  
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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO CONTRACT EXECUTION. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT YOUR APPLICATION.

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DESCRIPTION OF AMENDMENT:

**Change #1: Replace Page 7 with Revised Page 7.** Changes to the solicitation wording are indicated as follows: *italicized and bold* for edits.

THERE ARE NO OTHER CHANGES.

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THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY:

for

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

NAME OF OFFEROR:

\_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN PROPOSAL:

\_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE:

DATE :

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](http://www.montgomerycountymd.gov)



vi. Other, be specific.

c. Brief description of partners that will be included in their programs or how partners will be identified to be included in the programs in the future.

2. Required Supporting Documentation

Please note that the more details provided in this section will allow the County to determine the different service lists on which the applicant will be placed on for future Task Order awards.

a. Cohort Program experience of at least two (2) completed cohorts within the last (3) years.

b. List of all Cohort Training Programs provided over the last three (3) to five (5) years including the following:

- i. Name of the Cohort Training Program
- ii. Detailed description of each Cohort Program
- iii. Description of what was included in the program (coaching, consulting, type of educational sessions, homework, surveys, reporting elements).
- iv. Description of the topics covered, industry specific focus, MFD focus and languages.
- v. Average number of attendees for each Cohort Program.
- vi. ***Indicate that the submitted program meets the criteria for A La Carte or Enhanced Cohort Training Program.***
- vii. ***Provide supporting documentation for each program submitted, i.e. marketing documents, training materials, certificates, resumes, agenda.***

c. ***Provide a list of all future Cohort programs ideas that the applicant can deliver (additional ideas can be provided at any time). Please include at minimum:***

- i. Topic Focus
- ii. ***A La Carte or Enhanced Cohort Program or can be either***
- iii. ***Industry and/or MFD focus***
- iv. Languages the program can be provided in
- v. ***Sample Program Outline and Curriculum***
- vi. ***Other (provide as much detail as you believe is necessary for committee to understand the program)***

3. Three (3) Written Referrals/Testimonies. At least two (2) must be from Cohort members that have completed Cohort Training Programs you have managed in the past. Each must include name, company name, address, email and phone number.

4. Signed Contract Document (Exhibit B)

5. 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](#)

Open Solicitation #1193175  
Montgomery County, MD Business Cohort Training Programs

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 organization to provide Business Cohort Programs to our Montgomery County businesses and nonprofit organizations as detailed under the Overview of Scope of Services - Business Cohort Programs and the attached Contract.

**Intent**

It is the intent of the County to award multiple contracts with firms (businesses/organizations) to support our BCT's Business Cohort Training Programs. 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 ratification date on the list. If more than one Contract has the same ratification 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 ratification 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 training topics, or specific location in County just to mention a few. Contractors may be assigned to multiple lists.

Once the County has identified a needed Cohort Training Program, 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 that Contractor cannot 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 County's Internal Program Planning Committee will determine 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 Cohort Program Ideas. Contractors must understand that since a rotating method of assignment is used, providing an idea does not ensure that it will be used or that the contractor suggesting the idea will be assigned the Task Order.

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

## **Overview of Scope of Services-Business Cohort Training Programs**

### **A. A La Carte Business Cohort Training Programs**

The A La Carte Business Cohort Training Programs are designed to provide a group or Cohort of at least 20 entrepreneurs, businesses and nonprofit organizations residing in Montgomery County with tactics, best practices, knowledge of business support systems, shared experiences, encourage peer learning to resolve business problems, and discuss various topics necessary to achieving business growth. For Cohort larger than 20 members, at least 75% must have a business located within Montgomery County, MD. Types of cohort programs under this category could, for example, include but are not limited to bootcamp model, apprenticeship model, cohort-based, collaborations with group accountability model, online model or AI-First learning model.

Under the A La Carte Business Cohort Training Programs, the County will identify the specific topic or industry focus of the needed program and will work with the Contractor to determine specific requirements to be included in that Cohort Training Program which will then be outlined in the Task Order. At minimum all programs will include marketing/promotional activities, educational sessions, coaching and/or consulting and reporting. Below is a brief summary of the different A La Carte activities:

#### **a. Marketing/Promotional Activities (Required)**

The contractor must perform a variety of activities to promote the program notating on all material that Montgomery County Government is sponsoring the program.

#### **b. Educational Training Sessions (Required)**

The program must include educational training sessions, in-person, virtual or a hybrid covering the focus topics. The number of sessions will be determined during program development and be included in the Task Order.

#### **c. Business Coaching and Business Consulting**

Business coaching involves providing mentorship and working closely with the Cohort member to hold them accountable, developing strategies, leadership skills, communication skills, strategic planning, overcoming blocks and challenges and learning how to implement solutions.

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 Cohort member with recommended actions.

Each Cohort member must be provided with a minimum of either three (3) interactive one-on-one Business Coaching sessions or three (3) interactive one-on-one Business Consultant or a combination of three (3) sessions of either type.

Each session must have a duration of at least forty-five (45) minutes each. Maximum number of allowed hours will be outlined in the Task Order.

**d. Homework Assignments**

Homework assignments are individual, or group activities provided to participants to enhance their learning and put skills learned into action.

**e. Community Networking Events**

The Contractor is encouraged to identify a list of no-cost networking events that align with the Cohort strategic goals. These events are non-reimbursable and should not be organized by the Contractor. These are events in the community that members would be encouraged to attend to further their networking circle and if applicable provide the Cohort Group with a summary of their experience. Cohort Group members should attend a minimum of one (1) event during the Cohort program.

**f. Survey and Program Reporting (Required)**

A pre-program survey or evaluation must be included to determine specific goals for each Cohort member. After completion of the program, or during the final session, a post-program survey or evaluation must be given to measure process made toward identified goals and overall satisfaction with the program. This information must be included in the Final Program Report. Other items to be included on the Final Program Report are outlined in the Contract.

The A La Carte Business Cohort Training Program's compensation is reimbursable based on the Fixed Rate Schedule and details outlined in the Task Order regarding maximum allowed sessions. All rates identified in the Fixed Rate Schedule are non-negotiable. All overhead costs (i.e. curriculum development, planning, organizing, procurement of facilities and instructions, supplies and managing the program) are built into the various pricing items on the Fixed Rate Schedule.

**B. Montgomery County Enhanced Cohort Training Program**

The Montgomery County Enhanced Cohort Training Programs are designed to provide a cohort of at least 20 entrepreneurs, businesses and nonprofit organizations residing in Montgomery County with best tactics, best practices, knowledge of business support systems, shared experiences, encourage peer learning to resolve business problems, and

discuss various topics necessary to achieving business growth. For Cohort larger than 20 members, at least 75% must have a business located within Montgomery County, MD.

Unlike A La Carte program, the Montgomery County Enhanced Cohort Program requires a minimum set of activities to be included in the program. Additionally, compensation is a flat, fixed fee for the overall program.

The Contractor must develop curriculum, organize, execute and manage all aspects of a Montgomery County Enhanced Cohort Training Program which revolves around a business topic or industry-specific program identified by the County on the associated Task Order.

The Montgomery County Enhanced Cohort Program will run for a minimum of six (6) weeks to a maximum of three (3) months. Each Enhanced Cohort Program must include the following elements.

**a. Marketing/Promotional Activities**

The Contractor must perform a variety of activities to promote the program indicating the County is the main sponsor on the program.

**b. Educational Training Sessions**

The Enhanced Cohort Program must include a minimum of five (5) workshop sessions for a minimum of two (2) hours each. Twenty-five (25) percent of the sessions must be in person. The remaining sessions can be in person, virtual or a hybrid.

**c. Business Coaching and Business Consulting**

Business coaching involves providing mentorship and working closely with the Cohort member to hold them accountable, developing strategies, leadership skills, communication skills, strategic planning, overcoming blocks and challenges and learning how to implement solutions.

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 Cohort member with recommended actions.

Each Cohort member must be provided with a minimum of either five (5) interactive one-on-one Business Coaching sessions or five (5) interactive one-on-one Business Consultant or a combination of five (5) sessions of either type. Each session must have a duration of at least forty-five (45) minutes each.

**d. Homework Assignments**

To enhance the learning and put skills learned into action, each Enhanced Cohort member must complete curriculum assignments related to the Workshop Training Sessions. Homework assignments can be individual or group exercises.

**e. Community Networking Events**

As part of the curriculum, each Cohort member must attend at least two (2) networking events offered in the community. After attendance each Cohort member must summarize and present their experience during a Workshop Training Sessions.

**f. Survey and Program Reporting**

Each Enhanced Cohort member must complete a pre-program survey or evaluation to determine specific individual member goals and a final post-program survey or evaluation to measure process toward those identified goals and satisfaction with the program. The Contractor must incorporate survey data, summary of program activities, overall results for both the program and individual cohort members, successes, areas for program improvement and brief summary of each Cohort members into the final report. For specific details, please review the Reporting Section of the Contract.

## **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. These qualifications are applicable to all prospective offerors, regardless of the model they are applying for (a la carte or enhanced). 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 required to qualify:

1. Cohort Program Development and Management. The applicant must have three (3) to five (5) years of experience designing, launching, and managing cohort-based programs, including, but not limited to marketing, curriculum development, participant recruitment and selection, facility procurement, facilitated training delivery, providing business coaches, business consultants, and performance measurement, with an emphasis on business learning and applied business outcomes.

2. Minimum of three (3) to five (5) years' experience for each specialty area, MFD Area, language or industry area you are requesting to be able to provide a Cohort Training Program.
3. Business Training Sessions. The instructors/lecturers teaching the business training sessions must have three (3) to five (5) years' experience. The Contractor must provide in detail a description of the plan to be used to procure these individuals.
4. Business Coaches and Business Consultants must have a bachelor's degree with a major in business, social sciences or engineering, with a preference to have an M.B.A., and three (3) to five (5) years of experience providing one-on-one business coaching and consulting to business in their area of specialty. Business Coach certification or specific classwork in business coaching is optional.
5. The Contractor must provide in detail a description of the plan to be used to procure Business Coaches and Business Consultants.

### **Program Recommendations**

Periodically, the County or 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, training and programs that community needs or has expressed interest in having available. Please be aware that 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. Identify which Scope of Services Categories the applicant is applying for qualification: A La Carte Business Cohort Training Programs, Montgomery County Enhanced Cohort Training Programs or both programs.
  - b. 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. MFD in general or specific ethnic group
    - iv. Languages the scope can be provided in
    - v. Areas within Montgomery County where the applicant can provide services (Mid-County, East County, Silver Spring, Bethesda)

vi. Other, be specific.

c. Brief description of partners that will be included in their programs or how partners will be identified to be included in the programs in the future.

2. Required Supporting Documentation

Please note that the more details provided in this section will allow the County to determine the different service lists on which the applicant will be placed on for future Task Order awards.

a. Cohort Program experience of at least two (2) completed cohorts within the last (3) years.

b. List of all Cohort Training Programs provided over the last three (3) to five (5) years including the following:

- i. Name of the Cohort Training Program
- ii. Detailed description of each Cohort Program
- iii. Description of what was included in the program (coaching, consulting, type of educational sessions, homework, surveys, reporting elements).
- iv. Description of the topics covered, industry specific focus, MFD focus and languages.
- v. Average number of attendees for each Cohort Program

c. Provide a list of all future programs that the applicant has the qualifications to provide, including:

- i. Topic Focus
- ii. Industry, MFD focus
- iii. Languages the program can be provided in.
- iv. Other (be specific)

3. Three (3) Written Referrals/Testimonies. At least two (2) must be from Cohort members that have completed Cohort Training Programs you have managed in the past. Each must include name, company name, address, email and phone number.

4. Signed Contract Document (Exhibit B)

5. 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](#)

6. Minority Business Program & Offeror's Representation ([PMMD-90](#)) and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan" ([PMMD-65](#))
7. 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 \(PMMD-177\)](#)"
8. 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 as indicated, 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). Thank you for your interest in working with Montgomery County, Office of County Executive, Business Center Team.

Exhibit A

Open Solicitation #1193175  
 Montgomery County, MD Business Cohort Training Programs

**Fixed Rate Schedule**

**Scope A. A La Carte Business Cohort Training Programs**

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
Final Program Report	One-time, Flat Fixed Fee upon receipt and County's approval of Cohort Group Program Final Report.	\$1,000	\$1,030	\$1,060	\$1,090
Marketing and Promotional Activities	Expenses related to marking and promotional activities related to the program.	Reimbursable up to \$2,000	Reimbursable up to \$2,060	Reimbursable up to \$2,120	Reimbursable up to \$2,180
Business Coaching 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.	\$125/ hour	\$130/ hour	\$135/ hour	\$140/ hour
Virtual Only Cohort Workshop Training Sessions	Session is one hour (60 minutes) to 2 hours (120 minutes)	\$1,000 per training session	\$1,030 per training session	\$1,060 per training session	\$1,090 per training session
	Session is greater than two hours (121 minutes) to a maximum of five hours (300 minutes).	\$2,000 per training session	\$2,060 per training session	\$2,120 per training session	\$2,180 per training session
	Session is greater than five hours (301+ minutes)	\$3,500 per training session	\$3,600 per training session	\$3,700 per training session	\$3,800 per training session
In-person/Hybrid Cohort	Session is one hour (60 minutes) to 2 hours (120 minutes)	\$1,500 per training session	\$1,550 per training session	\$1,600 per training session	\$1,650 per training session

Workshop Training Sessions  <i>Note: Hybrid events must have a minimum of 3 cohort members that are in-person, or the event will be compensated using virtual rates.</i>	Session is greater than two hours (121 minutes) to a maximum of five hours (300 minutes).	\$3,000 per training session	\$3,090 per training session	\$3,180 per training session	\$3,270 per training session
	Session is greater than five hours (301+ minutes)	\$5,000 per training session	\$5,150 per training session	\$5,300 per training session	\$5,450 per training session

Categories to be included in the program will be outlined in the Task Order. Pricing is non-negotiable.

### Scope B. Montgomery County Enhances Cohort Training Programs

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
Completed Montgomery County Enhanced Cohort Training Program	Flat Fixed Fee for all elements of the program. This flat, fixed fee will be provided in two payments as follows: <i>Initial Program Report with Invoice</i> – 1/2 of the flat fixed fee <i>Final Program Report with Invoice</i> – final 1/2 of the flat fixed fee	\$30,000 per program	\$31,000 per program	\$32,000 per program	\$33,000 per program

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 Cohort Program Ideas. Please understand that since a rotating method of assignment is used, providing an idea does not ensure that it will be used or that the contractor suggesting it will be assigned the task order.

Exhibit B  
Open Solicitation #1193175  
Montgomery County, MD Business Cohort Training Programs

**Contract # \_\_\_\_\_**  
**Montgomery County, MD Business Cohort Training Programs**

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.

\_\_\_\_\_ A La Carte Business Cohort Training Programs

\_\_\_\_\_ Montgomery County Enhanced Cohort Training Programs

Specialty Area	Industry Area	MFD Areas	Languages	County Location

**ARTICLE II**  
Scope of Services and Reporting Requirements

The County will be providing various Business Cohort Training Programs designed to provide a Cohort group of entrepreneurs, businesses and nonprofit organizations residing in Montgomery County with tactics, best practices, knowledge of business support systems, shared experiences, encourage peer learning to resolve business problems, and discuss various topics necessary to achieving business growth and success.

The County will have two different types of Business Cohort Training programs: A La Carte Business Cohort Training Programs in which specific elements are selected to be included in the program and included on the Task Order and the Montgomery County Enhanced Cohort Training

Programs which have a fixed set of required elements to be included. The list below describes in detail each element.

**A. General Cohort Program Overview (Required for A La Carte and Enhanced)**

1. Program Management. The Contractor must provide and manage all aspects related to the Program, including, but not limited to concept development, training material development and production, marketing and promotional activities, Cohort Member selection process, scheduling, coordinating instructors, procuring supplies, tracking performance, performing pre and post survey reviews and reporting to the County.
2. The Contractor may bring in sub-contractor(s) to perform various aspects of the Cohort Program, however invoicing to the County must be only performed by the Contractor.
3. The Contractor may establish a fee structure for the program, to be approved by the County.
4. If offered a Task Order to perform a Cohort Program (A La Carte or Enhanced), the Contractor must respond to the County within five (5) business days to indicate if they have the capacity to perform the Task Order or are passing on the task order. If the Contractor declines the Task Order, they must provide an appropriate justification.
5. The Contractor may solicit, secure and manage third-party sponsorships for the Cohort Program. However, Montgomery County, MD must be listed as the main sponsor.
6. Review and Selection Process. All Cohort group members are selected through an application process.
  - i. The Contractor will develop an application process, review and assess each application to ensure the individual and associated business meets the criteria to successfully complete the program.
  - ii. The Contractor must review and assess each application to ensure the individual and associated business meets the criteria to successfully complete the Cohort program.
  - iii. The Contractor will perform all follow-up actions and/or interviews as required.
  - iv. The Contractor will provide applicants with feedback regarding the application status.

7. Selected Cohort Group Member List. Upon the completion of Cohort Group member application process and selection, the Contractor must provide the County with a list of all members included in the Cohort Group in a format acceptable to the County, which includes the following:
  - i. Cohort Group Name or Identifier
  - ii. Cohort Member's Name;
  - iii. Business/Organization Name:
  - iv. Business Address;
  - v. Brief Description of Business/Organization
  - vi. Optional date for each Cohort Member:
    1. Business owner's demographic information;
    2. Business email;
    3. Business phone number;
    4. Number of employees;
    5. Industry type; and
    6. Business Website.

**B. Marketing/Promotional Activities (Required for A La Carte and Enhanced)**

1. The marketing and promotional activities must be launched two (2) months from the date of signing of the Task Order and receipt of the Purchase Order.
2. The Contractor must list the Cohort Training Program, with application closing dates on the County's Business Center Calendar, <https://www.montgomerycountymd.gov/business/calendar.html> at least three (3) weeks prior to the close of the application.
3. The Contractor must identify the County as a main sponsoring partner on their website and all literature and marketing material related to the Program. Samples of marketing material must be included in the associated invoice and report.
4. At the first session of the program, the Contractor must provide to the selected members information that the program is sponsored by the County.
5. The Contractor can secure additional sponsorship to assist with funding; however, it must be clearly presented in program material and marketing that the County is the main sponsor of the Cohort Training Program.

**C. Educational Training Sessions (Required for A La Carte and Enhanced)**

1. The Contractor must provide educational training sessions to provide best tactics, best practices, support systems for business, share what cohort members and instructors have learned and achieved, discuss problem solutions and discuss other topics related to the Cohort Program focus outlined in the Task Order.

2. The Educational Training Session must not include within the submitted duration time any breaks for lunch, networking time or any time providing one-on-one coaching. It can include one fifteen (15) minute break for sessions that are four hours or less and two fifteen (15) minute breaks for full day sessions.
3. For the A La Carte Business Cohort Training Programs, the number of sessions and format will be identified in the Task Order.
4. In order for A La Carte Business Cohort Training Session to be considered a hybrid or in-person session there must be a minimum of three (3) cohort members attending in physically in person at the session.
5. For the Montgomery County Enhanced Cohort Program there must be a minimum of five (5) workshop sessions for a minimum of two (2) hours each. At least twenty-five (25) percent of the sessions must be in person. The other sessions can be in person, virtual or a hybrid.
6. All in person Educational Training Sessions must be held in Montgomery County, Maryland.
7. For each Educational Training Session that Contractor must have a sign-in sheet or attendee participation sheet that includes at minimum the following:
  - i. Date of the Session
  - ii. Total Duration of the Session, including start and ending time
  - iii. Topic(s) or Agenda
  - iv. Session Materials or documentation, if applicable
  - v. Cohort Member's Name
  - vi. Business Name
8. The Contractor must include a slide or handout during the program providing the following County Resources:
  - i. The Montgomery County Business Center website: [Business Center - Montgomery County, Maryland \(montgomerycountymd.gov\)](http://BusinessCenter-MontgomeryCountyMaryland.montgomerycountymd.gov)
  - ii. General Information on Procurement Guidelines on How to Do Business with Montgomery County: [Office of Procurement Homepage, Montgomery County, MD \(montgomerycountymd.gov\)](http://OfficeofProcurementHomepage.MontgomeryCountyMD.montgomerycountymd.gov)
  - iii. Business Opportunities and Solicitations with Montgomery County: [News and Information Page, Montgomery County Office of Procurement, Montgomery County, MD \(montgomerycountymd.gov\)](http://NewsandInformationPage.MontgomeryCountyOfficeofProcurement.MontgomeryCountyMD.montgomerycountymd.gov)

- iv. Montgomery County's Vendor Registration System website: [Home Page - Montgomery County Vendor Registration System](#)

**D. Business Coach and Business Consultant (Required for A La Carte and Enhanced)**

The Business Coach is an individual who provides mentorship and works closely with the business or organizations owner or executive team to hold them accountable, develop strategies, leaderships skills, communication skills, strategic planning, and overcoming blocks and challenges and learning how to implement solutions. Their goal is to ask questions, listen, challenge biases and beliefs and encourage critical thinking that will grow the business or organization. The focus is on improving leadership and management skills and providing guidance to the client to achieve long-term development and the real change required to grow the business.

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-on-one guidance related to resolving the challenge.

1. Contractors may elect to include Business Coaching, Business Consulting or a combination of the two types of one-on-one assistance to best meet the needs of the Cohort members. In total, a minimum of five (5) sessions are required for both programs. For the A La Carte program, the maximum number of allowed hours is outlined in the Task Order.
2. Under A La Carte program, only Montgomery County, MD businesses and organizations are eligible for reimbursement.
3. Pre and Post Survey or Assessment. At the initial session, the Cohort member must complete a survey or assessment to identify areas of improvement and establish goals for the coaching. During the last session the Cohort member must complete a post survey assessment to measure the process toward the goals.
4. The Contractor must maintain and provide to the County, an appointment tracking sheet in a format acceptable to the County, which includes the following:
  - i. Participant's name;
  - ii. Date of visit;
  - iii. Type of Service: Business Coaching or Business Consulting
  - iv. Duration of visit including beginning and ending time of each session;
  - v. A brief description of services provided or topic of discussion;
  - vi. Outcome, progress, or future actions.

5. For Business Coaching the reporting is a measurement of success as seen through Cohort member's progress and improved leadership skills over time as seen in changes in decisions, improved confidence and goal achievement.
6. For Business Consulting, the report focuses on issue resolution, improved profit, progress speed improvement, cost savings or system efficacy improvement as a result of the provided analysis and suggestions being followed.
7. Performing actions for the business or nonprofit, such as completing applications, designing programs, filing documents, performing accounting actions, performing management and maintenance actions, creating or revising a website is not allowed under this Contract.
8. Each Business Coaching or Business Consultant session must be a minimum of forty-five (45) minutes.
9. For A La Carte programs, if a subcontractor is being used to provide business coaching or business consulting, then a copy of the invoice with the tracking sheet must be provided with provider signature as proof of the session.

#### **E. Homework Assignments**

Homework assignments help reinforce the training material, ensuring Cohort members retain the information and can apply it in real-world scenarios. Group homework assignments provide practice in skills valuable to businesses including encouraging members to communicate effectively, fostering teamwork and collaboration and the development of the ability to solve complex problems, all while creating a supportive environment and network for members to reach out to in the future.

1. For the A La Carte Business Cohort Training Program including homework assignments is optional but encouraged.
2. Montgomery County Enhanced Cohort Training Programs must include appropriate homework assignments, group or individual to enhance material being taught and allow Cohort members to practice or apply skills learned.

#### **F. Business Community Networking**

Business Community Networking opens doors for new partnerships, collaborations, engagement with others to gain insights, share knowledge, learning and gain referrals and recommendations to grow one's business, and generally increase each Cohort members support network. Under this program the intent is to have the Cohort members attend

other organization's networking events, whether it is a for-profit event or nonprofit event such as a local chamber event.

1. Community Networking does not include the Contractor setting up a networking event and is non-reimbursable.
2. Contractors must provide Cohort Members with suggestions or a list of available Community Networking Events scheduled during the Cohort program.
3. All Cohort Members should be encouraged to attend Community Networking events.
4. The Montgomery County Enhanced Cohort Training Program's Cohort Members must attend at least two Community Networking Events during the timeframe of the program and report back to the group regarding the events attended.

## **G. A La Carte Business Cohort Training Programmatic Reporting**

### **1. Monthly Reporting with Invoice**

- i. Each Monthly report must include a general summary of the activities performed during the reporting period with next steps outlined.
- ii. Initial Monthly Report must include a review of selection process, curriculum planning and an outline of the Cohort Program's dates.
- iii. For the month including the Cohort Group selection, the Contractor must provide a copy of the Selected Cohort Members List, copies of the pre-program survey or assessment and high-level summary of pre-program survey or assessment to include focus areas identified and proof of Montgomery County businesses active registration with SDAT.
- iv. General information and samples of marketing and promotional activities with attached invoices for reimbursement.
- v. Educational Training Sessions
  1. Total Number of Educational Training Sessions
  2. Total Number of Attendees (Montgomery County/Total)
  3. Topic(s) or Agenda
  4. General Statement regarding Outcomes
  5. Attachments: session material and documentation and Cohort Group Sign-in or Attendee List.
- vi. Business Coach and Business Consultant (Montgomery County Cohort Members only)

1. Total Number of Businesses/Organizations
  2. Total Number of Sessions Provided
  3. Total Number of Hours per Business/Organization
  4. Common topics or issues
  5. Attachments
    - a. Appointment Tracking sheet; and
    - b. Copies of paystubs and/or invoices showing breakdown of hours, services provided and the hourly rate.
- vii. Additional Cohort Program activities to include, but not limited to business community networking events, homework activities and any additional miscellaneous activities.

## **2. Final Program Report**

At the completion of the program, the Contractor must submit a final report summarizing the Cohort Programs objectives and outcomes. The report must include a summary of all activities performed, total number of members that started and completed the program, and for each Cohort member information from the pre and post survey to include specific focus area and progress made toward their individual goal and overall satisfaction with the program. The report must include a minimum of two (2) testimonials of Cohort members who completed the program.

## **H. Montgomery County Enhanced Cohort Programmatic Reporting**

### **1. Initial Program Report**

The Contractor will submit an initial program report within 2-3 months after assignment of the Task Order or after the selection of the Cohort Members. With the Initial Program Report, the Contractor will submit an invoice for 1/2 of the Fixed Fee Program Compensation amount. The Initial Program Report must include at minimum the following:

- i. General Summary of the activities performed during the reporting period with next steps outlined.
- ii. Summary of marketing and promotional activities performed with samples of the marketing or promotional documents.
- iii. Outline of Cohort program curriculum with projected event dates.
- iv. Review of the selection process, relative dates regarding program activities, a copy of the Selected Cohort Members List, proof of Maryland County businesses active registration in SDAT, and copy of each Cohort member's pre-program survey or assessment with summary of the survey and specific member focus areas.

- v. If other program features performed during the reporting period include as follows:
  - 1. Educational Training Sessions
    - a. Number of Completed Educational Training Sessions
    - b. Total Number of Cohort Members Attending
    - c. Topic(s) or Session Agenda
    - d. Attachments of session material, documentation and Cohort Group Sign-in or Attendee List
  - 2. Business Coaching and Business Consulting
    - a. Number of Cohort members receiving sessions
    - b. Total Number of Sessions/Hours per Cohort member
    - c. Topics or Issues
    - d. Session Outcome or Future Steps
  - 3. Additional Cohort Program activities to include, but not limited to business community networking events, homework activities and any additional miscellaneous activities provide brief detail of each including kind of activity, name/topic/focus and number of participants.

## **2. Final Program Report**

At the completion of the program, the Contractor must submit a final report with an invoice for the final 1/2 of the fixed fee compensation. The Final Report must include the following:

- i. General summary regarding the Cohort program objectives, challenges, outcomes and successes.
- ii. Total number of Cohort members at beginning and end of program.
- iii. Total number of Montgomery County Cohort members at beginning and end of the program
- iv. Summary of all Educational Training Sessions
  - 1. Total Number of Educational Training Sessions
  - 2. Total Number of Attendees per session (Montgomery County/Total)
  - 3. Topic(s) or Agenda
  - 4. General Statement regarding Outcomes
  - 5. Attachments: session material and documentation and Cohort Group Sign-in or Attendee List.
- v. Summary of all Business Coaching and Business Consulting

1. Total Number of Cohort Members Receiving Sessions
2. Total Number of Sessions Provided
3. Total Number of Hours per Cohort Member
4. Common topics or issues
5. Attachments
  - a. Business Coaching and Business Consultant Appointment Tracking Sheet
  - b. Training Sign-in Sheets or Attendance List
  - c. Training Material, if applicable
- vi. Summary of all additional Cohort Program activities to include, but not limited to business community networking events, homework activities and any additional miscellaneous activities.
- vii. For each Cohort member, the report must contain a short summary of information from identified focus areas from the pre-survey or assessment and outcomes or progress from the post-survey or assessment. Note any member success stories and satisfaction with the program.
- viii. Report must include a minimum of two (2) Cohort member testimonials.

### **ARTICLE III**

#### Compensation and Invoicing

Should the Contractor be requested by the County to perform a Scope of Service item and receive a Task Order, 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 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 Task Order, 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 this Contractor.

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 dates of delivery or service; and

6. A short description of the County requested service(s); and
7. The Purchase Order (PO) number under which funds were encumbered; 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 Task Order.

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 Paragraph 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. Attachment A: The General Conditions of Contract Between the County and Contractor;  
and
3. Attachment B: The Mandatory Insurance Requirements.

**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.

#### 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

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## 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 Cohort Training Programs** - plan, organize, manage, and deliver business development training including marketing and recruitment, educational workshops, one-on-one business coaching and consulting, curriculum development, surveys, reporting, and program management

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

### Commercial General Liability

A minimum limit of liability of **five hundred thousand dollars (\$500,000) per occurrence** for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

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

### Professional Liability (Errors and Omissions)

The Contractor must maintain professional liability insurance with limits of not less than **five hundred thousand dollars (\$500,000) per claim**, covering claims arising from negligent acts, errors, or omissions in the performance of business training, coaching, consulting, curriculum development, 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 - can be waived if contractor is a sole proprietor

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