



**Request for Proposals**

**# 1048310**

**Communication Marketing Services for the Department of Recreation**

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

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).

**Issue Date: October 16, 2014**

**Submission Deadline: October 22, 2014 at 9:00am**

Montgomery County, Department of Recreation is soliciting proposals for communication marketing services for the Department of Recreation. Proposals must be returned no later than the date and time listed above.

The following pages contain the terms, conditions and scope of services for this informal solicitation.

You may e-mail your proposal to [Allison.Cohen@montgomerycountymd.gov](mailto:Allison.Cohen@montgomerycountymd.gov). Your proposal is received once you receive a confirmation e-mail.

Should you have questions regarding the specifications, please call Allison Cohen at 240-777-6865.

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

## **SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**

The following provisions are applicable to this solicitation:

### ACCEPTANCE TIME

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. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

### ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

### CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Wage Requirements for Services Addendum and Wage Requirements Certification
6. All representations and certifications listed in this document.

### 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.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

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").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

NAME AND SIGNATURE REQUIREMENTS FOR CONTRACTS

The correct and legal business name of the entity involved must be used on proposal 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 law, which require a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature of the bid, contract, 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. No proposals will be accepted unless submitted in ink or typewritten.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this 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 solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Contract Administrator, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

**SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**

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

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

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

**2. AMERICANS WITH DISABILITIES ACT**

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

**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, 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 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.

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)**

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 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:**

1. BACKGROUND

Montgomery County Recreation currently markets its activities, centers, and events in a variety of ways, including websites, brochures, catalogs, flyers, and social media. In an effort to expand and intensify the promotional efforts of the department, a service provider is required.

2. SCOPE OF SERVICES

- A. The Contractor must provide editorial, content, editing, storyboarding and other peripheral marketing services for the Department of Recreation over a variety of mediums. As the “voice” of the department, the Contractor must present information that is current, relevant, and informational. All information provided by the Contractor must be accurate, without bias, with a strong knowledge of Associated Press Style, strong writing skills, and familiarity with Recreation.
- B. The Contractor must abide by Montgomery County Administrative Procedure 6-7 (Attachment H) regarding use of the County Information Resources and Administrative Procedure 6-8 (Attachment I) regarding the County’s use of social media.
- C. The Contractor must develop and implement, with County approval, new marketing campaigns to promote the Department of Recreation’s programs, centers, and events. These marketing plans should be designed to engage a wide variety of customers and support the development of an overall brand for Recreation. These efforts should utilize all social media, websites, video, and a variety of print material. Requests for print material or image designs must be submitted to Recreation’s Graphic Designer at least one month in advance.
- D. The Contractor must maintain the Recreation Department’s presence on a variety of social media websites, including, but not limited to, Facebook, Twitter, Instagram, Pinterest, and YouTube. The Contractor must:
  - i. Write and post exciting and informative content, at minimum three to five times per day;
  - ii. Write and post informative and positive responses to customer postings on the various sites within twelve hours of original post;
  - iii. Post and manage photos and videos on the various sites;
  - iv. Maintain accurate, up-to-date information on all sites regarding news, events, and programs;
  - v. Update backgrounds, icons, and organizational information on the various social media sites;
  - vi. Create new accounts on new social media sites, including creating a home page that is informative and attractive;
  - vii. Inform the Contract Administrator or designee of any emergencies posted on the sites; and
  - viii. Post all “breaking news” on all sites in cases of weather emergencies, closings, or other news alerts.
- E. The Contractor must provide copy editing for content in a variety of Recreation Department material, including, but not limited to the seasonal guides, camp guides, and flyers. The Contractor must:
  - i. Provide content requested by Recreation within two business days;
  - ii. Provide exciting promotional content regarding a variety of programs and events; and
  - iii. Ensure that all content is grammatically correct with correct spelling and applying proper Associated Press Style.
- F. The Contractor must monitor the official Recreation Department website to ensure information; forms, flyers, etc. are current. The Contractor will provide necessary updates and corrections to Recreation Department staff.
- G. If the Contractor requires or desires to use any design, trademarked device, material, or process covered by letters or patent or copyright, the Contractor must indemnify and hold such patented design, device, trademark, copyright, material, or process in connection with the work agreed to and performed and shall indemnify and hold harmless the County from any cost, expense, royalty, or damage which the County may be obligated to pay be reason of any infringement at any time during the prosecution of or after completion of the work.

**3. CONTRACTOR QUALIFICATIONS**

- A. The Contractor must demonstrate that they have successfully provided services of this nature to organizations similar to Montgomery County Recreation.
- B. The Contractor must have knowledge of the variety programs, centers, and events operated by Montgomery County Recreation; knowledge of currently used social media outlets is encouraged.
- C. The Contractor must have in-depth knowledge and understanding of social media platforms, their respective participants, and all analytics that accompany social media and web platforms.
- D. The Contractor must have strong organizational skill and the ability to effectively communicate information and ideas in written and verbal format.

**4. REPORTS**

- A. The Contractor must provide a documented log of all posts on social media sites on behalf of the Recreation Department, upon request. The log must include date, time, content, and any significant information (i.e., 100 likes on Facebook).
- B. The Contractor must provide monthly reports of new or on-going marketing campaigns performed by the Contractor on the various social media outlets. These reports must include milestones such as new fans, followers, or subscribers. The Contractor should, also, provide customer feedback regarding promoted programs, events, and centers.

**SECTION D - TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins on the Contract’s effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director, at his/her sole option may (but is not required to) renew the term. Contractor’s satisfactory performance does not guarantee renewal of the term. The Director may exercise this option to renew the term two (2) times for one (1) year each.

**SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**

**1. PROCEDURES**

- A. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below. The QSC will also review an offeror for responsibility.
- B. The County will enter into contract with the highest ranked offeror based on the QSC’s written score and its responsibility determination.
- C. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head’s recommendation.
- D. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

**2. EVALUATION CRITERIA**

Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

	<u>POINTS</u>
1. Experience working with similar organizations, performing similar scopes of service	40
2. Demonstrate the ability to perform the specifications provided.	20
3. Knowledge of the Department of Recreation programs, locations, and events	20
4. Cost	20
Highest possible QSC score for written proposal evaluation:	100

**SECTION F - SUBMISSIONS**

**1. PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information:

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and email address.
- b. The Acknowledgment of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. This solicitation is subject to the Wage Requirements Law, the offeror must submit the appropriate Wage Requirements forms. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation - Attachment C
- h. Completed Quotation Sheet (Attachment F)
- i. Resume(s) detailing experience within the scope of work detailed in this solicitation
- j. Writing Samples – 4-5 program descriptions of the County's cooking classes and 4-5 social media posts regarding Recreation's Oktoberfest

## SECTION G - COMPENSATION

The contractor will be paid within 30 days of submission of an acceptable and proper invoice, approved by the County.

## SECTION H - CONTRACT ADMINISTRATOR

### 1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

### 2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be Allison Cohen

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and 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 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.

**SECTION I - ETHICS**

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52(b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
  - (a) another party in the matter; or
  - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

**ATTACHMENT A**

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: \_\_\_\_\_

**ATTACHMENT B**

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**In pricing section of contract:**

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning Commission
_____	_____	Alexandria Sanitation Authority	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Arlington County Public Schools	_____	_____	Montgomery College
_____	_____	Bladensburg, Maryland	_____	_____	Montgomery County, Maryland
_____	_____	Bowie, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Charles County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	College Park, Maryland	_____	_____	OmnIRide
_____	_____	Culpeper County, Virginia	_____	_____	Potomac & Rappahannock Transportation Commission
_____	_____	District of Columbia	_____	_____	Prince George's County, Maryland
_____	_____	District of Columbia Courts	_____	_____	Prince George's County Public Schools
_____	_____	District of Columbia Public Schools	_____	_____	Prince William County, Virginia
_____	_____	District of Columbia Water & Sewer Authority	_____	_____	Prince William County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County Service Authority
_____	_____	Fairfax County, Virginia	_____	_____	Rockville, Maryland
_____	_____	Fairfax County Water Authority	_____	_____	Spotsylvania County Schools
_____	_____	Falls Church, Virginia	_____	_____	Stafford County, Virginia
_____	_____	Fauquier County Schools & Government, Virginia	_____	_____	Takoma Park, Maryland
_____	_____	Frederick, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Frederick County, Maryland	_____	_____	Vienna, Virginia
_____	_____	Gaithersburg, Maryland	_____	_____	Virginia Railway Express
_____	_____	Greenbelt, Maryland	_____	_____	Washington Metropolitan Area Transit Authority
_____	_____	Herndon, Virginia	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Leesburg, Virginia	_____	_____	Winchester, Virginia
_____	_____	Loudoun County, Virginia	_____	_____	Winchester Public Schools
_____	_____	Loudoun County Public Schools	_____	_____	
_____	_____	Loudoun County Sanitation Authority	_____	_____	
_____	_____	Manassas, Virginia	_____	_____	
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor Name

**ATTACHMENT C**

**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.



Montgomery County
MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? YES [ ] NO [ ]

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

( ) - ( ) -

TELEPHONE

FAX

E-MAIL

Mail to: Alvin Boss, Program Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

**ATTACHMENT D**

**Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".**

- 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 Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, 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.
- H. 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, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

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

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

C. Individual designated assigned by Contractor to monitor 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 (es) 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. 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 | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | NATIVE AMERICAN |

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

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

Informal Solicitation #1048310

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

Circle MFD Type:

- |                  |                   |                 |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | 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 | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | NATIVE AMERICAN |

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

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

---

Informal Solicitation #1048310

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

Circle MFD Type:

- |                  |                   |                 |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | 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 through out 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.

Informal Solicitation #1048310

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 E**

**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 proposal 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	



Informal Solicitation #1048310

ATTACHMENT F

QUOTATION SHEET

**Hourly Rate**

\$ \_\_\_\_\_



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7	
PAGE	1	OF 13
DATE	5/4/2005	
CAO APPROVAL	<i>SR</i>	

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/dptmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dptmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.2 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/dptmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dptmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.5 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/dptmpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mcgov.org/dptmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp)
- 2.8 Information – Data stored, processed, or transmitted by or to a computer, Personal Data Assistant (PDA) or any other device.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7		
PAGE	2	OF	13
DATE	5/4/2005		
CAO APPROVAL			

TITLE  
Information Resources Security

- 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.mc.gov/dpttpl.asp?url=/content/departments\\_intranet/DTS/PolicyProcs/index.asp](http://portal.mc.gov/dpttpl.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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7	
PAGE	3	OF 13
DATE	5/4/2005	

TITLE Information Resources Security

CAO APPROVAL  
*[Signature]*

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
4	13
DATE	5/4/2005
CAO APPROVAL	<i>SR</i>

TITLE  
Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
5	13
DATE	5/4/2005
CAO APPROVAL	

TITLE  
Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
6	13
DATE	5/4/2005
CAO APPROVAL	<i>SR</i>

TITLE

Information Resources Security

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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7		
PAGE	7	OF	13
DATE	5/4/2005		
CAO APPROVAL	SR		

TITLE  
Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
8	13
DATE	5/4/2005
CAO APPROVAL	SR

TITLE Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
9	13
DATE	5/4/2005
CAO APPROVAL	<i>SR</i>

TITLE  
Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7	
PAGE	10	OF 13
DATE	5/4/2005	

TITLE Information Resources Security

CAO APPROVAL  
*SR*

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7	
PAGE	11	OF 13
DATE	5/4/2005	
CAO APPROVAL		

TITLE Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
12	13
DATE	5/4/2005
CAO APPROVAL	<i>[Signature]</i>

TITLE Information Resources Security

- 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.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO.	6-7
PAGE	OF
13	13
DATE	5/4/2005

TITLE  
Information Resources Security

CAO APPROVAL  
*SR*

## 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 D. H. McQuinn

DATE 4/25/05

	<b>MONTGOMERY COUNTY</b> <b>ADMINISTRATIVE PROCEDURE</b> Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850	NO. 6-8
		PAGE 1 of 11
		DATE 8/16/12
TITLE		CAO APPROVAL
<b>SOCIAL MEDIA</b>		<i>fu</i>
<p><b><u>PURPOSE</u></b></p> <p>1.0 The purpose of this Administrative Procedure is to establish acceptable and appropriate use of Social Media (as defined below) on behalf of the County.</p> <p>1.1 This policy applies to all County employees using Social Media on behalf of the County as part of their duties or when otherwise acting as a representative of the County.</p> <p><b><u>DEFINITIONS</u></b></p> <p>2.0 <u>Site Administrator</u> – (1) A County employee appointed by the department head to administer a department's presence on a Social Media site; or (2) for a County Board, Commission, or Committee, the County employee assigned as staff support and designated by the department head to administer the Board, Commission, or Committee's presence on a Social Media site.</p> <p>2.1 <u>ALT tag</u> – The Hyper Text Markup Language (“HTML”) attribute or field that provides alternative text when non-textual elements, typically pictures, cannot be displayed if, for example, the user uses a screen reader.</p> <p>2.2 <u>Department</u> – A department or office in the Executive Branch of County government.</p> <p>2.3 <u>Link</u> – An element such as text, a graphic, an icon, or a logo in an electronic document, Web site, or Social Media site that, when selected by the viewer, accesses another document, Web site, or Social Media site.</p> <p>2.4 <u>Social Media</u> – An umbrella term that encompasses the various programs the County uses to make content (video, audio, text, or images) publicly available on the internet and allow viewers to publicly post their own content in response. Among the technologies that make up Social Media are blogs, message boards, wikis, podcasts, photo and video sharing, mashups, and virtual worlds. A few prominent examples of Social Media applications as of the date of publication of this Administrative Procedure are Wikipedia (reference), Facebook (social networking), Gather.com (social networking), Twitter (micro-blogging), YouTube (video sharing), Second Life (virtual reality), Digg (news sharing), and Flickr (photo sharing).</p> <p>2.5 <u>Web site</u> – A site or location on the World Wide Web. Each Web site contains a home page, which is the first Web page users see when they enter the site. A Web page may display text, images, sound, and video. A Web site usually contains a home page and a collection of Web pages. The term “Web site,” for purposes of this Administrative Procedure, includes a Web page. A Web site is owned and managed by an individual, company, or organization.</p>		



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 2 of 11

DATE

8/14/12

TITLE

**SOCIAL MEDIA**

CAO APPROVAL

*FK*

## POLICY

3.0 The purpose of Social Media use by the County is to enhance communication, collaboration, and information exchange about the County and its programs, services, and activities with the public.

## GENERAL

### Official Use of Social Media

- 4.0 A Department head determines a Department's official participation and representation on Social Media sites.
- 4.1 A County Board, Committee, or Commission may determine to have an official participation and representation on Social Media sites if the participation or representation is consistent with the Board, Committee, or Commission's official mission. If a Board, Committee, or Commission establishes a Social Media site, it must comply with this Administrative Procedure.
- 4.2 A Department head must notify the Public Information Office of a decision to have a departmental presence on a Social Media site. The Public Information Office will retain a list of Social Media sites in use by County Departments.
- 4.3 A Department head is responsible for the content of Social Media sites established on behalf of a Department.
- 4.4 A Department head must establish and maintain written rules about who may administer any departmental Social Media site and post on behalf of the Department. At a minimum, these rules must designate a Site Administrator who will be responsible for posting content to the Social Media site and monitoring the site for compliance with this policy. The Department's rules for Social Media use must require a Site Administrator to:
- A. Identify himself or herself uniquely on each posting on behalf of the Department;
  - B. Provide the Site Administrator's County e-mail address or a County e-mail address monitored by the Site Administrator to the Social Media site as the e-mail address to which the Social Media host may contact the County or to which County residents may send inquiries regarding the Department's Social Media site;
  - C. Advise the Department head of any user identifications or login information necessary to access the Social Media site; and
  - D. Be trained on the terms of this Administrative Procedure.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 3 of 11

DATE

8/14/12

TITLE

**SOCIAL MEDIA**

CAO APPROVAL

*FK*

4.5 To retain the public's trust in the County's presence in Social Media:

- A. Naming conventions used on Social Media for official County sites must be approved by the Public Information Office to ensure the name is sufficient for an official County site and is consistent with other naming conventions used by the County in the applicable Social Media;
- B. Visual elements of Social Media sites should be designed, as much as possible, to reflect they are the official presence of the County in that particular Social Media; and
- C. The Public Information Office reserves the right to modify and develop new standards for naming conventions and visual consistency and credibility as Social Media sites evolve.

4.6 Use of Social Media as part of County duties must comport with all applicable Federal, State, and County laws, regulations, and policies.

- A. Do not reproduce material subject to a trademark or copyright (including text, video, audio, photographs, or other images) without consulting with the Office of the County Attorney first to determine if the material will fall under the fair use exception.
- B. Do not disclose information that by law is prohibited from public disclosure. For example, the Maryland Public Information Act prohibits disclosure of personnel records, medical records, trade secrets, confidential commercial information, and confidential financial information, and HIPAA prohibits disclosure of protected health information. The County's Ethics Law also prohibits the disclosure of confidential information. This is not an exhaustive or comprehensive list of information that by law must not be disclosed. By virtue of posting on behalf of the County, you represent that you are familiar with and will abide by all laws applicable to the information you are handling. If you have any questions, you must consult with the Office of the County Attorney.
- C. Do not publish or report on conversations that are meant to be pre-decisional or internal to the County unless given permission by your Department head. These conversations may be protected as executive privilege under Maryland law and publishing pre-decisional conversations removes that protection.
- D. Do not publish or report on anything related to legal matters, conversations with County attorneys, litigation, or any parties with whom the County may be in litigation without prior approval from the Office of the County Attorney.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 4 of 11

DATE

8/10/12

TITLE

**SOCIAL MEDIA**

CAO APPROVAL

*KA*

- E. Do not post content that:
  - 1. Endorses commercial products, services or entities;
  - 2. Endorses a candidate for office;
  - 3. Uses the County's title or seal in connection with any private enterprise;
  - 4. Uses the prestige of a position in the County for private gain or the gain of another;
  - 5. Violates Administrative Procedure 6-1, "Use of County-Provided Internet, Intranet, and Electronic Mail Services";
  - 6. Violates Administrative Procedure 6-7, "Information Resources Security"; or
  - 7. Violates the County's policies concerning "Equal Employment Opportunity" and "Sexual Harassment and Other Unlawful Harassment."
  
- F. Postings to Social Media must comply with accessibility requirements of the Americans with Disabilities Act ("ADA"). Please see the County's Web Accessibility Policy, found at the "Accessibility" Link on the County's Web site, for further guidance on compliance with the ADA.
  
- G. A request expressing a desire to inspect or copy County records submitted via Social Media may be sufficient to trigger the County's legal obligations under the Maryland Public Information Act ("MPIA"), even if the request does not expressly mention the MPIA.
  - 1. If a request for public records appears on a County Social Media site, and the Site Administrator's Department is not the records custodian for the requested records, the Site Administrator must respond, within 10 days of the request, to identify the proper records custodian, if known, or the location or possible location of the records.
  - 2. If the Site Administrator is in fact the records custodian for the requested records, then the Site Administrator should respond to the request within the time frames set forth in the MPIA.
  - 3. Any questions as to whether a post from a member of the public is a request for public records or how to comply with the MPIA should be directed to the Office of the County Attorney.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 5 of 11

DATE

8/10/12

CAO APPROVAL

FK

TITLE

**SOCIAL MEDIA**

4.7 Content posted to Social Media on behalf of the County must be professional and observe proper business decorum, with posts providing constructive, accurate, factual information, in coordination with other Departments as appropriate. All posts must be consistent with the mission of County government and the mission of the Department on whose behalf the post is made.

- A. Do not post content to a Social Media site on behalf of your Department unless authorized in writing by the Department head or the Site Administrator.
- B. Do not represent your personal opinions to be those of the County.
- C. Do not post your personal opinions or beliefs on County Social Media unless authorized by the Department head to do so.

4.8 Where possible, Links should direct users back to the County’s official Web site for more information and services.

4.9 Any Links to non-County Web sites or Links to non-County Social Media sites must comply with Section 4.20 through 4.27 of the administrative procedure.

4.10 Publicly accessible Social Media sites are not the appropriate medium to communicate County policies to County employees.

4.11 If the Social Media site host sells advertising on any page on which County-uploaded content appears, the following disclaimer must appear either via a Link or on the home page of the Social Media site:

**Montgomery County, Maryland, is not responsible for advertisements that may appear on this page. The space in which advertisements appear is sold by the site host, and the appearance of any advertisement does not reflect an endorsement by the Montgomery County government.**

4.12 All Social Media sites that permit video displays (such as YouTube) and suggest or promote Links to videos not created by the County must contain the following disclaimer or a Link to the disclaimer on the home page and on each video:

**Montgomery County is not responsible for the content provided on “related” and “promoted” videos that are accessible from this County’s channel. All viewers should note that these “related” and “promoted” videos and comments expressed on them do not reflect the opinions and position of the Montgomery County government.**



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 6 of 11

DATE  
8/10/12

TITLE

CAO APPROVAL  
*[Signature]*

## SOCIAL MEDIA

- 4.13 A photograph of showing any individuals posted by the County may appear in Social Media sites provided the photograph depicts a County program or service and the photograph was taken at a public facility or a place open to the public at the time the photograph was taken. Otherwise, a release must be obtained from persons appearing in the photograph. Please contact the Office of the County Attorney to obtain a release if your Department does not have one. Further, the County must own the photograph and the right to reproduce it. If the photograph includes a minor, the photograph must not include any personally identifiable information about the minors in the photograph absent written parental consent.
- 4.14 If the Social Media site used by a Department permits a user to set security or privacy parameters, the Department head, and the Social Media Site Administrator for the Department, must ensure that the security or privacy parameters are set to the appropriate level of security or privacy as desired by the Department.
- 4.15 County Departments are encouraged to create as narrow a focus as possible for any Social Media site if public comments are permitted to be posted to the site.
- 4.16 All sections of County Social Media that allow public comments must include either a Link to the following forum rules published on the County Web site or the complete text published on the Social Media site:

**This site is a limited public forum, limited to the discussion of matters related to [INSERT TOPIC AND / OR DEPARTMENT NAME]. We encourage you to submit your questions, comments, and concerns.**

**The County reserves the right to delete comments, without notice, that: (i) are off topic; (ii) are solicitations or advertisements for commercial products or services; (iii) infringe on copyrights or trademarks; (iv) are obscene under legal standards; or (v) speech that is otherwise unprotected by the First Amendment that the County deems inappropriate for the site. The County reserves the right to delete comments that are more than thirty (30) days old.**

**By virtue of providing content to this site, you agree that you have no expectation of privacy in the information provided.**

**The County is not responsible for and does not endorse any links embedded in comments posted to this site by third parties.**

**This site does not circumvent or supersede the County's normal business practices or processes. For example, responses to requests for proposals, invitations for bid, or other competitive procurements are not properly submitted via this site. Content submitted to this site is not legal notice to the County. For example, notice may NOT be given to the County under the Local Government Tort Claims Act through this site.**



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 7 of 11

DATE

8/10/12

TITLE

**SOCIAL MEDIA**

CAO APPROVAL

*FA*

## Monitoring of Social Media Sites

- 4.17 Sections of official County Social Media sites that permit public comments must be monitored periodically, at reasonable intervals to be set by the Department head and by the designated Department Site Administrator during working hours to ensure the public comments are in compliance with the forum rules.
- 4.18 To the extent permitted by the Social Media site host, County Departments may establish how long public comments will be permitted to remain posted (for example, posts may be removed 30 days after they are posted), and must uniformly enforce the posting removal timeframe.
- 4.19 If a public comment is not in compliance with the forum rules (as outlined in Section 4.16 above), the County Attorney's Office may be consulted to confirm that the public comment can be deleted legally. Site Administrators must retain all comments removed as not in compliance with the forum rules set forth in Section 4.16 for one year. Site Administrators do not have to retain those posts deleted because they are solicitations or advertisements for commercial products or services, otherwise known as "spam."

## Non-County Web Site Links or Links to Non-County Social Media Sites

- 4.20 The Department head must determine whether Links to non-County Web sites or non-County Social Media sites (collectively hereafter "Non-County Sites") are appropriate.
- 4.21 The County may link to Non-County Sites that support the government's message, such as the following:
- A. Other federal, state, and local governmental units;
  - B. Public educational institutions, including K-12 school districts, community colleges, and universities; or
  - C. A private or non-profit organization, if: a) the organization has a contractual arrangement with the County to provide services on behalf of the County to residents (hereafter a "Services Contractor"), the organization is at least partially funded by the County to provide services on behalf of the County to residents, or the organization is currently the sponsor or cosponsor of a County event, program or service; and b) the Link is offered in connection with the County event, program, or service.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 8 of 11

DATE 8/10/12

CAO APPROVAL  
FK

TITLE

**SOCIAL MEDIA**

1. If a Department elects to have a Link with a Services Contractor, the Link must be removed once the contract expires.
2. If a Department elects to have a Link to any private or non-profit organization as authorized under this Section 4.21(C), the Department must do so in a manner that is not preferential to one particular organization or to the exclusion of others.

4.22 Links to Non-County Sites containing the following types of content are not considered appropriate and are not to be linked to:

- A. Content that is associated with, sponsored by, or serving:
  - (1) a candidate for elected office, or
  - (2) any political party or organization supporting or seeking to defeat any candidate for elective office;
- B. Content that violates the County's policies concerning "Equal Employment Opportunity" and "Sexual Harassment and Other Unlawful Harassment";
- C. Content that is clearly unrelated to the topic of the Social Media site;
- D. Content that advocates or constitutes illegal activity;
- E. Content that constitutes a commercial solicitation or advertisement, which includes promotion of a particular service, product, or any commercial or non-governmental entity; or
- F. Content that infringes on a copyright or trademark.

4.23 Departments must use caution when linking to Non-County Sites that contain real time components such as chat rooms, bulletin boards, and blogs. These sites may not be appropriately moderated or edited by the host and participation criteria may not be posted on the site.

4.24 Departments must not knowingly post a Link to Non-County Sites that contain false or misleading information.

4.25 Departments may choose to use an organization's logo as a Link rather than a text Link. If an organization's logo is used as the Link, the Department must get prior written permission from the organization. If a logo is used as a Link, an ALT tag must be used to identify the logo for purposes of complying with accessibility standards.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 9 of 11

DATE  
8/10/12

TITLE

**SOCIAL MEDIA**

CAO APPROVAL

4.26 All Links to any Non-County Site found to contain a computer virus or worm or to otherwise threaten the integrity and security of County systems or those of County residents must be immediately removed.

4.27 The following disclaimer or a Link to the disclaimer must appear on any County Web site or Social Media site that provides users with Links to a Non-County Site:

**As a service to the visitors to [INSERT NAME OF SITE], Montgomery County, Maryland (“the County”) has provided hyperlinks to informational resources developed by other agencies or organizations that provide services or programs for the County. The County cannot guarantee the relevance, completeness, accuracy, or timeliness of the information provided on these non-County links. The County does not endorse any non-County organizations’ products, services, or viewpoints. The County is not responsible for any materials stored on other non-County Web sites or Social Media sites (such as Facebook, Twitter, or any other service that permits real-time posting of content), nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other Web sites or Social Media sites, and that the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user.**

## RESPONSIBILITIES

### 5.0 Department Head

- A. Develop or modify standards for naming and visual consistency for County Social Media sites.
- B. Maintain a list of Social Media sites in use by County Departments.
- C. Appoint a Site Administrator to administer a Department’s presence on a Social Media site; or for a County Board, Commission, or Committee, designate a Site Administrator to administer the Board, Commission, or Committee’s presence on a Social Media site.
- D. Determine a Department’s official participation and representation on Social Media sites.
- E. Notify the Public Information Office of a decision to have a departmental presence on a Social Media site. The Public Information Office will retain a list of Social Media sites in use by County Departments.
- F. Be responsible for the content of Social Media sites established on behalf of a Department.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 10 of 11

DATE 8/10/12

CAO APPROVAL  
*Fa*

TITLE  
**SOCIAL MEDIA**

G. Establish and maintain written rules about who may administer any departmental Social Media site and post on behalf of the Department. At a minimum, these rules must designate a Site Administrator who will be responsible for posting content to the Social Media site and monitoring the site for compliance with this policy. The Department's rules for Social Media use must require a Social Media site Site Administrator to have the responsibilities stated under this administrative procedure.

## 5.1 Public Information Office

- A. Develop or modify standards for naming and visual consistency for County Social Media sites.
- B. Retain a list of Social Media sites in use by County Departments.

## 5.2 Department of Technology Services

Provide guidance on the appropriate privacy and security settings in Social Media sites.

## 5.3 Office of the County Attorney

Provide guidance on the ethically and legally appropriate use of Social Media.

## 5.4 Departments

- A. Use Social Media and create Links to Non-County Sites in accordance with this Administrative Procedure.
- B. Notify the Office of Public Information of any departmental presence on Social Media sites.
- C. Establish written rules about departmental use of Social Media sites.
- D. Identify a Site Administrator for any Social Media authorized by the Department head.
- E. Train Site Administrators on this Administrative Procedure and Department-specific Social Media rules.
- F. Monitor Social Media sites that permit public postings pursuant to Paragraph 4.17 to 4.19 of this Administrative Procedure.
- G. Incorporate this Administrative Procedure by reference into any contract in which the County asks a contractor or its agents or employees to utilize Social Media or create Links to Non-County Sites on behalf of the County and bind the contractor to this Administrative Procedure's terms.



# MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

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

NO. 6-8

PAGE 11 of 11

DATE

8/10/12

CAO APPROVAL

*FK*

TITLE

**SOCIAL MEDIA**

## DEPARTMENTS AFFECTED

6.0 All County Departments

## REFERENCES

Administrative Procedure 6-1, Use of County-Provided Internet, Intranet, and Electronic Mail Services

Administrative Procedure 6-7, Information Resources Security

County Policies on Equal Employment Opportunity and Sexual Harassment and Other Unlawful Harassment