

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

EXHIBIT A  
APPLICATION PROCESS

To all prospective applicants:

Thank you for your interest in submitting an application to be a Recreation Instructor under Open Solicitation #1029633 with Montgomery County Recreation Department.

The Department of Recreation offers classes and workshops in preschool, music, dance, exercise, wellness, personal development, arts, crafts, sports, water scuba, swimming, diving, water fitness, stroke and turn, aqua sports, and special interest subjects, including private swim lessons, for youth, teens, adults, and individuals with disabilities. All courses must be consistent with the Department's Mission, and the Department of Recreation has the final approval of any course to be offered.

Applicants may download a copy of the Instructor Application Information Sheet (Attachment A) and other documents from the Department of Recreation website: [montgomerycountymd.gov/rec](http://montgomerycountymd.gov/rec).

Applicants must submit a completed Instructor Application Information Sheet (Attachment A). Applicants may also be required to submit a professional resume, a paragraph description of the program to be offered, and Instructor Program Proposal form (Attachment B), or a syllabus for the proposed class or workshop. For exercise instructor applicants, a video demonstrating the intended program is desirable. The Department of Recreation may require observing a current class/program to determine the qualification of the applicant. This solicitation and each resulting contract are subject to the Wage Requirements Law, and therefore, each applicant must submit the appropriate Wage Requirements forms (Attachment D). All applicants must register as a Montgomery County vendor on the Central Vendor Registration System website.

The minimum qualifications for Recreation Instructors are listed on the following pages. The Department of Recreation will review your application for completeness and to determine if you/your firm meet these minimum qualifications. At the discretion of the Department of Recreation, interviews may be held with an applicant to assist the Department in the determination of the applicant's qualifications and determination of responsibility. Those applications which are incomplete will be returned to the applicants. Those applicants that are found not to meet the minimum requirements or not responsible will be notified by the Department of Recreation.

Prior to preparation of the contract, the Department of Recreation will negotiate the class/workshop location, time, participant per class fee, and any other costs for the services to be provided under the contract.

The County will incorporate the General Conditions of Contract Between County and Contractor (Attachment C) into the contract. The Contractor must sign the pre-approved form contract as written and must accept all attachments to the pre-approved form contract, including the General Conditions of Contract Between County and Contractor as written, with no modification.

The following documents must be completed and submitted prior to execution of the contract, and will be incorporated into the contract:

- 1) Attachment A – Instructor Application Information Sheet
- 2) Attachment B – Instructor Program Proposal Form
- 3) Attachment D – Wage Requirements for Services 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".

You may also be required to submit a Certificate of Insurance in accordance with the insurance requirements listed in Provision 21 (Table A) of the General Conditions of Contract Between County and Contractor; or, if designated, the Mandatory Insurance Requirements (Attachment E or F, depending on the services to be provided). Some programs may be exempt from needing insurance. To find out what insurance requirements your program must meet, please contact the appropriate Recreation Team: Aquatics Team – (240) 777-6860 or Countywide Programs – (240) 777-6870. The Division of Risk Management of the Department of Finance, reserves the right to revise the insurance requirements based on the services provided.

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

The following provisions are applicable to this solicitation, and any contracts awarded as a result of this solicitation:

- 1) **Montgomery County Procurement Regulations** – The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation.
- 2) **Proprietary and Confidential Information** – This is to notify prospective applicants that the County has unlimited data rights regarding applications submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed confidential commercial or financial information as defined by the Maryland Public Information Act, State Government Article §10-617, may be exempted from disclosure if the applicant 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 his/her application that he/she believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face 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 he/she believes, and expressly permits the County to deem it not to be proprietary or confidential.
- 3) **Name and Signature Requirements for Applications and Contracts** – The correct and full legal business name of the entity involved must be used on applications received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by “t/a” (trading as) or “d/b/a” (doing business as), respectively. The signature on the application, contract, amendment, or related correspondence must conform to the following:
  - a. All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an application or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.
  - b. No application will be accepted unless submitted in ink or typed.

It is understood that although a contract is being executed as an indication that the Applicant (Contractor) meets the qualifications established for their service, there is no guarantee that the Contractor will be assigned any work, work assignments are based on class participant interest, location, availability of facilities, anticipated need of the classes, and the participant per class fee.

Should you have any questions regarding the application process, please contact the appropriate Recreation Team: Aquatics Team – (240) 777-6860 or Countywide Programs – (240) 777-6870. Thank you for your interest in working with Montgomery County Recreation Department.

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES  
  
QUALIFICATIONS

All Applicants (Contractors):

- 1) Contractor must be at least 18 years old with the equivalent of four (4) years of education or experience in the anticipated field of instruction, or a combination thereof. The Contractor must have a minimum of one (1) year of instructor experience or equivalent certification in the anticipated field of instruction.
- 2) Contractor must be able to communicate verbally and/or in writing in the English language.
- 3) Contractor and Contractor's employees or subcontractors must be CPR/First Aid/AED Certified.
- 4) Contractor and Contractor's employees or subcontractors must successfully pass a criminal background investigation.
- 5) Contractor must submit a Certificate(s) of Insurance that satisfies the minimum insurance requirements, if any, established by the County based on the services provided.
- 6) Contractor must submit a certification of posting the Wage Requirements notice, if applicable.

The following qualifications are specific to the scope of service, in addition to the items listed above:

Scuba Applicants

- 1) Contractor must have Scuba Instructor Certification, in good standing, from NAUI or PADI.
- 2) Contractor must hold scuba diving certification for at least two (2) years and have logged at least sixty (60) dives that include night, deep and navigation dives, within a five (5) year period.
- 3) Contractor must be in good health and have medical clearance signed by a medical professional.

Swimming Coach

- 1) Contractor must have at least four (4) years of experience as either a participant of a USA Swimming team, or as a coach of an Age Group swim team.
- 2) Contractor must have the following current certifications: USA Swimming Coaches, ASCA Level 1 (within first year), and Safety Training for Coaches.
- 3) Contractor must have competitive swimming experience.

Water Fitness

- 1) Contractor must have the following current certification: national or local Water Fitness Certification, and specific organization certification if teaching a special population (i.e., Arthritis Foundation Certification if teaching a class for participants with Arthritis).
- 2) Contractor must be able to staff multiple sites, both indoor and outdoor pools.

Stroke and Turn Clinic

- 1) Contractor must have at least four (4) years of experience in swimming instruction, including competitive strokes.
- 2) Contractor must have the following: current certifications: Water Safety Instructor or USA Swimming Coaches, ASCA Level 1 (within first year), and Safety Training for Coaches.
- 3) Contractor must have competitive swimming experience.
- 4) Contractor must be able to staff multiple sites.

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

EXHIBIT B

CONTRACT # \_\_\_\_\_  
**CONTRACT FOR RECREATION INSTRUCTORS**  
(MULTIPLE RECREATION SERVICES)

This contract is between Montgomery County, Maryland (the County) and \_\_\_\_\_ (the Contractor).

**Article I – Scope of Work**

- A. The Contractor must provide the following recreational/instructional services:
1. \_\_\_\_\_.
  2. \_\_\_\_\_.
  3. \_\_\_\_\_.
  4. \_\_\_\_\_.
- B. The Contractor must provide a thirty (30) minute demonstration at least once per twelve (12) months, during the term of this Contract, at a Department of Recreation special event. These demonstrations are offered at no cost to the public and will have no income.
- C. The participant per class fee is determined by the Department of Recreation's fee policy and fee formula.
- D. The class description, site, number of participants per class, participant per class fee, and the number, date and time of the classes must be determined mutually by the Contractor and the Department of Recreation (the Department). The class, number of classes, participant per class fee, date and time of the classes as published in the Montgomery County, Department of Recreation program/guide book, is conclusive evidence of the parties' agreement on these matters.
- E. The Contractor must notify the Department staff of participants not appearing on the class list within twenty-four (24) hours of the first class attended.
- F. The Contractor must provide, to the County, a valid email address, that is monitored daily, to expedite communication between the County and the Contractor. The Contractor must provide written reports in response to complaints or other inquiries when requested by the County. The Contractor must provide a written response within forty-eight (48) hours of receipt of the County's inquiry.
- G. The Contractor must ensure that all facilities where Contractor's classes are held are clean and in the same or better condition than at the beginning of the class. The Contractor must, as applicable, dispose of all trash, clean tables and counter tops, and replace furniture in its original configuration.
- H. The Contractor must ensure that, at minimum, one course, per season, is offered in a facility that is ADA compliant and accessible to all possible participants.
- I. It is understood that although this Contract is being executed as indication that the Contractor meets the qualifications established for this service, there is no guarantee that the Contractor will be assigned any classes under this Contract. The County reserves the right to assign classes based upon participant interest, location, availability of facilities, anticipated needs of the classes, and the participant per class fee.
- J. The Contractor must maintain their business information, including contact name, address, phone number, fax number, email address, and tax identification number through the County's online Central Vendor Registration System.
- K. The Contractor must abide by the Department's policies and procedures regarding scheduling, cancellations, invoicing, communication with participants, and any other policy or procedure provided by the Department.
- L. All marketing material distributed for programs offered under this Contract must be pre-approved by the Department of Recreation, Communications and Public Outreach Team.

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

**Article II – Compensation**

Should a class/workshop be assigned to the Contractor, the following line items pertain to the compensation to the Contractor.

- A. The County must collect all resident and non-resident fees paid by participants. The County will: 1) hold those fees; 2) make appropriate adjustments for administrative charges, enrollment transfers, refunds and non-County resident surcharges; 3) retain a portion of the adjusted class income to compensate the County for its costs; and 4) distribute to the Contractor the balance of the fees actually collected, upon completion of the course. More frequent distributions may be made in the County's sole discretion.
- B. The adjusted class income is the total participants' class fees collected, less adjustments for 1) refunds and transfers, and 2) pro-rated registrations and withdrawals. Class fees do not include non-County resident surcharges, which are retained by the County.
- C. The Contractor's total compensation is based on the adjusted class income, less any sums retained by the County. Programs with no income will be paid at an hourly or per student rate.
- D. All compensation will be made through electronic payments only.
- E. For work item listed under Article I.A.1., the County will retain \_\_\_\_\_ percent of the adjusted class income.
- F. For work item listed under Article I.A.2., the County will retain \_\_\_\_\_ percent of the adjusted class income.
- G. For work item listed under Article I.A.3., the County will compensate the Contractor at the rate of \$\_\_\_\_\_ per hour/student. The hourly rate must be fully burdened to include all costs for overhead, benefits, profit, etc. The County will not pay for travel time to and from the job site.
- H. For work item listed under Article I.A.4., the County will compensate the Contractor at the rate of \$\_\_\_\_\_ per hour/student. The hourly rate must be fully burdened to include all costs for overhead, benefits, profit, etc. The County will not pay for travel time to and from the job site.
- I. For work item listed under Article I.B., the Contractor will be paid \$25 per thirty (30) minute demonstration.
- J. Except as otherwise agreed to by the County, the Contractor must provide all personnel and supplies necessary to perform the Scope of Work. The Contractor must not advertise or collect from participants any fee not agreed to in advance by the parties in writing. The Contractor is responsible for securing and compensating any personnel necessary to adequately and safely perform the required services under this contract.
- K. The Contractor must submit an invoice in a form approved by the County (Attachment G) to the County before the County may disburse any compensation to the Contractor. An invoice must be submitted upon completion of the course; however, invoices may be accepted by the County no more than once a month. Payments by the County are limited to the fees actually collected, less the portion to be retained by the County as described in Article II A, B and C. For work performed at an hourly rate or a per student rate as described in Article II.G compensation is contingent upon the issuance of a Purchase Order, appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year.. No services are to be provided at an hourly rate or per student rate as described in Article II.G until a Purchase Order has been executed by the Office of Procurement and a Notice to proceed has been issued by the Department.
- L. The parties agree that, for reasons related to responsible contract administration, the County's requirement to pay amounts owed under this contract is conditioned upon the timely submission by Contractor of requests for payment. Accordingly, the Contractor's failure to submit an invoice within fifteen (15) days after the last program date may result in non-payment for services provided under this Contract.

**Article III – Term**

The effective date of this Contract begins on \_\_\_\_\_ upon signature by the Director, Office of Procurement and ends on \_\_\_\_\_. The period in which the Contractor must perform all work under the Contract begins upon issuance of a Notice to Proceed for each class. The Contractor must also perform all work in accordance with time periods stated in the Notice to Proceed.

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

**Article IV – Background Check**

Any Contractor (including any of the Contractor's employees or subcontractors) must, at the Contractor's own expense, apply for and successfully pass a criminal background investigation. All required fingerprinting and other requirements related to the criminal background check must be completed before the Contractor may begin providing services under this Contract. This Contract may be terminated at no cost to the County if the Contractor (including any of Contractor's employees or subcontractors) is the subject of pending charges, or has been convicted of a crime or attempting a crime identified in Maryland Code Ann., Family Law Article, Section 5-560 et seq. (2012, as amended).

**Article V – No Solicitation**

While providing recreational instructional services under this Contract, the Contractor must neither solicit clients, nor promote any privately-owned business.

**Article VI – Insurance**

The insurance requirements for this contract are:

- ☐ listed on Attachment E (these Mandatory Insurance Requirements supersede those listed in Provision 21 of the General Conditions of Contract Between County and Contractor).
- ☐ listed on Attachment F (these Mandatory Insurance Requirements supersede those listed in Provision 21 of the General Conditions of Contract Between County and Contractor).
- ☐ not required.
- ☐ other, as required by the County.

**Article VII – General Conditions**

The attached General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated into, and made a part of, this Contract as Attachment (C).

**Article VIII – Intellectual Property Indemnification**

The Contractor must defend or indemnify the County from any claim made or any suit or proceeding brought against the County that is based up an allegation that any instruction furnished pursuant to the Contract infringes a copyright, common law right, privacy right, proprietary right, trade name, trade mark, other intellectual property right, or other rights of a like or similar nature. This is in addition to the requirements of the indemnification provisions contained in Paragraphs 18 and 22 of the General Conditions.

**Article IX – Priority of Documents**

The following documents are incorporated by reference into and made part of this Contract and are listed in order of legal precedence below in the event of a conflict in their terms: 1) This Contract document, including: a) the Mandatory Insurance Requirements (as outlined in Article VI); if applicable which supersede the insurance requirements contained in Paragraph 21 of the General Conditions; b) the General Conditions of Contract Between County and Contractor; and c) 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"; 2) the Instructor Application Information Sheet; and 3) the Instructor Program Proposal, if applicable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**SIGNATURES**

CONTRACTOR

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

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

MONTGOMERY COUNTY, MARYLAND

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

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

RECOMMENDED

By: \_\_\_\_\_  
Robin Riley, Director  
Department of Recreation

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

---

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

---

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

**EXHIBIT C**

**CONTRACT #**\_\_\_\_\_

**CONTRACT FOR RECREATION INSTRUCTORS – SWIM COACHES**

THIS CONTRACT is entered into by and between Montgomery County, Maryland (hereinafter referred to as the “County”) and \_\_\_\_\_ located \_\_\_\_\_ (hereinafter referred to as the “Contractor”) for the services set forth herein.

**I. SCOPE OF WORK**

**A. Swim Coach Responsibilities**

1. Contractor must provide services as a swim coach for Rockville-Montgomery Swim Club (“RMSC”), a USA Swimming (“USAS”) registered swim team. USAS is the National governing body for the sport of swimming in the United States.
2. Contractor may need to open the facility, including unlocking the facility and turning on lighting, if facility staff is not present for morning practices. Contractor must report missing facility staff to the County Site Supervisor before entry.
3. Contractor must report to swim meets fifteen (15) minutes prior to the published warm-up start time.
4. Contractor must maintain their required USAS training and certifications, including Safe Sport Certifications (Minor Athlete Abuse Prevention Policies/Athlete Protection Training).
5. Contractor must attend site or team wide meetings and trainings, as required.
6. Practice groups will be assigned to Contractor based on mutual decision between the Contractor and the County Site Supervisor.

**B. Lead Swim Coach Responsibilities, if assigned**

1. Contractor must perform all duties listed in Article 1, Scope of Services, paragraph A.
2. Contractor must ensure all swimmers in their designated group are currently registered with the County and USAS. USAS registration must list Potomac Valley Swimming (“PVS”) as the Local Swim Committee.
3. Contractor must track and maintain all required training, certifications, and documents for RMSC, PVS/USAS including:
  - a. Daily attendance.
  - b. Swimmer/Parent Participation Agreements.
  - c. Diving Certification (forward and backstroke starts).
  - d. Report of Occurrence Form – all injuries that occur at practices or meets.
  - e. Travel Documents – permission, code of conduct, apparel.
  - f. Provide links to parents/swimmers for additional knowledge and training resources available in the sport.
4. Contractor must perform the following tasks:
  - a. Attend and prepare sites for all practices or provide adequate substitute coverage.
  - b. Directly develop and monitor all dryland training sessions or provide adequate substitute coverage.
  - c. Attend all designated group swimmer meets or provide adequate substitute coverage. Coverage should be reported to the County Site Supervisor no later than the Monday before the start date of the meet.
  - d. Develop seasonal plans, write daily practices, and prepare for each assigned practice.
  - e. Guide non-lead coaches on daily and weekly practice plans.

- f. Provide assigned Administrative Coach with any new RMSC swimmers' official times from the USAS database prior to meet entry deadlines.
  - g. Provide assigned Administrative Coach with all times earned by swimmers from high school meets that do not automatically import into the County's Team Manager® database.
  - h. Work with the County's Aquatics Management to determine annual group meet schedule.
  - i. Attend and evaluate participants at New Swimmer Try Outs.
5. Contractor must follow County's established procedures for meet entries, including, but not limited to:
    - a. Submit entries by the Thursday before the Meet Manager's Tuesday deadline. By 11:59 pm of the due date, provide an alphabetic list, sorted by last name, of the events being entered to site Administrative Coach including event number and description.
    - b. Submit entries using the Meet Entry Form for swimmers in the Advanced Junior Group, National Development Group, Senior Training Group, Advanced Senior Group, and National Training Group.
    - c. Confirm all entries for designated groups to verify accuracy and seed times. Provide the Administrative Coach with any corrections before 8:00 pm, the Monday before the Meet Manager's deadline.
  6. Contractor must provide clear and concise communication, including, but not limited to:
    - a. All communication must be done via County assigned gmail account. Passwords and recovery emails may not be changed.
    - b. Text messaging is to be used for emergencies only, such as weather or facility closures. When texts are used, the County Site Supervisor must be included.
    - c. Establish group emails with swimmers, and parents, using the blind carbon copy to ensure that swimmer and parent email addresses are not shared. The County Site Supervisor should be copied on all emails.
    - d. Submit a minimum of one email per week, due by Monday of each week during program seasons. Emails should include schedule changes for practices or meets, meet schedules, meet entry deadlines, need for meet volunteers, special events, and other pertinent information.
    - e. Confer and respond to questions from swimmers and parents in person, before or after practice, or at a schedule time.
    - f. Organize group meetings with swimmers and parents at least once per season, within two (2) weeks of the start of the season. Conference room space must be booked in advance with the County Site Supervisor.
    - g. Inform the County Site Supervisor of any ongoing or unsafe incidents.
  7. Contractor must see that all training equipment is returned to storage locations at the end of practices and that storage areas are organized. Contractor must ensure that all facilities are clean and in the same or better condition than at the beginning of the practice. Contractor must dispose of all trash, clean areas, and replace furniture and equipment in its original configuration.
  8. Upon request of the County, Contractor must provide a list or requested equipment needs to the Administrative Coach.

C. Administrative Swim Coach Responsibilities, if assigned

1. Contractor must perform all duties listed in Article 1, Scope of Services, paragraph A.
2. Contractor must work with the County Site Supervisor to collect the following from the Lead Swim Coach:
  - a. Swimmer/Parent Participation Agreement
  - b. Dive and Backstroke Start Certification
  - c. Safe Sport Protection Training, providing a Team Manager® report by the first of every month to Lead Swim Coaches
  - d. High School swim times that do not import into Team Manager®
  - e. Equipment requests from Lead Swim Coaches
3. Contractor must maintain their site's Team Manager® database, including, but not limited to:
  - a. Install software updates.
  - b. Upload meet results.

- c. Download meet entry files.
  - d. Create a backup.
4. Contractor must follow County's established procedures for meet entries, including, but not limited to:
  - a. Posting the meet announcement two week prior to the entry deadline.
  - b. Email meet entry deadlines to Lead Coaches.
  - c. Provide each Lead Coach with a meet entry report, sorted by last name, for their designated group by 12:00 noon on the Saturday before the Meet Manager's Tuesday deadline and the final entry report with any corrections.
  - d. Provide each Lead Coach with eligibility reports for qualifying meets by name and event.
  - e. Ensure that all swimmers are registered with USAS.
5. Contractor must attend meetings, as scheduled by the County. Prior to the meeting, Contractor must gather agenda topics from their site coaches and report meeting results, via email, to site coaches.
6. Contractor must maintain bulletin boards, daily, including posting meet and special event information.
7. Contractor must submit website updates to the Webmaster.

## II. COMPENSATION AND MANNER AND METHOD OF PAYMENT

### A. Rates of Pay

1. Swim Coaches will be compensated by the County at the rate of \$\_\_\_\_\_ per hour. The County will not pay for travel time to and from the job site.
2. Swim Coaches will be compensated by the County at the rate of \$45.00 per thirty-minute lesson for one-on-one sessions. The County will not pay for travel time to and from the job site.
3. Lead Swim Coaches will be compensated by the County, , at the rate of \$30.00 per hour for work listed in I. Scope of Work.B at the maximum hours per week listed below based on the group coached during the program season.

GROUP	MAX. HOURS PER WEEK
Minis	6
Juniors	6
Junior 1	6
Junior 2	6
Advanced Juniors	8
Seniors	7
Senior Training Group	9
Advanced Seniors	9
National Development Group	9
National Training Group	10

4. Administrative Swim Coaches will be compensated by the County, in addition to their hours as a Swim Coach and Lead Swim Coach, at the rate of \$35.00 per hour for a maximum of eight (8) hours per week during the program season.

### B. Schedule of Pay

1. The Contractor will be paid within 30 days after County's receipt and acceptance of an invoice submitted by the Contractor and in a form provided by the County.
2. Invoices must be submitted on the first of each month during the program season.

- C. The Contractor must submit an invoice in a form approved by the County to [rec.payable@montgomerycountymd.gov](mailto:rec.payable@montgomerycountymd.gov) before the County may disperse any compensation to the Contractor.

- D. All compensation must be made through electronic payments only.
- E. Compensation is contingent upon the appropriation of funds by the Montgomery County Council after July 1 of each year.
- F. The County will not pay for travel time to and from the job site beyond those described in II.H.Reimbursement.
- G. Except as otherwise agreed to by the County, the Contractor must provide all personnel and supplies necessary to perform the Scope of Services. The Contractor must not advertise or collect from participants any fee not agreed to in advance by the County in writing. The Contractor must secure and compensate any personnel necessary to adequately and safely perform the required services under this Contract.
- H. Reimbursement
  - 1. The County will reimburse the Contractor for actual and reasonable out-of-pocket expenses incurred in the performance of this Contract that are **approved in advance** by the Contract Administrator, or designee. Requests must be submitted to the Contract Administrator, or designee, via email, detailing the reimbursement costs and justification. Reimbursement expenses are limited only to those expenses that are essential to the transaction of official County business and actually incurred by the Contractor. The County will reimburse the costs incurred for lodging, meals, and incidental expenses to the extent that they do not exceed, on a daily basis, the maximum per diem rates for County employees in effect at the time of travel, as set forth in Montgomery County Administrative Procedure 1-2 (Attachment E). Requests for reimbursement must be accompanied by receipts or other verifiable documentation of payment by the Contractor.
  - 2. Any airfare costs for which the Contractor seeks reimbursement must be the lowest customary standard, coach, or equivalent airfare offered during normal business hours. Any cost exceeding those rates are not reimbursable unless the Contractor certifies in the voucher or other documents submitted for reimbursement that those rates are not available. If the Contractor has been given sufficient advance notice by the County of travel requirements to obtain reduced fares, but fails to do so, the County will reimburse only the amount of the lowest fares that would have been available had the Contractor acted promptly.
  - 3. Contractor must submit an invoice for reimbursement.

### **III. ELECTRONIC COMMUNICATION POLICY FOR SWIM COACHES**

- A. All communications between the Contractor and an athlete must be professional in nature and for the purpose of communicating information about team activities. The content and intent of all electronic communications must adhere to the USAS Safe Sport Minor Athlete Protection Policy (MAAPP) and Code of Conduct regarding Athlete Protection.
- B. All electronic communication between the Contractor and minor athletes must be transparent. Communication must be clear, direct, and free of hidden meanings, innuendo, and expectations. The minor athlete's legal guardian must be copied. If a minor athlete communicates to the Contractor, the Contractor must copy the minor's legal guardian on any electronic communication responses.
- C. All electronic communications sent to the practice group of minor athletes must include the County Site Supervisor.
- D. All electronic communication sent by the Contractor to County employees, swim coaches, and participants/guardians is subject to the Maryland Public Information Act (MPIA).
- E. Electronic communications must only be sent between the hours of 5:00 am and 8:00 pm, unless related to an emergency or during competition travel.
- F. Contractors must not allow minor athletes access to their social media accounts. Accounts must be restricted to "private." Contractors must not send private, instant, or direct messages to an athlete through social media platforms. Contractors must not access a minor athlete's social media accounts.

#### **IV. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT**

- A. For the purposes of this Contract, the Contractor is not an employee of Montgomery County. The Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor may be mistaken for a County employee, the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.
- B. The Contractor must abide by all federal, state, and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations.
- C. The Contractor must be responsible for all taxes including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation.
- D. The Contractor is not entitled to the use of, and must not use, County vehicles.
- E. The Contractor is not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.
- F. Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel, or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.
- G. The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.
- H. All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.
- I. The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.
- J. The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator or designee.

**V. TERM**

- A. It is understood that, although this Contract is being executed as indication that the Contractor meets the qualifications established for this service, there is no guarantee that the Contractor will be assigned any classes under this Contract. The County reserves the right to assign classes.
- B. The effective date of this Contract begins on \_\_\_\_\_ upon the signature by the Director, Office of Procurement, and ends on \_\_\_\_\_. The period in which the Contractor must also perform all work in accordance with time periods stated in the Notice to Proceed.

**VI. BACKGROUND CHECK**

Any Contractor (including any of the Contractor's employees or subcontractors) must, at the Contractor's own expense, apply for and successfully pass a criminal background investigation. All required fingerprinting and other requirements related to the criminal background check must be completed before the Contractor may begin providing services under this Contract. This Contract may be terminated at no cost to the County if the Contractor (including any of the Contractor's employees or subcontractors) is the subject of pending charges or has been convicted of a crime or attempting a crime identified in Maryland Code Ann., Family Law Article, Section 5-560 et seq. (2014, as amended).

**VII. NO SOLICITATION**

While providing recreational/instructional services under this Contract, the Contractor must neither solicit clients, nor promote any privately-owned business.

**VIII. INSURANCE**

The insurance requirements for this Contract are listed in Attachment E (these Mandatory Insurance Requirements supersede those listed in Provision 21 of the General Conditions of Contract Between County and Contractor).

**IX. GENERAL CONDITIONS**

The attached General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated into, and made a part of, this Contract as Attachment C.

**X. PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference into and made part of this Contract and are listed in order of legal precedence below in the event of a conflict in their terms:

- A. This Contract document;
- B. General Conditions of Contract Between County and Contractor (Attachment C) and the Mandatory Insurance Requirements (Attachment E);
- C. 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" (Attachment D);
- D. Montgomery County Administrative Procedure 1-2, "Non-Local Travel Guidelines" (Attachment H); and
- E. Montgomery County Administrative Procedure 6-7, "Information Security" (Attachment I).

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**SIGNATURES**

**CONTRACTOR**

**MONTGOMERY COUNTY, MARYLAND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Avinash G Shetty, Director  
Office of Procurement

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

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

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

**RECOMMENDED**

By: \_\_\_\_\_

Robin Riley, Director  
Department of Recreation

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

---

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

---

## ATTACHMENT C

### GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY AND CONTRACTOR

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

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

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

#### 2. AMERICANS WITH DISABILITIES ACT

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

#### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

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

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

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

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

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

#### 4. ASSIGNMENTS AND SUBCONTRACTS

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

#### 5. CHANGES

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

#### 6. CONTRACT ADMINISTRATION

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

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

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

#### 8. DISPUTES

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

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

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

#### 10. DURATION OF OBLIGATION

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

#### 11. ENTIRE AGREEMENT

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

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or

workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

#### 16. IMMIGRATION REFORM AND CONTROL ACT

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

#### 17. INCONSISTENT PROVISIONS

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

#### 18. INDEMNIFICATION

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

contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. INSPECTIONS

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

#### 21. INSURANCE

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

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment

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\*

250	500	1,000	See
-----	-----	-------	-----

for errors, omissions  
and negligent acts, per  
claim and aggregate, with  
one year discovery period and  
maximum deductible of \$25,000

Attachment

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

\*Professional services contracts only

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

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

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

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

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

## 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

## 23. INFORMATION SECURITY

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

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

### B. Payment Card Industry Compliance:

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

## 24. NON-CONVICTION OF BRIBERY

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

## 25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

## 26. PAYMENT AUTHORITY

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

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

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

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

#### 28. PERSONAL PROPERTY

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

#### 29. TERMINATION FOR DEFAULT

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

#### 30. TERMINATION FOR CONVENIENCE

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

#### 31. TIME

Time is of the essence.

#### 32. WORK UNDER THE CONTRACT

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


33. WORKPLACE SAFETY

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

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

# ATTACHMENT H

## MONTGOMERY COUNTY, MARYLAND ADMINISTRATIVE PROCEDURE 1-2

	<b>MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE</b> Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 1-2
		PAGE 1 of 9
		DATE 10/3/11 CAO APPROVAL <i>Fowler</i>
TITLE Non-Local Travel Guidelines		
<p><b><u>PURPOSE</u></b></p> <p>1.0 To establish policies and procedures for County employees to obtain reimbursement for allowable expenses non-local travel while on authorized County government business.</p> <p><b><u>DEFINITIONS</u></b></p> <p>2.0 <u>Official County Non-Local Travel</u> - Travel of more than 12 hours:</p> <p>A. To attend meetings or conferences of professional or similar associations or schools or training sessions which will directly benefit the County, and</p> <p>B. Travel necessary for an employee to carry out official County business.</p> <p>2.1 <u>Non-Local Area</u> - Any area outside of a 75 mile radius of the County Executive Office Building in Rockville, Maryland.</p> <p><u>Note:</u> Baltimore and Annapolis are considered in the local area.</p> <p>2.2 <u>Meal and Incidental Expenses (M&amp;IE)</u> – Meal expenses include breakfast, lunch, dinner, snacks, and related tips and taxes. Specifically excluded are alcoholic beverage and entertainment expenses. The incidental portion of M&amp;IE includes, consistent with U.S. General Services Administration (GSA) definitions, fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants in foreign countries. Incidentals also include, where meals can be obtained at the lodging or business site, transportation between places of lodging or business and places where meals are taken.</p> <p><u>Note:</u> Lodging reimbursements do not follow GSA website rates (See Paragraph 4.13).</p> <p>2.3 <u>M&amp;IE Reimbursement Rate</u> – Employees on non-local travel are entitled to a per diem rate to cover the costs of meals and incidentals based on GSA M&amp;IE rates. Separate rates are established for specific locations in the continental United States (CONUS). On the day of travel departure and return (i.e., first and last day), an employee is entitled to a percentage of the standard M&amp;IE rate based on the GSA rates. Note that the GSA rates may include separate information on Maximum Lodging per diem. County employees are only eligible for M&amp;IE per diem; maximum lodging per diem does not apply. M&amp;IE reimbursement is to be supported by conference or meeting agenda or other similar documentation which shows date of the business meeting/conference and whether any meals were provided as part of the event.</p> <p>2.4 <u>Non-PO (Purchase Order) invoice</u> - An invoice that is not attached to a purchase order in the Oracle Financial system.</p>		



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 2 of 9

DATE

10/3/11

TITLE

Non-Local Travel Guidelines

CAO APPROVAL

*Kawalep*

## POLICY

3.0 Expenditures for local travel and non-local travel must come from departmental operating budget appropriations and must be charged to the appropriate organization index codes and travel subobject codes.

### 3.1 Authorized Travel

Travel, whether in or out of State, overnight or day trip, while on official County business must be approved by the department head or designee before it may be considered authorized travel for which the County will pay or reimburse reasonable and necessary travel expenses.

3.2 Official travel authorized by department heads does not have to be approved by the Chief Administrative Officer.

3.3 Local travel (within a 75 mile radius of the County Executive Office Building) as part of the employee's daily routine is considered official County business for insurance purposes, but does not require the submission of receipts unless reimbursement is requested (Refer to Administrative Procedure 1-5, Local Travel Guidelines).

### 3.4 Supporting Documentation

Documentation will include amount, nature, and business purpose of the expenditure, written authorizations, and supporting analysis required under this Administrative Procedure. All expenditures incurred, regardless of how paid or reimbursed, must be supported by original vendor invoices or receipts, except as noted below. Summary credit card receipts or statements must be accompanied by original detailed invoices/receipts (such as hotel folio, detailed restaurant receipt, etc.). Allowance-based reimbursements, such as for mileage and M&IE must be supported by specific calculations and support for the underlying calculations (conference agendas to support number of days M&IE claimed, paper or electronic standard highway mileage guides or the actual miles driven as determined from odometer readings to support miles traveled, etc.). The nature of the business purpose, if not clearly evident from the supporting documentation, should be noted on the receipts. For types of expenditures where receipts are typically not provided (i.e., parking meters), supporting receipts are not required. When applying the M&IE rate, receipts for meals and incidentals are not required.

### 3.5 Professional Improvement Leave

Pursuant to Section 21-1(D) of the Personnel Regulations, authority to approve requests for professional improvement leave where no County funds are involved is delegated to department heads by the Chief Administrative Officer.

### 3.6 Advanced Funds

If necessary, funds for travel are advanced provided the department head submits the Travel Authorization Request (Form 1002) to the Accounts Payable Section of the Division of the Controller, Department of Finance, at least 10 working days prior to the date the advance is needed. The employee should request advances only when absolutely necessary.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 3 of 9

DATE

10/3/11

TITLE

Non-Local Travel Guidelines

CAO APPROVAL

*Fowler*

## 3.7 Expense Voucher

An employee must submit an accounting for travel expenses incurred on a Travel Expense Voucher (TEV Form 1003) to the department head for approval. If a travel advance was provided, the TEV Form must be forwarded to the Accounts Payable Section of the Division of the Controller, Department of Finance within 10 working days following the completion of the trip with receipts attached. If an advance exceeded the actual approved costs, excess funds should be deposited with the cashier, Division of the Treasury, Department of Finance. A copy of the official receipt of this deposit should be included along with the receipts for actual expenses. If no advance was provided, the employee should be reimbursed with a non-PO invoice issued by the department with the approved TEV as documentation.

## 3.8 Discounts or Incentives

An employee who travels by public transportation on official County business and receives a discount or incentive such as frequent flyer miles is not entitled to receive and use for a private purpose the discount or incentive. Discounts or incentives earned by an employee for travel paid for by the government will, to the extent allowed by the public carrier used, be applied to fare reduction, reduced cost of lodging or automobile rental, or for other possible reductions in costs to the government for employee travel.

## GENERAL

## 4.0 Mileage Reimbursement Rate

The County's mileage reimbursement rate is based upon the GSA mileage reimbursement rate for employees using their privately owned vehicles on authorized government business. The County's mileage reimbursement rate is indexed to the rate which is in effect on the GSA website for privately owned vehicle mileage reimbursement rates located at the web address currently displayed at [www.gsa.gov/milage](http://www.gsa.gov/milage).

## 4.1 Change in Previously Approved Travel

Change in the number of people scheduled for a trip, in the destination of the trip, or in the amount of funds approved for a trip may be made with the approval of the department head.

## 4.2 Conferences and Conventions

The number of employees sent to conferences and conventions of professional associations at County expense must be limited to those whose presence is clearly desirable and justified as having a substantial bearing on the policy objectives of the County. There must not be restrictions or guaranteed approval for attendance of any employee at a conference or convention based solely upon grade level.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 4 of 9

DATE

10/3/11

TITLE

Non-Local Travel Guidelines

CAO APPROVAL

*Fawal*

#### 4.3 Meal and Incidental Expenses Reimbursement Rate

The County's M&IE per diem rate is indexed to the rate which is in effect on the GSA website for meals and incidental per diem expenses located at the web address at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). For cities in the continental United States, select the appropriate state from the map of the continental United States on the GSA website to find the associated M&IE reimbursement rate, including travel departure and return day rates, as defined by Paragraphs 2.2 and 2.3 of this administrative procedure. For destinations outside of the continental United States (OCONUS), select the applicable rates.

4.4 When any meal (breakfast, lunch, or dinner) is included as part of a conference fee, or otherwise provided at no cost to the employee, it is not reimbursable. The remaining meals and incidentals as defined in Paragraph 2.2 are reimbursable at the portion of the M&IE rate at [www.gsa.gov/mie](http://www.gsa.gov/mie).

4.5 On an exception basis, and only at the discretion and direction of the department head or designee, reimbursements may exceed the GSA rates. In such case, receipts supporting the actual costs are required, and the department head or designee approving the overage must sign the receipts.

#### 4.6 Tips and Gratuities

Tips or gratuities are reimbursed as part of the M&IE as noted in Paragraphs 2.2 and 4.3 of this procedure.

#### 4.7 Sundry Expenses

Fees charged for conference registration are reimbursable. Official local and long-distance telephone calls, for this to get faxes, and telegraph charges are reimbursed for official County business only.

#### 4.8 Documentation

Documentation as required under Paragraph 3.4 will be provided to support expenditures reimbursed.

#### 4.9 Non-Allowed Travel Expenses

Purchase of personal items such as alcoholic beverages, entertainment expenses, and expenses of members of the employee's family are not considered reimbursable travel expenses. Expenses for laundry or valet service on trips of less than five days unless specifically approved by the supervisor. Reimbursable travel expenses are considered those expenses essential to the transaction of official County business and actually incurred by an employee.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 5 of 9

DATE

10/3/11

CAO APPROVAL

*F. Coal*

TITLE

Non-Local Travel Guidelines

## 4.10 Travelers Checks

Reimbursement for the service charge for purchasing travelers checks are reimbursable if more than \$500 in travelers checks are purchased for authorized expenses, upon furnishing proof of the service charge.

## 4.11 Airfare Cancellation Insurance

The cost of trip cancellation insurance for airline tickets purchased in advance to receive a discount fare is a reimbursable expense upon furnishing proof of the insurance purchase.

## 4.12 Reimbursable Items of Expense

With the exception of the M&IE and mileage reimbursement noted under Paragraph 4.3, only the actual, necessary, and reasonable expenses incurred by an employee while on authorized travel are paid or reimbursed by the County government. County employees are expected to exercise good judgment in expending County funds.

## 4.13 Lodging

Actual and necessary expenses are allowed for lodging. Reasonable judgment should be used in making the choice of accommodations. Charges in excess of a single room rate will not be reimbursed. In the event that the employee submitting a travel expense voucher cannot establish a rental room rate, the department head may determine the amount of the lodging bill to be reimbursed.

## 4.14 The following rules apply regarding the number of nights lodging that are reimbursable when traveling outside the local area:

- A. If the conference is scheduled to convene at a time that would require the employee to leave home earlier than normal, the County will reimburse that employee for the previous nights lodging;
- B. If the conference concludes too late for the employee to return home at a reasonable hour, the County will reimburse the employee for lodging for that evening; and
- C. If the employee cannot determine the number of nights that lodging is reimbursable, when the Travel Authorization Request is submitted, the employee must estimate the anticipated number of nights lodging is expected.

## 4.15 Mode of Travel

In planning the mode of travel, consideration will be given to selection of that which will minimize the time enroute to and from the destination.

## 4.16 Railroad and bus facilities may be used when practical.

## 4.17 Air travel will be either tourist or coach fare, and an employee should use round trip or excursion rates when possible. Should tourist or coach seats be unavailable, permission must be sought from the department head prior to a commitment for first class accommodation.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 6 of 9

DATE

10/3/11

TITLE

Non-Local Travel Guidelines

CAO APPROVAL

*[Signature]*

- 4.18 Privately owned vehicles may be used only when the department head determines that it is advantageous to the County, or when County vehicles are not available.
- 4.19 A mileage allowance shown on the GSA website for privately owned vehicle mileage reimbursement rates located at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) as well as other expenses such as parking charges and toll charges is paid to employees who use their private automobiles on official County business. Authorizing officials will exercise careful supervision and endeavor to consolidate personnel in as few automobiles as possible.
- 4.20 The maximum expense reimbursable for the use of privately owned vehicles for out-of-state travel will not exceed the cost of air travel at the coach rate.
- 4.21 Mileage will not be allowed for travel between residence and official workstations on an employee's normal workday.
- 4.22 Permission to use a County vehicle for non-local must be approved by the department head. When an employee is authorized to travel in a County vehicle, that vehicle must be serviced for gas and oil at the County depots at the beginning of the trip. If it is necessary to purchase gas and oil elsewhere, the purchase is reimbursable and must be supported by receipts.
- 4.23 Taxicabs may be used when such use is advantageous to the County and when other suitable public or County-owned services are not readily available. Rental cars may be used where it is more economical or efficient than using taxicabs.
- 4.24 The Travel Authorization Request must be signed by the Department Head or his designee. Any designee must have a specimen signature on file with the Accounts Payable office.

## RESPONSIBILITIES

### 5.0 Employee

- A. If an advance was issued and it exceeded actual costs including per diem, excess funds must be deposited with the cashier, Division of Treasury, Department of Finance.
- B. Complete a Travel Expense Voucher Form (Form 1003) and submit the form to the department head for approval.
- C. Collect and submit documentation as required herein.

### 5.1 Department

- A. Ensure that travel expenditures are in conformance with appropriated funds for the current fiscal year.
- B. Complete a Travel Expense Voucher and submit the voucher to the department head for approval.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 7 of 9

DATE 10/3/11

TITLE

Non-Local Travel Guidelines

CAO APPROVAL

*Farrell*

- C. If an advance was issued to an employee, send completed and approved TEV to Accounts Payable Section of the Division of the Controller, Department of Finance, along with receipts, including cashiers receipt for excess funds within 10 working days of return from trip.
- D. If no advance was issued to an employee, prepare a non-PO invoice to reimburse the employee with the TEV Form and receipts as documentation. Forward approved voucher to Accounts Payable only if the reimbursement equals or exceeds \$5,000.
- E. Ensure an employee provides, and the department approves reimbursement based on, receipts and/or appropriate supporting documentation as required herein.
- F. Ensure that the director or designee approves exceptions under Paragraph 4.5 of the procedure.

## 5.2 Director, Department of Finance

In the event a Travel Expense Voucher is not submitted within the prescribed 10 working days after returning from a trip where a travel advance was issued, notify the employee that he/she must submit the voucher within 10 days or the full amount of advance will be deducted from employee's paycheck.

## 5.3 Payroll Section, Department of Finance

If the Department of Finance does not receive the travel expense voucher within the 10 days of warning, deduct the full amount from the employee's paycheck.

**NOTE:** The only exception to paragraph 5.3 is when Federal or State agencies reimburse the employee, or if sickness or an unforeseen situation prevents the employee from meeting the deadline.

## 5.4 Accounts Payable Section, Department of Finance

Audit expenditures of funds for travel to ensure compliance with the policies outlined in this administrative procedure.

## PROCEDURES

- 6.0 County Employee Prepare the Travel Authorization Request (Form 1002) if a travel advance is being requested. Submit the form to the department head for approval at least 10 working days in advance of departure date.
- 6.1 Department Head Upon approval, sign the Travel Authorization Request Form. Forward the completed form to the Accounts Payable Section of the Division of the Controller, Department of Finance.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 8 of 9

DATE

10/3/11

CAO APPROVAL

*Foraker*

TITLE

Non-Local Travel Guidelines

6.2 Accounts Payable Section

Upon receipt of the Travel Authorization Request, determine whether sufficient funds are available.

Indicate approval on the request form, prepare the direct voucher to issue check payable to employee and establish receivable.

Notify departments if unencumbered funds will not cover the anticipated expenses of this request.

Return copy of the Travel Authorization Request via department to employee and notify employee that cash advance, if any, is ready to be picked up.

6.3 County Employee

Complete the TEV Form (Form 1003) within 10 days of return from trip. If an advance was issued and it exceeded actual costs including per diem, excess funds must be deposited with the cashier in the Division of Treasury, Department of Finance. Attach all receipts and forward to department head.

6.4 Department Head

Review the Travel Expense Voucher. If approved, and if an advance was issued, forward the TEV to the Accounts Payable Section for processing. If the employee was not issued an advance, process a direct voucher to pay the employee. If disapproved, the employee is not entitled to the requested travel expense reimbursements.

6.5 Accounts Payable Section

Review the Travel Expense Voucher for approved budget funds for travel for the current fiscal year.

Complete the voucher form indicating whether the balance due is to the County or the employee. If the balance is due to the employee, the check will be mailed to the employee's home.

6.6 Department Head

Retain all records for reimbursements less than \$5,000 for travel expenditures for a sufficient period of time to comply with all legal and auditing requirements.

6.7 Accounts Payable Section

Retain all records for reimbursements of \$5,000 or more or reimbursements involving travel advances for travel expenditures for a sufficient period of time to comply with all legal and auditing requirements.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

NO. 1-2

PAGE 9 of 9

DATE

10/31/11

CAO APPROVAL

*F. [Signature]*

TITLE

Non-Local Travel Guidelines

## DEPARTMENTS AFFECTED

7.0 All County Departments

## REFERENCED APs

Administrative Procedure 1-5, Local Travel Guidelines

## FORMS USED

Form 1002 - Travel Authorization Request Form

Form 1003 - Travel Expense Voucher

## ATTACHMENT I

### MONTGOMERY COUNTY, MARYLAND ADMINISTRATIVE PROCEDURES 6-7

	<b>MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE</b>  Office of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 6-7
		PAGE Page 1 of 5
		DATE 07/26/2024
		TITLE Information Security
		CAO APPROVAL <i>FL</i>

#### 1.0 PURPOSE & SCOPE

- 1.1 To establish an Administrative Procedure (AP) for the users of the County's Information Systems to ensure that the County's Information Systems are used and administered in a manner that protects it from unauthorized or inadvertent access, use, destruction, modification, disclosure, theft, or denial of service.

#### 2.0 DEFINITIONS

- 2.1 Compliance-Mandated Departments or Information Systems – Departments or Information Systems that process, store, and/or transmit data subject to security restrictions imposed by the Federal and State governments, the Health Insurance Portability and Accountability Act (HIPAA), FBI Criminal Justice Information Services Division (FBI CJIS), and the Payment Card Industry Data Security Standard (PCI-DSS).
- 2.2 Department of Technology and Enterprise Solutions (TEBS) – An Executive Branch department responsible for County government enterprise information systems and telecommunications.
- 2.3 Office of Enterprise Information Security (OEIS) – An office within TEBS that is responsible for the security of the County's Information Systems.
- 2.4 Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- 2.5 Information System Registry – A central repository containing information on Information Systems.
- 2.6 Users – Any appropriately provisioned individual with a requirement to access a County information system.
- 2.7 Using Department ("department") – a department or office that owns or uses an Information System.

#### 3.0 POLICY

- 3.1 Montgomery County Government will implement security policies following security controls and associated assessment procedures defined in the most current revision of NIST SP 800-53 Recommended Security Controls for Federal Information Systems and Organizations, as adapted for County use.
- 3.2 Users must review and abide by the [AP 6-7 Information Security Rules of Behavior Handbook](#). The handbook describes the rules associated with user's responsibilities in the use of an Information System.

	<b>MONTGOMERY COUNTY</b> <b>ADMINISTRATIVE PROCEDURE</b>  Office of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 6-7
		PAGE Page 2 of 5
		DATE 07/26/2024
TITLE Information Security		CAO APPROVAL 

- 3.3 All departments, system owners, and data owners must review and abide by the [AP 6-7 Information Security System and Data Owners Handbook](#), and must develop, document, and disseminate to their department users procedures that implement this Administrative Procedure and associated handbooks.
- 3.4 Compliance–Mandated Departments, County Information System owners, and data owners must use this Administrative Procedure as baseline policy, and develop, document, and disseminate to their users Information System policies and procedures based on compliance specific guidelines. The policies and procedures must be managed by a designated official within the department.
- 3.5 TEBS must maintain and publish the [Information Security Rules of Behavior Handbook](#) and the [Information Security System and Data Owners Handbook](#) addressing the following NIST SP 800–53 Recommended Security Controls families:
- Information Access Control
  - Information Security Awareness and Training
  - Audit and Accountability
  - Information Security Assessment, Authorization and Monitoring
  - Configuration Management
  - Contingency Planning
  - Identification and Authentication
  - Incident Response
  - Maintenance
  - Media Protection
  - Physical and Environmental Protection
  - Planning
  - Personnel Security
  - Risk Assessment
  - System and Services Acquisition
  - System and Communication Protection
  - System and Information Integrity
  - Program Management
  - Exemption from Administrative Procedure
- 3.6 Exemptions – Any deviations from this policy, including the [Information Security Rules of Behavior Handbook](#) and the [Information Security System and Data Owners Handbook](#), require an exemption request to be submitted in writing by the using department and approved in writing by TEBS OEIS. The request must describe a) the business case justification, b) compensating controls, c) duration, and d) the specific user, system, or application to be exempted. TEBS OEIS must track and report on exemptions granted.
- 3.7 Information System Registration – Using departments must register all Information Systems with TEBS and keep the registry updated at all times.

	<b>MONTGOMERY COUNTY</b> <b>ADMINISTRATIVE PROCEDURE</b>  Office of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 6-7
		PAGE Page 3 of 5
		DATE 07/26/2024
		TITLE Information Security
		CAO APPROVAL 

3.8 Information System Authorization – A risk assessment must be performed and approved by TEBS, before any new Information System is put in production. Periodic risk assessments must be performed for existing Information Systems, as determined by TEBS. Operations of any Information System not approved by TEBS must have an approved exemption or be removed from operations.

3.9 Violation of this Administrative Procedure is prohibited and may lead to disciplinary action, including dismissal, and other legal remedies available to the County. A County employee who violates this Administrative Procedure may be subject to disciplinary action, in accordance with Montgomery County law and executive regulations, including without limitation, the County’s Personnel and Ethics laws and regulations, currently codified in Chapters 33 and 19A of the County Code and COMCOR Chapters 33, and 19A, respectively, and applicable collective bargaining agreements, as amended.

3.10 In any contract where a contractor or business partner may have remote access to, or otherwise work or interface with, Information Systems, the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6–7 must be attached:

The Contractor may be afforded remote access privileges to County Information Systems, or otherwise work on or interface with County Information Systems, and must ensure that the County Information Systems, including electronic data assets, are protected from unauthorized or inadvertent access, use, destruction, modification, disclosure, theft, or denial of service. The Contractor must adhere to the County’s Information Security Administrative Procedure (AP 6–7), which is attached to, incorporated by reference into, and made a part of this contract.

3.11 The County reserves the right to enforce training using progressive discipline procedures that may include performance evaluation and temporary Active Directory (AD) account lockout for a user’s failure to complete all County mandatory training.


#### 4.0 RESPONSIBILITIES

4.1 User – User must use County Information System(s) for County business purposes only and in compliance with this Administrative Procedure.

4.2 Department

4.2.1 Ensures users participate in the County’s Information Security Awareness Training Program and comply with the County’s information technology security procedures including this Administrative Procedure and the [Information Security Rules of Behavior Handbook](#) and the [Information Security System and Data Owners Handbook](#).


4.2.2 Enunciates department–specific information security policies and procedures and trains users on them.

	<b>MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE</b>  Office of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 6-7
		PAGE Page 4 of 5
		DATE 07/26/2024
TITLE Information Security		CAO APPROVAL <i>FR</i>

- 4.2.3 Reviews and updates department-specific information security policies and procedures annually.
- 4.2.4 Incorporates this Administrative Procedure in any contract that requires a contractor's employees or its agents to have access to County Information Systems.
- 4.2.5 Cooperates with TEBS in the vulnerability testing and remediation process of department-operated Information Systems assets.
- 4.2.6 Reports security incidents per procedure and assists in their investigation and prevention.
- 4.2.7 Assists TEBS with maintaining County Information Systems in compliance with this Administrative Procedure.
- 4.2.8 Ensures that all Information Systems used for County business are registered with TEBS and updated annually.
- 4.2.9 Regularly update software to ensure that it is currently supported by the vendor and that applicable security patches are installed.
- 4.2.10 Reports on compliance with the policies stated in the [Information Security Rules of Behavior Handbook](#) and the [Information Security System and Data Owners Handbook](#).

#### 4.3 TEBS

- 4.3.1 Provides information security awareness training.
- 4.3.2 Reports information security risk and compliance status to the Chief Administrative Officer.
- 4.3.3 Advises departments on information security issues.
- 4.3.4 Assists departments in the remediation of identified vulnerabilities.
- 4.3.5 Advises departments in the secure design of County Information Systems.
- 4.3.6 Periodically conducts security scans and vulnerability testing to identify vulnerabilities.
- 4.3.7 Leads investigations and responses to County Information System security incidents.
- 4.3.8 Monitors County Information System security threats and manages countermeasures.
- 4.3.9 Reviews County Information System solicitations/contracts for inclusion of this Administrative Procedure.

	<b>MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE</b>  Office of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 6-7
		PAGE Page 5 of 5
		DATE 07/26/2024
		CAO APPROVAL 
TITLE Information Security		

4.3.10 Performs/evaluates risk assessments for all new Information Systems, and periodically for all existing County Information Systems identified as critical/sensitive by the using department and or TEBS.

4.3.11 Maintains and implements enterprise County Information System security measures and reviews and updates information security policies and handbooks.

4.3.12 Manages the exemption process.

4.3.13 Monitors and reports on data owners' and departments' compliance with this Administrative Procedure.

#### 4.4 County

4.4.1 Determine and provide approved hardware and peripheral devices to users.

### 5.0 DEPARTMENTS AFFECTED

5.1 All Executive Branch departments and offices.

### 6.0 APENDICIES

6.1 [Information Security Rules of Behavior Handbook.](#)

6.2 [Information Security System and Data Owners Handbook](#)

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

**ATTACHMENT A**

**INSTRUCTOR APPLICATION INFORMATION SHEET**

Legal Name of Corporation: \_\_\_\_\_

Legal Name of Applicant: \_\_\_\_\_

Phone (Home/Cell): \_\_\_\_\_ (Business): \_\_\_\_\_ (Fax): \_\_\_\_\_

Email Address: \_\_\_\_\_

Address (Home): \_\_\_\_\_  
Street City State Zip

Address (Business): \_\_\_\_\_  
Street City State Zip

---

**A COMPLETE RESUME MAY BE ATTACHED, AND IS PREFERRED, IN LIEU OF COMPLETING THE  
FOLLOWING INFORMATION ON EDUCATION, EXPERIENCE, OR SKILLS.**

---

EDUCATION/LICENSES/CERTIFICATIONS (list all relevant)

School/Organization	City, State	From	To	Major/Field	Degree/Licence/Certification
CPR/First Aid/AED Certificate(s)					

WORK/PARTICIPANT/VOLUNTEER EXPERIENCE (list all relevant)

Position	Employer	City, State	From	To

Please list any special skills, honors, awards, publications, or other information which you feel would be helpful in judging your qualifications for instructing programs:

\_\_\_\_\_

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

REFERENCES (Please give the contact information for three persons to whom we may contact regarding your qualifications and abilities)

Name	Organization	Position	Phone Number	Email Address

I am interested in teaching programs in the following field(s):

- ☐ Arts      ☐ Crafts      ☐ Fitness      ☐ Music      ☐ Dance      ☐ Tiny Tots      ☐ Sports  
☐ Swimming      ☐ Scuba      ☐ Aqua Sports      ☐ Swim Team      ☐ Water Fitness  
☐ Therapeutic Recreation      ☐ Other: \_\_\_\_\_

I am interested in teaching the following groups:

- ☐ Preschool/Kindergarten      ☐ Elementary School      ☐ Middle School      ☐ High School  
☐ Individuals with Disabilities      ☐ Young Adult      ☐ Adult      ☐ Seniors

Days and hours available for work:

- ☐ Monday      ☐ Tuesday      ☐ Wednesday      ☐ Thursday      ☐ Friday      ☐ Saturday      ☐ Sunday  
☐ Early Morning (6am-9am)      ☐ Morning (9am-noon)      ☐ Midday (noon-3pm)  
☐ Afternoon (3pm-6pm)      ☐ Evening (6pm-10pm)

Available start date: \_\_\_\_\_

*Please attach additional descriptive literature you may have available relating to the program you wish to offer, (i.e., outline of course, fees, material, etc.)*

\_\_\_\_\_  
Signature of Person Authorized to Sign Application

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Authorized to Sign Application

---

**THIS APPLICATION AND ATTACHMENTS ARE INCORPORATED AND MADE PART OF ANY CONTRACT  
RESULTING FROM THIS SOLICITATION.**

---

Please return this application to:

MCRD  
2425 Reedie Drive  
10th Floor  
Wheaton MD 20906  
(240) 777-6840

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

ATTACHMENT B

**INSTRUCTOR PROGRAM PROPOSAL**

(Please submit one per class title)

Legal Name of Corporation: \_\_\_\_\_

Legal Name of Applicant: \_\_\_\_\_

Phone (Home/Cell): \_\_\_\_\_ (Business): \_\_\_\_\_ (Fax): \_\_\_\_\_

Email Address: \_\_\_\_\_

Address : \_\_\_\_\_  
Street City State Zip

Class Title: \_\_\_\_\_

Class Description (*please describe as if for publication*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Targeted Age(s) or Grade(s): \_\_\_\_\_

Day and Time Preference(s): \_\_\_\_\_

Location Preference(s): \_\_\_\_\_

Are Class Materials: ☐ Purchased by participant from instructor Approximate Cost: \$ \_\_\_\_\_

☐ Purchased by participant from merchant Approximate Cost: \$ \_\_\_\_\_

☐ Included in program fee

☐ N/A

Please provide any further information regarding this program: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT C  
GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

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

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

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

**2. AMERICANS WITH DISABILITIES ACT**

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

**3. APPLICABLE LAWS**

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

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

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

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

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

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

**4. ASSIGNMENTS AND SUBCONTRACTS**

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

relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

#### 5. CHANGES

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

#### 6. CONTRACT ADMINISTRATION

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

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

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

#### 8. DISPUTES

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

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

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

#### 10. DURATION OF OBLIGATION

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

#### 11. ENTIRE AGREEMENT

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

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

#### 13. GUARANTEE

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

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

#### 16. IMMIGRATION REFORM AND CONTROL ACT

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

individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

#### 17. INCONSISTENT PROVISIONS

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

#### 18. INDEMNIFICATION

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

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. INSPECTIONS

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

#### 21. INSURANCE

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

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

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises	300	500	1,000	See Attachment

and operations, and independent  
contractors

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

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

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

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

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
27 Courthouse Square, Ste 330  
Rockville, Maryland 20850

(Remainder of Page Intentionally Left Blank)

## 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

## 23. INFORMATION SECURITY

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

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

### B. Payment Card Industry Compliance:

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

## 24. NON-CONVICTION OF BRIBERY

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

## 25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

## 26. PAYMENT AUTHORITY

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

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

## 27. P-CARD OR SUA PAYMENT METHODS

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

#### **28. PERSONAL PROPERTY**

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

#### **29. TERMINATION FOR DEFAULT**

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

#### **30. TERMINATION FOR CONVENIENCE**

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice.

Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

#### **31. TIME**

Time is of the essence.

#### **32. WORK UNDER THE CONTRACT**

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

#### **33. WORKPLACE SAFETY**

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

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

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

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

Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage reporting or payroll records reporting requirement found at 11B-33A (g), including providing late or inaccurate payroll records.

(i) Liquidated Damages

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

(ii) Withholding of Payment

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

(iii) Audit Costs

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

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

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

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

**Wage Requirements Law Certification**  
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

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

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

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

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

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for

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

B. Exemption Status (if applicable)

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

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

C. ☐ Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B- 33A (b)(3). The contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS). Accordingly, the contractor has completed the 501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c)(2). **(must also complete box B.4. above)**

D. ☐ Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employee other than the sole proprietor; and
- (3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.

**Note: A schedule C from the employer's federal tax return may be required for verification purposes.**

E. Sub-Contractors

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

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

F. Independent Contractors

- ☐ I intend to use Independent Contractors if I am awarded a contract as a result of this solicitation.  
**If this box is checked, you must complete the Wage Requirements Law Independent Contractor Certification (PMMD193) in order for your bid/offer to be considered. It can be found at:**  
<https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>
- ☐ I do **NOT** intend to use Independent Contractors if I am awarded a contract as a result of this solicitation. If at any time during the course of the contract I use Independent Contractors, I understand and agree that I must complete the Wage Requirements Law Independent Contractor Certification (PMMD193). See above link.

**Contractor Certification**

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

Authorized Signature		Title of Authorized Person	
Typed or Printed Name		Date	

## 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

[illegible]

\* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT E  
MANDATORY INSURANCE REQUIREMENTS

**Aquatics** - Water Fitness / Private Lessons / Swim Coach / Diving / Scuba / Aqua Sports / Clinics  
**Camps** - Sports / Educational / Arts and Crafts / Music and Dance / Tiny Tots (programs for children under the age of 6) / Private Location programs  
**Sports**

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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. The Contractor's insurance shall be primary.

**Commercial General Liability or Professional**

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

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

**Workers' Compensation/Employer's Liability - Waive if no employees**

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***

**Additional Insured**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract. Contractor must name the following entities as an Additional Insured:

- Housing Opportunities Commission of Montgomery County, 10400 Detrick Avenue, Kensington, MD 20895
- EH III Recreational Center, LLC, 10400 Detrick Avenue, Kensington, MD 20895

**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 (Contract #)  
Office of Procurement  
Rockville Center  
27 Courthouse Square, Suite 330  
Rockville, Maryland 20850-4166

ATTACHMENT F  
MANDATORY INSURANCE REQUIREMENTS

**Classes** - Fitness (Including Yoga, Boot Camp, Body Sculpting) / Martial Arts / Cooking / Arts and Crafts / Tiny Tots (programs for children under the age of 6) / Music and Dance / Therapeutic Recreation (for individuals with physical and/or mental disabilities) / Private Location programs

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do 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. The Contractor's insurance shall be primary.

**Commercial General Liability or Professional**

A minimum limit of liability of **three hundred thousand dollars (\$300,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

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

**Workers' Compensation/Employer's Liability - Waive if no employees**

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***

**Additional Insured**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract. Contractor must name the following entities as an Additional Insured:

- Housing Opportunities Commission of Montgomery County, 10400 Detrick Avenue, Kensington, MD 20895
- EH III Recreational Center, LLC, 10400 Detrick Avenue, Kensington, MD 20895

**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 (Contract #)  
Office of Procurement  
Rockville Center  
27 Courthouse Square, Suite 330  
Rockville, Maryland 20850-4166

OPEN SOLICITATION #1029633  
For  
RECREATION INSTRUCTOR SERVICES

ATTACHMENT G  
INSTRUCTOR INVOICES

INSTRUCTOR INVOICE FOR SERVICES RENDERED

BILL TO:  
Montgomery County Recreation  
4010 Randolph Road  
Silver Spring, Maryland 20902

Season:   
☐ Full Pay  
☐ Half Pay  
Midpoint Date:   
MCR Supervisor   
E-Mail/Fax

REMIT TO:  
Contractor/Supplier Information

Name (as shown on contract):   
Address:  City:  State:  Zip:   
Telephone:  FAX:  Contact:   
E-Mail:  Direct Deposit: ☐ Yes ☐ No

ACTIVITY NAME	COURSE NUMBER	LOCATION	DAY(S) OF WEEK	START TIME	END TIME	START DATE	END DATE

Instructor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MCRD OFFICE USE ONLY

Class Income: <input type="text"/>	Supplier Number/Site: <input type="text"/>
Pay Basis: <input type="text"/>	<input type="radio"/> ACH Purchasing Category (Lines): <input type="text"/>
Amount Due: <input type="text"/>	Fund: <input type="text"/> 715 Cost Center: <input type="text"/> Account Code: <input type="text"/> 41584
Paid To Date: <input type="text"/>	Program Supervisor Approval: <input type="text"/>
Balance Due: <input type="text"/>	Management Services Approval: <input type="text"/>
Due Now: <input type="text"/>	Date Submitted to Management Services: <input type="text"/>

## INSTRUCTOR INVOICE FOR SERVICES RENDERED

Season:

☐ Full Pay

☐ Half Pay

Midpoint Date:

MCR Supervisor

E-Mail/Fax

Name (as shown on contract):

Address:  City:  State:  Zip:

Telephone:  FAX:  Contact:

E-Mail:  Direct Deposit: ☐ Yes ☐ No

[illegible]

Instructor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Total Hours:	
Pay Basis:	
Amount Due:	
Paid To Date:	
Balance Due:	
Due Now:	

Supplier Number/Site:

☐ ACH Purchasing Category (Lines):

Fund:  Cost Center:  Account Code:

Program Supervisor Approval:

Management Services Approval:

Date Submitted to Management Services:

[Print Form](#)