

INFORMAL SOLICITATION # 1033858

**Local Small Business Reserve Program (LSBRP) Notice**

REQUEST FOR QUOTATION # 1033858

for  
Litigation Paralegal Services

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a bid/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's/proposal's due date. If your LSBRP self-certification is not registered prior to the bid's/proposal's due date, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
  - all of its business location(s) (if more than one),
  - number of employees by location
  - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

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NOTICE TO OFFERORS  
REQUEST FOR QUOTATION # 1033858  
For Litigation Paralegal Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 3). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "C") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "C"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "C" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "C". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website ([www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR QUOTATION # 1033858  
For Litigation Paralegal Services

**Issue date: August 15, 2013**

**Submission Deadline: 5:00 P.M. Eastern Daylight Savings Time, August 30, 2013**

The Office of the County Attorney for Montgomery County, Maryland is soliciting proposals from qualified Paralegals with significant experience in litigation. Proposals must be returned no later than the date and time listed above. If an offeror is interested in submitting a proposal but cannot make the submission deadline, the offeror must call the Office of the County Attorney to see if an extension may be granted.

The following pages contain the terms, conditions and scope of services for this Informal Solicitation. An Informal Solicitation as defined by the Montgomery County Procurement Law (Chapter 11B of the Montgomery County Code) and the Montgomery County Procurement Regulations is for professional and, under special circumstances, non-professional services valued above \$10,000 and under \$100,000. A contract resulting from an Informal Solicitation is not subject to renewal or amendment for the purpose of increasing its value beyond the maximum limit of an Informal Solicitation established by Regulation (currently \$100,000).

You may submit your proposal to: Patricia P. Via, Division Chief, Office of the County Attorney, 101 Monroe Street, Third Floor, Rockville, Maryland 20850. You may also submit your proposal via facsimile to: (240) 777-6706 or (240) 777-6705 to the attention of Patricia P. Via, Division Chief or via e-mail to [patricia.via@montgomerycountymd.gov](mailto:patricia.via@montgomerycountymd.gov)

Should you have any question regarding the requirements of this solicitation or the solicitation process please contact: Patricia P. Via, Division Chief, Office of the County Attorney, 101 Monroe Street, Third Floor, Rockville, Maryland 20850. You may also submit questions via telephone to (240) 777-6700 or via e-mail to [patricia.via@montgomerycountymd.gov](mailto:patricia.via@montgomerycountymd.gov)

<b>This is a Services Contract:</b>	<input checked="" type="checkbox"/>
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or

<b>This is a Construction Contract:</b>	<input type="checkbox"/>
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or

<b>This is not a Services Contract and is not a Construction Contract (disregard Attachment C):</b>	<input type="checkbox"/>
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David E. Dise, Director  
Department of General Services

**SECTION A – Instructions, Conditions and Notices**

**Intent:** The intent of this Informal Solicitation is to solicit proposals from qualified paralegals experienced in providing litigation support services as per the terms, conditions, and scope of services set forth in this RFQ.

**Proposal Submission:** Proposals must be submitted no later than 5:00 p.m., Eastern Daylight Savings Time on August 30, 2013 to:

Patricia P. Via, Division Chief, Office of the County Attorney, 101 Monroe Street, Third Floor, Rockville, Maryland 20850. Or, via facsimile to (240) 777-6706 or (240) 777-6705 to the attention of Patricia P. Via, Division Chief. Or via email to: [patricia.via@montgomerycountymd.gov](mailto:patricia.via@montgomerycountymd.gov)

Proposals submitted after 5:00 p.m. Eastern Daylight Savings Time on August 30, 2013 will not be considered.

**Verbal Explanations:** Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this Informal Solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the unformed offerors. Such amendments, only when issued by the Contract Administrator, will be considered binding on the County.

**Award or Rejection of Proposals:** The County reserves the right to accept or reject any or all offers, or portions thereof, to waive minor irregularities, and to award the Contract in the best interest of the County. Conditional or qualified offers are subject to rejection. The County reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

**Offeror's Payment Terms:** The County will reject as non-responsive an offer received under this solicitation which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude an offeror from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

**Proposal Preparation Expenses:** All costs incurred in the preparation and submission of proposals will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

**Name and Signature Requirements for Offers and Contracts:** The correct and full legal business name of the entity involved must be use on proposals received and on the contract 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 of Maryland law, which requires a suffix including the corporate status of that business (e.g., Inc., Incorporated, etc.) Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The signature on the bid, contract, amendment or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member or employee. The signing of an offer 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.

**Montgomery County Procurement Regulations:** The Montgomery County Procurement Regulations are applicable to this RFQ and any contract awarded pursuant to this RFQ.

**Contract Administrator:** The Contract Administrator for the contract resulting from this solicitation will be:

Patricia P. Via, Division Chief, Office of the County Attorney, 101 Monroe Street, Third Floor, Rockville, Maryland 20850.

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The Contract Administrator has the duties and responsibilities outlined in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor (Section B of this RFQ).

**Acknowledgment:** The offeror must include the signed acknowledgment (page 6) indicating agreement with all the terms and conditions of this solicitation.

**Determination of Responsibility:** The offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. Past debarment by the County or other entity.

**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 contained within this solicitation (see the attachment entitled "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"). See Attachments A and B of this solicitation.

Montgomery County, Maryland  
Acknowledgment Page

**ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name:			
Printed Name and Title of Person Authorized to Sign Proposal:			
Signature:		Date:	

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:  
All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer 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.

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

The offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

REFERENCES  
(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**SECTION B – General Conditions of Contract Between County and Contractor**

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

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

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

**2. AMERICANS WITH DISABILITIES ACT**

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

**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. 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 prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

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 Maryland 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. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, 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, Department of General Services. 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.

5. CHANGES

The Director, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services;
- (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, Department of General Services, 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,

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Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, 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, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, 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, Department of General Services, 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 Title 14 of the Election Law, Annotated Code of Maryland.

### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the

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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 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. 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, Department of General Services, 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. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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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 minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* 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  
 Rockville Center  
 255 Rockville Pike, Suite 180  
 Rockville, Maryland 20850-4166

\*Professional services contracts only

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

INFORMAL SOLICITATION # 1033858

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>Over 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  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

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

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

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

**23. 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.

**24. 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.

**25. PAYMENTS**

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. 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.

**26. 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

INFORMAL SOLICITATION # 1033858

the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, 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, Department of General Services, 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.

28. 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.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence 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.

31. 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.

PMMD-45. REVISED 04/01/10

## **SECTION C – Scope of Services & Specifications**

### **I. Background; Intent.**

Montgomery County, Maryland (the “County”) seeks to establish a contract with a highly-qualified litigation paralegal (“Contractor”) to assist the Office of the County Attorney’s Division of Insurance Defense Litigation on an as-needed basis with matters pending before the state and federal courts of Maryland and the District of Columbia.

The Division of Insurance Defense Litigation provides legal defense for cases involving Montgomery County and fourteen (14) local government Self-Insurance Fund participants (including such entities as the Montgomery County Board of Education, Montgomery College and the Housing Opportunities Commission) and all of their employees. The attorneys appear regularly before state and federal courts in Maryland and the District of Columbia for trials and oral arguments and before the Workers' Compensation Commission. These cases involve litigation in the following areas:

- Common law torts;
- Police civil rights claims;
- Other federal and state civil rights – constitutional torts;
- Americans with Disabilities Act;
- Individuals with Disabilities Education Act;
- Workers' Compensation;
- Employment discrimination; and
- Code Enforcement
- Other similar type claims.

The successful offeror must have a minimum of seven (7) years experience working in a fast-paced litigation environment handling the types of matters noted above, documented experience in performing legal research using on-line media and research tools (the Office of the County Attorney currently uses Lexis-Nexis®), strong written and verbal communication skills, including experience in drafting memoranda of law and briefs to be submitted before state and federal courts, including appellate courts, and have the ability to juggle multiple deadlines and complex work assignments. The successful offeror should have at a minimum either: a Bachelor’s degree (in any field) and a Paralegal Certificate from an American Bar Association (ABA) accredited program; or, a Bachelor’s degree in Paralegal studies. A combination of education and experience may be substituted at the discretion of the County.

## **II. Work Statement.**

### **A. For All Applicants:**

The Contractor selected under this Request for Quotation must perform the following services on an as-needed basis as assigned and supervised by a licensed attorney:

1. Conduct legal and factual research on assigned subjects/topics using both traditional and on-line media (the Office of the County Attorney currently uses Lexis-Nexis®).
2. Draft and prepare legal pleadings, memoranda of law, and briefs to be filed in state and federal courts, including appellate courts.
3. General case preparation including organization of documents, files, and discovery responses.
4. Identify and interview witnesses, attend and assist at depositions, and prepare deposition digests.
5. Assist with trial preparation including preparing exhibits, pre-trial motions, and coordination of witness testimony.
6. Administrative duties to support litigation attorneys including assistance with clerical duties.

Work will be assigned on an as-needed basis. The County makes no guarantee that the Contractor will receive any minimum number of, or any, assignments under the contract resulting from this solicitation.

The Contractor, as a paralegal, must not represent himself/herself as an attorney and must clearly identify himself/herself as a paralegal when meeting with attorneys, clients, other contractors, and County employees. As required by the rules of professional conduct, the Contractor's work is required to be performed under the supervision of a licensed attorney and the Contractor must not engage in the unauthorized practice of law.

The Contractor selected will be an independent contractor and will not be entitled to any benefits available to Montgomery County employees including, but not limited to: credit union membership; 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.

The Contractor must not represent himself/herself as an employee of the County in his/her 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 he/she is working under a County contract and that he/she is not a County employee. The Contractor must not set policies for the County or independently interpret County policies.

The Contractor is not entitled to the use of and must not use any County vehicles.

### **B. For Law Firm Applicants:**

If the Contractor is a law firm, only the paralegal identified in the Contractor's proposal in response to this RFQ will be allowed to provide services under the Contract resulting from this RFQ.

The managing partner of a responding law firm must certify that he/she does not know of any facts concerning the proposed work under this RFQ or contract that will result from this RFQ that would constitute a conflict of interest under the Maryland Lawyers' Rules of Professional Conduct. The County's conflict of interest policy is more restrictive than the Rules of Professional Conduct governing attorney conduct and the County Attorney, in his sole discretion, has final authority to determine whether a conflict exists.

It is important that the Contractor be independent and impartial in order to properly provide services to the County. Unless the County expressly consents, the Contractor must not act as counsel in any lawsuit or other adversary proceeding in which the County is named as an adverse party or in which the Contractor takes an adverse position to the County. The Contractor, however, may represent a client who:

1. Is seeking County approval concerning the issuance of a permit, license, special exception, variance, or zoning change so long as the County is not a party opponent.
2. Is a party before a County quasi-judicial officer or body as long as the County is not a party opponent in the proceedings before that body. The quasi-judicial bodies are the Board of Appeals, Hearing Examiner, District Council, Historic Preservation Commission, Sign Review Board, Landlord-Tenant Commission, and Human Relations Commission.

### **III. Contract Term**

The term of the contract resulting from this RFQ will begin upon the date of signature by the Director, Department of General Services and will continue for one (1) year. Before this term for performance ends, the Director may, but is not required to, renew the contract for additional terms. The Contractor's satisfactory performance does not guarantee a renewal of the contract. The Director may exercise this option to renew for two (2) additional one (1) year terms. However, compensation under this Contract for the entire contract term (initial term, plus any renewal options exercised by the County) must not exceed \$99,999.99.

### **IV. Compensation.**

#### 1. Professional Services:

For work authorized by the County and satisfactorily performed by the Contractor as determined and accepted by the County, the County will pay the Contractor at the rate of \$\_\_\_\_\_ per hour for the work performed by the Contractor. The Contractor must bill the County at no less than ¼ of an hour intervals.

#### 2. Cost Reimbursement: No costs incurred by the Contractor will be reimbursed by the County without the prior written approval of the Contract Administrator for the contract resulting from this RFQ. If the Contractor is authorized to undertake local or non-local travel, the Contractor will be reimbursed only to the extent the County reimburses its employees as outlined in Administrative Procedure 1-2, Non-Local Travel Guidelines (Attachment F) and Related Reimbursements and Administrative Procedure 1-5, Local Travel Guidelines (Attachment G).

#### 3. Price Adjustments

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.

- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

**V. Method of Award.**

1. Procedure:

- a. All written proposals will be evaluated and ranked by the Office of the County Attorney using the evaluation criteria as stated in subsection 2.a of this section.
- b. Interviews will be conducted with the three (3) highest scoring offerors. The interview criterion will be as outlined under subsection 2.b below.

2. Evaluation Criteria:

- a. Written proposals will be evaluated using the following criteria:
 

(1) Experience of Contractor	50 pts.
(2) Hourly Rate Proposed	25 pts.
(3) Clarity and completeness of mandatory submissions set forth in Section VI below	25 pts.
Highest possible score for written proposal evaluation	100 pts.
- b. Interviews will be evaluated on situational questions and responses. The Prospective Contractor will be judged on clarity of communication and the knowledge of legal issues and related subject matters (see Item I, Background; Intent for practice areas). In the event a law firm or employment firm is responding to this RFP, the interviewee must be the paralegal of the firm who will be the person responsible for performing work assignments
 

Highest possible score for interview evaluation	50 pts.
---	---------

**VI. Mandatory Submissions.**

1. Written proposal detailing work experience and education including at least three (3) writing samples and three (3) professional references.
2. Completed Acknowledgement Page (page 6) of this solicitation.
3. Resume detailing education and work experience in sufficient detail to evaluate the offeror's ability to provide the services described in this RFQ. If a law firm is applying under this RFQ, the resume submitted must be that of the paralegal who will perform services under the Contract resulting from this solicitation.
4. Written price proposal specifying the offeror's fully-burdened hourly rate.
5. Completed Minority, Female, Disabled Person Subcontractor Performance Plan.
6. Completed Minority Business Program and Offeror's Representation.
7. Completed Wage Requirements Certification.
8. If the Contractor is a law firm, a certification from the Managing Partner stating that he/she does not know

of any facts concerning the services to be provided under a contract resulting from this RFQ that would constitute a conflict of interest under the Maryland Lawyers' Rules of Professional Conduct.

**VII. General Conditions.**

The General Conditions of Contract Between County and Contractor ("General Conditions") are specified in Section B of this RFQ. These General Conditions will be applicable to any contract resulting from this RFQ. The insurance types and amounts are set forth in Attachment D to this RFQ, Mandatory Insurance Requirements and supersede those set forth in Paragraph 21, Insurance of the General Conditions.

**VIII. Computer Resources Security.**

The Contractor may be afforded remote access privileges to County Information Resources, or otherwise work on, or interface with, County Information Resources, and must ensure that the County's Information Resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7) (Attachment I). The Contractor must adhere to any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7).

The County's Information Resources Security Procedure (AP 6-7) references the County Computer Security Guideline and the County's Administrative Procedure 6-1. The Contractor must adhere to the requirements set forth in Administrative Procedure 6-1 (Attachment H).

**IX. Confidentiality Agreement**

The Contractor will be required to sign a Confidentiality Agreement with the County. A sample Confidentiality Agreement is set forth in Attachment E to this RFQ.

**X. Contract Formation.**

The successful offeror will be expected to enter into a contract with the County for the provision of goods and services as described in this RFQ. The contract will incorporate the General Conditions of Contract Between County and Contractor, the Mandatory Insurance Requirements, the Administrative Procedures referred to in this RFQ, and the required Confidentiality Agreement by reference.

## ATTACHMENT A

### Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director of the Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Department of General Services must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND  
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR

**PERFORMANCE PLAN**

Contractor's  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_  
Subcontractor  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT  
PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

---

---

2. Certified by:

Subcontractor

Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT  
PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

---

---

3. Certified by:

Subcontractor

Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax  
Number:

Email:

CONTACT  
PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

---

This subcontractor will provide the following goods and/or services:

\_\_\_\_\_  
\_\_\_\_\_

4. Certified By:

Subcontractor

Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax  
Number:

Email:

CONTACT  
PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

\_\_\_\_\_  
\_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date:

Date:

\_\_\_\_\_  
MFD Program Officer

\_\_\_\_\_  
MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

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

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

Director  
Department of General Services

Director  
Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S  
NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S  
NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Director, Department of General Services

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

## ATTACHMENT B

### Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

---

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.

## ATTACHMENT C

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

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A (g): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

## Wage Requirements Certification

(Montgomery County Code, Section 11B-33A)

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

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

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

YOU MUST MARK   ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

B. Exemption Status (if applicable)

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

1. reserved [intentionally left blank].
2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A(b) (2).
3. a contract with a public entity. Section 11B-33A(b) (3).
4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A(b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

- C. Nonprofit Wage & Health Information  
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A(b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
  
- D. Nonprofit's Comparison Price(s) (if desired)  
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
  
- E. Wage Requirements Reduction (if applicable)  
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is:  
\$\_\_\_\_\_. See Section 11B-33A(d).

### Contractor Certification

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

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	



## **ATTACHMENT D**

### **Mandatory Insurance Requirements**

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### Commercial General Liability

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

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

#### Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least **one million dollars (\$1,000,000)** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

#### Workers' Compensation/Employer's 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***

#### Additional Insured

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

#### 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 County Attorney / Donna Potisk  
101 Monroe Street, 3<sup>rd</sup> floor  
Rockville, Maryland 20850

**ATTACHMENT E**

**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Montgomery County, Maryland, (the "County") and \_\_\_\_\_, (the "Contractor").

WITNESSETH

WHEREAS, the County and the Contractor have entered into a Contract for paralegal services to be provided by the Contractor on an as-needed basis dated \_\_\_\_\_ (the "Contract"). This Confidentiality Agreement will be attached and incorporated by reference into that Contract; and

WHEREAS, under the terms and conditions of the Contract with the County, the Contractor has agreed to provide paralegal services to the County that will require the Contractor to have access to confidential and sensitive information related to pending lawsuits involving the County's Departments and Agencies ("Confidential Information"); and

WHEREAS, the Contractor has a legitimate business need for access to the County's Confidential Information in order to provide services to the County under the Contract and it is imperative that the Contractor maintain the integrity and confidentiality of the Confidential Information received from the County; and

WHEREAS, in order to properly safeguard the confidentiality of the Confidential Information the Contractor must enter into and agree to abide by this Confidentiality Agreement.

NOW THEREFORE, for and in consideration of the terms, conditions, stipulations and agreements contained herein, and for such other and further consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor has entered into this Confidentiality Agreement because of Contractor's legitimate business need to have access to Confidential Information in order to provide services to the County under the Contract. Without entering into this Agreement, Contractor acknowledges that it would not otherwise have legal authority to access the Confidential Information. Contractor further agrees not to disclose any Confidential Information to which Contractor has access to as a result of duties for, or on behalf of the County, except as a result of or in the course of the performance of the Contractor's authorized duties and responsibilities under the Contract. .
2. Security of Confidential Information is essential to the integrity and operation of the County. Contractor must not permit unauthorized access to the Confidential Information.
3. Contractor may access and use the Confidential Information only to the extent to which Contractor has a legitimate business need to know, in the performance of Contractor's authorized duties and responsibilities under the Contract. Contractor must not aid or permit any unauthorized person to have access to Confidential Information.

4. Contractor's authorization for the use of and access to the Confidential Information shall cease upon the termination of Contractor's legitimate business need to have access to the Confidential Information, or upon termination of the Contract, whichever first occurs. However, this Confidentiality Agreement shall remain in effect for as long as the subject information continues to be Confidential Information.

5. User must not disclose, copy, sell, loan, publish, or in any way divulge Confidential Information or any generalized likeness or analogy of Confidential Information to any unauthorized person, and must not modify, destroy, or otherwise take any action that will alter Confidential Information, unless expressly authorized to do so, and in accordance with a legitimate security privilege to do so, in writing, by the County.

6. All Confidential Information and any information pertaining thereto, is the exclusive property of the County. Contractor must not copy or otherwise reproduce any Confidential Information, except for a legitimate, expressly authorized, business/governmental purpose that will benefit Montgomery County. All copies or reproductions of Confidential Information are the exclusive property of the County, and must be returned immediately to the County upon request or upon termination of the Contract.

7. The provisions of this Confidentiality Agreement apply to the Contractor and its employees, representatives, agents, and subcontractors, and further apply to all data accessed by the Contractor, its employees, representatives, agents, and subcontractors in connection with the performance of the scope of work under the Contract.

8. Confidential Information must be used solely for the purpose of performing the scope of work under the Contract. Confidential Information may not be used for any purpose other than in furtherance of performing the scope of work under the Contract.

9. Confidential Information may be disclosed only to a Qualified Person. A "Qualified Person" is limited to any individual, including the Contractor's employees, representatives, agents and subcontractors, who participate in the performance of the scope of work under the Contract, when acting under the direction of the Contractor. No Confidential Information may be provided or disclosed to any subcontractor unless the subcontractor has executed a "Confidentiality Agreement." Any and all executed Confidentiality Agreements shall be transmitted to the County and retained by Montgomery County.

10. In the event any Confidential Information is disclosed by Contractor, or by any of Contractor's employees, representatives, agents, and/or subcontractors, including a Qualified Person, to any person other than a Qualified Person who has executed the Confidentiality Agreement, the Contractor shall be liable to the County for all damages arising therefrom including but not limited to reasonable attorney fees. The Contractor shall further indemnify and hold harmless the County from any claim asserted by a third party arising from the disclosure of Confidential Information not in accordance with this Confidentiality Agreement by Contractor, or by any of Contractor's employees, representatives, agents, and/or subcontractors, including a Qualified Person.

11. This Confidentiality Agreement shall be binding upon the Contractor and its employees and agents as long as any part of the Confidential Information disclosed or delivered by the County to the Contractor remains confidential.

12. If any term, provision, condition or covenant of this Confidentiality Agreement is held to be invalid, void or unenforceable, the rest of the Confidentiality Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. This Confidentiality Agreement represents the entire agreement between the Parties hereto and a final expression of their agreements with respect to disclosure of the Confidential Information and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

14. No amendment to this Confidentiality Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both Parties.

15. No term or provision hereto shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

16. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

17. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Maryland applicable to contracts.

18. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided herein above.

19. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

CONTRACTOR

MONTGOMERY COUNTY,  
MARYLAND

\_\_\_\_\_  
Accepted By (Signature)

\_\_\_\_\_  
Accepted By (Signature)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT F**  
**ADMINISTRATIVE PROCEDURE 1-2**



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 1-2

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10/3/11

CAO APPROVAL

TITLE

Non-Local Travel Guidelines

## PURPOSE

- 1.0 To establish policies and procedures for County employees to obtain reimbursement for allowable expenses non-local travel while on authorized County government business.

## DEFINITIONS

- 2.0 Official County Non-Local Travel - Travel of more than 12 hours:
  - A. To attend meetings or conferences of professional or similar associations or schools or training sessions which will directly benefit the County, and
  - B. Travel necessary for an employee to carry out official County business.
- 2.1 Non-Local Area - Any area outside of a 75 mile radius of the County Executive Office Building in Rockville, Maryland.

Note: Baltimore and Annapolis are considered in the local area.

- 2.2 Meal and Incidental Expenses (M&IE) – Meal expenses include breakfast, lunch, dinner, snacks, and related tips and taxes. Specifically excluded are alcoholic beverage and entertainment expenses. The incidental portion of M&IE includes, consistent with U.S. General Services Administration (GSA) definitions, fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants in foreign countries. Incidentals also include, where meals can be obtained at the lodging or business site, transportation between places of lodging or business and places where meals are taken.

Note: Lodging reimbursements do not follow GSA website rates (See Paragraph 4.13).

- 2.3 M&IE Reimbursement Rate – Employees on non-local travel are entitled to a per diem rate to cover the costs of meals and incidentals based on GSA M&IE rates. Separate rates are established for specific locations in the continental United States (CONUS). On the day of travel departure and return (i.e., first and last day), an employee is entitled to a percentage of the standard M&IE rate based on the GSA rates. Note that the GSA rates may include separate information on Maximum Lodging per diem. County employees are only eligible for M&IE per diem; maximum lodging per diem does not apply. M&IE reimbursement is to be supported by conference or meeting agenda or other similar documentation which shows date of the business meeting/conference and whether any meals were provided as part of the event.
- 2.4 Non-PO (Purchase Order) invoice - An invoice that is not attached to a purchase order in the Oracle Financial system.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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Non-Local Travel Guidelines

CAO APPROVAL

*[Signature]*

## POLICY

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

### 3.1 Authorized Travel

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

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

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

### 3.4 Supporting Documentation

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

### 3.5 Professional Improvement Leave

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

### 3.6 Advanced Funds

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



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Non-Local Travel Guidelines

### 3.7 Expense Voucher

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

### 3.8 Discounts or Incentives

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

## GENERAL

### 4.0 Mileage Reimbursement Rate

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

### 4.1 Change in Previously Approved Travel

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

### 4.2 Conferences and Conventions

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



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Non-Local Travel Guidelines

#### 4.3 Meal and Incidental Expenses Reimbursement Rate

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

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

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

#### 4.6 Tips and Gratuities

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

#### 4.7 Sundry Expenses

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

#### 4.8 Documentation

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

#### 4.9 Non-Allowed Travel Expenses

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



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*[Signature]*

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Non-Local Travel Guidelines

4.10 Travelers Checks

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

4.11 Airfare Cancellation Insurance

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

4.12 Reimbursable Items of Expense

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

4.13 Lodging

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

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

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

4.15 Mode of Travel

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

4.16 Railroad and bus facilities may be used when practical.

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



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

## RESPONSIBILITIES

- 5.0 Employee
  - A. If an advance was issued and it exceeded actual costs including per diem, excess funds must be deposited with the cashier, Division of Treasury, Department of Finance.
  - B. Complete a Travel Expense Voucher Form (Form 1003) and submit the form to the department head for approval.
  - C. Collect and submit documentation as required herein.
- 5.1 Department
  - A. Ensure that travel expenditures are in conformance with appropriated funds for the current fiscal year.
  - B. Complete a Travel Expense Voucher and submit the voucher to the department head for approval.



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Non-Local Travel Guidelines

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

5.2 Director, Department of Finance

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

5.3 Payroll Section, Department of Finance

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

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

5.4 Accounts Payable Section, Department of Finance

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

**PROCEDURES**

6.0 County Employee Prepare the Travel Authorization Request (Form 1002) if a travel advance is being requested. Submit the form to the department head for approval at least 10 working days in advance of departure date.

6.1 Department Head Upon approval, sign the Travel Authorization Request Form. Forward the completed form to the Accounts Payable Section of the Division of the Controller, Department of Finance.



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6.2 Accounts Payable Section

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

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

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

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

6.3 County Employee

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

6.4 Department Head

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

6.5 Accounts Payable Section

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

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

6.6 Department Head

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

6.7 Accounts Payable Section

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



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## DEPARTMENTS AFFECTED

7.0 All County Departments

## REFERENCED APs

Administrative Procedure 1-5, Local Travel Guidelines

## FORMS USED

Form 1002 - Travel Authorization Request Form  
Form 1003 - Travel Expense Voucher

**ATTACHMENT G**  
Administrative Procedure 1-5



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TITLE  
Local Travel Guidelines

## PURPOSE

- 1.0 To establish the policy for reimbursement of official business expenses incurred while carrying out official duties for the County in the local area.

## DEFINITIONS

- 2.0 Local Area — Area within a 75-mile radius of the County Office Building in Rockville, Maryland. This area includes Baltimore and Annapolis.

## POLICY

- 3.0 It is the policy of the County government to reimburse necessary and reasonable expenses incurred by employees when carrying out official business for the County.
- 3.1 Local travel, as part of the employee's daily routine, is considered official business for insurance purposes, but does not require the completion of any forms except where reimbursement is requested.
- 3.2 The County's mileage reimbursement rate is based upon the Federal Government's mileage reimbursement rate for employees using their privately owned vehicles on authorized government business in the Washington Metropolitan Area. The County's mileage reimbursement rate is indexed to the rate which is in effect on the Federal Government's General Services Administration's website for privately owned vehicle mileage reimbursement rates located at the web address currently displayed at [www.gsa.gov/mileage](http://www.gsa.gov/mileage). Mileage will not be allowed for travel between an employee's residence and official workstation on an employee's normal workday.
- 3.3 In extenuating circumstances, and with the approval from the department head or designee, an employee may be reimbursed for the cost of an evening meal. If the cost of lodging is approved under Paragraph 4.14, the employee may be reimbursed for the cost of a morning meal whenever the employee is on official business and is not able to go home for the meal.

## GENERAL

### County and Private Vehicles

- 4.0 It is the County's policy to use, to the maximum extent practical, County-owned vehicles in the performance of official local travel.
- 4.1 Reimbursement for privately-owned vehicle mileage is authorized by the department head or designee only when it is determined to be advantageous to the County or when County vehicles are not available.
- 4.2 Employees who use their privately-owned cars during travel are reimbursed for mileage when authorized to participate in County business or official meetings during other than normal working hours at locations which are not their normal work stations, or during normal working hours in accordance with Paragraph 4.1 of this procedure.



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- 4.3 A mileage allowance and other expenses such as parking fees, parking lot attendance gratuity, etc. must be paid to the employee who uses a private automobile on official business without regard to the number of passengers in the automobile. Authorizing officials must exercise careful supervision and endeavor to consolidate personnel in as few automobiles as possible.
- 4.4 Users of private vehicles will be reimbursed at the mileage rate and effective date shown on the Federal Government's General Services Administration's website for privately owned vehicle mileage reimbursement rates located at the web site currently displayed at [www.gsa.gov/mileage](http://www.gsa.gov/mileage).
- 4.5 Users of County vehicles are reimbursed for out-of-pocket expenses (gas, oil, repairs, and other vehicle expenses) only if it is impractical to be serviced at a County garage facility. Receipts and invoices are required.
- 4.6 Expenses not covered in this administrative procedure are to be listed, supported by receipts and submitted for reimbursement via direct voucher.
- Public Transportation
- 4.7 Public transportation facilities such as bus (regular, shuttle, or minibus), subway, elevated rail, and surface cars are to be used for transportation where feasible. Costs for public transportation are reimbursable.
- 4.8 Reimbursement for taxicab fares is authorized only when such use is advantageous to the County and when other suitable public or County-owned service is not readily available.
- Meal Reimbursement
- 4.9 When an employee is traveling in the local area, the cost of meals is not normally reimbursable except as outlined in this administrative procedure.
- 4.10 When an employee is authorized to attend a meeting, seminar, or convention where meals have been provided as part of the affair, but the cost has not been included, the cost of the meal will be reimbursable, subject to approval of the department head or designee.
- 4.11 Meals included as part of a conference fee, or otherwise provided at no cost to the employee, are not reimbursable. Other meals during local travel are reimbursable only with specific approval by the department head or designee.
- 4.12 An employee's meal, while attending meetings or otherwise conducting County business, is not reimbursable unless the meal is: (1) specifically required or called for by the occasion or nature of the meeting or County business, (2) taken with individuals who are not part of the County Government, and (3) specifically approved by the department head or designee. When in the course of conducting County business it is clearly appropriate and justifiable that a meal be provided for official guests or visitors to the County, reimbursement of the employee's meal may be authorized by the department head or designee.



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4.13 In extenuating circumstances, and with approval from the department head or designee, an employee may be reimbursed for the cost of an evening meal whenever the employee is not able to go home for dinner because of the lack of time between his/her regular working hours and an evening meeting.

Lodging

4.14 The cost of lodging expenses is not reimbursable within the local area except for extenuating circumstances, which requires the approval of the department head or designee.

Other Expenses

4.15 The employee authorized to attend for local seminars, workshops and association meetings etc., the associated registration fees for the seminars, workshops, association meetings, etc. are reimbursable by submitting a written request, with an attached copy of registration and paid receipt, for reimbursement via direct voucher.

4.16 For travel expenses outside of the local area, refer to Administrative Procedure 1-2, Non-Local Travel Guidelines.

4.17 The Travel Authorization Request must be signed by the department head or designee. Any designee must have a specimen signature on file with the Accounts Payable office.

**RESPONSIBILITIES**

5.0 Department Head  
Approve reasonable expenses incurred under the conditions as outlined in this Administrative Procedure.

5.1 Office of Management and Budget  
Notify County Government Department Directors and Administrative Service Coordinators when the mileage reimbursement rate has changed.

**DEPARTMENTS AFFECTED**

6.0 All County Departments.

**ATTACHMENT H**  
Administrative Procedure 6-1



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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TITLE  
Use of County-Provided Internet, Intranet, and E-mail Services

CAO APPROVAL  
*[Signature]*

## PURPOSE

- 1.0 To establish an administrative procedure governing the use of County-provided Internet, intranet, and electronic mail services by County employees. The County maintains intranet and Internet access for its employees for the purpose of improving productivity, professional development, and the level of service to the people of our community.

## DEFINITIONS

- 2.0 Department of Technology Services (DTS) - A department in the executive branch that is responsible for automated information systems and telecommunications technology.
- 2.1 CIO - Chief Information Officer and DTS Department Head
- 2.2 Personal Use – Activity that is conducted for purposes other than accomplishing official or otherwise authorized activity.

## POLICY

- 3.0 Internet, intranet, and electronic mail (email) services are provided to County employees and persons legitimately affiliated with the business of the County government for the efficient exchange of information and the completion of assigned responsibilities that are consistent with the County's purposes.
- 3.1 Employees must use County-provided Internet, intranet, and email services responsibly and professionally, and must not use Internet, intranet, or email services in a manner that violates any applicable federal, State, or Montgomery County law, regulation, or policy, including those contained in the County's Administrative Procedures.
- 3.2 A County employee may use County-provided Internet, intranet, or email services for personal purposes on only a limited, reasonable basis, and in accordance with this administrative procedure. However, employees must act reasonably to minimize personal use of County-provided Internet, intranet, and email services. Personal use of County Internet, intranet or email services by employees should mainly be during personal time (before and after work or during lunch time). Such use must be kept to a minimum, must not increase or create additional expense to the County and must not disrupt the conduct of service or performance of official duties.
- 3.3 An employee's use of County-provided Internet, intranet, or email services indicates consent to this administrative procedure, and to the County's access and monitoring, for legitimate business purposes (including a non-investigatory work-related search or investigatory search of suspected work-related misfeasance), of his/her electronically stored email messages and computer files, and any other data related to the employee's use of the County's Internet, intranet, and email services.



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3.4 Any employee who is in violation of this administrative procedure may be subject to disciplinary action, including dismissal, and other legal remedies available to the County, in accordance with applicable federal, State, or Montgomery County laws and regulations, including Personnel laws and Regulations, and Ethics Laws, currently codified at Chapter 33, Appendix F, and Chapter 19A of the County Code, respectively, and applicable collective bargaining agreements, as amended.

## GENERAL

### CONNECTING TO INTERNET, INTRANET, AND EMAIL SERVICES

- 4.0 County employees may connect to County-provided Internet, intranet, or email services only through:
- A. Personal Computers (PCs) such as desktops and laptops connected to the County's computer network via the County's secure enterprise Internet service connection; or
  - B. Stand-alone (non network-connected or temporarily disconnected) PCs via a private Internet Service Provider (ISP), such as America On-Line (AOL), or via a DTS-sanctioned remote access method.
- 4.1 Any PC that connects to County-provided Internet, intranet, or email services must have up-to-date antivirus software and current updates for Windows operating system software installed on it and must be configured to actively protect against virus infections and periodically scan the PC to check for viruses.
- 4.2 Costs incurred by the County for ISP connections to stand-alone PCs are the responsibility of the using department. Employees must obtain department approval prior to obtaining a County-provided ISP connection.

### PROHIBITED USER CONDUCT

- 4.3 Employees must use County-provided Internet, intranet, and email services in accordance with this administrative procedure and all applicable laws, regulations, and policies. Prohibited conduct, including personal use, includes:
- A. Accessing, sending, forwarding, storing, or saving on County PCs or servers any material that is offensive, demeaning or disruptive, including messages that are inconsistent with the County's policies concerning "Equal Employment Opportunity" and "Sexual Harassment and Other Unlawful Harassment," for any reason other than for purposes of eliminating this type of material from County systems. The act of inadvertently opening an email that contains this type of material does not, itself, constitute a violation of this policy.



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- B. Personal use beyond that permitted by this policy.
- C. Any use prohibited by federal, State, or County law.
- D. Employees may not modify computer equipment for personal purposes. This would include loading of personal software, non-County supplied software; "shareware" and/or "freeware"; animated (executable) screen savers or peer-to-peer software packages. Examples of inappropriate personal configuration include adding unauthorized wireless network cards, use of external storage devices that contain applications, and communications or video components not supplied or tested by the County.
- E. Using the County's Internet, intranet, or email services to gain unauthorized access to County or other system resources.
- F. Using the County's Internet, intranet, or email services for gambling or other illegal or County-prohibited activities.
- G. Using the County's Internet, intranet, or email services for private gain or profit.
- H. Infringing upon computer software and data protected by copyright intellectual property rights and/or license laws.
- I. Using the County Internet, intranet, or email services or applications to publish and/or represent (expressly or implicitly) personal or unofficial opinions as those of the County.
- J. Any personal use that could cause congestion, delay or disruption of service to any County system or equipment. This may include, but not limited to:
  - 1. "Chain" or unnecessary "Reply All" emails; and
  - 2. Downloads of video, sound or other large, non-work related files.
- K. Sending broadcast messages to all, or the majority of, County e-mail users without obtaining prior approval from the Chief Administrative Officer (CAO), in accordance with County information technology policies and procedures.

## COUNTY OWNERSHIP, MONITORING, CONTROL, AND DISCLOSURE

- 4.4 All County-provided electronic systems, hardware, software, temporary or permanent files and any related systems or devices used in the transmission, receipt or storage of Internet, intranet, or email communications are the property of, or licensed to, the County.



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- 4.5 Any information transmitted or received by employees using the County's Internet, intranet, and email services, or stored on the County's computer resources, is the property of the County and, therefore, is not considered private. This includes email from an employee's personal account, such as Hotmail or AOL, if that email is stored on the County's computer resources.
- 4.6 Internet, intranet, and email electronic files and messages may be retrieved from storage by the County and its agents without prior notice to an employee, even if the electronic files and messages have been deleted by the sender or receiver. These messages and files may also be used by the County in disciplinary or other proceedings.
- 4.7 Employees must take appropriate measures to prevent unauthorized access to confidential information when using the County's Internet, intranet, and email services, in accordance with applicable federal, State, or Montgomery County laws, regulations, or policies regarding confidential information.
- 4.8 The County may monitor an employee's use of County-provided Internet, intranet, and email services, and may access an employee's email messages and computer files in its sole discretion, when there is a legitimate business purpose (including a non-investigatory work-related search or investigatory search of suspected work-related misfeasance). This includes access to email messages from an employee's personal email account, such as Hotmail or AOL, if the personal email is stored on the County's computer resources.
- 4.9 Upon the approval of the email user's department head and the CIO, system administrators in DTS or the email user's department may access an employee's email messages and computer files related to the employee's use of the County's Internet, intranet, and email services. The existence of privately held passwords and "message delete" functions do not restrict or eliminate the County's ability or right to access this information.
- 4.10 The County may monitor or control the flow of Internet/intranet and email traffic over the County's network for security or network management reasons, or for other legitimate business purposes.
- 4.11 The County may be compelled to access and disclose to third parties messages sent over its Internet, intranet, or email systems, in accordance with the Maryland Public Information Act (MPIA), Maryland Code Ann., State Gov't §§ 10-611 to 10-628 (1998 Repl. Vol.). The MPIA applies to an electronically stored email message or a hard copy of the message in the custody and control of a public officer or employee, if the message is related to the conduct of public business. 81 Op. Att'y Gen. Op No. 96-016, 1996 WL 305985 (1996).



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Use of County-Provided Internet, Intranet, and E-mail Services

## RESPONSIBILITIES

### 5.0 Department of Technology Services

- A. Provide a 24-hour, 7 day-a-week secure, high-speed enterprise connection to Internet, intranet, and email services.
- B. Notify users of County-provided Internet, intranet, and email services when those services will be unavailable for system or network maintenance.
- C. Provide operating system and anti-virus software for all County-owned PCs, and manage software configurations, including operating system and anti-virus, for all County-owned PCs connected to the County's network.
- D. Accept help desk calls when a County employee or department notes a problem with County-provided Internet, intranet, or email services, and distribute information, updates, and/or resolutions, as appropriate.
- E. Maintain the current version of this administrative procedure, in accordance with Administrative Procedure 6-6, Information Technology Policies and Procedures Manual.
- F. Provide CIO approval or denial of a department head's request to monitor an employee's use of County-provided Internet, intranet, and email services, or to access an employee's email messages and computer files.
- G. Provide information to a department head regarding an employee's use of County-provided Internet, intranet, and email services, when directed by the CIO to do so.

### 5.1 Department

- A. Ensure that employees are informed of, and comply with, this administrative procedure.
- B. Responsible to ensure the appropriate use of department resources, including IT and official employee time.
- C. Ensure that this administrative procedure is incorporated by reference into all contracts in which the County is to provide contactors or volunteers with the use of its Internet, intranet, or email services to conduct the County's business, and that all contractors and volunteers are bound to comply with this administrative procedure.



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- D. Pay the cost of ISP services or remote access connections that it approves for non-networked PCs.
- E. Manage the configuration of anti-virus software for non-networked, County-owned PCs, and obtain from DTS any necessary anti-virus software.
- F. Through DTS or departmental IT staff, ensure that the operating system on PCs have software updates in accordance with County information technology policies and procedures.
- G. A Department head must seek approval from the CIO prior to monitoring or accessing an employee's electronically-stored email messages or computer files, or any other electronically-stored information available related to the employee's use of the County's Internet, intranet, and email services.

## 5.2 County Employees

- A. Keep apprised of the latest version of this administrative procedure.
- B. Ensure use of County-provided Internet, intranet, and email services is in accordance with this administrative procedure.
- C. Must not access another user's email account without authorization from the department director or the employee to whom the email account is assigned.
- D. Obtain department approval prior to acquiring a County-provided ISP connection for a non-networked PC.
- E. In accordance with County information technology policies and procedures, obtain approval from the CAO before sending a broadcast email to all, or the majority of, County email users.

### PROCEDURE

6.0 Employee Abide by this administrative procedure as it relates to the use of Internet, intranet, and email services.

6.1 Department Ensure that all employees are informed of and abide by this administrative procedure.

### ISP Connection on Non-Networked Computer

6.2 Employee Request approval from department for the acquisition of a County-provided ISP connection for a non-networked PC.



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6.3 Department

Approve or disapprove of the employee's request for a County-provided ISP connection for a non-networked PC.

Pay the costs of any approved ISP services that result from the employee's request.

### Broadcast email

6.4 Employee

Request approval from department for sending a broadcast email to all, or the majority of County employees.

6.5 Department

Request approval from the CAO prior to permitting an employee to send a broadcast email to all, or the majority of, County employees.

6.6 CAO

Approve or disapprove requests to send County-wide broadcast email messages.

### Monitoring and Accessing Use

6.7 Department

Determine if there is a legitimate business purpose to monitor an employee's use of County-provided Internet, intranet, and email services, or to access an employee's email messages or computer files.

If there is a legitimate business purpose to monitor an employee's use of County-provided Internet, intranet, and email services, the department head must request in writing to the CIO for approval to monitor an employee's use of County-provided Internet, intranet, and email services or to access an employee's email messages or computer files.

6.8 CIO

Approve or disapprove a department head's request for monitoring or accessing an employee's email messages or computer files.

6.9 DTS

For approved requests, provide appropriate information to the requesting department head.



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## DEPARTMENTS AFFECTED

7.0 All County Departments.

**ATTACHMENT I**  
Administrative Procedure 6-7



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TITLE Information Resources Security

## PURPOSE

- 1.0 To establish a procedure that ensures the County's electronic data assets are protected from theft, unauthorized destruction, use, modification, or disclosure.

## DEFINITIONS

- 2.0 Access Point – This is a means of connection between networks, or between a network and a user device. Some examples of an access point are a wireless hub or device, a modem, a cable modem, a DSL (Digital Subscriber Line) connection, an ISDN (Integrated Services Digital Network) line, A VPN (Virtual Private Network) service, and a router or other device with more than one network interface between two or more subnets.
- 2.1 Computer Security Guideline - A document that defines security procedures and standards, which is located under the on-line address at:  
[http://portal.mcgov.org/dpttml.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dpttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.2 County Information Resources – A Montgomery County-owned, leased, or licensed computer, peripheral, network, system, or software element or package, and information transmitted, received, or stored using a County-owned, leased or licensed computer, peripheral, network, system, or software element or package.
- 2.3 Department of Technology Services (DTS) - A department in the executive branch that is responsible for automated information systems and telecommunications technology for the County Government.
- 2.4 Disaster Recovery Guideline - A document that describes the Information Technology steps taken for a disaster recovery, which is located under the on-line address at:  
[http://portal.mcgov.org/dpttml.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dpttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.5 Digital Subscriber Line (DSL) - A family of technologies that provide a digital connection over the copper wires of the local telephone network.
- 2.6 Extended Network – A permanent or semi-permanent physical extension of the County's computer network to a non-County facility that is used by County and non-County employees to access County Information Resources.
- 2.7 Incident Response Guideline - A document that describes the policy for handling security incidents, which is located under the on-line address at:  
[http://portal.mcgov.org/dpttml.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dpttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.8 Information – Data stored, processed, or transmitted by or to a computer, Personal Data Assistant (PDA) or any other device.



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- 2.9 Information Technology Staff – An employee who is responsible to deploy, manage, administer, program, maintain or dispose of the County’s computers, peripherals, networks, or software. This does not include staff that simply uses a computer, peripheral, network, data, or software to complete a job responsibility.
- 2.10 Integrated Services Digital Network (ISDN) – Type of circuit switched telephone network system, designed to allow digital (as opposed to analog) transmission of voice and data over ordinary telephone copper wires, resulting in better quality and higher speeds, than available with analog systems.
- 2.11 Network – Transmission channels and all supporting hardware and software interconnecting the County’s computers and peripherals.
- 2.12 Network Equipment – Goods necessary for network communications, including routers, hubs, switches, network Interface cards, firewalls, and bridges.
- 2.13 PC – Personal computer.
- 2.14 Peripheral – Any hardware device connected to a computer (e.g., a monitor, keyboard, printer, Universal Serial Bus device, plotter, disk or tape drive, graphics tablet, scanner, joy stick, or mouse).
- 2.15 Privileged Account – A logon identification to the network with access exceeding the standard access given to employees.
- 2.16 Redundant Array of Independent Disks (RAID) – a system of using multiple hard drives for sharing or replicating data among the drives.
- 2.17 Risk Assessment Guideline - A document that defines how to assess a risk to data or County Information Resource, which is located under the on-line address at:  
[http://portal.mcgov.org/dptmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dptmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp).
- 2.18 Sensitive Information – Any information considered sensitive by law or County policy, including criminal justice, payroll/personnel, client or patient medical information.
- 2.19 System – A set of hardware and software that processes data in a meaningful way. A relatively simple computer system is a personal computer (PC).
- 2.20 System Administrator – An employee, either from DTS or another department, who is responsible for assigning and maintaining access rights (approvals) for privileged accounts.
- 2.21 Virtual Private Network (VPN) – A VPN is a network that uses encryption and other security methods to create a secure network on top of a non-secure and often public network.

## POLICY

- 3.0 An employee must protect information resources commensurate with its level of sensitivity and applicable legal and County policy mandates for that particular type of information.



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TITLE Information Resources Security

- 3.1 An employee must limit private use during his or her access to a County Information Resource, and normally use County Information Resources only to complete his or her work-related responsibilities.
- 3.2 A County Information Resource must have adequate environmental protection and safety systems, in accordance with manufacturer recommendations.
- 3.3 An employee may remove a County Information Resource from the County's premises only for business purposes and only upon the approval by appropriate personnel within the employee's department in custody of such resources.
- 3.4 Information that is critical to the County's operations must have regular backups and off-site storage. A department is responsible for having a critical County Information Resource disaster recovery plan, to provide for continuity of critical business operations and service delivery, in accordance with published DTS operating standards. The department must test the systems covered by the disaster recovery plan on a regular basis.
- 3.5 An employee and/or a department must follow the requirements listed under Paragraph 4.31 of this administrative procedure to have remote access to County Information Resources.
- 3.6 A County employee who violates this administrative procedure may be subject to disciplinary action, in accordance with Montgomery County laws and executive regulations, including Personnel laws and regulations, and Ethics Laws, currently codified at Chapter 33, COMCOR Chapter 33, and Chapter 19A of the County Code, respectively, and applicable collective bargaining agreements, as amended. Violation of this procedure is prohibited and may lead to disciplinary action, including dismissal, and other legal remedies available to the County.
- 3.7 In any contract where a contractor or business partner may have remote access to, or otherwise work on or interface with, County Information Resources, including those situations described below in paragraphs 4.11 (G), 4.12, 4.14 (E), 4.30, 4.31 (E) and 5.1 (C), the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6-7 must be attached:

This Contractor may be afforded remote access privileges to County information resources, or otherwise work on or interface with County information resources, and must ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this contract.

### GENERAL

- 4.0 DTS must configure and install all access points connected to a County Information Resource.



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- 4.1 DTS must install County network access controls (e.g., firewalls, boundary routers, etc.) to protect County Information Resources.
- 4.2 DTS will perform periodic (e.g., daily, bi-annual, etc.) security vulnerability audits on all County Information Resources in accordance with this administrative procedure.
- 4.3 Any Information or Information Resource that is contained in or stored on County Information Resources, or transmitted or received using County Information Resources, is the property of the County and, therefore, is not considered private.
- 4.4 The following are required to protect the identification and authentication of users of a County Information Resource:
  - A. Employees must, at a minimum, use identification controls and individual access accounts with passwords, to gain access to a County Information Resource.
  - B. Employees must not share identification controls.
  - C. Employees must limit privileged account use to specific functions, e.g. loading software, and may not be used on a continual basis apart from the intended function.
  - D. Account lockout procedures must conform to County Computer Security Guidelines.
  - E. DTS must terminate an employee's access to County Information Resources, immediately, when the employee is no longer employed in County service, or when an employee's responsibilities no longer require access to County Information Resources. DTS must terminate a contractor's access to County Information Resources, immediately, when the contractor's services is no longer required. Departments have this same responsibility for computer/device accounts under their control.
  - F. DTS must test password quality on a periodic basis. If a password is found to be weak as defined in the Computer Security Guideline the user must change the password.
  - G. Departments must disable any unused network logon ids.
- 4.5 The following are requirements to protect Sensitive Information:
  - A. An employee must not store Sensitive Information on a PC, unless DTS-approved PC security software is installed in the PC. A current list of DTS-approved PC security software is contained in the County Security Guidelines.
  - B. DTS may enable an employee to have access to Sensitive Information, only on the condition that the employee requires that Sensitive Information to perform the employee's responsibilities for the County.



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TITLE

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- C. An employee who has Sensitive Information stored on electronic media, or in any physical format, such as paper or fiche, is responsible for locking the information in a secure area when not in use, and deleting, reformatting, or shredding that Sensitive Information when it is no longer needed.
  - D. After using a PC terminal, an employee must not leave the PC terminal while Sensitive Information is displayed on the screen. An employee must never leave Sensitive Information on the computer terminal unattended; if necessary the department must install a screen-locking feature on the PC that blanks the screen until the correct password is entered.
  - E. The warning banner, as described in the County Security Guidelines, must be displayed on monitors, before employees are granted permission to access the computer system. An employee must have explicit permission from DTS in order to access or configure a computer device. All activities performed on a County Information Resource may be logged.
- 4.6 DTS requires that an information system joining the County network meet minimum security requirements as defined in the Computer Security Guidelines, unless an exception is granted by DTS.
- 4.7 The following are requirements when installing software security upgrades on County Information Resources:
- A. A department is responsible for applying critical security patches, specified by the software vendor, for computer systems within 30 days after public release. For systems containing Sensitive Information or systems accessible via the Internet, a department is also responsible for applying critical security patches, within seven days of public release.
  - B. During emergency situations, the DTS Security Office may require that all computer systems immediately receive patches.
  - C. Departments must apply non-critical security patches to all County Information Resources other than computer systems within 90 days after public release.
  - D. If, due to incompatibility or other issues, a critical security patch cannot be applied, a department must submit an exception report, in writing, to the DTS Security Office.
  - E. The DTS Security Office must periodically verify software revision and patch levels for all County systems.
- 4.8 The following are requirements when using computer viral controls:
- A. A department must install and run a DTS-approved, centrally administered, anti-virus application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.



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- B. DTS and departments must protect County Information Resources by using an anti-virus program with virus definition no older than two weeks and having current approved software security updates applied to the County Information Resources.
- 4.9 The Department of Technology Services will do the following to audit County Information Resources:
- A. Audit and review information resources on a regular basis, based on the sensitivity of the information or systems.
  - B. Log, and keep for a period of at least one year, records of unauthorized attempts to access Sensitive Information.
- 4.10 A department must install and run a DTS-approved, centrally administered, anti-spyware application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available
- 4.11 The following are requirements when accessing a non-County controlled network from within the County's network:
- A. The right to use remote access services must be in accordance with AP 6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
  - B. Access to remote access services must comply with the remote network owner's security and use policies.
  - C. A user that requires, and seeks to obtain, a modem at his/her workstation for remote access must receive approval from the DTS Security Office.
  - D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet, or wirelessly.
  - E. Sensitive information may not be stored on non-County controlled resources unless the department follows DTS procedures, County Security Policy, and all Federal, State and County laws and policies.
  - F. All VPN clients or any tunneling devices installed within the County network must be approved by DTS Security Office.
  - G. In order for a contractor to be afforded remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.



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- 4.12 The following must be met for a contractor or business partner facility to work on an extended network:
  - A. All network connections between a contractor or business partner and the County must meet the same security requirements detailed in this administrative procedure and the Computer Security Guidelines. The contractor or business partner must agree to implement, comply with, and enforce all County security policies and guidelines. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.
  - B. Failure by contractor or business partner to maintain full compliance with the County's security policies may result in immediate termination of the connection, and may be the cause for cancellation of any contract between the County and the contractor/business partner.
  
- 4.13 A department must do the following for the vulnerability, assessment, and remediation of County systems:
  - A. Conduct risk assessments and remediation on County Information Resources on a regular basis, commensurate with the level of sensitivity of the information, according to the Risk Assessment Guideline.
  - B. Support DTS scans against common infrastructure, on a regular basis.
  - C. Remediate vulnerabilities on a timeline commensurate with the associated level of risk. (Refer to Incident Response Guideline).
  - D. Report all system or network installations to the DTS Security Office, prior to implementation.
  - E. Comply with County Computer Security procedures established by the DTS Security Office, when installing new software.
  
- 4.14 Departments must do the following to ensure the safety of County Information Resources and personnel.
  - A. Create policies and ensure compliance to physically secure work areas.
  - B. Locate all new computer and communications centers in an area unlikely to experience natural disasters, serious or man made accidents, and related problems. New and remodeled facilities must be constructed to protect against fire, water damage, vandalism, and other threats that may occur. The location of multi-computer or communications facilities should be selected to minimize risk of damage.
  - C. Develop computer centers in consultation with DTS and the Department of Public Works and Transportation.



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D. Notify the Department of Public Works and Transportation if changes in facilities are needed or if changes to plans are required.

E. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies.

4.15 The Department of Public Works and Transportation must do the following to ensure the safety of County Information Resources and personnel:

A. Use environmental controls, including those related to humidity, temperature, and lighting, to protect all equipment.

B. Install fire detection and suppression equipment, as required by County, Federal and State law.

C. Periodically, inspect environment and safety systems by qualified personnel.

D. Use electrical protections on County Information Resources, commensurate with the importance of the County Information Resource.

E. Ensure the area is structurally sound.

F. Ensure a physically secure infrastructure envelope exists.

G. Develop computer centers in consultation with DTS.

4.16 Departments and the DTS Security Office must do the following to ensure that access to County Information Resources is secure, by taking measures that include the following:

A. Physically restrict unauthorized personnel from accessing County buildings, computer labs, offices, and work areas containing County Information Resources, including related equipment.

B. Permit only authorized personnel to have access to servers and wiring closets.

C. Restrict access to magnetic tape, disk, and documentation libraries to only employees whose responsibilities require access to them.

4.17 A department must do the following when moving or removing County Information Resource equipment owned or managed by DTS:

A. A departmental director or designee must receive approval from DTS to remove County Information Resources, which may occur only for DTS-approved business purposes. A department must provide the reason(s), in writing, for moving or lending the equipment. A department that has received approval to remove equipment so it may be repaired provided the department complies with DTS-approved repair processes and retains a receipt for the equipment from the repair provider.



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- B. Do not relocate computer equipment without prior authorization from the appropriate DTS management and/or technical support staff.
- C. Use a sign-out procedure, approved by information resource owners, for all shared resources.

4.18 A department must do the following when installing copyrighted software:

- A. Not make, use or display unauthorized copies of licensed software on County Information Resources.
- B. Periodically, take an inventory of all software to determine if the software is properly licensed.
- C. If an illegal copy of software is found, promptly acquire a license for the software or delete the software from the system, immediately. Document the discovery, licensure, or deletion of any illegal copy of software found.

4.19 Violation of this administrative procedure may result in adverse consequences, including fines to the County by the Software and Information Industry Association, or an indemnification or disciplinary action against the responsible employee.

4.20 A user of County Information Resources must not disable or modify security measures installed on any computer for any reason, without permission from appropriate DTS staff.

4.21 A user of County Information Resources must be trained in information security awareness, security threats, organizational policy issues, and the security aspects of the specific systems that the employee's department uses.

4.22 A department must do the following when designing or repairing a network server:

- A. Place service contracts with the hardware vendor for repair/service for critical production systems, if possible. Contracts must specify response times for service, if possible.
- B. Use backup or failover devices for critical network systems, if possible.
- C. Place back-ups of County Information Resources at a physically separate, environmentally-controlled facility.

4.23 A department is responsible for the following when backing up County Information Resources:

- A. Back-up crucial data and files frequently, and retain at least the last three back-up copies. The backing up of data is to be commensurate with the frequency of change of the data and the importance of recovering the lost data in a timely manner.
- B. Back-ups must be at a physically separate, environmentally controlled facility.



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- C. All media used to store sensitive, valuable, or critical information for longer than six months must not be subject to rapid degradation. This information must be copied to newer media when the time limits suggested by the manufacturer are close to expiration.
- D. Additional protections, such as RAID technology and hardware redundancy, should be used for appropriate, mission-critical applications.

4.24 A department is responsible for the following when establishing a disaster recovery plan for its data:

- A. Develop a detailed disaster recovery and continuity of operations plan for County Information Resources.
- B. A department that wishes to be supported by DTS, in the event of an emergency or disaster, must implement hardware and software policies and related procedures consistent with DTS standards. DTS staff is available to work with departments and offices to ensure compliance with DTS standards. (Refer to the Disaster Recovery Guidelines).

4.25 A department must develop a detailed plan to shut down each device in a computer center quickly, in the event of an emergency.

4.26 A department may be exempt from this administrative procedure under the following conditions:

- A. The department must request exemption from this administrative procedure and receive written approval from the DTS Security Office. A detailed reason for the exception must be included, as well as the business purpose for the exception and additional precautions that will be taken to reduce the risk to the County network if the exception is granted. Examples of additional security precautions may include restricting Internet access and eliminating floppy disk and CD drives on the PC, or disconnecting from the County network.
- B. A department that complies with the aforementioned section, and includes in its reason(s) for exemption that it has some older computer platforms in use that lack the capability to implement the security procedures outlined in this document. In this event, a department must purchase upgrades or replacements to these computer platforms as soon as possible, and, until this occurs, all Sensitive Information must be moved off these computers.

4.27 Employees may use County Information Resources only as follows:

- A. For County business purposes, as provided under Paragraph 3.1 of this procedure and in accordance with AP 6-1, Use of Internet, Intranet, and E-mail Services, employees are responsible for using County Information Resources responsibly and to follow all related policies, regulations, security requirements, and laws.



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- B. Sign a confidentiality agreement in accordance with any policy, regulations, or laws.
  - C. Any use of County Information Resources, including the Internet, intranet, email, computers, or peripherals is subject to the County's review, copying, storing, archiving, and monitoring for violation of policies, regulations, and local, state or federal laws.
  - D. Montgomery County is not responsible for maintenance, damage, or loss of personally-owned computers, data, or peripherals used by employees in the work place.
- 4.28 An employee must use County Information Resources responsibly and professionally, and must not use County information resources in a manner that violates any federal, State of Maryland, or Montgomery County law, regulation, or policy, including this administrative procedure.
- 4.29 Employee orientations within the departments must include a requirement that employees take appropriate security precautions to protect County Information Resources, commensurate with the level of the employee's job, and the sensitivity level of the information the employee is required to use.
- 4.30 This administrative procedure applies to contractors, vendors, and volunteers who connect their computers to the county network. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies. In addition all contractors, vendors and volunteers must comply with County Security Guidelines.
- 4.31 To have remote access to County Information Resources, an employee and/or a department must do the following:
- A. An employee must receive written approval from the County Information Resource custodian and the DTS Security Office to have access County Information Resources from a non-County location, such as an employee's home or contractor's network. This written approval will be in an e-mail sent after the VPN request form is approved.
  - B. Before a department may purchase or install a remote access connection, the department must request and receive DTS Security Office approval, in writing, for the purchase or installation of a remote access connection.
  - C. Remote access of County Information Resources must be in accordance with AP6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
  - D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet or wirelessly.



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- E. In order for a contractor to be granted remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include this requirement in any contract to which this provision applies.
- F. Sensitive Information may not be stored on non-County controlled resources unless following Department and DTS procedures and the County Security Guidelines and all Federal, State and County laws and policies.

## RESPONSIBILITIES

### 5.0 Department of Technology Services

- A. Maintain County information security policies appropriate for best business practices relating to the changing information security requirements of an enterprise network.
- B. Conduct security scans and vulnerability testing to identify vulnerabilities in the County Information Resource network.
- C. Advise departments on information security issues and assist them in the remediation of identified vulnerabilities.
- D. Assist departments in the design of County Information Resource networks, to ensure a secure architecture.
- E. Identify resources for security awareness training.
- F. Function as the point of contact for County Information Resource-related security incidents.
- G. Maintain an awareness of County Information Resource security threats and countermeasures.

### 5.1 Department

- A. Become familiar with the County Information Technology Security Administrative Procedure.
- B. Provide appropriate employees training to perform County Information Resource-related job functions, in compliance with County information technology security procedures.
- C. Incorporate and include this administrative procedure as part of any contract in which the County is to provide a contractor or its agents or employees access to the County Information Resources network.
- D. Cooperate with DTS staff in the vulnerability testing and remediation process of department-operated County Information Resources assets.



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## 5.2 Employee

Use County Information Resources for County business purposes and in compliance with this administrative procedure.

### PROCEDURE

## 6.0 Department of Technology Services

Provide departments with security policies and procedures and consulting expertise needed to maintain a secure and available County Information Resources network.

Promote County Information Resources security awareness training.

Scan the entire County Information Resources network periodically for known vulnerabilities and initiate remediation as required.

Provide leadership in resolving County Information Resources security incidents and preventing incidents where possible.

## 6.1 Department

Enforce employee compliance with this administrative procedure.

Train employees on department specific security policies and procedures.

Assist DTS staff with maintaining the department Information Resources in a secure environment and in compliance with County security policies.

### DEPARTMENTS AFFECTED

All County Departments.

APPROVED AS TO FORM AND LEGALITY.

OFFICE OF COUNTY ATTORNEY

BY *Richard H. McQuinn*

DATE 4/25/05