

**OPEN SOLICITATION #1189912
VETERINARY SERVICES**

As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Office of Animal Services (OAS) is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

Section 4.1.6.3 Procedure

(1) Public Notice – Notice for this solicitation will be posted on the Montgomery County, Office of Procurement website.

(2) Application Process – The Officer of Animal Services Contract Management Team will post a copy of the solicitation packet for this Open Solicitation at:

<https://www.montgomerycountymd.gov/animalservices/volunteer/Careers.html>

The solicitation packet includes the following:

- 1) the Notice to Vendors;
- 2) the Instructions and Vendor Information;
- 3) the pre-approved Form Contract including the General Conditions of Contract Between County and Contractor, the County's Business Associate Agreement and all other attachments. Applicants must submit all required Vendor Information as described in the Instructions and Vendor Information Form.

(3) Criteria for accepting or rejecting applications - The Pre-Approved Form Contract contains the minimum qualifications for services upon which applicants will be accepted. Applications will be reviewed by OAS staff for acceptance or rejection, based on the minimum qualifications.

All applicants who meet the minimum qualifications listed in the Pre-Approved Form Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The County makes no guarantee that any single contractor will be asked to provide services under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation will be assigned on a rotating basis taking into account program needs, and availability, location, and/or Contractor's specific expertise and ability to perform the services in the given timeframe.

(4) All applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. Client referrals will be based on location of the participant's home, when possible, and/or on available capacity at Contractors' clinics.

(5) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the Form Contract), including the General Conditions of Contract Between County and Contractor ("General Conditions"), and the County's Business Associate Agreement without modification.

(6) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered in purchase orders issued under the contracts by OAS.

(7) Cancellation – 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.

(8) Changes to Forms – The County may update the Open Solicitation Form Contract with updated versions of the forms listed below without issuing an amendment to the Open Solicitation:

- a. General Conditions of Contract Between County & Contractor (PMMD-45);
- b. Minority Business Program & Offeror's Representation (PMMD-90);
- c. Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor (PMMD-91);
- d. Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan (PMMD-65);
- e. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor, and Wage Requirements Law Certification (PMMD-177); and
- f. Business Associate Agreement.

The updated forms will be applicable to new contracts entered into after the date they are added to the open solicitation; forms attached to previously executed contracts will remain in effect for these contracts unless formally amended by contract amendment.

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**OPEN SOLICITATION #1189912
VETERINARY SERVICES**

NOTICE TO VENDORS

Montgomery County, Maryland (the "County"), through its Office of Animal Services (OAS) is seeking applications from qualified Contractors to provide veterinary services. OAS serves and protects all animals and citizens in Montgomery County with dedication and compassion. The goal of the OAS is to strengthen the human-animal bond through education, humane law enforcement, and by promoting responsible guardianship.

Montgomery County intends to enter into multiple contracts resulting from this solicitation. All applicants who meet the minimum qualifications listed in the Pre-Approved Form Contract will be eligible to receive a contract to provide the services described in the Open Solicitation. The County makes no guarantee that any single contractor will be asked to provide services under a contract resulting from this Open Solicitation. The services to be provided under a contract resulting from this Open Solicitation will be assigned on a rotating basis taking into account program needs, and availability, location, and/or Contractor's specific expertise and ability to perform the services in the given timeframe.

A complete description of the Scope of Services required is listed in the Open Solicitation packet. Interested providers/applicants may obtain a packet by visiting:

<https://www.montgomerycountymd.gov/animalservices/volunteer/Careers.html>

Compensation for services rendered under a Contract resulting from this Open Solicitation will be paid at the following fully burdened rates:

Veterinarians	\$100.00 per hour
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Under no circumstances will the payment exceed the above established rates.

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. The County's fiscal year starts on July 1st and ends on the following June 30th.

All applicants meeting the minimum qualifications listed in the Pre-Approved Form Contract of this Open Solicitation will be awarded a contract for services, however, this does not guarantee that any Contractor will receive a minimum amount of work.

All Contractors being awarded a contract must maintain the insurance limits set forth in the Form Contract at all times during the term of the Contract regardless of the amount of business received from the Contract.

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OPEN SOLICITATION #1189912
VETERINARY SERVICES

INSTRUCTIONS TO VENDORS

The County will enter into a contract with all applicants who meet the minimum qualifications as stated in Article 111, Minimum Qualifications of the Pre-Approved Form Contract and are found to be a responsible organization/individual. The County will execute the contract and return a copy to the applicant. The executed 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.

Questions related to the technical information in this Open Solicitation should be directed to Caroline Hairfield, Executive Director, via email caroline.hairfield@montgomerycountymd.gov. Questions related to the application/contract process and insurance requirements may be directed to Taylor Adams, Program Manager, via email taylor.adams@montgomerycountymd.gov.

I. Submission Documents: The following items must be submitted:

1. **Form Contract and Contract Attachments** – the application and form contract must be filled out completely and submitted along with the Attachments. Please follow these steps:
 - a. Fill out and submit the application form.
 - b. Sign the Form Contract signature page - If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 - c. PLEASE DO NOT PUT A DATE IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.
 - d. Submit all the pages of the Form Contract (not just the signature page) and the following attachments which must be completed in their entirety, or the application will be rejected;
 - i. "Minority, Female, Disabled (MFD) Person Subcontractor Performance Plan" – Please submit your MFD plan or request a waiver. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor (Attachment D) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf) and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan" (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
 - ii. 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 E) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
 - iii. "Minority Business Program & Offeror's Representation" – this form may be filled out and submitted if applicable to the applicant's organization. (Attachment F) (<https://www.montgomerycountymd.gov/DGS/Resources/Files/OBRC/PMMD-90.pdf>)
 - iv. Attachment B, Independent Contractor Acknowledgment, Attachment C, Contractor Employee Acknowledgment.

2. A copy of license to practice veterinary medicine in the State of Maryland.
3. A list of qualifications and related experience. The veterinarian providers require a minimum of 1 year of experience.
4. Certificate of Insurance that provides evidence of meeting the Mandatory Insurance Requirements set forth in Article VI of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate.
5. Proof of Legal Name
 - a. Articles of Incorporation, and Articles of Amendment (if applicable).
 - b. W-9 Form or copy of Social Security card if Sole Proprietorship.
 - c. Proof of tax-exempt status; IRS Determination Letter (if applicable).
 - d. Proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<https://egov.maryland.gov/BusinessExpress/>).

II. Instructions:

As directed above in Section I., please complete, attach, and send all Submission Documents to:

Montgomery County, Maryland
Office of Animal Services
Attn: Business Operations Manager
7315 Muncaster Mill Road
Derwood, Maryland 20855

If your application meets the minimum qualifications listed in the Pre-Approved Form Contract, the County will execute the contract and return a copy to you.

A copy of the County's General Conditions of Contract Between County and Contractor ("General Conditions") is included with the solicitation packet. The County's General Conditions will be attached as Attachment A to any contract that results from this Open Solicitation and includes terms and conditions that the County requires of Contractors. You must sign the County Pre-Approved Form Contract as written, and return it, with all attachments, to the County for execution by the Office of Procurement. The Office of Animal Services' Business Operations Manager will forward a copy of the executed contract to you.

No services may be provided until you receive notice from the County that the contract has been executed and receive an executed purchase order and request for services from the County.

The County makes no guarantee that any single contractor will receive referrals to provide services under a contract resulting from this Open Solicitation.

Award of a contract under this Open Solicitation is subject to fiscal appropriations. The County reserves the right to cancel this Open Solicitation at any time. Compensation for services rendered under this Contract resulting from this Open Solicitation will be paid at the current rates for Montgomery County Fiscal Year (July 1, 2025 through June 30, 2026) noted in the Notice to Vendors for Veterinary Services for Open Solicitation #1189912.

<http://www.montgomerycountymd.gov/pol/chief/bureaus/management/VmgmtbudgeVInformalSolicitations.html>

If this site changes the County will issue an Addendum to this Open Solicitation which will specify the updated site where the current rates are posted.

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**OPEN SOLICITATION
#1189912**

VETERINARY SERVICES

APPLICATION FORM

Contractor's Legal Name: _____

Address: _____

Telephone: _____

Email: _____

Applying for: Veterinarian

ACKNOWLEDGMENT

I acknowledge receiving, reading, understanding, and agreeing to perform the services as delineated in the Solicitation Package and the Form Contract, understand the requirements of this Solicitation and accept the Fee Schedule for Services.

The entity applying for a Contract under this Solicitation has the capacity, staff, qualifications, licensing, financial stability, and experience to perform services as required.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OPEN SOLICITATION #1189912
VETERINARY SERVICES
CONTRACT # _____

The County seeks to enter into multiple contracts with qualified entities which can provide veterinarian services.

Intent

It is the intent of the Montgomery County Office of Animal Services to enter into contracts with qualified entities who can provide veterinary services for the animals housed at the Montgomery County Animal Services & Adoption Center (MCASAC) in collaboration with the OAS Chief Veterinarian.

I. SCOPE OF SERVICES

The Contractor must provide veterinary services upon the request of the County and as described in this Contract.

The work required under this Contract will be conducted at the Montgomery County Animal Services & Adoption Center at 7315 Muncaster Mill Road, Derwood, Maryland 20855.

1. Veterinarian

HOURS OF SERVICE: The typical hours during which veterinarian services may be required will fall between 7 a.m. and 7 p.m.; on occasion these hours may be adjusted to cover specific tasks or activities to include, weekend coverage or coverage for special events.

NATURE AND VARIETY OF WORK: The Veterinarian must ensure all animals in care receive prompt and proper medical care and continued monitoring for individual health and welfare. The Veterinarian must manage medical and surgical care with the shortest length of stay in mind yet still in the best interest of the individual animal. The Veterinarian must perform spay and neuter surgeries in addition to other surgical procedures as necessary. The Veterinarian must maintain accurate and thorough record-keeping for each individual animal. The Veterinarian must provide medical expertise and assistance to the Animal Services Division staff on-site, in the field, and in court as requested by the County. In accordance with State of Maryland licensing requirements for veterinarians, the veterinarian must also professionally monitor the work of the registered veterinary technicians and veterinary assistants as needed to perform daily duties.

2. County Responsibility

The County will monitor and review the work being performed by each Contractor under this Contract.

3. Reports

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month for services described in this Contract.

II. COMPENSATION

The County will compensate the Contractor at a predetermined rate. See below.

Veterinarians	\$100.00 per hour
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No services will be performed or compensated under this Contract without the Contractor's receipt of a County purchase order for a specific period during which services will be performed.

The Contractor will invoice and be compensated for no more than the rates specified above.

III. MINIMUM QUALIFICATIONS

The Contractor must ensure that any personnel providing services under this Contract meet the following minimum qualifications during all terms of this Contract:

1. All veterinarians working under this Contract must have a current license to practice veterinary medicine issued by the State of Maryland.
2. The Contractor must accept the County established rates for services described in Open Solicitation #1189912 and as set forth in the County's currently defined rates in Article 11. Compensation, Paragraph A of this Contract. No additional fees for services may be charged to the County aside from the fee schedule set forth in this Contract.
3. The Contractor must comply with the County's mandatory insurance requirements as set forth under Article VI of this Contract and must provide insurance certificate(s) evidencing the required insurance coverage which must remain in force without lapse during all terms of this Contract.
4. Vet Experience/Licenses:
 - Experience: Completion of one (1) year post graduate work.
 - License: At time of selection, possession of a valid license to practice veterinary medicine issued by the Maryland State Medical Examiners; and Federal and State licenses to prescribe drugs, from the Drug Enforcement Agency, respectively.

IV. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. The Contractor must include, at a minimum, on each invoice, the Contractor's name, address, contract number, purchase order number, the hours and services provided, the date(s) the service provided and the amount that is due based on the hourly rate set forth in this Contract. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, within 30 days, at the rates specified in Article II, Compensation. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the OAS Office Services Coordinator.

V. TERM

This Contract is effective upon signature by the County's Director, Office of Procurement, and is for a two- year term. Before the contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional two-year terms.

VI. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor are incorporated by reference and made a part of this Contract as Attachment A. Prior to the execution of the contract by the County, the Contractor 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.

The following minimum insurance requirements supersede those outlined in Provision #21 of the General Conditions:

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Veterinary Services at County’s Animal Services & Adoption Center

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

Commercial General Liability

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

Contractual Liability

Premises and Operations

Independent Contractors & Subcontractors

Products and Completed Operations

Business Automobile Liability

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:

Owned automobiles

Hired automobiles

Non-owned automobiles

Professional Liability (Veterinary Malpractice) Insurance

The Contractor shall maintain, at its own expense, Professional Liability (Veterinary Malpractice) Insurance with minimum limits of **one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate**. Coverage shall apply to errors, omissions, negligence, or malpractice in the rendering of veterinary services, including but not limited to misdiagnosis, surgical error, improper treatment, or failure to provide timely emergency stabilization. Coverage shall extend to all licensed professionals employed or engaged by the Contractor who provide veterinary services to County-owned animals, including companion animals and working/service dogs, while under the Contractor's care.

Workers' Compensation/Employers' Liability

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

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Subcontractor Requirements

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

Additional Insured

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

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Office of Animal Services / Taylor Adams
7315 Muncaster Mill Rd.
Derwood, MD 20855

VII. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

1. For the purposes of this Contract, the Contractor's personnel engaged by the Contractor to perform services under this Contract are the employees, consultants, and workers of the Contractor. The Contractor's personnel are not employees of Montgomery County. The Contractor's personnel 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's personnel may be mistaken for a County employee, the Contractor's personnel 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.
2. The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination, and placement of, qualified individuals who will provide services, including professional services upon the request of the County, as stipulated in this Contract for veterinarian services. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of veterinarian services.
3. 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 in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor to provide services under this Contract.
4. The Contractor must be responsible for all taxes, as well as other obligations or benefits related to its workers, including FICA, federal, and state withholdings, unemployment, and workers compensation for persons who work for the Contractor under this Contract.
5. The Contractor's personnel in the provision of providing the services under this Contract are not entitled to the use of, and must not use, County vehicles.
6. The Contractor's personnel are 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.
7. The Contractor, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.
8. 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, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel performing work under this Contract are the County's property.
9. The County will own all work products produced 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 will have no such rights to work products produced for the County.
10. The Contractor must ensure that all personnel assigned to the County (to provide services under this Contract have provided a signed and witnessed copy of the following documents, as appropriate as determined by their status with the Contractor or subcontractor:
 - Attachment C- Independent Contractor Acknowledgement; and
 - Attachment D - Contractor Employee Acknowledgement.

VIII. PRIORITY OF DOCUMENTS

1. This Contract document and signature page;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. "Minority, Female Disabled (MFD) Person Subcontractor Performance Plan"; (Attachment D)
4. "Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor"; (Attachment E) and
5. "Minority Business program & Offeror's Representation"- this form may be filled out and submitted if applicable to the applicant's organization. (Attachment F)
6. Independent Contractor Acknowledgement {Attachment B) and Contractor Employee Acknowledgement (Attachment C).

[SIGNATURE PAGE FOLLOWS]

OPEN SOLICITATION #1189912

Form Contract # _____

Signature Page – Open Solicitation #1189912

This Contract, which incorporates by reference: the Instructions to Vendors, the completed Application Form, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, Attachment A through F, 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)

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

Agency Name

Signature*

Typed

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Avinash G. Shetty, Director
Office of Procurement

Date

RECOMMENDATION

Caroline Hairfield, Director
Office of Animal Services

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**

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)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees) Bodily Injury by				

Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment
Certificate Holder Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Ste 330 Rockville, Maryland 20850				

*Professional services contracts only

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

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

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

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

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

B. Payment Card Industry Compliance:

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

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

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

27. P-CARD OR SUA PAYMENT METHODS

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

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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

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

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

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

ATTACHMENT B

OPEN SOLICITATION #1189912 VETERINARY SERVICES

INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

I understand that I am an independent contractor of _____, performing the services specified in the Request for Services (RFS) developed pursuant to this Contract for the term specified in the RFS, under a subcontract with _____, and I am not an employee of Montgomery County for any purpose. For example, I am not entitled to any rights of an employee of Montgomery County such as vacation and sick leave, retirement and health benefits, and merit system protections.

I understand that I may not represent myself as an employee of the County in any interaction with the public, other contractors, or County employees. I understand that I may not set policies for the County or independently interpret County policies. I understand that in situations where I may be mistaken for a County employee, I have an obligation to disclose that I am not a County employee, but that I am working for a County contractor.

I understand that failure to perform in accordance with the RFS may result in termination of my assignment to Montgomery County.

I understand that I will not have any federal, State, or local tax, FICA or Medicare withheld from County payments to _____. As an independent contractor of _____, payment of all fringe benefits, social security, and federal; state, or local taxes is my sole responsibility.

Signature

Name (Print)

Date

Witness

**OPEN SOLICITATION #1189912
VETERINARY SERVICES**

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT**

I understand that I am an employee of _____, performing the services specified in the Request for Services (RFS) developed pursuant to this Contract for the term specified in the RFS, and I am not an employee of Montgomery County for any purpose. For example, I am not entitled to any rights of an employee of Montgomery County such as vacation and sick leave, retirement and health benefits, and merit system protections.

I understand that I may not represent myself as an employee of the County in any interaction with the public, other contractors, or County employees. I understand that I may not set policies for the County or independently interpret County policies. I understand that in situations where I may be mistaken for a County employee, I have an obligation to disclose that I am not a County employee, but that I am working for a County contractor.

I understand that failure to perform in accordance with the RFS may result in termination of my assignment to Montgomery County.

Signature

Name (Print)

Date

Witness