

Open Solicitation #1157569
Grant Writing Services

Notice to Vendors



Montgomery County Office of
Grants Management

Dear Prospective Vendor:

Thank you for your interest in providing grant writing services under Open Solicitation #1157569 with Montgomery County Office of Grants Management.

The Office of Grants Management (OGM) provides a central point of contact regarding grants that the County receives or awards and provides technical assistance to departments applying for and managing grants. OGM is seeking applications from professionals qualified to develop and write grant proposals on behalf of County Departments. Grant application encompass those to federal, state, and local government agencies, foundations, and other public and private funding sources. These professionals must research, write, edit, package, and produce timely, high-quality proposals/funding applications in collaboration with the OGM Incoming Grants Program Manager and Department leads.

All forms are downloaded with this Open Solicitation packet on OGM's website:
<https://montgomerycountymd.gov/ogm/solicitations.html>.

The Open Solicitation packet includes:

- 1) [Notice to Vendors](#)
- 2) [Instructions to Vendors](#)
- 3) [Pre-approved Form Contract](#)
- 4) [General Conditions of Contract between County and Contractor](#)
- 5) [Notice to Proceed](#)
- 6) [Rate Sheet](#)
- 7) [Sample Invoice](#)

In addition, you will need to access the following forms via these links and submit with your application per the section [Instructions to Vendors](#):

- [Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor](#) and its companion document entitled [Minority, Female, Disabled Person Subcontractor Performance Plan](#)
- [Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501\(c\)\(3\) Nonprofit Organization's Employee's Wage and Health Insurance Form](#)
- [Wage Requirements Law, Independent Contractor Certification](#)
- [Grant Writer Information sheet](#) (*This form should be completed last, as it is an online form that also accepts the two pdf packets described in the section [Instructions to Vendors](#)*).

Please note that the applicant (company or individual) must be registered in the Central Vendor Registration System, to provide services to the County. To register in this system, go online to <http://www.mcipcc.net> and

Open Solicitation #1157569

Grant Writing Services

click “Register.” For registration as a company, the NIGP Class/Item Code is 961-90. For Registration as an individual, Services Rendered – Non Procurements is the program. A W-9 form will need to be uploaded.

Applicants must provide proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<https://egov.maryland.gov/BusinessExpress/>) as a screenshot or a current certificate of good standing.

Applications will be reviewed by OGM staff for acceptance or rejection, based on the minimum qualifications. The County will enter a contract with all applicants who meet the minimum qualifications as described in the [Pre-Approved Form Contract](#) (Article II., Minimum Qualifications) and are found to be responsible. The County will sign the [Pre-Approved Form contract](#) and return a copy to the applicant. The [Pre-Approved Form Contract](#) with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records. The applicant must sign the [County’s Pre-Approved Form Contract](#) which includes the [General Conditions of Contract Between County and Contractor](#), and other Attachments, as written, with no modification.

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

1. Minority, Female, Disabled Person Program Compliance – Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) procurement program. Further information regarding the County’s MFD program is found at the link <https://www.montgomerycountymd.gov/PRO/DBRC/mfd.html>.
2. [Montgomery County Procurement Regulations](#) – The Montgomery County Procurement Regulations are applicable to this solicitation and to any contracts awarded pursuant to this solicitation.
3. 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, [MD Code Ann., General Provisions, §4101, et. seq.](#), 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”. With regard to any portion of the application that is not stamped as proprietary or confidential, the applicant verifies that he/she believes the content is not to be proprietary or confidential and expressly permits the County to so deem it.
4. Name and Signature Requirements for Applications, Contracts, and Invoicing – 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

Open Solicitation #1157569
Grant Writing Services

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 hardcopy. All applications must be submitted electronically.

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. The County will assign work to the Contractor while accounting for the needs of the County, the Contractor’s experience in a particular grant area, and availability of the Contractor. If more than one contractor meets the needed qualifications for a project, the contractor will be assigned on a rotating basis based on the order in which contracts were executed under this Open Solicitation.

By submitting an application, the vendor agrees to perform services at the [rates listed in this open solicitation](#). The County may, at its option, and as fiscal appropriation allows, adjust the rates for contracts resulting from this Solicitation at the beginning of the County’s Fiscal Year. Adjustment of the rates for contracts resulting from this Solicitation will be accomplished without having to reissue or amend this Open Solicitation. The County’s Fiscal Year runs from July 1st through June 30th. In the event these rates change, within 30 days of the effective date, the Office of Grants Management’s Director or her/his designee will notify the Director, Office of Procurement as well as the Contractor, and forward a copy of the revised rate sheet to both, indicating the effective date of the new rates.

The cost of contracts will not exceed available fiscal appropriations. Funds will be encumbered in purchase orders issued by OGM under the contracts awarded as a result of this Open Solicitation.

The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.

Should you have any questions regarding the application process, please contact grants@montgomerycountymd.gov and ensure that the subject line has the exact phrase “Question: Open Solicitation #1157569 (Grant Writer).”

Thank you for your interest in working with Montgomery County Office of Grants Management.

Open Solicitation #1157569

Grant Writing Services

Instructions to Vendors

The County will enter into contracts with all applicants who: (1) meet the Minimum Qualifications stated in Article II, Minimum Qualifications of the Pre-Approved Form Contract; and (2) are found to be responsible. If your application is accepted and approved and your organization is found to be responsible, the County will execute the contract and return a copy to you. 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.

You may only begin to provide services to the County after receiving the following documents:

- 1) an executed purchase order from the County; and
- 2) a request for services from the County in the form of a [Notice to Proceed](#).

Submission Documents

To apply, please access the Grant Writer Information and Sheet and packet solicitation available at the link <http://forms.montgomerycountymd.gov/f/g60y1gtc3prh> or at [OGM's website](#). After completing the information sheet, upload the submission with the two pdf packets:

- 1) Pre-approved Form Contract and Additional Documents
- 2) Vendor Application Documents.

These PDF Packets are further described in the following two sections with checklists.

Open Solicitation #1157569
Grant Writing Services

Checklist for Pre-Approved Form Contract and Additional Documents PDF Packet
You do not need to return this checklist. It is for your convenience.

FORM	ACTION	Complete?
Pre-Approved Form Contract	Sign the Pre-Approved Form Contract <i>(If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Pre-Approved Form Contract)</i>	
	Enter a Date ONLY in the Signature block	
	The date in the paragraph at the top of the signature page remains BLANK (to be completed by the County)	
	Submit ALL pages of the pre-approved form (not just signature page)	
General Conditions of Contract between County and Contractor	Submit as Attachment A with contract	
Rate Sheet	Submit with Contract as Attachment B	
Sample Invoice	Submit with Contract as Attachment C	
<p><i>This concludes the contract and attachments. However, these additional documents need to be submitted along with the contract in the same pdf file</i></p>		
<ul style="list-style-type: none"> • Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan 		
<ul style="list-style-type: none"> • Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form • Wage Requirements Law, Independent Contractor Certification 		
<ul style="list-style-type: none"> • W-9 tax form or a copy of Social Security card if applicant is an Individual or Sole Proprietorship 		

Open Solicitation #1157569
Grant Writing Services

<ul style="list-style-type: none"> • Proof of a Good Standing with the State of Maryland Department of Assessments and Taxation Business Services 	
<ul style="list-style-type: none"> • Proof of insurance 	
<ul style="list-style-type: none"> • <u>If applicable:</u> Proof of tax-exempt status (Determination letter from the IRS) 	

Checklist for Pre-Approved Vendor Application Documents PDF Packet

You do not need to return this checklist. It is for your convenience.

The following documents are required and must be completed or the application will be rejected.

Include all of these documents with your application or your application will be ineligible.

Document	Document Description	Completed?
Cover Letter with a narrative	<p>This describes your (if individual) or your organization's area of specialty, knowledge of and experience demonstrating the development of high quality, substantive grant applications to funders that include, but are not limited to, federal, state, and local government entities, private foundations or other sources of funding.</p> <p>Cover letter with narrative must be no more than two (2) pages.</p>	
Resume(s)	<p><i>If applying as an individual, please provide a copy of your up-to-date resume.</i></p> <p><i>If applying as an agency or organization, please provide a copy of an up-to-date resume for each person who would provide services under the Contract resulting from this Open Solicitation.</i></p>	
Sample Grant Applications	Provide a minimum of two samples of grant applications written within the previous two years.	
Sample Editing	Provide three pages of edits made to part of a grant application using the track changes feature.	

Open Solicitation #1157569
Grant Writing Services

Pre-approved Form Contract

BACKGROUND/INTENT

1. Montgomery County, Maryland through its Office of Grants Management (OGM) seeks professionals qualified to develop and write grant proposals to federal, state, and local government agencies, foundations, and other public and private funding sources. These professionals must research, write, edit, package, and produce timely, high-quality proposals and funding applications in collaboration with Montgomery County Department staff and the OGM Incoming Grants Program Manager. County Department staff will primarily provide program conceptualization and design of the project for which the grant funding is sought. The County Department staff will also accept deliverables. The Incoming Grants Program Manager is the Contract Administrator, who approves payments for work completed successfully by the contractor and would serve as a mediator between County Department Staff and the Contractor in event of a disagreement regarding deliverables. Success will rely on close communication and collaboration among the Contractor, County Department staff, and Incoming Grants Program Manager.

2. OGM intends to establish a pool of qualified grant writers with demonstrated success in obtaining grants. The Contractor must not perform work without first receiving a Notice to Proceed from OGM and a Purchase Order encumbering funds for such requested work.

The County will assign work to the contractor accounting for the needs of the County, the contractor's experience in a particular grant area, and availability of the contractor/ability to execute within the timeframe needed by the County. If more than one contractor meets the needed qualifications for a project, the contractors' work/task will be assigned on a rotating basis based on the order in which contracts were executed under this Open Solicitation.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

- A. The Contractor must write grant application sections as assigned by the County. The Contractor must edit the final grant application sections for both substance and style and deliver the completed sections by the interim and final deadlines established by the County. All documents must be prepared in the format requested by the County and delivered to the Incoming Grants Manager and County staff.
- B. The Contractor may be a generalist, but, as directed by the County, must research, write and edit sections of grant proposals and grant applications in response to public and private grant opportunities in the areas related to County priorities including, but not limited to public health and social services, the environment,

Open Solicitation #1157569

Grant Writing Services

criminal justice, energy, digital citizenship and access, information technology, cybersecurity, human rights, and other areas of interest to the County.

- C. The Contractor must gather and assemble all information that is needed to prepare the grant proposal assigned by the County.
- D. The Contractor must participate in ongoing status meetings (virtual via Teams) as requested by Incoming Grants Program Manager and/or County staff related to the development of the grant application. The Contractor must be available to work during evenings and weekends. The County will not pay any overtime or an additional rate for evening or weekend hours worked.
- E. The Contractor must complete all work in accordance with proposal development assignments and deadlines set by the County. The Contractor must ensure that all material developed or used by the Contractor is relevant, accurate and fully responsive to the funder's requirements. The Contractor must properly credit all sources of information and data and obtain all rights and licenses required to use such information.
- F. The Contractor must actively communicate with the County's proposal development team members to gain additional information, clarification, and answers to questions as the Contractor develops the assigned grant application. The Contractor must gather and monitor all responses from the County's proposal development team members, ensuring that their feedback is incorporated into relevant sections of the application. The Contractor must revise draft grant proposals as necessary to ensure that the final document prepared by the Contractor accurately reflects the County's objectives and priorities.
- G. The Contractor must develop final versions of the assigned grant application sections and edit them for both content and style.
- H. The Contractor must complete all final, polished, and copy-edited application sections by the deadline specified by the Incoming Grants Manager or County staff point of contact. All copies produced by the Contractor must be factual, accurate, free of style or formatting errors, and provided in the electronic file format as specified and required by the County.
- I. The Contractor must complete all additions, deletions or other modifications to the application as requested by the Incoming Grants Manager and/or County staff point of contact as the application moves through the County's approval process. The Contractor must remain available to provide such services until the final application is submitted to the funder.
- J. The Contractor may use subcontractors for some of the work described in Article I. Scope of Services. The Contractor must be responsible for the performance and work product produced by any subcontractor performing work under the Contract.

Open Solicitation #1157569

Grant Writing Services

The Contractor must also be responsible for compensating any subcontractors used to perform the work assigned to them.

- K. The Contractor is an independent contractor and is not entitled to any benefits available to Montgomery County employees including, but not limited to: administrative leave, access to deferred compensation plans, affirmative action initiatives, personnel services, employee training, health insurance, paid time off, paid sick time, or, worker's compensation benefits. The County will not withhold any income taxes, social security withholding, unemployment, or other taxes from the compensation payable to the Contractor and Contractor is responsible for making appropriate arrangements for payment of taxes.
- L. 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. The Contractor must not set policies for the County or independently interpret County policies.
- M. The Contractor is not entitled to the use of and must not use any County vehicles or Virtual Private Network (VPN).

II. MINIMUM QUALIFICATIONS

The Contractor must possess and maintain, throughout the term of the Contract, the following minimum qualifications and comply with the following requirements listed below:

- A. The Contractor must have demonstrated ability and experience to produce high quality, substantive grant applications to funders that include, but are not limited to, federal, state (experience writing grants for the State of Maryland should be specified), and local government entities, private foundations, or other sources of funding.
- B. The Contractor must provide to the County a minimum of two written samples of grant applications authored by the Contractor, or the grant writers that will be assigned by the Contractor to perform services under the Contract, within the previous two years. Each writing sample will be assessed based on the following criteria: clarity of the message, correct punctuation, spelling usage, correct grammar usage, presentation, and appropriate use of graphics.
- C. The Contractor must have demonstrated ability to provide quality copy editing of final grant applications via written ("before and after") samples.
- D. Any subcontractors providing services under the contracts resulting from this Open Solicitation must meet the same qualifications as the Contractor, and

Open Solicitation #1157569

Grant Writing Services

Contractor must present evidence to the County from subcontractors of such prior to performing any work.

- E. The Contractor must be available to participate in ongoing status meetings via MS Teams as requested by Incoming Grants Program Manager and/or County staff related to the development of the grant application.
- F. The Contractor must demonstrate past success in meeting all deadlines associated with intermediate and final delivery of the grant application.
- G. The Contractor must be proficient in and have access to all office equipment and software applications in common usage, including, but not limited to, Microsoft Office 360, MS Teams, and the most recent version of Adobe Acrobat Reader or Adobe Pro to produce grant applications. Due to format incompatibility, no other brand of software may be used.
- H. All applicants must accept the County's fee structure that is detailed in Article IV Compensation of this Contract and its subsequent fees as updated by the County from time to time.
- I. All Contractors must comply with the County's mandatory insurance requirements as set forth under Article VII, General Conditions and Insurance of this Contract and must provide an insurance certificate(s) evidencing the required insurance coverage.

III. QUALITY ASSURANCE

- A. The Contractor must perform in accordance with the standards set forth in the Scope of Services of this Contract. Contractor's substantial non-compliance or non-satisfactory performance, as determined in the sole discretion of the County, may lead to early termination of the Contract.

VI. COMPENSATION

- A. The County will compensate the Contractor for services rendered at a pre-determined fully-burdened rate listed on the [Rate Sheet](#) included with the Open Solicitation. This rate is inclusive of all overhead and administrative costs such as telephone, office supplies, computer usage, travel, etc.
- B. This rate applies to all services provided to the County by the Contractor in the course of providing the Grant Writing Services described in this Contract. The County may at its option and as fiscal appropriation allows, adjust the rates for the contracts resulting from this Solicitation at the beginning of the County's Fiscal Year. The County's Fiscal Year runs from July 1st through June 30th.

Open Solicitation #1157569

Grant Writing Services

In the event these rates change, within 30 days of the effective date, OGM's Director or her/his designee will notify the Director, Office of Procurement, and the Contractor, and forward a copy of the revised rate sheet indicating the effective date of the new rates to both.

- C. No services will be performed or compensated under this Contract prior to the execution of a County Purchase Order and Notice(s) to Proceed and the Contractor's receipt of said County Purchase Order containing a maximum compensation amount.
- D. Compensation must not exceed funds appropriated by the County and encumbered into the County Purchase Order issued to the Contractor.
- E. No minimum number of work hours is guaranteed to any Contractor under this Contract.

V. INVOICES

The Contractor must submit an invoice and supporting documentation for services performed upon completion of the assigned grant application in a format approved by the County. The invoice must include a time sheet showing services performed, specifying the client and project and project hours' break-down. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, net 30 days, at the rates set forth in Article IV., Compensation, above for services that were satisfactorily performed and accepted by the County. Invoices must be sent to the Incoming Grants Program Manager with the Department Contact cc'd.

A [sample invoice](#) is given in the Open Solicitation #1157569.

VI. TERM

This Contract is effective on the effective date listed on the signature page, upon signature by the County's Director, Office of Procurement and will be for a two-year term. If the Director determines that renewal is in the best interest of the County, before the Contract term ends, the Director may renew this Contract up to three times for one year each. The Contractor's satisfactory performance does not guarantee renewal of this Contract.

VII. GENERAL CONDITIONS AND INSURANCE

The [General Conditions of Contract Between Contractor and County \("General Conditions"\)](#) are incorporated by reference and made part of this Contract as Attachment A.

The insurance requirements set forth in Provision 21 of the General Conditions Table A and Table B have been replaced by the [Minimum Insurance Requirements](#) by the County's Division of Risk Management.

VIII. PRIORITY OF DOCUMENTS

Open Solicitation #1157569
Grant Writing Services

The following documents are incorporated by reference and made a part of this Contract and are listed in the following order of precedence to be applied in the event of a conflict in their term:

1. This Contract Document
2. The [General Conditions of Contract Between County and Contractor](#) (Contract Attachment A)
3. [Rate sheet](#) (Contract Attachment B)
4. [Sample Invoice](#) (Contract Attachment C)
5. [Notice to Proceed](#) (Contract Attachment D)

Open Solicitation #1157569
Grant Writing Services

Signature Page – Open Solicitation #1157569

This Contract, which incorporates by reference: the Notice to Vendors, the Instructions to Vendors, the completed Vendor Application Form, and the Pre-Approved Form Contract with General Conditions of Contract Between County and Contractor (Attachment A) and Attachments B, C and D, copies of which have been provided to the Contractor, is entered into this _____ day of _____, _____ by and between _____ (the “Contractor”) and Montgomery County, Maryland (the “County”). This Contract will become effective on the date of signature by the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

SIGNATURE PAGE

Part A: Contractor's Offer to Provide Services:
(Prospective Contractor Must Complete)

Part B: County Acceptance:
MONTGOMERY COUNTY, MARYLAND

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

Office of Procurement, Director

Agency Name

Signature Date

Signature*

RECOMMENDATION

Office of Grants Management, Director

Title

Date

Date

This form has been approved as to form and legality by the Office of the County Attorney

*** Must be signed by corporate officer or person legally authorized to bind organization to a contract**

Open Solicitation #1157569
Grant Writing Services

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR
(Contract Attachment A)

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

Open Solicitation #1157569

Grant Writing Services

- 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.

Open Solicitation #1157569 Grant Writing Services

- 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.

Open Solicitation #1157569 Grant Writing Services

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

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

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

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

*Professional services contracts only

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Open Solicitation #1157569
Grant Writing Services

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

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

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

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Open Solicitation #1157569
Grant Writing Services

MINIMUM INSURANCE REQUIREMENTS

Grant Writing Services

Solicitation #1157569

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

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

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

OR

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least:

Each Claim \$500,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general liability insurance policies, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Office of Grants Management/Emily D. Danyluk
101 Monroe St.
Rockville, MD 20850

Open Solicitation #1157569

Grant Writing Services

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.

Open Solicitation #1157569

Grant Writing Services

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

Open Solicitation #1157569
Grant Writing Services

Rate Sheet
Contract Attachment B

Contractors providing Grant services will be paid based on invoices using the following pay scale. All rates below are fully burdened hourly rates for services provided. This rate is inclusive of all overhead and administrative costs such as telephone, office supplies, computer usage, travel, etc.

Grant Writer	\$150 per hour
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Open Solicitation #1157569
Grant Writing Services

Sample Invoice
Contract Attachment C
Form must be on the consultant's letterhead

Company Name: ABC
 Invoice Number: Ppppppp-1 (PO number – sequential invoice number)
 Invoice Date: MM/DD/YYYY
 Service Period: MM/DD/YYYY to MM/DD/YYYY
 Purchase Order Number: Pppppppp (this is county issued P.O.)
 Grant Name & Department: From notice to proceed - Grant Name (Dept)

All information must be provided. Missing information or inaccurate information will cause rejection of the invoice.

Each purchase order must have a separate invoice.

Services rendered	# of Hours	Price per hour	\$ Total
	yyy	See	yyy* Rate
	yyy	published	
	yyy	rate sheet	
Total	sum	n/a	sum

Total amount Due for this invoice: \$XXX

ACKNOWLEDGEMENTS

- Consultant acknowledges that as of date of this invoice neither the consultant nor any subcontractor performed any additional services without written authorization by the Contract Administrator.
- ***Applicable to Final Invoice Only:*** Consultant acknowledges that as of date of this Final Invoice there is no outstanding payment due or outstanding claim for the above referenced project.

Principal's Signature: _____
 Name of Company Principal: First Name Last Name

For County Use	Date	Signature
Received		
Confirmed with Dept Contact		
Contract Administrator Approved		
OGM Director Approved		
Administration Received		

Open Solicitation #1157569

Grant Writing Services

Attachment D
Notice to Proceed

Dear [Contractor]:

This letter serves as your notice to proceed to provide professional services to Montgomery County for [overall project description] under PO [#]. These services will be paid at the published rate listed in the current Open Solicitation.

Under this agreement, you will:

Deliverable	Date due	Estimated Hours:	Not to exceed:	Rate per Open Solicitation

Department:

Department contact (Approves/accepts deliverables on behalf of department/office but OGM is the final approver):

Grant Name:

Consultant agrees not to disclose, directly or indirectly to anyone, or to use or let others use, for any purpose whatsoever, any proprietary information, of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement.

Please submit your invoice for services performed upon completion of the grant application or on a monthly basis (whichever timeframe is shorter) to [email contact will be completed when sent]. The invoice should include a time sheet showing services performed, specifying client and project, project hour's break-down, and work order history. A sample invoice was provided as attachment F in the Contract.

If you would like to be paid by ACH, you must ensure that your ACH payment information is updated in your Central Vendor Registration (CVRS) Profile by [insert date].

Sincerely,

[Signing official]

I am in agreement with the terms listed above.

Contractor

Date