



Committee: GO
Committee Review: Completed
Staff: Dr. Costis Toregas, Council IT Adviser
Purpose: To make preliminary decisions – straw vote expected
Keywords: #Web site, #communicate, #digital equity, #smart county

ITEM #14
May 12, 2023
Action

SUBJECT

FY24 Operating Budget Technology Enterprise Business Solutions- web site

EXPECTED ATTENDEES

Gail Roper, Chief Information Officer, TEBS
Allison Dollar, TEBS
Senior members of the TEBS team
Seamus McNamara, Office of Management and Budget

FY24 COUNTY EXECUTIVE RECOMMENDATION

TEBS	FY23 Approved	FY24 CE Recommended	Change from FY23 Approved
Total Expenditures (General Fund)	\$50,992,147	\$54,020,715	5.94%
Personnel Costs	167 FTEs	172.75 FTEs	3.0%
Operating Costs	\$27,431,217	29,740,923	5.2%

Web site item

☀ Digital Transformation

The Office of Digital Transformation provides a digital vision for the County to meet the County's priority objectives, enhance the value of services provided to stakeholders, and lower the overall cost of service delivery. The Office of Digital Transformation is responsible for ensuring that the enterprise's business strategy is optimal, given the current and evolving digital realities, opportunities, and threats. The Chief Digital Officer leads the Office of Digital Transformation and champions the use of information, data, and technology in improving the business model of County stakeholders, innovating upon all aspects of the business, and creating business success for Montgomery County.

The Office of Digital Transformation is responsible for Geographic Information System (GIS), Web Solutions, Data Services, Technical Support and Enterprise Resource Planning (ERP) which includes Human Capital Management, Payroll/Comp/BI, Security and System Administration, and Financials.

Program Performance Measures	Actual FY21	Actual FY22	Estimated FY23	Target FY24	Target FY25
Number of enterprise resource planning (ERP) work orders completed	1,023	673	700	700	700
Number of websites and web applications supported	397	264	279	294	309
Number of Open Data datasets published	22	30	30	25	25
Enterprise resource system availability	99.93%	99.98%	99.98%	99.98%	99.98%
Success rate for business intelligence data refreshes	99.00%	99.90%	99.90%	99.90%	99.90%
Number of business intelligence data models published	114	118	120	122	125

FY24 Recommended Changes	Expenditures	FTEs
FY23 Approved	13,374,669	36.75
Add: Website Initiative	1,500,000	0.00
Technical Adj: Mid-year reorganization position shifts and adjustments	1,264,544	5.00
Increase Cost: Oracle Licenses Based on Updated County Usage	610,354	0.00
Increase Cost: Oracle Software Maintenance	49,200	0.00
Decrease Cost: Contract Support Service in ERP-Payroll, Compensation, and Business Intelligence	(210,000)	0.00
Shift: Transfer One Contractual IT Support Resource to OMB	(220,000)	0.00
Decrease Cost: Contract Support Services in ERP-Security	(270,000)	0.00
Multi-program adjustments, including negotiated compensation changes, employee benefit changes, changes due to staff turnover, reorganizations, and other budget changes affecting multiple programs.	140,284	0.00
FY24 Recommended	16,239,051	41.75



COMMITTEE RECOMMENDATIONS

The GO Committee reviewed and endorsed the proposed budget for TEBS as recommended by the Executive on May 5, 2023. There is a one-time new project cost for a county web site at \$1.5m that the Committee discussed and referred to the full Council to discuss as a High Priority item. The ECON committee also reviewed this specific project as part of their review of Outward-facing TEBS Operating Budget programs on April 21, 2023 and recommended to the GO Committee its inclusion in the Reconciliation list. The Committee therefore recommends the budget at the level of \$52,502,715 (\$54,020,715 recommended by the Executive reduced by \$1,500,000 as a one-time cost) and asks the full Council to discuss the merits of the County web project and decide the way forward collectively.

EXECUTIVE RECOMMENDATION RECEIVED SINCE COMMITTEE REVIEW

During the May 5, 2023 discussion, Committee members urged Executive staff to consider ways to reduce the \$1.5m cost of this important project and present a more viable option to the full Council when they review the Committee recommendations on the county web site. Executive staff indeed searched for ways to reduce the one-time cost, and informed Council Staff on May 8, 2023 that a major cost reduction had been accomplished:

The Web Redesign Project aims to modernize the Content Management System (CMS) and enhance the overall user experience for stakeholders and citizens. The project will address issues related to outdated technology, security, accessibility, branding, and content

management, and provide a user-friendly, accessible, and secure website experience for visitors.

The cost for the website redesign is projected at \$834,650.00. The proposed cost reduction is driven by the ability to optimize Montgomery County's internal staff to host the website on our private cloud. We will also look at utilizing AI technology to digitize maintenance operations, replacing hosting costs. TEBS is also looking to opportunities for our internal staff to innovate as it relates to the human centered design process.

Council staff is supportive of this new recommendation given that it allows the Council to significantly reduce the cost of a needed project, and at the same time move forward to revise an integral part of the County's communication system towards residents, businesses and visitors. Having a secure and effective County web site is not a nice-to-have, but a must-have in today's increasingly digital world.

The full Council may want to consider one of the following two options:

Option 1: Take a one-time cost savings of \$665,350 (\$1,500,000 less \$834,650), and endorse the Web Site item in its reduced scope to be included in the recommended FY24 budget, or

Option 2: Take a one-time cost savings of \$ 665,350 (\$1,500,000 less \$834,650) and place the balance of \$834,650 for a county Web Site item in its reduced scope on the Reconciliation list with High Priority.

SUMMARY OF KEY ISSUES

- The increased importance of a single, enterprise-wide platform where residents, businesses and visitors can go to find information on County services and activities cannot be ignored. This platform will serve every department of County Government and make departmental information available through a single point of contact.
- The need to design an integrated web site with a strong cybersecurity infrastructure that can withstand the constant attacks from individuals and rogue organizations requires an updated design and software platform.
- Responding to Committee concerns for mobile apps and other innovative technologies, TEBS has committed to integrate opportunities for an interoperable MC311 design as well as the use of apps and AI chatbots into the design of the new web site
- A new recommendation on May 8, 2023 describes a web site project that will be hosted in the County's own private cloud to reduce costs and increase the use of internal staff to ensure effective human centered design that helps each department using web communications to properly reflect their processes and data response efforts.

This report contains:

High level overview of the project	© 1
Description of the development phases	© 2
County Web Site Request for Proposals (RfP) used for scoping purposes as well as selection of development partners	© 3-36
May 2, 2023 Council Staff Packet for TEBS budget	© 37-115

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Website Information for Council Members

Montgomery County Government is facing significant challenges with its current website, which is supported by a customized Microsoft .NET platform-based Content Management System (CMS) built in 2012, supporting approximately 35 online services and maintained by Montgomery County internal teams. Despite attracting an average of 1,059,644 visitors in FY '21 and '22, the website is plagued by several issues such as outdated technology, inadequate search capabilities, insufficient security, the lack of multi-lingual content and accessibility, and inconsistent branding across 140 departmental websites.

Additionally, the website contains over 20,000 pages of outdated content and files and lacks self-service functionality for citizens. The integration of over 700 applications within the website also creates additional branding, maintenance and security concerns.

The Web Redesign Project aims to address these problems by modernizing the Content Management System (CMS) and enhancing the overall user experience. The project will aim to address issues related to outdated technology, security, accessibility, branding, and content management, and provide a user-friendly, accessible, and secure website for visitors.

There are numerous benefits with an updated web experience:

- **Compliance with Industry Standards, Accessibility and Multilingual Support:** will align with industry standards and enhanced security strategy, accessibility, and user experience for stakeholders and citizens of Montgomery County.
- **Consistent Branding** will create a cohesive image for our stakeholders and citizens as the website is our front face to our constituents and a multi-generational population. In addition, visitors will gain a better aesthetic representation of our beautiful county.
- **Improved Self-Service Functionality:** this will enable citizens to self-serve themselves, when applicable, resulting in improved efficiencies for internal teams.
- **Mobile Friendliness:** will enable an optimal experience across devices, including smartphones and tablets.
- **Improved Search Capabilities:** will enable citizens to find information faster and more efficiently.
- **Efficiency:** less human capital to monitor and maintain Montgomery County's web experience.

In summary, the goal of the Montgomery County Government (MCG) Web Redesign Project which we have titled Web 2.0, is to address core business systems that are old and expensive to maintain. As a result, our objective is to modernize the primary website (www.montgomerycountymd.gov) and enhance its overall user experience. The project will aim to address issues related to outdated technology, security, accessibility, branding, and content management, and provide a user-friendly, accessible, and secure website for visitors and optimize a human-centered approach for ongoing improvement. The implementation of a new content management system (CMS) will play a crucial role in achieving these objectives.

Website Information for Council

The Web Redesign Project aims to modernize the Content Management System (CMS) and enhance the overall user experience for stakeholders and citizens. The project will address issues related to outdated technology, security, accessibility, branding, and content management, and provide a user-friendly, accessible, and secure website experience for visitors.

Please note that we are not in the contract phase. Therefore, TEBS won't have specific costs per activity until we select a vendor and begin milestone negotiations. TEBS practices pay by milestone to lessen project risk. Our Project Management Office establishes a Risk Register to identify task completion and deliverables. The overall cost of the website is allocated by the following.

- **Implementation Costs:** Please see the categories below required to execute the transformation from our current website to the future solution.
 - **Consulting Costs:** the end-to-end process and phases of the transformation. TEBS uses a Human Centered Design strategy.
 - Business Process Re-engineering
 - *Discovery:* research, meeting with stakeholders (All departments)
 - *Define:* defining or framing the problem resolution
 - *Ideate:* stakeholder collaboration, concepting ideas
 - *(Design) Prototype:* migrating content (20,000 pages), building templates
 - *Test:* testing for security, acceptance, usability
 - *Launch:* live website
 - **Training Costs:** both governance and training on best practices.
 - *Governance:* framework for Montgomery County Government to adhere to Brand, Content, Social and Artificial Intelligence (AI) Guidelines.
 - *Training:* Vendor led specifics on best practices and technical details of template use.
- **Hosting Cost:** Cloud solution that provides the technology and resources required to ensure a website's secure and continuous operation.
- **Licensing Cost:** price to obtain CMS licenses. The CRM software can be used in other service-oriented solutions across the entire enterprise. It is an investment.
- **Personnel:** We have 4 positions in OMB for approval that will staff our Enterprise Project Management Office. These are new classifications that fill the need for professional project managers. This is a new job title and was approved by the MPB. These positions are critical to the professional oversight of this project, the Applicant Tracking System, Board of Elections System, and the 311 Call Center Project.

The goal of the Montgomery County Government (MCG) Web Redesign Project which we have titled Web 2.0, is to address core business systems that are old and expensive to maintain. Our objective is to modernize the primary website (www.montgomerycountymd.gov) and enhance its overall user experience. The implementation of a new content management system (CMS) will play a crucial role in achieving these objectives.



REQUEST FOR PROPOSALS

RFP# 1155635

Montgomery County, Maryland Website Re-Design

April 14, 2023

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods, services, or construction, as outlined in this document.

Vendor must electronically submit their proposal **no later than 3:00 PM on May 17, 2023** through www.bidnetdirect.com/maryland/montgomerycounty. Vendors must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835-4603, Option 2. It is the offeror's responsibility to follow all steps in BidNet to completion in order to ensure submission of the proposal. The County will not accept proposals submitted after the due date and time.

There will be an optional pre-submission conference at **11:00 AM on April 27, 2023**, via Microsoft Teams. Please follow the instruction below to join the pre-submission conference:

<p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 279 665 689 419</p> <p>Passcode: 367Agi</p> <p>Download Teams Join on the web</p> <p>Or call in (audio only)</p> <p>+1 443-692-5768,,784300987#United States, Baltimore</p> <p>Phone Conference ID: 784 300 987#</p> <p>Find a local number Reset PIN</p>

The County will not accept proposals it receives by fax, email, mail, or personal delivery. All faxed, emailed, mailed, or personally delivered proposals will be returned to the vendor.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact Kenneth Lennon at Kenneth.Lennon@montgomerycountymd.gov

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Breanna Oland at Breanna.Oland@montgomerycountymd.gov

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither and if it is NOT subject to the Local Business Preference)

<p>This RFP is NOT subject to the Local Business Preference (LBP) https://www.montgomerycountymd.gov/PRO/dbrc/local-business-preference.html</p>	
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This is a Services Contract (see Section A, Services Contract):		X
<input type="checkbox"/>	Non-Professional Services	
<input checked="" type="checkbox"/>	Professional Services	

or

This is a Construction Contract (http://www.montgomerycountymd.gov/PrevailingWage):	
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or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract:	
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RFP #1155635
Notice to Offerors

**Request for Proposals #1155635
for
Montgomery County, Maryland Website Re-Design**

This solicitation may be subject to the County's Wage Requirements Law (WRL), which applies to service contracts.

- If this solicitation is subject to the WRL, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the RFP cover page
 - In this event, the "Wage Requirements for Services Contract Addendum" will apply to the resultant contract (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 1) In order to be compliant with the Wage Requirements Law an Offeror **must submit with its proposal** the following:
 - (a) Completed Wage Requirements Certification form (**This form is contained in the PMMD-177 Web-link above**).
 - (b) If applicable, 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance form (**This form is contained in the PMMD-177 Web-link above**).

Offeror's failure to complete and submit the required material information on the Wage Requirements form(s) may result in offeror's proposal being unacceptable and rejected.

NOTE: You can find the current mandatory payroll reporting requirements, and the wage rate per hour that a County contractor must pay to its employees, under Section 11B-33A of the County Code, at (www.montgomerycountymd.gov/WRL). The WRL is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.

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Attachments

A.	References	A1
B.	Cost and Price Requirements	B1
C.	Mandatory Insurance Requirements	C1
D.	Administrative Procedure 6-7, Information Security	D1
E.	Local Small Business sub-contracting participation plan for RFP # 1155635	E1

Web-links for Documents and Forms

1.	Central Vendor Registration System (www.mcipcc.net)
2.	Frequently Asked Questions, Procurement (https://www.montgomerycountymd.gov/pro/help.html)
3.	MD-SDAT (https://dat.maryland.gov/businesses/Pages/default1.aspx) and (http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx).
4.	Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5.	Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6.	Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7.	Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8.	Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9.	Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10.	Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11.	Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12.	Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13.	Solicitation Postings and Amendments (http://www.montgomerycountymd.gov/pro/solicitations)
14.	Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15.	Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16.	Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17.	Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WRL.html)
18.	Wage Requirements Law, Independent Contractor Certification (https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf)
19.	Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf)
20.	Prevailing Wage Local Hiring Report (http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf)
21.	Prevailing Wage Law Local Hiring Attestation (http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf)

Montgomery County, Maryland
Acknowledgment Page

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and 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 provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name
(printed): _____

Printed Name, Title and E-Mail of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts 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 legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the 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 offeror's signature on the proposal, contract, amendment(s) 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 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.

3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

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

Amendment Number	Date

4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

4.1. Instructions:

4.1.1. Registered Vendor

4.1.1.1. The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: (www.mcipcc.net)

4.1.2. Acknowledgement

4.1.2.1. The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

4.1.3. Optional Pre-Submission Conference

4.1.3.1. If a Pre-Submission Conference is held, it is recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please [see page 1](#) of this solicitation.

4.1.4. Proposals

4.1.4.1. Vendor must electronically submit their proposal through www.bidnetdirect.com/maryland/montgomerycounty. Proposals received after the date and time specified will not be considered and will be denied by the BidNet application.

4.1.4.2. It is the offeror's responsibility to follow all steps in BidNet to completion in order to ensure submission of the proposal.

4.1.5. Proposal Withdrawal/Modification

4.1.5.1. Vendor can withdraw and make edits to a proposal before a solicitation's closing date and time. To withdraw your proposal, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your proposal, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. Your withdrawal and resubmission must occur before the closing date and time.

4.1.6. Questions

4.1.6.1. All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

4.1.6.2. The Office of Procurement has an electronic "Frequently Asked Questions" section on its website that may answer your questions:

(<https://www.montgomerycountymd.gov/pro/vendor-resources/faq.html>)

4.1.7. Obtaining Solicitation Amendments

4.1.7.1. What are they?

When the County determines that material changes to the solicitation document or material information needs to be disseminated to Offerors it will issue a formal amendment to a solicitation. However, not all solicitations will need an amendment. 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 Director, Office of Procurement, will be considered as being binding on the County.

4.1.7.2. How do I identify if a solicitation has an amendment?

Offerors are responsible for checking the website at <https://www.montgomerycountymd.gov/PRO/solicitations/formal-solicitations.html> periodically to remain informed of any solicitation amendments. Solicitation amendments may occur any time prior to the proposal due date and time. As a courtesy, the Office of Procurement may email solicitation amendments to holders of record with valid email addresses. However, it is the responsibility of the offeror to frequently visit the Office of Procurement's website to obtain solicitation amendments.

4.1.7.3. What am I required to do for the Amendment?

OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. This can be easily done in at least **one** of the following ways:

- 4.1.7.3.1. By filling-in the "Amendment Number" and "Date" of the amendment(s) under the Acknowledgment of Solicitation Amendments title; or
- 4.1.7.3.2. By returning one signed copy of the amendment with the Offeror's response to the solicitation

4.1.8. Maryland State Department of Assessments & Taxation (MD-SDAT)

- 4.1.8.1. Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships.
- 4.1.8.2. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering into a contract with your firm.
- 4.1.8.3. The County will verify this status on the MD-SDAT website.
- 4.1.8.4. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT.
- 4.1.8.5. If this status is not rectified in a timely manner with MD-SDAT, then your firm maybe declared non-responsible and your proposal will be rejected.
- 4.1.8.6. Information can be found at: (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

4.2. Conditions

4.2.1. Acceptance Time

- 4.2.1.1. By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

4.2.2. Contract Documents

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

- 4.2.2.1. General Conditions of Contract between County & Contractor (Section J)
- 4.2.2.2. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- 4.2.2.3. Offeror's Certification of Cost & Price (for contracts above \$100,000.)
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
- 4.2.2.4. Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)

- 4.2.2.5. All representations and certifications listed in this document.
 - 4.2.2.6. Mandatory Insurance Requirements.
 - 4.2.2.7. Prevailing Wage Requirements (only for a construction contract between the County and Contractor).
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
 - 4.2.2.8. Prevailing Wage Local Hiring Report. (if applicable)
(<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf>)
 - 4.2.2.9. Prevailing Wage Law Local Hiring Attestation. (if applicable)
(<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf>)
- 4.2.3. Determination of Responsibility
- 4.2.3.1. 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 contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement 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.
 - 4.2.3.2. 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.
 - 4.2.3.3. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
 - 4.2.3.3.1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction (“work”) required.
 - 4.2.3.3.2. The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption or interference.
 - 4.2.3.3.3. The integrity, reputation and experience of the offeror and its key personnel.
 - 4.2.3.3.4. The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
 - 4.2.3.3.5. The offeror’s previous and existing compliance with laws and ordinances relating to the contract or work.
 - 4.2.3.3.6. The sufficiency of financial resources of the offeror to perform the contract or provide the work.
 - 4.2.3.3.7. The certification of an appropriate accounting system, if required by the contract type.
 - 4.2.3.3.8. Past debarment or suspension by the County or other governmental entity.
- 4.2.4. Joint Procurement
- 4.2.4.1. The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:
 - 4.2.4.1.1. Maryland-National Capital Park & Planning Commission (M-NCPPC);
 - 4.2.4.1.2. Montgomery College (MC);
 - 4.2.4.1.3. Montgomery County Public Schools (MCPS);
 - 4.2.4.1.4. Montgomery County Revenue Authority;
 - 4.2.4.1.5. Montgomery County Housing Opportunities Commission (HOC);

- 4.2.4.1.6. Washington Suburban Sanitary Commission (WSSC); and
- 4.2.4.1.7. Municipalities & Special Tax Districts in Montgomery County.
- 4.2.4.2. While this RFP is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and goods and/or services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each entity above will be solely responsible for and contract directly with the bidder under the entity's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.
- 4.2.5. Late Proposals
 - 4.2.5.1. Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.
- 4.2.6. Minority, Female, Disabled Person Program Compliance
 - 4.2.6.1. Under County law, this solicitation is subject to the Montgomery County Code (Part II, Chapter 11B, Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
 - 4.2.6.2. Information regarding the County's MFD program can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/MFD) Entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor".
 - 4.2.6.3. The companion document entitled "Minority, Female, disabled Person Subcontractor Performance Plan" can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 4.2.7. Montgomery County Code and Procurement Regulations
 - 4.2.7.1. The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.
- 4.2.8. Payment Terms
 - 4.2.8.1. The County's payment terms are net thirty (30) days.
 - 4.2.8.2. The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

4.2.9. Prevailing Wage (County Code Sections 11B-33-C and 20-75)

- 4.2.9.1. The Prevailing Wage Law applies to all construction contracts and to mechanical systems services contracts that meet minimum threshold contract values. Unless otherwise excluded by County law, a County-financed construction contract and a mechanical systems service contract that meet minimum threshold contract values are 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 can be reviewed at: (www.montgomerycountymd.gov/PrevailingWage).
- 4.2.9.2. An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

4.2.10. Qualification of Offerors

- 4.2.10.1. Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.
- 4.2.10.2. 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 factor(s) necessary to perform the contract.
- 4.2.10.3. Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

4.2.11. Services Contract (County Code 11B-33A)

- 4.2.11.1. Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.
- 4.2.11.2. Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/WRL). Contractor must comply with the "Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification form** at the website below.
- 4.2.11.3. The companion document entitled "**Wage Requirements Certification**" form can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

4.3. Notices

4.3.1. Proprietary & Confidential Information

- 4.3.1.1. This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display

publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information, as defined by the Maryland Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

- 4.3.1.2. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." However, the County, by law, must apply the MPIA's requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.
- 4.3.1.3. The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.
- 4.3.2. Protests
- 4.3.2.1. Any Offeror who is aggrieved (see 4.3.2.5 below) may file a protest. Any Offeror who is aggrieved in connection with a formal solicitation must deliver a written protest to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the solicitation proposal submission due date and time, if the offeror seeks as a remedy the cancellation or amendment of the solicitation.
- 4.3.2.2. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to "Montgomery County Government".
- 4.3.2.3. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained.
- 4.3.2.4. The Director, Office of Procurement, must dismiss any protest not timely received.
- 4.3.2.5. Only an offeror who is "aggrieved" may file a protest. "Aggrieved" means that the offeror who files the protest can demonstrate it may be eligible for an award of the contract if the protest is sustained.
- 4.3.2.6. Each protest must contain the following:
- 4.3.2.6.1. Identification of the solicitation;
 - 4.3.2.6.2. Offeror Name;
 - 4.3.2.6.3. Offeror Address;
 - 4.3.2.6.4. Offeror Email Address;
 - 4.3.2.6.5. Offeror Telephone Number;
 - 4.3.2.6.6. Statement supporting that the Offeror is aggrieved;
 - 4.3.2.6.7. Specification of all grounds for the protest;
 - 4.3.2.6.8. Submission of detailed facts and all relevant documents;
 - 4.3.2.6.9. Citation to relevant language in the solicitation, regulations, or law relied upon; and,
 - 4.3.2.6.10. All other matters which the Offeror contends support its protest
- 4.3.2.7. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.
- 4.3.3. Public Posting

- 4.3.3.1. It is the responsibility of the offeror, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed award for a contract in which the offeror is interested.
- 4.3.3.2. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).
- 4.3.3.3. Information regarding the proposed award under this solicitation, or any solicitation issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: <https://www.montgomerycountymd.gov/PRO/solicitations>, and at the Office of Procurement, 27 Courthouse Square, Ste 330, Rockville, Maryland 20850.
- 4.3.4. Solicitation Preparation Expenses
 - 4.3.4.1. All costs incurred in the preparation and submission of an offeror's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.
- 4.3.5. Tie Scoring
 - 4.3.5.1. In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the offeror who has its principal place of business in Montgomery County, Maryland. If there is a tie between two or more offers, each of whom have its principal place of business in Montgomery County, Maryland, then the tie will be resolved in accordance with the criteria stated under Procurement Regulation 4.1.2.4(f); See Procurement Regulations at: (<https://www.montgomerycountymd.gov/pro/help.html>)
- 4.3.6. Verbal Explanations
 - 4.3.6.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.
- 4.3.7. Health Insurance Preference
 - 4.3.7.1. Only a proposal from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the date and time of proposal submission will received a % evaluation factor that will be utilized to recalculate an Offeror's QSC written or interview score(s) for the Method of Award process, in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: <https://www.montgomerycountymd.gov/PRO/vendor-resources/laws-regulations.html>
- 4.3.8. Local Business Preference
 - 4.3.8.1. Only an Offeror who: (1) has a valid local business certification when the business submits a timely proposal; or (2) has applied for local business certification prior to the due date/time to submit a proposal, will receive an evaluation factor worth 10% of the total points under an RFP, in accordance with Executive Regulations 13-20. Also, refer to: <https://www.montgomerycountymd.gov/PRO/DBRC/local-business-preference.html>.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

Located adjacent to the nation's capital, Montgomery County is the most populous county in the State of Maryland and one of the most diverse counties in the nation. Montgomery County Government (hereafter, the "County"), is composed of the Executive and Legislative branches. The Executive Branch implements and enforces Montgomery County's laws and provides executive direction to the government. Its chief executive officer is the County Executive. There are over 30 executive branch departments and agencies that help to deliver services to over 1 million county residents. Montgomery County is proud of the services it offers. These includes some of the best in the nation, which the County strives to deliver in keeping with its Vision Statement and Guiding Principles.

Montgomery County Maryland's Priority Outcomes include:

- Thriving Youth and Families
- A Growing Economy
- A Greener County
- Easier Commutes
- A More Affordable and Welcoming County for a Lifetime
- Safe Neighborhoods
- Effective, Sustainable Government

5.2. Intent

Montgomery County is seeking proposals from potential offerors (hereinafter "Contractors") to improve the County's website, including but not limited to interoperability to County systems; Information Architecture, Search Engine Optimization (SEO) & Content Strategy; Search capabilities and Brand experience including building templates to enable delightful experiences for stakeholders and citizens.

5.3. Scope of Services/Specifications/Work Statement

5.3.1 Website Expectations

- A. The County expects the Contractor to apply a human-centered approach (include data-driven research and engaging stakeholders), User/Customer centric methods, and an agile approach to solutions and communicate with a bi-weekly status report.
- B. The Contractor must provide cloud applications that interface with the County Azure Active Directory for identity management. This means that it will leverage the County security controls in Office 365 as well as the County MFA. The County recommends that any interfaces into and out of the County leverage the County Enterprise Service Bus for data exchanges.
- C. The Contractor must provide cloud hosting. We expect this solution to be a single source network for hosting.
- D. The Contractor must deliver an improved web experience to the County. Key outcomes include, but are not limited to:
 - Modernized Content Management System
 - Improved Self-Service, Website and Brand experience
 - Advanced Search capabilities & Analytics
 - Advanced Security Platform

- Integrations
 - Integration of systems, images, videos, and other media
- Accessibility
 - Contractor must provide the County with web content that complies with Section 508 the Rehabilitation Act (29 U.S.C.§ 794d) and follows the Web Content Accessibility Guideline (WCAG) 2.1 AA.
- Multi-Lingual
- Calendar/Events/Forms
 - A web-based events calendar that will dynamically display a variety of information. This interactive calendar should support sub-calendars, RSS feeds, and content syndication or tagging for use across the site. It should also allow the implementation of online events submission.

5.4. Website Background Information

- A. The County's website (<https://www.montgomerycountymd.gov>) is one of the most important communication channels the County utilizes to share its Priority Outcomes and Headline Measures as well as critical information with its residents. Some of the County's heavily visited web pages by residents in the past two (2) years are:
- **COVID-19 Website** – To determine the latest County information regarding COVID-19 vaccines, testing, reopening information, grants data, Executive Orders and directives. In addition, users also go to this site to get help and to get involved (volunteering).
 - **Real Property Tax Account Information and Bill Payment System** – The Real Property ASP.NET application, enables users to select property tax records to view and/or make payment on-line by credit card or automatic deduction from their bank account as appropriate. Residents or businesses can search for their property account by account number, bill number, condo, or street address. The application has been available for over a decade and is very popular every year.
 - **Montgomery County Public Library Website** – The website provides online access to book collections, events, learning and research resources, and general services (e.g. get a library card). In addition, activities and services for youth's and seniors are also easily accessible on the site. Branch locations along with information on how to use the library is also very useful. The Library's website has been in the top 3 sites visited for the past 5 years.
 - **InfoCenter** – The InfoCenter system, a County built .NET system, is used by County public information officers and staff in County departments, agencies, and other branches of local government to maintain, manage, and publish alerts, carousels (sliders) featured programs, portal panels, press releases, announcements, media advisories, statements, speeches, and testimony, Really Simple Syndication (RSS) feeds, and photos (slider archive).
 - **Additional Visit Reasons include:**
 - Access news and event information from the County Executive, County Council, and several other departments.
 - Sign up for recreation activities, events or classes or to find a recreation facility or center.
 - Determine the latest election information (e.g., early voting, voting services, dropbox locations) or election results.

B. As of July 2022, the County has 140 operational websites for 55 departments, agencies, and/or offices. The nine (9) file types uploaded to the server using the CMS are listed below:

- .pdf
- JPG & JPEG
- .html and .htm
- .png
- .xlsx & .xls
- .gif
- .css
- .js
- .pptx & .pp

C. Traffic: Average users of the County's website for Fiscal Year (FY) 2021 and FY 2022 are as follows:

- July – 939,179
- August – 886,095
- September – 833,793
- October – 908,371
- November – 887,239
- December – 936,855
- January – 1,223,810
- February – 942,447
- March – 957,942
- April – 845,804
- May – 882,317
- June – 1,059,644

D. Frequently Used Services:

- ESRI ArcGIS Online Maps
- Google Customer Search (JSON) interfaces
- Google Maps
- Google Translate
- Granicus – GovDelivery Digital Communications newsletter subscriptions
- Trumba Online Website Calendar and Registration System
- Zammo Chatbot – used for MC311

5.5. Maintenance

The Contractor must provide to the County guidelines and deliverables to maintain its website contents described above under 5.4.

The guidelines must include:

1. Layered .PSD files of Template Pages (including copies of font used)
2. Final site diagram or information architecture
3. CSS cascading style sheets for all public pages
4. Governance and training Guidelines
 - a. Maintaining the CMS
5. Brand Guidelines – governance and deliverables
 - a. Maintaining the CMS
 - b. Templates
 - c. Fonts

- d. Colors
- e. HTML, CSS, JS

5.6. Contractor's Qualifications

1. The Contractor must have demonstrated experience with designing of large websites with a minimum of 500,000 views per year.
2. The Contractor must provide evidence for three (3) years of experience with redesign of enterprise websites.

5.7. Contractor's Responsibility

1. The Contractor must complete all tasks on or before the agreed upon time between the Contractor and the County, as determined by the Contract Administrator.
2. The Contractor must provide a Project Plan and Timelines with major tasks identifying details of the milestones to get to the desired outcomes.
3. The Contractor must provide a plan for Website Governance as stated under Section 5.5.4
4. Staffing Plan
 - a. At a minimum, the Contractor must provide a lead project manager to deliver bi-weekly project status and demos when necessary.
 - b. The Contractor must provide additional staffing to successfully complete the scope of the contract. At each stage of the project, the Contractor must clearly indicate what role the additional staff will play.
5. Problem solving approach – the Contractor must efficiently and effectively mitigate the needs and concerns of County's stakeholders who own content in the County's website. In the event there is a problem, the Contractor must provide the County alternative solutions to resolve the problem and optimize the stakeholders' experience.
6. The Contractor must coordinate with the County's subject matter experts to facilitate a smooth transition.

5.8 Reports/Deliverables

The Contractor must provide creative solutions and manage the project continuously and provide a Bi-weekly status report with attached visuals and demos as necessary.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

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

The County Council appropriates funds on a fiscal year basis; the County's fiscal year runs July 1st through June 30th. Funds have been appropriated for the contract resulting from this RFP through the end of Fiscal Year 2024, which ends on June 30, 2024. For the fiscal year beginning July 1, 2024, and for any subsequent Contract periods, payments under the Contract resulting from this RFP are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund the Contract resulting from this RFP for a fiscal year that begins after this Contract is entered into, the Contract terminates on the first day of that fiscal year without further cost, liability or obligation to the County provided that the Contractor is given ten (10) days written notice of termination.

7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a.
- 7.1.2. Vendor interviews will be conducted with the three (3) highest scoring offerors with a **minimum score of 70**, based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section D.7.1.9.b. The QSC will also review an offeror for responsibility.
- 7.1.3. The QSC will make recommendation of the highest ranked offeror with a **minimum combined score of 150**, based on the QSC's combined written and interview scores, and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.6. Upon approval of a recommended award to a proposed awardee, by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.7. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee.
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

7.1.9. EVALUATION CRITERIA

a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals (1 PDF or PowerPoint) based on the following criteria.

	<u>POINTS</u>
1. Demonstrated ability to perform website redesign projects related to the size indicated under Section 5.4. Provide a minimum of two (2) example links and screenshots of website redesign projects completed in the past two years (large websites with a minimum of 500,000 views per year)	<u>20</u>
2. Proposed Project Plan and Timelines with major tasks and milestones as per Section 5.7.2	<u>15</u>
3. Website Maintenance Plan detailing how your organization can help Montgomery County maintain the newly created website experience for the long-term, as per Section 5.5.4 and 5.7.3	<u>10</u>
4. Staffing Plan – include staff members, roles and responsibilities assigned to the project as per Section 5.7.4. Include your Company's years of experience with re-design of projects of this size (large websites with a minimum of 500,000 views per year)	<u>10</u>
5. Provide an example of a Website Governance Model. Please detail why your model is effective for Montgomery County	<u>9</u>
6. Cost	<u>11</u>
7. Local Business Preference (LBP)	<u>10</u>
8. Local Small Business sub-contracting participation **	<u>5</u>
9. MFD Participation* (Must EXCEED set % goal of applicable purchasing category)	<u>10</u>
Highest possible QSC score for written proposal evaluation:	<u>100</u>

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

1. Proposed plan to improve the Montgomery County website experience. Please include: Human Centered problem solving approach and your approach to migrating content	25
2. Proposed plan on engaging and collaborating with stakeholders to improve Montgomery County’s web experience. Please include: how you plan to work with 20+ departments with various web experience needs	20
3. Proposed plan on hosting detailing security details, public cloud, or private cloud and why your plan should be used	19
4. Cost	11
3. Local Business Preference (LBP)	10
4. Local Small Business sub-contracting participation **	5
5. MFD Participation* (Must EXCEED set % goal of applicable purchasing category)	10
Highest possible QSC score for interview evaluation:	100

*MFD Participation Requirements and Examples: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)

** See Local Small Business sub-contracting participation (attachment E)

8 SECTION E - SUBMISSIONS

8.1 PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

8.1.1. Offerors must electronically submit their proposal through

www.bidnetdirect.com/maryland/montgomerycounty in the format below. Proposals will be evaluated on only material that 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 (including labeled sections numbered as shown):

8.1.1.1. A cover letter with a brief description of the firm, including the offeror’s name, address, telephone number, and email address.

8.1.1.2. The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal.

8.1.1.3. 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 as that required by the County in this solicitation. ([see Attachment A](#)).

8.1.1.4. If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), the offeror must submit the appropriate Wage Requirements Law forms found at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf). Failure to submit and complete the required material information on the form(s) may cause the offeror’s proposal to be unacceptable under County law, and the proposal may be rejected.

8.1.1.5. Mid-Atlantic Purchasing Team Rider Clause – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf).

8.1.1.6. Minority, Female, Disabled Persons Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror’s proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points ([see Section D](#) above and the requirements and examples at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf) MUST complete and submit this form with its proposal submission.**

***The Purchasing Category Related to the MFD Participation Evaluation Factor for this solicitation is indicated on the front cover page.**

- 8.1.1.7. Minority Business Program and Offeror's Representation –
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf (see Sample of MFD Report of Payments Received
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section E, 8.1.1.6., above, should complete and submit this form with its proposal submission.
- 8.1.1.8. Local Business Subcontracting Performance Plan
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf
Note: Only applies to Offerors who are responding to High Dollar Contracts (with an initial contract that is estimated to exceed \$10 million) in accordance with County Code Article XVII of Chapter 11B: Local Business Subcontracting Program, should complete and submit this form with its proposal submission.
- 8.1.1.9. Detailed Proposal outlining the Contractor's experience with a website re-design of this scope and breadth as outlined in Section 5.3. Include with your proposal a plan for engaging stakeholders in the project as well as a minimum of two (2) examples of a similar website re-design projects that include project links screenshots, and usage data (including the average number of users and page views). Address in your proposal the time to complete those projects, major challenges faced in the completion of those projects, and how the challenges were resolved and the staffing plan for those projects.
- 8.1.1.10. Proposal must be submitted in the order of the Written Proposal Evaluation Criteria.
- 8.1.1.11. Projected Project Plan and Timeline – include major tasks and milestones and method for assessing the progress on the project, include method for correcting deficiencies and maintaining timelines in the event of unforeseen complications in the project.
- 8.1.1.12. Projected Project Budget (Cost).
- 8.1.1.13. Website Maintenance Plan – Written plan for continued maintenance of the website including plan for future enhancements and Proposed Plan on hosting describing security details, public cloud or private cloud and why your plan should be used.
- 8.1.1.14. Contractor's plan and vision of the Montgomery County, Maryland website.
- 8.1.1.15. Staffing Plan – Detailed staffing plan including project lead, contact person, other staff and detailed diagram or chart demonstrating the relationship among all staff members on the project and their respective roles and years of experience for proposed staff.
- 8.1.1.16. Website Governance Model – Provide an example of a Website Governance Model. Please detail why your model is effective for Montgomery County.
- 8.1.1.17. Description of problem-solving approach and demonstration of its effectiveness including how you will work to migrate existing content, how you will work with internal and external stakeholders and subject matter experts.
- 8.1.1.18. Audited Financial Statements. The Offeror must provide 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. The Offeror must provide audited balance sheets for the past three (3) years, or other acceptable evidence of financial stability. If three (3) years of financial information is not available, the Offeror must explain why the information is not available.
- 8.1.1.19. Redacted Proposal. The County anticipates receiving requests made pursuant to the Maryland Public Information Act ("MPIA") for copies of the proposals submitted in response to this RFP. Therefore, each Offeror must also provide a self-redacted proposal. Any redactions must be in compliance with the MPIA.

8.2 AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted:

- 8.2.1 Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 8.2.2 Offeror's Certification of Cost and Price (contract value greater than \$100,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf).
- 8.2.3 Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment C.
 - 8.2.3.1 The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
 - 8.2.3.2 These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor, and are applicable to any contract executed as a result of this solicitation.
- 8.2.4 If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf)).
- 8.2.5 If this solicitation is for a High Dollar Value Contract (with an initial contract award that is estimated to exceed \$10 million), then the Offeror must submit a Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf).

9 SECTION F - COMPENSATION

The contractor will be paid on a monthly basis, within 30 days after the County's receipt and acceptance of an invoice submitted by the contractor and in a form approved by the County.

10 SECTION G - CONTRACT ADMINISTRATOR

10.1. AUTHORITY

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

10.2. USING DEPARTMENT

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6.

10.3. CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is: Kenneth Lennon at Kenneth.lennon@montgomerycountymd.gov.

11 SECTION H - SPECIAL TERMS AND CONDITIONS

- 11.1 **General Conditions of Contract Between County and Contractor (General Conditions).** The County's General Conditions of Contract Between County and Contractor ("General Conditions") will be made a part of any contract resulting from this solicitation. In the event an Offeror desires to request any modification to the County's General Conditions, it must make its request to modify General Conditions, in writing, no later than 20 days before the due date for Offerors to submit proposals in response to this solicitation. The County will then consider any requested modification to the General Conditions, as well as applicable laws, regulations, policies and procedures and related business, governmental and legal issues. And, if the County determines that a modification to the General Conditions is appropriate for this solicitation, it will then issue a solicitation amendment that notes any resulting modifications to the General Conditions. If the County modifies the General

Conditions, then the General Conditions, as modified, will become a part of any contract resulting from this solicitation. Accordingly, by signing the Acknowledgement Page of this solicitation, the Offeror agrees that the General Conditions (including any modification made through a solicitation amendment) will be applicable to any contract resulting from this solicitation. The County will deem unacceptable, and will not consider for further evaluation, any proposal that includes modifications to the General Conditions that it receives after the above-mentioned deadline for submitting a request to modify the General Conditions.

11.2 County Information Security Requirements

The County's Information Security Policy is Administrative Procedure ("AP") 6-7, Information Security (Attachment D). This policy is based on the National Institutes of Standards and Technology ("NIST") Special Publication 800-53, which is a well-known and commonly followed catalog of recommended security and privacy controls for information technology systems.

If Contractor's personnel will access County information systems are part of Contractor's performance, the parties must attach and incorporate by reference into the Contract, AP-6-7.

All Contractor personnel who access County information systems with a County-assigned user identification must comply with the "Rules of Behavior" which is Exhibit A to AP 6-7.

County departmental users who are information system administrators/owners must comply with the Information Security System and Data Owners' Handbook ("ISSaDOH") which is Exhibit B to AP 6-7. The ISSaDOH adopts and is consistent with NIST Special Publication 800-53.

Contractor acknowledges and must advise its personnel who provide information system configuration services that pursuant to the ISSaDOH, system owners must set or comply with articulated rules for: system, general data, and sensitive information access; user authentication; system maintenance and updates, audits; system configuration maintenance and modification (for both local and cloud-based systems); contingency in the event of system failure; data backup; security incident notification; physical access to facilities and housing systems; transportation of system media and components; reporting of security incidents; and remediation of security vulnerabilities. Contractor acknowledges that any system design, configuration, customization, or implementation that exists within or interfaces with County information systems must comport with County information security and privacy engineering principles and the County's information system architecture.

If Contractor will be using remote servers hosted on the Internet to store, manage, and process data, then Contractor must either:

- A) Certify that as of the date of Contract signature and throughout its performance that Contractor is FedRAMP Ready/Authorized Low; or.
- B) Provide a third-party's verification that Contractor is NIST 800-53 Low (minimal) compliant prior to contract signature, maintain NIST 800-53 Low compliance throughout Contractor's performance, and provide to the County within 30 business days of request a third party's most recent verification of the Contractor's NIST 800-53 Low compliance. Failure to provide the certification within the timeframe requested or failure to provide the certification for the most recent year of the Contractor's performance is grounds for the County to terminate the Contract for default.

In the event Contractor does not meet the security requirements of this provision, Contractor must notify the County prior to Contact signature so that the County may initiate the risk management assessment process set forth in AP 6-7 in Attachment D, ISSaDOH, Section 14.

The Contractor may be afforded remote access privileges to County Information Resources, or otherwise work on or interface with County Information Resources, and must ensure that the County's Information Resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Security Procedure (AP 6-7). The County reserves the right to update AP 6-7 at any time, and such updates will be deemed binding upon the Contractor.

The Contractor will also have access to County data that may be of a confidential or privileged nature. Contractor personnel working at County locations will wear County-issued identification badges and sign County furnished Non-Disclosure or Confidentiality Statements prior to commencement of work under the Contract. At the County's discretion, Contractor personnel may be required to vacate County premises immediately if it is determined that the Contractor personnel may have accessed confidential data for non-business-related purposes, unrelated to work under the Contract, or that Contractor's employees may be involved in an illegal use of confidential data.

The above discussion does not relieve the Contractor from any requirements in the General Conditions of Contract attached to this RFP. Contractors are reminded to review all security-related requirements in the General Conditions of Contract, including those related to HIPAA.

11.3 Use of County's Name

The existence of any resultant Contract and its terms are public information under the Maryland Public Information Act. Contractor acknowledges, however, that while the County may be listed as Contractor's customer in advertising, sales promotion or other materials, the Montgomery County Code prohibits Contractor from reproducing any County symbols (including without limitation the County's coat of arms, flag, or insignia, or any County department symbols) in any such promotional materials. Further, to be consistent with the County's ethics laws, Contractor's statements regarding any resultant Contract must not create the impression of any endorsement by the County of the Contractor in particular beyond the fact of the existence of and resultant Contract. Failure to comply with this requirement by the Contractor shall constitute a material breach of this Contract.

11.4 Regeneration of Lost or Damaged Data

With respect to any data which Contractor has lost or damaged, Contractor must, at its own expense and to the extent possible, promptly replace or regenerate such data from the County's machine-readable supporting material, or obtain, at Contractor's own expense, a new machine-readable copy of lost or damaged data from the County's data sources. The Contractor shall not be responsible for any expenses that are the result of the failure of the County to maintain backup data in accordance with County procedures, unless the Contractor caused such failure.

12 SECTION I - ETHICS

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

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:

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

13 SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

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

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

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

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

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

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

<http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;

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

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

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

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

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

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<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	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See

for errors, omissions

Attach.

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

and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

Certificate Holder

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

*Professional services contracts only

B. Payment Card Industry Compliance:

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

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 Attach.

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

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

Certificate Holder

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

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:
In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement

from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

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

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon

issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

PMMD-45. REVISED 07/2022

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

ATTACHMENT A

REFERENCES
(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 for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

ATTACHMENT B

COST AND PRICE REQUIREMENTS

By submitting your proposal, offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the proposed awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.
- C. Offeror's Certification of Cost and Price information (the form on which to enter this information can be downloaded at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)).

ATTACHMENT C**MANDATORY INSURANCE REQUIREMENTS****MANDATORY MINIMUM INSURANCE REQUIREMENTS** – County website re-design services including cloud hosting services

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

Commercial General Liability

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

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

Worker's Compensation/Employer's Liability

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

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

Cyber / Professional Liability Insurance, in an amount not less than **ten million dollars (\$10,000,000)** per claim, covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for unauthorized access, failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland hereunder. The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability. Coverage shall include loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright or trademark infringement liability due to County's use of Supplier's Products or Services.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policy(s) if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

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

Certificate Holder

Montgomery County, MD
Technology & Enterprise Business Solutions \ Donna Potisk
101 Monroe St., 13th Floor
Rockville, MD 20850

RFP #1155635

ATTACHMENT D

Administrative Procedure 6-7 – Information Security

Attachment E



Local Small Business sub-contracting participation plan for RFP # 1155635

Montgomery County Department of Technology and Enterprise Business Solutions strongly encourage the contractor to subcontract to certified Local Small Businesses (LSBs). If the total LSBs participation is equal to or exceed 10% of the total contract value, 5 points (5% of the total evaluation points) will go toward its LSBRP subcontracting Participation. The subcontractor must be certified by Montgomery County as a Local Small Business on www.mcipcc.net

Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____

The percentage of total contract dollars, including modifications and renewals, to be paid to all certified local small business subcontractors, is _____% of the total dollars awarded to Contractor.

1. Sub-Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____
 The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

(continued)

2. Sub-Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____
 The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

3. Sub-Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____
 The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

4. Sub-Contractor's Name: _____
Address: _____
Phone Number: _____
Email: _____
Contact Person's Name: _____
Contact Person's Title: _____
The percentage of total contract dollars to be paid to this subcontractor: _____
This subcontractor will provide the following goods and/or services: _____

(Add more pages and subcontractors as necessary)

For any question, please contact Michael Brown at Michael.Brown@montgomerycountymd.gov

MEMORANDUM

May 2, 2023

TO: Government Operations and Fiscal Policy Committee
FROM: Dr. Costis Toregas, Council IT Adviser
SUBJECT: FY24 Operating Budget for Technology and Enterprise Business Solutions (TEBS)

Expected to attend:

Gail Roper, Chief Information Officer, TEBS
Allison Dollar, TEBS
Senior members of the TEBS team
Seamus McNamara, Office of Management and Budget

Documents for Committee review:

- Att 1 April 26, 2023 staff packet (©1-27)
- Att 2 Detail on TEBS vacancies (©28-32)
- Att 3 CE Memo on lapse strategies (©33-37)
- Att 4 High level new County web site description (©38)
- Att 5 Phasing detail for new County web site (© 39)
- Att 6 RFP for new County web site (©40-74)

TEBS FY24 Operating Budget

FY24 COUNTY EXECUTIVE RECOMMENDATION

TEBS	FY23 Approved	FY24 CE Recommended	Change from FY23 Approved
Total Expenditures (General Fund)	\$50,992,147	\$54,020,715	5.94%
Personnel Costs	167 FTEs	172.75 FTEs	3.0%
Operating Costs	\$27,431,217	29,740,923	5.2%

Council staff recommends the following:

1. Place the following items which represent a direct increase over FY23 approved levels on the Reconciliation list with the indicated priorities
 - a. Website initiative \$1,500,000 with High Priority
 - b. MF/Customer Identity/Access Management \$200,000 with High Priority
2. Support the balance of the TEBS Recommended budget at the level of \$52,320,715 (original recommendation of \$54,020,715 less the two Reconciliation items of \$1.5m and \$200k)
3. Accept the vacancy and lapse strategies included in the budget in order to support the continued rebuilding of the TEBS personnel infrastructure.

Introduction

The GO Committee met and reviewed the recommended TEBS operating budget on April 26, 2023. The detailed Council staff packet and recommended programs are on ©1-27. Before taking a final vote, the Committee chair requested additional information regarding the TEBS staff complement, and the vacancies and lapse assumptions in the recommended budget. The questions, and Executive answers where available, are listed below. Additional information may be provided by the Executive during the Committee worksession on May 5, 2023.

Questions on April 26, 2023:

1. Cross reference the recruitment status and Vacancy tables so specific positions are identifiable in both. CM Friedson suggested labels such as BUDGETED, TOTAL & LAPSE ASSUMED
2. 2. Indicate positions "absorbed" from Cable plan. Define "absorb" and discuss relationship with unplanned vacancies in TEBS budget
3. 3. Identify contractor conversions, and say whether they are currently included in the 42 vacancies in the report

TEBS response

1. See attached spreadsheet on ©28-32, under Status column.

TEBS does not specify lapse positions, instead we meet \$2.2M lapse target through keeping positions vacant and through vacancies and retirements. \$2.2M is equivalent to approximately 17 Sr IT Specialist positions.

Status in the recruitment process
Of the 42 positions identified, updated breakdown:

Status (Updated 4/27/2023)	Count of Position	Sum of Total PC Associated with Vacancies
Development of PD and Job Ad	16	2,225,716.87
Interviews scheduled	2	260,746.78
Open Recruitment	4	620,435.60
Position filled	2	294,250.58
Pre-Development	11	1,473,898.66
With HR recruiters to post recruitment	6	768,307.98
Working with OHR on offer to candidate	1	137,460.62
Grand Total	42	5,780,817.09

- Positions transferred from Cable to GF
FY23 Cable personnel costs absorbed by General Fund: \$445,093 (one-time saving)
FY24 Cable personnel costs to be absorbed by General Fund: \$759,396

FY23: One time shift from Cable to GF

Filtered for Bautista, Feng, Herrera, Webster, Williams (data tab)				
Row Labels	im of Account Coc	Sum of Amount	Q2 (3 pp)	FY23 (10 pp)
Group Insurance	260010	2671.75	\$ 8,015.25	\$ 26,717.50
Retirement	318104	2270.93	\$ 6,812.79	\$ 22,709.30
Salaries and Wages	400602	30111.51	\$ 90,334.53	\$ 301,115.10
Social Security	510020	2224.96	\$ 6,674.88	\$ 22,249.60
Grand Total	\$ 1,488,736.00	\$ 37,279.15	\$ 111,837.45	\$ 372,791.50
Bodner				
Row Labels	im of Account Coc	Sum of Amount	2Q (5 pp)	FY23 (12 pp)
Full Time Salaries	50010	4287.96	21439.8	51455.52
Group Insurance	52002	534.35	2671.75	6412.2
RSP (Retirement Saving)	53016	381.15	1905.75	4573.8
Sick Leave Pay	50112	476.44	2382.2	5717.28
Social Security- FICA	102004	345.24	1726.2	4142.88
Grand Total	\$ 307,144.00	\$ 6,025.14	\$ 30,125.70	\$ 72,301.68
Total:				\$ 445,093.18

FY24: Permanent transfer from Cable to GF

FROM DEPT	TO DEPT	New Labor	FTE	PC\$
CTV TBS 34 OBP FiberNet Engineering and Operations	TEBS TBS 34 CIO Strategy and Planning	001.C34300	1	174,149
CTV TBS 34 OBP FiberNet Engineering and Operations	TEBS TBS 34 OBP FiberNet Engineering and Operations (GF)	001.C34641	1	172,952
CTV TBS 34 OBP FiberNet Engineering and Operations	TEBS TBS 34 OBP FiberNet Engineering and Operations (GF)	001.C34641	1	169,502
CTV TBS 34 OBP FiberNet Engineering and Operations	TEBS TBS 34 OBP FiberNet Engineering and Operations (GF)	001.C34641	1	242,794
TOTAL				759,396

Absorbing means covering expenses without additional funds being added to the budget. TEBS is able to do this through vacancies, including unplanned vacancies, retirements, underfilling, etc.

3. Contractor conversions

Contractor conversions (not on spreadsheet)

Hired Date	Position	Salary
10/10/2022	019115.Senior Information Technology Specialist.000551.FT.P.	109,000.00
11/7/2022	000794.Senior Information Technology Specialist.000551.FT.P.4	130,167.00
6/6/2022	012591.Information Technology Expert.000550.FT.P.3	151,684.00
10/24/2022	014512.Senior Information Technology Specialist.000551.FT.P.2	120,000.00
2/13/2023	000777.Senior Information Technology Specialist.000551.FT.P.3	110,000.00

Contractor conversions (on spreadsheet)

HR Org Name (If Changing)	Position	Budget \$
TBS 34 OBP Network Operations Center (NOC)	016459.Information Technology Specialist III.000552.FT.P.3	153,944.00
TBS 34 OBP Network Operations Center (NOC)	016460.Information Technology Specialist III.000552.FT.P.5	153,944.00
TBS 34 OBP Network Operations Center (NOC)	013973.Information Technology Specialist III.000552.FT.P.2	132,718.00
TBS 34 OBP Network Operations Center (NOC)	013266.Information Technology Specialist III.000552.FT.P.1	92,389.00
TBS 34 OBP Network Operations Center (NOC)	016272.Information Technology Specialist III.000552.FT.P.4	132,718.00
TBS 34 OBP Network Operations Center (NOC)	013858.Information Technology Specialist III.000552.FT.P.5	102,596.00
Total \$		768,309.00

Questions on May 1, 2023

1. A deeper discussion of the 27 vacant positions – 16 in the Development and 11 in pre-Development. It would be helpful to understand the exact roles of these positions and the likelihood they will be filled in the coming year.
2. How many contracts are they looking to convert this year into positions and are some of those part of the 27 vacant positions?
3. Clarification on the response that TEBS used \$2.2M in vacancies and retirements to meet the \$2.2M lapse target and what that means if that includes the 27 positions in Development/Pre-Development.

Answers to these final set of questions will be provided and discussed by Executive staff during the GO worksession on Friday May 5, 2023.

The Executive provided a memo to the Council President on April 28, 2023 (on ©33-37) regarding positions funded in the FY24 budget; the Council will be reviewing this information at the enterprise level, but the Committee may want to take stock of the rationale that the Executive proposes for the handling of all vacancies.

Council staff has discussed the impact of further cuts in vacancies or increased lapse targets with the Office of Management and Budget; OMB is of the opinion that further reductions in personnel support in the form of position eliminations beyond strategies already suggested in the FY24 recommended budget may have a detrimental effect on TEBS’ ability to fulfill its mission. Council staff believes that TEBS is solidly on the road to a strong infrastructure of both personnel and equipment/software

after years of insufficient support, and that the **FY24 TEBS budget should be supported at the level recommended by the Executive** (less the two increases that will be placed on the Reconciliation list).

New County web site project

In addition, the Committee requested additional detail on the new County Web Site development effort; the Executive provided a high-level overview of the project (on ©38), a description of the development phases (on ©39) and a copy of the Request for Proposals which will be used for scoping purposes as well as selection of development partners (on ©40-74). Given the increased importance of a single, enterprise-wide place where residents, businesses and visitors can go to find information on County services and activities, as well as the commitment of TEBS to integrate opportunities for an interoperable MC311 design as well as the use of apps and AI chatbots, Council staff **recommends its inclusion on the Reconciliation list as a High Priority**.

MEMORANDUM

April 21, 2023

TO: Government Operations and Fiscal Policy Committee
FROM: Dr. Costis Toregas, Council IT Adviser
SUBJECT: FY24 Operating Budget for Technology and Enterprise Business Solutions (TEBS)

Expected to attend:

Gail Roper, Chief Information Officer, Department of Technology & Enterprise Business Solutions (TEBS)
Allison Dollar, TEBS
Senior members of the TEBS team
Seamus McNamara, Office of Management and Budget

Documents for Committee review:

1. Budget submission detail (©1-8)
2. TEBS new organization (©9)
3. TEBS Vacancies as of March 3, 2023 (©10-12)
4. April 18, 2023, CP memo to CE on reductions associated with position vacancies (©13)
5. RESJ TEBS review (©14-16)

TEBS FY24 Operating Budget

FY24 COUNTY EXECUTIVE RECOMMENDATION

TEBS	FY23 Approved	FY24 CE Recommended	Change from FY23 Approved
Total Expenditures (General Fund)	\$50,992,147	\$54,020,715	5.94%
Personnel Costs	167 FTEs	172.75 FTEs	3.0%
Operating Costs	\$27,431,217	29,740,923	5.2%

Council staff recommends the following:

1. Place the following items which represent a direct increase over FY23 approved levels on the Reconciliation list with the indicated priorities
 - a. Website initiative \$1,500,000 with High Priority
 - b. MF/Customer Identity/Access Management \$200,000 with High Priority
2. Support the balance of the TEBS Recommended budget at the level of \$52,320,715 (original recommendation of \$54,020,715 less the two Reconciliation items of \$1.5m and \$200k)
3. Postpone discussion of vacancy and lapse strategies until the Executive’s non-recommended reductions are received and reviewed by April 28, 2023.
4. Discuss RESJ performance and ensure continued TEBS progress towards RESJ County goals
5. Ask OMB to consider creating a new NDA for FY25 that consolidates all software, licensing and other costs that are destined for all County departments’ use

Introduction

The mission of the Department of Technology and Enterprise Business Solutions (TEBS) is listed in ©1 of the budget submission:

“... to be responsive, collaborative, and innovative in providing technology solutions and services to facilitate the delivery of a wide range of services in all branches of government. The Department strives to provide its solutions and consultative services in a cost-effective, timely, and high-quality fashion to reduce service times, avoid inflated costs, reduce information security risk, and improve the quality of County services through automation-assisted process improvement. The Department facilitates business and reengineering processes to improve legacy workflow and streamline services to our customers....”

The total recommended FY24 Operating Budget for TEBS is **\$54,020,715**, an increase of \$3,028,568 or 5.94 percent from the FY23 Approved Budget of \$50,992,147. The detail is shown in ©1-8. The department has undertaken a major transformation and reorganized its operating divisions into 5 program areas; their names along with the budget allocation proposed are shown in the Table below, and the new organizational structure can be seen in ©9.

	FY24 Recommended \$	FY24 Recommended FTEs
Digital Transformation	\$ 16,239,051	41.75
Broadband Programs and Infrastructure Modernization	\$ 9,073,324	33
Chief Information Officer	\$ 13,507,506	56
Public Safety Programs and Regional Interoperability	\$ 6,658,978	14
Strategic Partnerships	\$ 8,541,856	28
TOTALS	\$ 54,020,715	172.75

A number of high level observations can be made about this TEBS FY24 recommended budget:

- It includes a major reorganization that ties management of the enterprise more directly to strategies and County priorities (including a new program area that explicitly supports public safety communications).
- It continues to expand investments in cybersecurity and migration to cloud-based technology. Most of these expenses are currently shown as increases in the TEBS budget, but the increases may reflect higher user counts in all County departments. The good practice of Device Client Management (DCM) as an NDA can perhaps be copied and used for software distribution to all user departments in future budgets rather than continue to be shown as a TEBS expense.
- A significant number of positions in technology infrastructure previously funded as part of the Cable Plan is now absorbed within the TEBS budget; the GO Committee has been asking the Executive to reduce the reliance of mission critical items on the Cable Fund where revenues are diminishing every year, and he has done so this year.
- A major initiative to rethink communication to the residents (spurred by the Customer Service initiative deployed from 2020-22 and the OLO recent report on “How the County communicates to its residents”) is proposed with the creation of a new web site. It is a much-needed step forward that the Council should embrace and support. The Council’s ideas and needs should be explicitly provided in the early stages of project development so that the design, technology platforms and user approaches can reflect Council priorities.

Individual program reviews

Digital Transformation

The Office of Digital Transformation provides a digital vision for the County to meet the County's priority objectives, enhance the value of services provided to stakeholders, and lower the overall cost of service delivery. The Office of Digital Transformation is responsible for ensuring that the enterprise's business strategy is optimal, given the current and evolving digital realities, opportunities, and threats. The Chief Digital Officer leads the Office of Digital Transformation and champions the use of information, data, and technology in improving the business model of County stakeholders, innovating upon all aspects of the business, and creating business success for Montgomery County.

The Office of Digital Transformation is responsible for Geographic Information Systems (GIS), Web Solutions, Data Services, Technical Support and Enterprise Resource Planning (ERP) which includes Human Capital Management, Payroll/Comp/BI, Security and System Administration, and Financials.

	FY23 Approved	FY24 Recommended	Change
Expenditures	\$13,374,669	\$16,239,051	\$2,864,382
FTEs	36.75	41.75	5.0

There are increased costs due to software maintenance agreements and internal transfers. The major new recommended program is a “web initiative” that is listed at an additional \$1,500,000 cost. In the ECON Committee discussion, and again in the GO discussions, Council staff suggests the following issues to be discussed to ensure a good understanding of this important item in the TEBS recommended budget:

- How does the effort align and learn from the recent Office of Legislative Oversight report on current processes through which the County communicates to its residents?
- How will the web experience connect and support the current centralized phone system, called MC311, that collects and responds to resident concerns? Will it replace the system, act in isolation from it or somehow integrate itself in a higher-order project which includes both?
- How will the concerns and needs of Council offices be incorporated in the web design?
- What is the timeframe for the design, procurement and implementation of the proposed system?

Council Staff recommends support for the new web site. As it is an increase over prior year expenditures, the item would be incorporated in the Reconciliation list, and Council staff recommends listing it as High Priority given the impact it will have on all residents and business in the County

Broadband Programs and Infrastructure Modernization

The Office of Broadband Programs (OBP) is responsible for Countywide broadband governance, planning, implementation, and operations; encouraging broadband related economic development; and enabling digital equity initiatives. This Office leads the County Executive's digital equity programs; manages the County's cable television and telecommunications franchise agreements and the Cable Revenue Fund; ensures that consumer cable and broadband services are of high quality and that communications providers comply with safety and construction codes; enforces cable and broadband customer service requirements; promotes community and civic engagement through Public, Educational, and Government (PEG) programming utilizing multi-media platforms; and manages the County's FiberNet fiber optic network and related broadband services. FiberNet is the County's critical infrastructure communications network that enables all email, video, Internet access, and Cloud services, and supports County voice telephony, broadband, and networking for MCPS, MC, HOC, M-NCPPC, and WSSC Water.

Infrastructure Modernization: OBP is responsible for modernizing and maintaining the County's infrastructure supporting FiberNet, voice, and broadband services as well as the County's data center infrastructure.

Telecommunication Solutions: The Enterprise Telecommunications and Services Division (ETSD) provides integrated communications services and solutions for County government departments and agencies, including MC311. ETSD is responsible for the programming, operation, and maintenance of the County's telephone system and related services, e.g., voicemail and automatic call distribution (ACD).

	FY23 Approved	FY24 Recommended	Change
Expenditures	18,759,595	\$9,073,324	- \$ 9,686,271
FTEs	57.6	33	-24.6

There are no increases over the FY23 budget; indeed there is an overall major decrease, and a position is added originally shown in the Cable Plan.

Office of the Chief Information Officer

The Office of the Chief Information Officer (OCIO) prioritizes the enterprise agenda for technology strategy. The OCIO focuses on strategic business outcomes which include alignment with the business goals of the organization, IT Strategy and Planning, the IT project portfolio, IT Project Management Office (PMO), IT performance measurement, IT organizational change management, One Face Forward initiative, IT methodologies and trend decisions, IT vendor management, finance and human resources, and Infrastructure and Cloud Services.

The OCIO remains focused on dealing with vendor relationships, and identifying and introducing new ways of doing business including the emphasis on consultative services to departments. The OCIO is strategic in engaging with business executives and the political body. The OCIO defines policy development that protects and defines data security by working closely with the Chief Information Security Officer.

	FY23 Approved	FY24 Recommended	Change
Expenditures	12,095,096	\$13,507,506	1,412,410
FTEs	51.0	56.0	5.0

This budget has no increases over FY23 with the exception of an M III position that is shifting from the Cable Fund. This program area is where the cybersecurity programs are managed, and the CIO has indicated readiness to discuss metrics of success in that important area in Closed Session at the Committee's pleasure.

Public Safety Programs and Regional Interoperability

The newly created Office of Public Safety Programs and Regional Interoperability (OFPS) is responsible for the strategic planning and consultative design, implementation, operation, and maintenance of mission-critical county-wide and regionally integrated public safety systems and services. OFPS will assist in the identification and adoption of emerging public safety technologies. OFPS will look to leverage new and existing public safety programs within the National Capital Region (NCR). Radio Communications Services (RCS) is responsible for (24-hour) operations and

maintenance of the County's 800 MHZ radio and mobile communications systems and infrastructures that supports public safety and public service departments/agencies. RCS manages the newly created radio life-cycle replacement program.

The Public Safety Data System (PSDS) is responsible for (24-hour) operations and maintenance of the 9-1-1 Computer Aided Dispatch 43-4 General Government FY24 Operating Budget and Public Services Program FY24-29 (CAD) system and processes working collaboratively with the Emergency Communications Center (ECC) senior management. PSDS manages the CAD system upgrade program and integration of the advance messaging and responder location program.

As a newly created program office, there are no comparable expenses from FY23, but simply transfers from existing assignments in structures that no longer exist.

	FY23 Approved	FY24 Recommended	Change
Expenditures	N/A	\$6,658,978	N/A
FTEs	N/A	14.0	N/A

Strategic Partnerships

The Office of Strategic Partnerships (OSP) supports innovation by bridging the gap between County departmental business partners and technology solution providers to accomplish quick and agile solutions that address longstanding technological or work challenges facing departments. The Chief Technology Officer oversees this office and manages business process reengineering and maintains a consulting relationship with all department partners. OSP directs the planning to ensure alignment of required goals to support enterprise business demands. OSP focuses on envisioning how departmental technology and business needs can be better supported to improve service to our customers. OSP establishes cloud governance, architecture, and best practices, and implements cloud solutions. This office pushes technology services from an administrative, back-office function to a strategic partner for departments in innovating service to residents.

OSP manages DevOps & Server Support, Employee Productivity Services, Enterprise Cloud Solutions, Enterprise Services, Infrastructure & Cloud Services, and Low Code Governance and Administration, which manages the deployment and governance of low code platforms to meet aggressive delivery timetables of applications and for faster iterative updates, while deploying to the customer or public end-users.

	FY23 Approved	FY24 Recommended	Change
Expenditures	\$6,762,787	\$8,541,856	\$1,779,069
FTEs	23.0	28.0	5.0

This program has position shifts due to reorganization, and an item that represents a budget enhancement: Multifactor Authentication (MFA), Customer Identity and Access Management item for \$200,000. Given the critical nature of cybersecurity expenditures, the Committee should included in the Reconciliation list with a High Priority designation.

Vacancies analysis

TEBS has 42 positions that are vacant as of March 3, 2023 with a total cost of \$5,780,817. Here is a summary table of these positions by length of time; the full Table appears on ©10

Less than a year	19 positions vacant	\$ 2.7m
1-2 years	4 positions vacant	\$ 550k
2-5 years	10 positions vacant	\$ 1.3m
5-8 years	8 positions vacant	\$ 982k
Over 10 years	1 position vacant	\$ 118k

In order to understand the reasons for this large number of vacancies, Council staff asked the following question: Provide impact of eliminating vacant positions held open more than 5 years

Here is the response received from the Executive:

Of the 42 positions identified this the chart above, here is the breakdown:

- Recruitment Status:
 - 12 Pre-Development
 - 15 Development of PD and Job Ad
 - 6 Reclassifying, preparing to submit to HR
 - 1 With HR Recruiters to post
 - 4 Active Recruitment
 - 1 Interviews Scheduled
 - 1 Candidate Selected- offer pending
 - 2 Positions Filled

TEBS has 12 positions that are considered “vacant” but they are in pre-development, which means they are being evaluated to ensure they are aligned with TEBS strategic priorities. We would also like to maintain some flexibility in our vacancies to ensure capacity to address ongoing/upcoming projects and finding ways to implement newer technologies.

TEBS Strategic Priorities: Improving service to the public through digital transformation, establishing an IT governance framework, addressing core business systems that old and expensive to maintain, and aligning our IT project portfolio to encompass equity solutions.

TEBS continues to move the IT organizational design from a maintenance-oriented operational model to one designed around rapid delivery and consulting services. TEBS designed an organizational structure that emphasizes strategic alignment and fiscal accountability and initiated a comprehensive reorganization to support our strategic goals and to better align talent. TEBS adopted an organizational transformation strategy to advance the capabilities of the TEBS organization. TEBS is developing an IoT strategy to gain value from data generated by connected sensors and smart devices to integrating network protocols and data formats. TEBS reviewed, analyzed, and adopted a plan to address employee skills to promote an upskilling curriculum for each TEBS employee, and made performance management a mandatory process for each supervisor without exception. TEBS adopted a human capital strategy, which includes the following:

- Working to create new job classifications that better align with the work we are doing.
- A level set occurred first quarter of FY23 and recruitments were placed on hold to ensure all recruitments support department wide strategic goals.
- Updated TEBS internal recruitment process to improve efficiencies and ensure compliance with OHR policies while ensuring to address diversity, equity, and inclusion
- Implemented a Contractor Management Strategy, which includes converting contractor positions to merit, and eliminating contractor positions.
- Implemented mandatory training for all TEBS employees; 3 hours from preselected list and 7 hours discretionary, 10 hours total.

In addition, Council staff asked:

What keeps OMB from eliminating the very old ones (say longer than 2 years) in order to produce some immediate FY24 savings? The budget shows a \$1,110,061 one time budget adjustment due to higher than expected vacancy positions, but could this adjustment be made permanent? And more far-reaching?

And the Executive response:

FY24 additional adjustments recognize the high level of vacancies and the expectations of departments making reasonable efforts to fill necessary vacancies within the fiscal year. However, not all of these positions will be filled during FY24, and these adjustments recognize that reality. TEBS represents a unique case where industry hiring practices have made it difficult for the department to hire FTE's under the constraints of OHR's position classifications. OMB understands that TEBS is working with OHR to remove that barrier and is working aggressively to fill positions. OMB and TEBS do not support making the one time budget adjustment permanent.

The Council President sent a memo to the County Executive on April 18, 2023, (see ©13) requesting a list of vacancies in each department that could be unfunded with the least amount of impact (non-recommended reductions). That list is expected on April 28, 2023, which is two days after the GO Committee meeting reviewing the TEBS operating budget. The chair may want to wait until the receipt of the Executive recommendations before taking actions on the TEBS vacancies.

In order to better understand the activities and changes within the recommended budget in key areas, Council staff raised a number of questions, and received the following responses from the Executive branch. It might be helpful for the Committee to review each answer and provide suggestions and direction during the worksession.

Racial Equity and Social Justice score

Each Council analyst is asked to present the outcome of the RESJ tool for the department under consideration, its justification and comments. TEBS has not fared well, and the final score given by the CE's office of RESJ was 0 (see detail in ©14-16). Council staff is aware of the key role TEBS

plays in accomplishing RESJ goals in the community for all County departments providing technology resources and training, and also of the strides made to improve diversity in all ranks of TEBS employees, so a question was raised regarding the mismatch between that perception and the score given through the Score card process. Here is the Executive response:

TEBS is working with the ORESJ to better communicate the work we are doing to improve diversity and have this accurately reflected in the RESJ tool score. Below are some current initiatives and innovations.

CURRENT INITIATIVES

- Expand community partnerships to deploy an additional 32,000 free laptop computers to low-income seniors and families living in affordable housing developments, enroll 20,000 families in the Affordable Connectivity broadband subsidy program (ACP), and seek additional Maryland and Federal broadband grant funding to expand MoCoNet, the County's residential broadband network at affordable housing developments.
- Expand corporate digital equity partnerships to grow youth STEAM programs and internships, enhance digital media and cyber awareness skills, and expand intergenerational digital equity programs.
- Engage with community partners to expand access and awareness of how to use the TEBS-created Police Accountability Board electronic complaint form reporting system, including expanding awareness among immigrants and to residents in languages other than English.
- 46% of FiberNet sites provide access to County sites (including, public school buildings, Montgomery College campuses, Libraries, and Recreation Centers), which provide free public WiFi by low-income families, Blacks and Latinos, and seniors who are twice as likely as wealthier, white Asian and younger households to have home internet access.

INNOVATIONS AND PRODUCTIVITY IMPROVEMENTS

- Built community partnerships and leveraged open source tools to target distribution of 50,000 free laptop computers to low-income residents. Low-income residents are only 21% of County households and Black and Latinos are 29% of County households; but are respectively 60% and 43% of households without computers. 84% Montgomery Connects computers were distributed were distributed to low-income residents, 77% to Blacks and Latinos, and 65% to low-income Black and Latino residents.
- Winner of three Alliance for Community Media awards for Black History, African Heritage, and Public Meeting programming, recognizing County Cable Montgomery's achievements to highlight the rich cultural heritage and diversity Montgomery County.
- Implemented process efficiencies in equipment provisioning to simplify MoCoNet high speed broadband installations for consumers. As a result, staff productivity improved by 50% and enhanced digital equity access for seniors, immigrants, and low-income families was delivered.

- Offering livestream support to departments for hybrid and online public meetings to improve production quality, expand interactive capabilities for public participation, and simultaneously live stream to up to eight social media platforms.

Committee members may want to discuss the dissonance between perceptions and ensure that progress continues to be made in this vital area.

In addition to these questions, the following questions related to “outward facing” technology expenditures in the TEBS budget will be discussed in the ECON Committee in their April 21, 2023 worksession. A recommendation should be forthcoming to the GO Committee after the worksession.

1. **Define progress made** in reducing the digital gap – can you provide metrics for success with the distribution of 50k laptops? in broadband delivery using ARPA and other intergovernmental funds? Citing the processes, you plan to use in order to gauge the success of hardware and training distribution programs would be a good start to metric development

The metrics for success include reviewing federal and state data, and implementing whenever possible, additional means to track progress to provide devices, expand broadband access, and provide digital skills training to low-income residents, Black, Latino, and senior residents, and to identify additional support provided to immigrant communities, job seekers, and youth STEAM programs.

Computer For You Preliminary Computer Distribution Data:

- 81% or 40,500 computers provided to families earning less than \$50,000/year
- 75% or 37,500 computers provided Blacks and Latinos
- 65% or 32,500 computers provided Blacks and Latinos in
- 11% or 5,000 provided to seniors over the age of 60

Affordable Connectivity Program (ACP) Broadband Subsidy Program (\$45 off per month)

- 17,182 families enrolled in \$45/month ACP broadband discount program with direct enrollment support provided to 1,200 families

Senior Planet Montgomery (Projected FY23)

- 3,959 lecture and workshop participants, and 201 multi-week course graduates
- 435 sessions offered providing 640.5 hours of instruction (284 single session lectures and workshops and 17 5-week courses)
- 95% of participants found the courses useful, 93% rated their instruction high, and 90% would recommend Senior Planet Montgomery to a family or friend.
- 81% of participants state their quality of life has improved after taking a course, 78% feel more connected to family and friends, 73% feel more confident living independently, and 72% have more access to health information.
- Senior Planet Montgomery will also expand programs assisting seniors with budgeting, online banking, and small business creation to assist in closing the wealth gap.

MoCoNet Residential Broadband (Projected FY23)

- 5 residential affordable housing communities served
- 275 MoCoNet 100 Mbps subscribers
- 61% MoCoNet subscriber penetration rate

In addition, Montgomery County, in partnership with Montgomery College, WorkSource Montgomery, and the Wireless Industry Association will implement an FY23 grant in FY24 to offer 5G Broadband Bootcamp Training Program from October 2023 to October 2024.

Projected Outcomes:

- 75 participants with a specific focus on recruiting underemployed youth aged 16 to 26, African Americans, Latinos, women, veterans, and others who are traditionally underrepresented in the technology field technician workforce.
- 60% of program participants, during a program year, will achieve measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.
- 50% of participants who enrolled in the 5G Broadband Job Training Bootcamp will attain an industry recognized credential during participation in or within one year after exit from the program.
- 77% of those who obtain an industry recognized credential will be in unsubsidized employment during the second quarter after exit from the program.

2. In the Digital Transformation budget, there is a new \$1.5m item to develop a comprehensive County web site. What are **the deliverables from such a project, and their time frame?** and will there be savings in departmental web site budgets in FY24 or FY25?

The deliverable will be a Next Gen web experience, a modernized cloud-based website with enhanced search capabilities with better access for residents.

Potential savings in the future? There may be cost saving determined in the future, the immediate savings will be in time and efficiency.

3. Are there new **AI and ChatGPT technologies implementation** plans that will help the general public and residents, businesses and visitors transact their business with the County? And are there pilots planned and will there be a budget impact on involved operations?

At this time TEBS does not have a budget request for AI and ChatGPT. TEBS continues to examine and envision how investments in Artificial Intelligence (AI) can bring efficiency in decision making and problem solving, enhanced security, and foster effective decision making across the enterprise. TEBS continues to research AI solutions that boost customer service, resident expectations, and their experiences with government services.



Technology and Enterprise Business Solutions

RECOMMENDED FY24 BUDGET
\$54,020,715

FULL TIME EQUIVALENTS
172.75

✻ **GAIL M. ROPER**, CHIEF INFORMATION OFFICER/DIRECTOR

MISSION STATEMENT

The mission of the Department of Technology and Enterprise Business Solutions (TEBS) is to be responsive, collaborative, and innovative in providing technology solutions and services to facilitate the delivery of a wide range of services in all branches of government. The Department strives to provide its solutions and consultative services in a cost-effective, timely, and high-quality fashion to reduce service times, avoid inflated costs, reduce information security risk, and improve the quality of County services through automation-assisted process improvement. The Department facilitates business and reengineering processes to improve legacy workflow and streamline services to our customers.

TEBS is responsive by providing measurable solutions and services to internal and external partners, customers, and constituents, when and where they are needed; securely enabling County employees to provide quality services and information to internal entities, residents, and businesses; and enhancing project management to improve contract management and overall performance.

TEBS is collaborative as it provides expert consultative service to partners including internal customers, external agencies, and the public and private sectors to increase the productivity of County government, businesses, and residents; and to assist with technology enabled economic, workforce development, and community digital equity initiatives.

TEBS is innovative as it identifies and implements technology solutions to address business needs that enhance value and enable continuous measurable improvement.

BUDGET OVERVIEW

The total recommended FY24 Operating Budget for the Department of Technology and Enterprise Business Solutions is \$54,020,715, an increase of \$3,028,568 or 5.94 percent from the FY23 Approved Budget of \$50,992,147. Personnel Costs comprise 45.80 percent of the budget for 172 full-time position(s) and one part-time position(s), and a total of 172.75 FTEs. Total FTEs may include seasonal or temporary positions and may also reflect workforce charged to or from other departments or funds. Operating Expenses account for the remaining 54.20 percent of the FY24 budget.

Additional support for TEBS programs are provided and detailed in the Cable Television Communications Fund.

In addition, this department's Capital Improvements Program (CIP) requires Current Revenue funding.

COUNTY PRIORITY OUTCOMES

While this program area supports all seven of the County Executive's Priority Outcomes, the following are emphasized:

- ❖ **Thriving Youth and Families**
- ❖ **An Affordable, Welcoming County for a Lifetime**

INITIATIVES

- ★ Continue to implement an enterprise driven IT governance model that is focused on responsiveness, collaboration, and innovation by centralizing the adoption of a more agile approach to technology initiatives, expanding the use of low to no-code technologies, and developing and staffing an enterprise IT project development governance model that emphasizes a solid business strategy.
- ★ Replace and modernize the Montgomery County Government external facing website, resulting in an improved web experience evolving to meet internal and external user needs.
- ★ Continue to modernize the technology and centralize the information across Montgomery County Government, resulting in improved efficiencies, and a unified infrastructure to drive data driven decision making. This modernization is the foundation to continuously improve the overall experience for stakeholders and citizens.
- ★ Examine and envision how an investment in Artificial Intelligence (AI) can bring efficiency in decision making and problem solving, enhanced security, and foster effective decision making across the enterprise, by funding AI solutions that boost customer service, resident expectations, and their experiences with government services.

INNOVATIONS AND PRODUCTIVITY IMPROVEMENTS

- ✦ Established a governance structure and procedures within the Enterprise Office of Project Management that enabled the organization to successfully manage and deliver enterprise projects that significantly impact the organization, are highly complex, and subject to significant risks.
- ✦ Created a new Office of Public Safety Programs and Regional Interoperability (OFPS) to assist in the strategic planning, consultative designing, implementation, operations, and maintenance of mission-critical county-wide and regionally integrated public safety systems and services.
- ✦ Published the first-ever Enterprise Information Technology (IT) Service Catalog, providing departments with ongoing references to the technology services available, which will provide a simple and standardized way for departments to submit requests for new engagements. Requesters will experience a consultative and inclusive process by which their needs are discussed, solutions are evaluated, and plans are enacted to resolve the business needs. The online catalog will improve service delivery to the departments while providing TEBS with useful data for strategic planning and continuous improvement.
- ✦ Expanded cybersecurity capabilities to combat today's and tomorrow's increased information security threats by implementing next-generation Endpoint Detection and Response capabilities to further protect desktops and servers from advanced attackers and malicious software, and by implementing an Enterprise Mobile Application Management (MAM) solution, which enhances the County's data security and mobile threat protection by standardizing the list of supported applications ("apps"), instituting a required access code, and restricting the copying and saving of County data to personal mobile devices and accounts.

PROGRAM CONTACTS

Contact Leny Bautista of the Department of Technology and Enterprise Business Solutions at 240.777.2865 or Seamus McNamara of the Office of Management and Budget at 240.277.2755 for more information regarding this department's operating budget.

PROGRAM PERFORMANCE MEASURES

Performance measures for this department are included below (where applicable), with multi-program measures displayed at the front of this section and program-specific measures shown with the relevant program. The FY23 estimates reflect funding based on the FY23 Approved Budget. The FY24 and FY25 figures are performance targets based on the FY24 Recommended Budget and funding for comparable service levels in FY25.

PROGRAM DESCRIPTIONS

☀ Digital Transformation

The Office of Digital Transformation provides a digital vision for the County to meet the County's priority objectives, enhance the value of services provided to stakeholders, and lower the overall cost of service delivery. The Office of Digital Transformation is responsible for ensuring that the enterprise's business strategy is optimal, given the current and evolving digital realities, opportunities, and threats. The Chief Digital Officer leads the Office of Digital Transformation and champions the use of information, data, and technology in improving the business model of County stakeholders, innovating upon all aspects of the business, and creating business success for Montgomery County.

The Office of Digital Transformation is responsible for Geographic Information System (GIS), Web Solutions, Data Services, Technical Support and Enterprise Resource Planning (ERP) which includes Human Capital Management, Payroll/Comp/BI, Security and System Administration, and Financials.

Program Performance Measures	Actual FY21	Actual FY22	Estimated FY23	Target FY24	Target FY25
Number of enterprise resource planning (ERP) work orders completed	1,023	673	700	700	700
Number of websites and web applications supported	397	264	279	294	309
Number of Open Data datasets published	22	30	30	25	25
Enterprise resource system availability	99.93%	99.98%	99.98%	99.98%	99.98%
Success rate for business intelligence data refreshes	99.00%	99.90%	99.90%	99.90%	99.90%
Number of business intelligence data models published	114	118	120	122	125

FY24 Recommended Changes	Expenditures	FTEs
FY23 Approved	13,374,669	36.75
Add: Website Initiative	1,500,000	0.00
Technical Adj: Mid-year reorganization position shifts and adjustments	1,264,544	5.00
Increase Cost: Oracle Licenses Based on Updated County Usage	610,354	0.00
Increase Cost: Oracle Software Maintenance	49,200	0.00
Decrease Cost: Contract Support Service in ERP-Payroll, Compensation, and Business Intelligence	(210,000)	0.00
Shift: Transfer One Contractual IT Support Resource to OMB	(220,000)	0.00
Decrease Cost: Contract Support Services in ERP-Security	(270,000)	0.00
Multi-program adjustments, including negotiated compensation changes, employee benefit changes, changes due to staff turnover, reorganizations, and other budget changes affecting multiple programs.	140,284	0.00
FY24 Recommended	16,239,051	41.75

☀ Office of Broadband Programs and Infrastructure Modernization

The Office of Broadband Programs (OBP) is responsible for Countywide broadband governance, planning, implementation, and operations; encouraging broadband related economic development; and enabling digital equity initiatives. This Office leads the County Executive's digital equity programs; manages the County's cable television and telecommunications franchise agreements and the Cable Revenue Fund; ensures that consumer cable and broadband services are of high quality and that communications providers comply with safety and construction codes; enforces cable and broadband customer service requirements; promotes community and civic engagement through Public, Educational, and Government (PEG) programming utilizing multi-media platforms; and manages the County's FiberNet fiber optic network and related broadband services. FiberNet is the County's critical infrastructure communications network that enables all email, video, Internet access, and Cloud services, and supports County voice telephony, broadband, and networking for MCPS, MC, HOC, M-NCPPC, and WSSC Water.

Infrastructure Modernization: OBP is responsible for modernizing and maintaining the County's infrastructure supporting FiberNet, voice, and broadband services as well as the County's data center infrastructure.

Telecommunication Solutions: The Enterprise Telecommunications and Services Division (ETSD) provides integrated communications services and solutions for County government departments and agencies, including MC311. ETSD is responsible for the programming, operation, and maintenance of the County's telephone system and related services, e.g., voicemail and automatic call distribution (ACD).

Program Performance Measures	Actual FY21	Actual FY22	Estimated FY23	Target FY24	Target FY25
Number of telecom service requests ¹	1,500	N/A	1,496	TBD	TBD

Program Performance Measures	Actual FY21	Actual FY22	Estimated FY23	Target FY24	Target FY25
Average number of workdays to complete telecom service requests ²	0.8	N/A	7.0	TBD	TBD
Percent of time public safety radio system is fully operational	98.90%	100.00%	100.00%	100.00%	100.00%

¹ Effective FY22, intake is being handled by ServiceNow and data is not available prior to July 1, 2022 to provide FY22 actuals. Projected FY24 and FY25 will be determined once Service Level Agreements (SLAs) have been established.

² Effective FY22, intake is being handled by ServiceNow and data is not available prior to July 1, 2022 to provide FY22 actuals. Projected FY24 and FY25 will be determined once Service Level Agreements (SLAs) have been established.

FY24 Recommended Changes	Expenditures	FTEs
FY23 Approved	18,759,595	57.50
Shift: Senior IT Specialist to TEBS General Fund from Cable Fund	172,951	1.00
Shift: Cable Positions to General Fund	0	2.00
Decrease Cost: NOC Contractor to FTE Conversion	(551,655)	0.00
Technical Adj: Mid-year reorganization position shifts and adjustments	(10,047,684)	(27.50)
Multi-program adjustments, including negotiated compensation changes, employee benefit changes, changes due to staff turnover, reorganizations, and other budget changes affecting multiple programs.	740,117	0.00
FY24 Recommended	9,073,324	33.00

☀ Office of the Chief Information Officer

The Office of the Chief Information Officer (OCIO) prioritizes the enterprise agenda for technology strategy. The OCIO focuses on strategic business outcomes which include alignment with the business goals of the organization, IT Strategy and Planning, the IT project portfolio, IT Project Management Office (PMO), IT performance measurement, IT organizational change management, One Face Forward initiative, IT methodologies and trend decisions, IT vendor management, finance and human resources, and Infrastructure and Cloud Services. The OCIO remains focused on dealing with vendor relationships, and identifying and introducing new ways of doing business including the emphasis on consultative services to departments. The OCIO is strategic in engaging with business executives and the political body. The OCIO defines policy development that protects and defines data security by working closely with the Chief Information Security Officer.

Program Performance Measures	Actual FY21	Actual FY22	Estimated FY23	Target FY24	Target FY25
Number of IT help desk requests	69,732	84,584	87,122	89,735	92,427
Percent of customers satisfied with the IT help desk	98%	99%	98%	98%	98%
Percent of IT help desk requests resolved on the first call	97%	97%	90%	90%	90%

FY24 Recommended Changes	Expenditures	FTEs
FY23 Approved	12,095,096	51.00
Technical Adj: Mid-year reorganization position shifts and adjustments	884,189	4.00
Shift: MIII to TEBS General Fund from Cable Fund	174,149	1.00
Multi-program adjustments, including negotiated compensation changes, employee benefit changes, changes due to staff turnover, reorganizations, and other budget changes affecting multiple programs.	354,072	0.00
FY24 Recommended	13,507,506	56.00

☀ Public Safety Programs and Regional Interoperability

The newly created Office of Public Safety Programs and Regional Interoperability (OFPS) is responsible for the strategic planning and consultative design, implementation, operation, and maintenance of mission-critical county-wide and regionally integrated public safety systems and services. OFPS will assist in the identification and adoption of emerging public safety technologies. OFPS will look to leverage new and existing public safety programs within the National Capital Region (NCR).

Radio Communications Services (RCS) is responsible for (24-hour) operations and maintenance of the County's 800 MHZ radio and mobile communications systems and infrastructures that supports public safety and public service departments/agencies. RCS manages the newly created radio life-cycle replacement program.

The Public Safety Data System (PSDS) is responsible for (24-hour) operations and maintenance of the 9-1-1 Computer Aided Dispatch

(CAD) system and processes working collaboratively with the Emergency Communications Center (ECC) senior management. PSDS manages the CAD system upgrade program and integration of the advance messaging and responder location program.

FY24 Recommended Changes	Expenditures	FTEs
FY23 Approved	0	0.00
Technical Adj: Mid-year reorganization position shifts and adjustments	6,992,337	14.00
Multi-program adjustments, including negotiated compensation changes, employee benefit changes, changes due to staff turnover, reorganizations, and other budget changes affecting multiple programs.	(333,359)	0.00
FY24 Recommended	6,658,978	14.00

☀ **Strategic Partnerships**

The Office of Strategic Partnerships (OSP) supports innovation by bridging the gap between County departmental business partners and technology solution providers to accomplish quick and agile solutions that address longstanding technological or work challenges facing departments. The Chief Technology Officer oversees this office and manages business process reengineering and maintains a consulting relationship with all department partners. OSP directs the planning to ensure alignment of required goals to support enterprise business demands. OSP focuses on envisioning how departmental technology and business needs can be better supported to improve service to our customers. OSP establishes cloud governance, architecture, and best practices, and implements cloud solutions. This office pushes technology services from an administrative, back-office function to a strategic partner for departments in innovating service to residents.

OSP manages DevOps & Server Support, Employee Productivity Services, Enterprise Cloud Solutions, Enterprise Services, Infrastructure & Cloud Services, and Low Code Governance and Administration, which manages the deployment and governance of low code platforms to meet aggressive delivery timetables of applications and for faster iterative updates, while deploying to the customer or public end-users.

Program Performance Measures	Actual FY21	Actual FY22	Estimated FY23	Target FY24	Target FY25
Average monthly Enterprise Service Bus data transfers ¹	256,873	251,824	260,000	265,000	270,000

¹ In FY22, although the number of interfaces increased to 550 from 500, the monthly average statistics decreased because several high frequency run jobs were retired.

FY24 Recommended Changes	Expenditures	FTEs
FY23 Approved	6,762,787	23.00
Technical Adj: Mid-year reorganization position shifts and adjustments	906,612	5.00
Enhance: Multifactor Authentication/Customer Identify & Access Management	200,000	0.00
Multi-program adjustments, including negotiated compensation changes, employee benefit changes, changes due to staff turnover, reorganizations, and other budget changes affecting multiple programs.	672,457	0.00
FY24 Recommended	8,541,856	28.00

BUDGET SUMMARY

	Actual FY22	Budget FY23	Estimate FY23	Recommended FY24	%Chg Bud/Rec
COUNTY GENERAL FUND					
EXPENDITURES					
Salaries and Wages	16,589,417	19,064,962	17,560,583	20,040,196	5.1 %
Employee Benefits	4,163,291	4,455,668	3,986,173	4,700,727	5.5 %
County General Fund Personnel Costs	20,752,708	23,520,630	21,546,756	24,740,923	5.2 %
Operating Expenses	22,589,384	27,431,217	28,364,095	29,239,492	6.6 %
Capital Outlay	0	40,300	40,300	40,300	---
County General Fund Expenditures	43,342,092	50,992,147	49,951,151	54,020,715	5.9 %
PERSONNEL					
Full-Time	168	167	167	172	3.0 %
Part-Time	2	2	2	1	-50.0 %
FTEs	166.25	168.25	168.25	172.75	2.7 %
REVENUES					
Other Licenses/Permits	(20)	0	0	0	---

BUDGET SUMMARY

	Actual FY22	Budget FY23	Estimate FY23	Recommended FY24	%Chg Bud/Rec
County General Fund Revenues	(20)	0	0	0	—
GRANT FUND - MCG					
EXPENDITURES					
Salaries and Wages	0	0	0	0	---
Employee Benefits	0	0	0	0	---
Grant Fund - MCG Personnel Costs	0	0	0	0	---
Operating Expenses	5,209,911	0	0	0	---
Grant Fund - MCG Expenditures	5,209,911	0	0	0	---
PERSONNEL					
Full-Time	0	0	0	0	---
Part-Time	0	0	0	0	---
FTEs	0.00	0.00	0.00	0.00	---
REVENUES					
Federal Grants	805,544	0	0	0	---
Other Intergovernmental	4,009,755	0	0	0	---
Grant Fund - MCG Revenues	4,815,299	0	0	0	---
DEPARTMENT TOTALS					
Total Expenditures	48,552,003	50,992,147	49,951,151	54,020,715	5.9 %
Total Full-Time Positions	168	167	167	172	3.0 %
Total Part-Time Positions	2	2	2	1	-50.0 %
Total FTEs	166.25	168.25	168.25	172.75	2.7 %
Total Revenues	4,815,279	0	0	0	---

FY24 RECOMMENDED CHANGES

	Expenditures	FTEs
COUNTY GENERAL FUND		
FY23 ORIGINAL APPROPRIATION	50,992,147	168.25
<u>Changes (with service impacts)</u>		
Add: Website Initiative [Digital Transformation]	1,500,000	0.00
Enhance: Multifactor Authentication/Customer Identify & Access Management [Strategic Partnerships]	200,000	0.00
<u>Other Adjustments (with no service impacts)</u>		
Technical Adj: Mid-year reorganization position shifts and adjustments [Public Safety Programs and Regional Interoperability]	6,992,337	14.00
Technical Adj: Mid-year reorganization position shifts and adjustments [Digital Transformation]	1,264,544	5.00
Technical Adj: Mid-year reorganization position shifts and adjustments [Strategic Partnerships]	906,612	5.00
Technical Adj: Mid-year reorganization position shifts and adjustments [Office of the Chief Information Officer]	884,189	4.00
Increase Cost: FY24 Compensation Adjustment	874,355	0.00
Increase Cost: MCCATS3 Contract Increase	869,000	0.00
Increase Cost: Annualization of FY23 Compensation Increases	796,984	0.00
Increase Cost: Oracle Licenses Based on Updated County Usage [Digital Transformation]	610,354	0.00
Increase Cost: Annualization of FY23 Personnel Costs	313,635	0.00
Shift: MIII to TEBS General Fund from Cable Fund [Office of the Chief Information Officer]	174,149	1.00
Shift: Senior IT Specialist to TEBS General Fund from Cable Fund [Office of Broadband Programs and Infrastructure Modernization]	172,951	1.00
Increase Cost: Oracle Software Maintenance [Digital Transformation]	49,200	0.00
Increase Cost: Printing and Mail	2,483	0.00
Shift: Cable Positions to General Fund [Office of Broadband Programs and Infrastructure Modernization]	0	2.00
Decrease Cost: Retirement Adjustment	(1,718)	0.00
Decrease Cost: Elimination of One-Time Items Approved in FY23	(35,600)	0.00
Decrease Cost: Motor Pool Adjustment	(135,507)	0.00
Decrease Cost: Contract Support Service in ERP-Payroll, Compensation, and Business Intelligence [Digital Transformation]	(210,000)	0.00
Shift: Transfer One Contractual IT Support Resource to OMB [Digital Transformation]	(220,000)	0.00
Decrease Cost: Contract Support Services in ERP-Security [Digital Transformation]	(270,000)	0.00
Decrease Cost: NOC Contractor to FTE Conversion [Office of Broadband Programs and Infrastructure Modernization]	(551,655)	0.00

FY24 RECOMMENDED CHANGES

	Expenditures	FTEs
Re-align: One-time Budget Adjustment to Reflect Higher Than Expected Vacant Positions	(1,110,061)	0.00
Technical Adj: Mid-year reorganization position shifts and adjustments [Office of Broadband Programs and Infrastructure Modernization]	(10,047,684)	(27.50)
FY24 RECOMMENDED	54,020,715	172.75

PROGRAM SUMMARY

Program Name	FY23 APPR Expenditures	FY23 APPR FTEs	FY24 REC Expenditures	FY24 REC FTEs
Digital Transformation	13,374,669	36.75	16,239,051	41.75
Office of Broadband Programs and Infrastructure Modernization	18,759,595	57.50	9,073,324	33.00
Office of the Chief Information Officer	12,095,096	51.00	13,507,506	56.00
Public Safety Programs and Regional Interoperability	0	0.00	6,658,978	14.00
Strategic Partnerships	6,762,787	23.00	8,541,856	28.00
Total	50,992,147	168.25	54,020,715	172.75

CHARGES TO OTHER DEPARTMENTS

Charged Department	Charged Fund	FY23 Total\$	FY23 FTEs	FY24 Total\$	FY24 FTEs
COUNTY GENERAL FUND					
Human Resources	Employee Health Self Insurance	322,400	0.00	322,400	0.00
Alcohol Beverage Services	Liquor	1,154,777	0.00	1,183,897	0.00
CIP	Capital Fund	228,658	1.00	237,203	1.00
NDA - Montgomery County Employee Retirement Plans	Retirement Fund (ERS)	0	0.00	46,080	0.00
NDA - Retiree Health Benefits Trust	Retirement Fund (ERS)	46,080	0.00	0	0.00
Total		1,751,915	1.00	1,789,580	1.00

FUNDING PARAMETER ITEMS

CE RECOMMENDED (\$000S)

Title	FY24	FY25	FY26	FY27	FY28	FY29
COUNTY GENERAL FUND						
EXPENDITURES						
FY24 Recommended	54,021	54,021	54,021	54,021	54,021	54,021
No inflation or compensation change is included in outyear projections.						
Elimination of One-Time Items Recommended in FY24	0	(1,650)	(1,650)	(1,650)	(1,650)	(1,650)
Items recommended for one-time funding in FY24, including (Website Initiative, and MFA replacement), will be eliminated from the base in the outyears.						
Restore One-Time Lapse Increase	0	1,110	1,110	1,110	1,110	1,110
Labor Contracts	0	468	468	468	468	468
These figures represent the estimated annualized cost of general wage adjustments, service increments, and other negotiated items.						
Subtotal Expenditures	54,021	53,949	53,949	53,949	53,949	53,949

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Department of Technology & Enterprise Business Solutions (TEBS)



Chief Information Officer
Gail M. Roper
CIO/Director

CIO Staff
Kenny Lakes, HR Liaison (Admin Specialist III)
Cheryl Bishop, Sr EAA

Office of Broadband Programs & Infrastructure Modernization
Joseph Webster
Chief Broadband Officer

Community Engagement, Marjorie Williams, Acting
Community Technology, Marjorie Williams
Data Center Management, Ted Bowser
Digital Equity, Mitsuko Herrera
FiberNet Engineering, Mark Gardner
FiberNet Infrastructure, Ben Harrington
Telecom Operations, Max Stuckey

Office of the Chief Information Officer
Gail M. Roper, CIO

Change Management, Shayna Taqi/Skyler Grubbs
Enterprise Information Security, Keith Young
Integrated Justice Information System, Lisa Henderson
One Face Forward Initiative, Ivan Galic
Device Client Management, Michelle Rinaldi
System Center Configuration Management, John Foster
Project Management, Keisha Lewis
Strategy & Planning, Alison Dollar
Finance & Human Resources, Leny Bautista
Policy Governance, Danni Melton Russell
Vendor & Contracts Management, John Gillick

Office of Digital Transformation
Kenneth Lennon
Chief Digital Officer

Data Innovation Team, Victoria Lewis
Geographic Information Systems, Varun Chudiwale, Acting
Technical Support Team, Saji Jose, IT Expert
Web Solutions Team, Chris Daniel
Enterprise Resource Planning, Karen Michalak
Financials, Chandra Maddela
Human Capital Management, Patricia Palomino
Payroll/Comp/BI, Amanda Hardy-Konkus
Security & System Admin. Matt Rosenstock

Office of Strategic Partnerships
Jon Frey
Acting Chief Technology Officer

DevOps & Server Support, Shan Balasubramanian
Employee Productivity Services, Jon Frey
Enterprise Cloud Solutions, Bobby John, Acting
Enterprise Services Team, Rishi Gulhar
Infrastructure & Cloud Services, Sing Chan
Low Code Governance & Admin, Manu Daniel

Office of Public Safety Programs & Regional Interoperability
Michael Knuppel
Chief Public Safety Programs

Public Safety Data Systems, Logan Holliday
Radio Communications Services, Gerry Adcock
Public Safety CIP Programs

Department	HR Organization	Position	Number of Days Vacant (as of March 3, 2023)	Total PC Associated with Vacancies
TBS	TBS 34 ODT	016094.Human Resources Specialist III.000121.FT.P.2	3121	\$118,724
TBS	TBS 34 CIO C	016092.ERP Change Management Specialist.100542.FT.P.3	2910	\$128,029
TBS	TBS 34 CIO P	000733.Senior Information Technology Specialist.000551.FT.P.4	2224	\$132,718
TBS	TBS 34 OBP	014873.Senior Information Technology Specialist.000551.FT.P.4	2182	\$132,718
TBS	TBS 34 OBP	013858.Program Specialist II.000836.FT.P.4	2098	\$102,596
TBS	TBS 34 OBP	016342.Program Manager II.000832.FT.P.1	2054	\$118,724
TBS	TBS 34 ODT	017138.ERP Functional Business Analyst.100546.FT.P.3	2050	\$142,817
TBS	TBS 34 OBP	013973.Senior Information Technology Specialist.000551.FT.P.1	1897	\$132,718
TBS	TBS 34 OBP	013266.Telecommunications Technician.003426.FT.P.	1888	\$92,389
TBS	TBS 34 OBP	012744.Senior Information Technology Specialist.000551.FT.P.1	1746	\$132,718
TBS	TBS 34 OBP	000705.Senior Information Technology Specialist.000551.FT.P.3	1623	\$132,718
TBS	TBS 34 OBP	011559.Senior Information Technology Specialist.000551.FT.P.	1593	\$132,718
TBS	TBS 34 ODT	000698.Senior Information Technology Specialist.000551.FT.P.3	1384	\$132,718
TBS	TBS 34 ODT	016039.Information Technology Expert.000550.FT.P.6	1315	\$153,944
TBS	TBS 34 ODT	017856.ERP Functional Business Analyst.100546.FT.P.2	1287	\$142,817

TBS	TBS 34 CIO P 000729.Senior Information Technology Specialist.000551.FT.P.3	1273	\$132,718
TBS	TBS 34 OBP 016272.Senior Information Technology Specialist.000551.FT.P.3	1258	\$132,718
TBS	TBS 34 CIO C 015987.Senior Information Technology Specialist.000551.FT.P.5	984	\$132,718
TBS	TBS 34 OBP 016454.Senior Information Technology Specialist.000551.FT.P.4	908	\$132,718
TBS	TBS 34 CIO P 010022.Manager III.000112.FT.P.2	460	\$137,461
TBS	TBS 34 ODT 018202.Manager III.000112.FT.P.3	405	\$137,461
TBS	TBS 34 OBP 000716.Senior Information Technology Specialist.000551.FT.P.1	376	\$132,718
TBS	TBS 34 ODT 000792.ERP Functional Business Analyst.100546.FT.P.3	376	\$142,817
TBS	TBS 34 ODT 000703.Senior Information Technology Specialist.000551.PT.P.	346	\$103,306
TBS	TBS 34 CIO C 016093.ERP Change Management Specialist.100542.FT.P.3	334	\$128,029
TBS	TBS 34 OBP 000730.Senior Information Technology Specialist.000551.FT.P.3	285	\$132,718
TBS	TBS 34 OBP 016458.Senior Information Technology Specialist.000551.FT.P.5	250	\$132,718
TBS	TBS 34 ODT 000793.Senior Information Technology Specialist.000551.FT.P.2	250	\$132,718
TBS	TBS 34 OSP 013034.Senior Information Technology Specialist.000551.FT.P.4	250	\$132,718
TBS	TBS 34 OBP 016040.Information Technology Expert.000550.FT.P.4	235	\$153,944
TBS	TBS 34 OBP 016459.Information Technology Expert.000550.FT.P.2	235	\$153,944

TBS	TBS 34 OBP : 016460.Information Technology Expert.000550.FT.P.4	235	\$153,944
TBS	TBS 34 CIO C 019011.Enterprise Technology Expert.100548.FT.P.	235	\$166,222
TBS	TBS 34 ODT : 010018.Information Technology Expert.000550.FT.P.1	224	\$153,944
TBS	TBS 34 OBP : 014012.Manager III.000112.FT.P.	224	\$137,461
TBS	TBS 34 CIO I 014013.Senior Information Technology Specialist.000551.FT.P.5	194	\$132,718
TBS	TBS 34 OSP : 017430.Enterprise Technology Expert.100548.FT.P.5	162	\$166,222
TBS	TBS 34 CIO D 012232.Senior Information Technology Specialist.000551.FT.P.2	71	\$174,630
TBS	TBS 34 CIO F 000772.Fiscal Assistant.000215.FT.P.3	68	\$109,258
TBS	TBS 34 OBP : 015217.Senior Information Technology Specialist.000551.FT.P.3	-2	\$159,144
TBS	TBS 34 ODT : 000708.Senior Information Technology Specialist.000551.FT.P.	-19	\$174,630
TBS	TBS 34 CIO F 000700.Manager III.000112.FT.P.4	-19	\$172,163
			\$5,780,817



MONTGOMERY COUNTY COUNCIL
ROCKVILLE, MARYLAND

EVAN GLASS
PRESIDENT

TRANSPORTATION & ENVIRONMENT COMMITTEE, CHAIR
ECONOMIC DEVELOPMENT COMMITTEE

M E M O R A N D U M

DATE: April 18, 2023

TO: County Executive Marc Elrich
Richard Madaleno, Chief Administrative Officer
Jennifer Bryant, Director, Office of Management and Budget (OMB)

FROM: Evan Glass, Council President

SUBJECT: Reductions associated with position vacancies

Recently we received from OMB a list of all vacant positions in County Government as of March 3, 2023, some of which have recommended funding in the Recommended FY24 Budget. Many of these positions have been vacant for more than one year.

To ensure that the budget uses taxpayer resources efficiently, we request that the Executive provide the Council with a list of vacancies in each department that could be unfunded with the least amount of impact. We understand that these would be non-recommended reductions. The list should include the FY24 budget cost associated with each position and should focus on budgeted positions—both full- and part-time—that have been vacant for more than one year.

We request receipt of these lists no later than Friday, April 28 so that we can review them as part of our development of the Approved FY24 Operating Budget in May. Thank you in advance for your cooperation.

cc: Councilmembers
Heads of County departments and offices

No Data

3. What persistent gaps or limitations could inhibit your department's ability to advance racial equity and social justice?

No Data

ORESJ Rating

No Data

ORESJ Justification

No Data

Technology and Enterprise Business Solutions



1. How will your overall budget support the department's commitment to advancing racial equity and social justice? To aid you in the formulation of your response, we've offered a list of activities, using the GARE framework, that demonstrate department-level commitments to racial equity and social justice. More information about the GARE framework is below and here.

Normalize - Establish racial equity as a key value by developing a shared understanding of key concepts across the department and create a sense of urgency to make changes

N/A

Organize - Build staff and organizational capacity, skills, and competencies through training while also building infrastructure to support the work, like internal organizational change teams and external partnerships with other institutions and community.

★ We're doing something else and will use the text box to describe.

While most of the TEBS programs (Office of the Chief Information Officer, Office of Digital Transformation, Office of Strategic Partnerships, and Office of Broadband Programs) do not have a direct racial equity impact, they are required for the management, oversight, and proper functioning of programs throughout County government that have a direct impact on equity. The Department of Technology and Enterprise Business Solutions (TEBS) is to be responsive, collaborative, and innovative in providing technology solutions and services to facilitate the delivery of a wide range of services in all branches of government. Technology services underlie all County services and are an essential component of providing effective, efficient, and



equitable services to all County residents. TEBS provides solutions and services to internal and external partners, customers, and constituents, when and where needed; securely enabling County employees to provide quality services and information to internal entities, residents, and businesses. TEBS provides expert consultative services to partners including internal customers, external agencies, and the public and private sectors to increase the productivity of County government, business, and residents; and to assist with technology enabled economic, workforce development, and community digital equity initiatives. The Cybersecurity programs ensure that the County adequately protects the personally identifiable information of residents who rely on our services. FiberNet builds out connections to affordable housing properties and provides free high-speed internet to residents in those buildings and provides technology services to 162,000 students, and countless other public users through public computers in our library system, recreation facilities, and other County buildings and outdoor spaces. The Device Client Management (DCM) supports a variety of programs; most recently for the Montgomery Connects program that distributed 50,000 free computers to low-income residents.

Operationalize - Put theory into action by implementing new tools for decision-making, measurement, and accountability like a Racial Equity Tool and developing a Racial Equity Action Plan.

N/A

2. How does your department's budget allocate funds towards ensuring that public documents (including websites and related apps), policies, plans, meetings, and hearings are readily accessible to the public? Please use the checkboxes below to indicate which activities your department budget will enable. Then, in the text box that follows, please describe how your budget targets resources towards these activities.

- Ensuring interpretation services (ASL and closed-captioning) are available to the public in all relevant places and programs (such as service desks, service phone lines, open houses, public meetings, etc.).
- Ensuring accessibility for people with disabilities using Section 508 of the Rehabilitation Act; Web Content Accessibility Guidelines; and compliance with the Americans with Disabilities Act as a minimum standard.

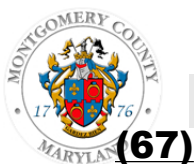
N/A

3. What persistent gaps or limitations could inhibit your department's ability to advance racial equity and social justice?

TEBS has an indirect impact on racial equity but is required to manage and provide oversight of IT programs throughout County government that have a direct impact on equity. TEBS has staffing shortages that prevent the department's ability to hire talent with needed skillsets. TEBS has challenges competing with the private sector; salary ranges are sometimes too low for the high-level IT skills and certifications required and job classifications for IT-related positions are no longer relevant and list out-dated skills. TEBS is currently working with OHR to address these concerns.

ORESJ Rating

0-The Department-level budget does not yet demonstrate a commitment to advancing racial equity and social justice in Montgomery County



ORESJ Justification

The department explained its major functions and the services it provides, which enable the county to carry out day-to-day operations. It's unclear, however, why the department did not indicate any activities that it is/or may be undertaking related to training/capacity building or other efforts to track and/or expand program access (in particular the data analysis, planning, and strategy underlying FiberNet and Montgomery Connects, as well as Open Data implementation and disaggregation of data).

Transit Services



1. How will your overall budget support the department's commitment to advancing racial equity and social justice? To aid you in the formulation of your response, we've offered a list of activities, using the GARE framework, that demonstrate department-level commitments to racial equity and social justice. More information about the GARE framework is below and here.

Normalize - Establish racial equity as a key value by developing a shared understanding of key concepts across the department and create a sense of urgency to make changes

- ★ Form a Racial Equity CORE Team.
- ★ Allocate or support the use of staff time for CORE team activities.

DOT formed its CORE Team in Fiscal Year 2022. The CORE team has three sub-teams that focus on the following areas: Programs & Policies, Internal Culture, and Community Outreach. CORE team meetings occur bi-weekly with sub-team meetings occurring often as needed. CORE Team membership consists of staff from the Director's office and the different DOT operating divisions.

Organize - Build staff and organizational capacity, skills, and competencies through training while also building infrastructure to support the work, like internal organizational change teams and external partnerships with other institutions and community.

- ★ Implement a plan or policy requiring all staff and leadership to complete "Advancing Racial Equity: the Role of Government" and "the Racial Equity Institute's Groundwater Approach: building practical understanding of structural racism" trainings.
- ★ Designate permanent and sustainable staff resources, with an FTE or similar investment, to organize and lead the department's commitment to racial equity and social justice.
- ★ Designate resources for staff participation in GARE conferences and other department-specific racial equity and social justice professional development.



Dept	HR Organization	Position	# of Days Vacant (as of 3/3/2023)	Total PC Associated with Vacancies	Status (on Council Packet)	Status (Updated 4/27/2023)	TEBS Notes
TBS	TBS 34 CIO Project Management Staff	010022.Manager III.000112.FT.P.2	460	\$ 137,461	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 ODT Human Capital Management	016094.Human Resources Specialist III.000121.FT.P.2	3121	\$ 118,724	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 CIO Project Management Staff	000733.Senior Information Technology Specialist.000551.FT.P.4	2224	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 OBP Server Support	000705.Senior Information Technology Specialist.000551.FT.P.3	1623	\$ 132,718	Pre-Development	Development of PD and Job Ad	Status updated since the Council packet was created
TBS	TBS 34 OBP Public Safety Data Systems	011559.Senior Information Technology Specialist.000551.FT.P.	1593	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 ODT Payroll/Comp/BI	000698.Senior Information Technology Specialist.000551.FT.P.3	1384	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 ODT Financials	017856.ERP Functional Business Analyst.100546.FT.P.2	1287	\$ 142,817	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 CIO Project Management Staff	000729.Senior Information Technology Specialist.000551.FT.P.3	1273	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 OBP Server Support	016454.Senior Information Technology Specialist.000551.FT.P.4	908	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 OBP Public Safety Data Systems	000716.Senior Information Technology Specialist.000551.FT.P.1	376	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	

TBS	TBS 34 OBP Public Safety Data Systems	016458.Senior Information Technology Specialist.000551.FT.P.5	250	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 OSP Enterprise Services Team	013034.Senior Information Technology Specialist.000551.FT.P.4	250	\$ 132,718	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 ODT Geographic Information System	010018.Information Technology Expert.000550.FT.P.1	224	\$ 153,944	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 OBP Server Support	014012.Manager III.000112.FT.P.	224	\$ 137,461	Development of PD and Job Ad	Development of PD and Job Ad	
TBS	TBS 34 OSP Strategic Partnerships	017430.Enterprise Technology Expert.100548.FT.P.5	162	\$ 166,222	Development of PD and Job Ad	Development of PD and Job Ad	Bala's replacement
TBS	TBS 34 ODT Geographic Information System	000708.Senior Information Technology Specialist.000551.FT.P.	-19	\$ 174,630	Development of PD and Job Ad	Development of PD and Job Ad	Vicky Kline retired Feb 28
TBS	TBS 34 CIO Change Management	016092.ERP Change Management Specialist.100542.FT.P.3	2910	\$ 128,029	Open Recruitment	Interviews scheduled	Status updated since the Council packet was created
TBS	TBS 34 CIO One Face Forward Initiative	015987.Senior Information Technology Specialist.000551.FT.P.5	984	\$ 132,718	Interviews scheduled	Interviews scheduled	
TBS	TBS 34 CIO Change Management	016093.ERP Change Management Specialist.100542.FT.P.3	334	\$ 128,029	Onboard	Position filled	New hire started March 15, 2023
TBS	TBS 34 OBP Server Support	016040.Information Technology Expert.000550.FT.P.4	235	\$ 153,944	Open Recruitment	Open Recruitment	
TBS	TBS 34 CIO Infrastructure and Cloud Services	014013.Senior Information Technology Specialist.000551.FT.P.5	194	\$ 132,718	Open Recruitment	Open Recruitment	Posted 4/14/23

TBS	TBS 34 CIO Device Client Management	012232.Senior Information Technology Specialist.000551.FT.P.2	71	\$ 174,630	Open Recruitment	Open Recruitment	Posted 3/22/23
TBS	TBS 34 OBP FiberNet Infrastructure	015217.Senior Information Technology Specialist.000551.FT.P.3	-2	\$ 159,144	With HR recruiters to post recruitment	Open Recruitment	Posted 4/26/23
TBS	TBS 34 CIO One Face Forward Initiative	019011.Enterprise Technology Expert.100548.FT.P.	235	\$ 166,222	Employee onboarding	Position filled	Status updated since the Council packet was created; Start date April 24, 2023
TBS	TBS 34 ODT Geographic Information System	000703.Senior Information Technology Specialist.000551.PT.P.	346	\$ 103,306	Pre-Development	Pre-Development	
TBS	TBS 34 OBP Fibernet Operations (GF)	012744.Senior Information Technology Specialist.000551.FT.P.1	1746	\$ 132,718	Pre-Development	Pre-Development	
TBS	TBS 34 OBP Fibernet Operations (GF)	014873.Senior Information Technology Specialist.000551.FT.P.4	2182	\$ 132,718	Pre-Development	Pre-Development	
TBS	TBS 34 OBP Fibernet Operations (GF)	016342.Program Manager II.000832.FT.P.1	2054	\$ 118,724	Pre-Development	Pre-Development	
TBS	TBS 34 ODT Human Capital Management	017138.ERP Functional Business Analyst.100546.FT.P.3	2050	\$ 142,817	Pre-Development	Pre-Development	
TBS	TBS 34 ODT Financials	016039.Information Technology Expert.000550.FT.P.6	1315	\$ 153,944	Pre-Development	Pre-Development	
TBS	TBS 34 ODT Payroll/Comp/BI	000792.ERP Functional Business Analyst.100546.FT.P.3	376	\$ 142,817	Pre-Development	Pre-Development	
TBS	TBS 34 OBP Telecommunications Services	000730.Senior Information Technology Specialist.000551.FT.P.3	285	\$ 132,718	Pre-Development	Pre-Development	

TBS	TBS 34 ODT Web Solutions Team	000793.Senior Information Technology Specialist.000551.FT.P.2	250	\$ 132,718	Pre-Development	Pre-Development	
TBS	TBS 34 CIO Finance and Human Resources	000772.Fiscal Assistant.000215.FT.P.3	68	\$ 109,258	Pre-Development	Pre-Development	
TBS	TBS 34 CIO Finance and Human Resources	000700.Manager III.000112.FT.P.4	-19	\$ 172,163	Pre-Development	Pre-Development	Michele Crane retired Feb 28
TBS	TBS 34 OBP Fibernet Operations (GF)	013858.Program Specialist II.000836.FT.P.4	2098	\$ 102,596	Reclassifying and reorg, Preparing to pass to HR recruiters	With HR recruiters to post recruitment	Status updated since the Council packet was created; NOC contractor conversion
TBS	TBS 34 OBP Radio Communications Services	013973.Senior Information Technology Specialist.000551.FT.P.1	1897	\$ 132,718	Reclassifying and reorg, Preparing to pass to HR recruiters	With HR recruiters to post recruitment	Status updated since the Council packet was created; NOC contractor conversion
TBS	TBS 34 OBP Voice Services	013266.Telecommunications Technician.003426.FT.P.	1888	\$ 92,389	Reclassifying and reorg, Preparing to pass to HR recruiters	With HR recruiters to post recruitment	Status updated since the Council packet was created; NOC contractor conversion
TBS	TBS 34 OBP Voice Services	016272.Senior Information Technology Specialist.000551.FT.P.3	1258	\$ 132,718	Reclassifying and reorg, Preparing to pass to HR recruiters	With HR recruiters to post recruitment	Status updated since the Council packet was created; NOC contractor conversion

TBS	TBS 34 OBP Server Support	016459.Information Technology Expert.000550.FT.P.2	235	\$ 153,944	Reclassifying and reorg, Preparing to pass to HR recruiters	With HR recruiters to post recruitment	Status updated since the Council packet was created; NOC contractor conversion
TBS	TBS 34 OBP Server Support	016460.Information Technology Expert.000550.FT.P.4	235	\$ 153,944	Reclassifying and reorg, Preparing to pass to HR recruiters	With HR recruiters to post recruitment	Status updated since the Council packet was created; NOC contractor conversion
TBS	TBS 34 ODT Geographic Information System	018202.Manager III.000112.FT.P.3	405	\$ 137,461	Working with OHR on offer to candidate	Working with OHR on offer to candidate	
				\$ 5,780,817			




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

April 28, 2023

TO: Evan Glass, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Positions Funded in the FY24 Budget

This memorandum is in response to your request for a list of vacancies in each department that could be unfunded with the least amount of impact.

As you are aware, the County currently has a higher-than-normal number of vacant positions. As of March 3, the number of tax supported vacant positions in the County was 1,184. Combined, the five departments with the most vacant positions – Police (274), Health and Human Services (246), the Department of Transportation (188), the Department of Correction and Rehabilitation (81), and Montgomery County Public Libraries (71) constitute almost three quarters of the number of vacant tax supported positions Countywide. These are all front-facing departments.

In looking at departments or functions with more than 10 employees, the five with the highest percentage of vacant positions include the County Council (25.5 percent), Technology and Enterprise Business Solutions (25.3 percent), the Office of the Inspector General (23.5 percent), Community Engagement Cluster including Urban Districts (20 percent), and the Board of Elections (20 percent).

Keep in mind that a list of vacant positions is a snapshot of the County's personnel complement on a given day. As with any organization, the number of vacant positions fluctuates daily, as some positions are filled, others become vacant. In recognition of the County's relatively high vacancy rate, my recommended budget already includes an increase to the lapse rates of departments of \$16.3 million. As such, we have accounted for savings due to persistent

challenges with hiring and ensured that department directors will have the ability to maintain operations and have flexibility to prioritize filling positions as demand requires. This amount was largely calculated by assuming that the budget associated with half of all long-term vacant positions (positions that have been vacant for at least one year) will not be needed in FY24.

As part of the budget development process, the Office of Management and Budget (OMB) reviews long-term vacant positions in each department and makes recommendations to me as to whether those positions should be eliminated, and what impact the elimination of those positions will have on County services. After reviewing the OMB analysis and discussing the recommendations with department heads, I decide whether to include funding for those positions in the budget. If you have concerns or questions about a specific vacancy, you are welcome to discuss the impact of eliminating funding for that position with the director of the impacted department.

To maintain service levels that are required by law and/or our residents expect, many departments are using contractual services or paying employees overtime to get the job done. Neither of these options are sustainable solutions, as they contribute to employee burnout and thus turnover.

For example, the vacancy report submitted to Council includes 81 vacant positions in the Department of Correction and Rehabilitation (DOCR), 40 vacant positions in School Health Services, and 48 vacant positions in Child Welfare Services.

Regarding DOCR vacancies, the pandemic related closure of the Pre-Release Center (PRC) beginning in March 2020 allowed existing staff from PRC to be redeployed to the Montgomery County Correctional Facility (MCCF), some in Correctional Officer roles. This allowed DOCR to maintain core service with a higher-than-normal vacancy rate. As PRC reopens, DOCR will need to rely more heavily on overtime to ensure service is maintained at both facilities as the Department works to fill Correctional Officer vacancies. Increasing the lapse rate above what I proposed in March may result in additional force holds to maintain minimum staffing.

The County is required by Maryland law to provide health services at each public school, which is accomplished through a combination of School Health Nurses and School Health Room Technicians. As of March 3, 2023, there were 16 nurse and 21 technician vacancies. To continue to meet required service levels, HHS has continued to carry out school health services by utilizing contractual staff, assigning substitute nurses on a full-time basis to specific sites, or using MCPS employees to staff health rooms when nursing or technician staff are not available. Contractual staff are provided through an emergency procurement with an outside vendor, and HHS is currently utilizing 38 contractors to provide services. The cost to continue providing these services is largely being paid for using any savings from vacant positions.

Employees of Child Welfare Services provide critical support to children in crisis. As of March 3, there were 40 vacant Social Worker positions in Child Welfare Services. Of that number, 30 are mostly funded with State funds. Of the remaining vacant positions, 4 are held open in a temporary status where incumbents are transferred to permanent positions upon completion of training. To help fill service gaps, HHS is using 13 contractors, has detailed staff from elsewhere to assist with workloads and caseloads, and is offering overtime for staff willing to assist with meeting Child Protective Services mandates of abuse and neglect allegations. The Department is also in the process of reclassifying some of its Social Worker positions to not require licensure in an effort to alleviate workload pressures.

The three examples above are just a sampling of the pressures the County government is encountering as we manage high vacancy rates in County positions. Backfilling with contractors and using overtime at our current rate is not sustainable from both a fiscal and a workforce management standpoint.

My FY24 Recommended Budget includes a higher vacancy rate assumption – particularly for those long-term vacant positions. **I do not recommend** that Council increase those assumptions at this time so department directors can have the flexibility to fill critical positions. However, below are two non-recommended scenarios for achieving savings as you requested. Details can be found in Exhibit 1 attached to this memorandum. Adopting either scenario will further limit department directors' efforts to fill positions that provide front-line services or to backfill those services using other means until those positions can be filled. It is very likely that adopting either of these scenarios will impact service delivery.

Scenario 1 (FY24 Savings: \$8,516,000)

This scenario increases the lapse rate for the six departments with a large number of vacant positions. As stated before, my budget assumed that half the budget cost associated with long-term vacant positions would not be needed in FY24. This scenario assumes that 50 percent of the remaining balance associated with long-term vacant positions will not be needed in FY24. In addition, the positive lapse adjustments made for Montgomery County Public Libraries (MCPL) and the Department of Recreation (REC) in the Recommended Budget be reversed. While my budget did not include additional lapse assumptions for the Legislative and Judicial branches, this scenario assumes 50 percent of the budget associated with current vacant positions in the County Council, the Office of Inspector General, and Circuit Court be lapsed.

Scenario 2 (FY24 Savings: \$9,681,000)

Similar to Scenario 1, this scenario increases the lapse rate for the six departments with the most long-term vacant positions. However, this scenario assumes that 60 percent of the remaining balance associated with long-term vacant positions will not be needed in FY24. Similarly, the positive lapse adjustments made for MCPL and REC in the Recommended Budget be reversed

and this scenario also assumes 50 percent of the budget associated with current vacant positions in the Legislative and Judicial branches in Scenario 1 be lapsed.

OMB will provide Council staff with the underlying data used to calculate these two scenarios for their analysis.

The Council's deliberations have focused on the number of vacancies and resulting lapse, as though the Executive Branch has not spent the last several years concentrating on maintaining the health and safety of our public in the face of the COVID-19 epidemic, as well as delivering high quality services to our residents. While our departments prefer to seek and select well-qualified candidates for vacant positions rather than use contractual services and overtime pay, these efforts are stymied by significant gaps in the County's Office of Human Resources (OHR). As I have stated before, if OHR fails, we cannot succeed as an enterprise. Therefore, I encourage the County Council to fully support my recommended budget that would provide for enhancements to Countywide recruitment and retention efforts. We saw the issue of the high number of vacancies on the horizon when we were developing the FY23 budget, and I recommended additional funding to bolster recruitment, training, and classification and compensation efforts. The last Council rejected my recommendation for additional recruitment and training efforts and reduced my request for classification and compensation efforts. Doing so hindered our ability to make greater progress in this area.

As the Council considers ways to close any FY24 budget gaps, one alternative that seemed to be of interest to Education Committee members is the possibility of allocating Federal Elementary and Secondary School Emergency Relief (ESSER) funding to the Montgomery County Public Schools HVAC CIP project. These Federal funds could free up local FY24 dollars to support either the capital or operating budgets.

Another alternative available to Council relates to funding for Other Post-Employment Benefits (OPEB). My Recommended Budget includes full funding for pay-as-you-go costs for retiree health insurance. The FY24 Actuarially Determined Contribution (ADC) was less than the pay-as-you-go total, resulting in a total contribution to OPEB in excess of the ADC by \$17.5 million. The Council could choose to fund pay-as-you-go costs in a manner consistent with the existing funding policy and reduce funding for pay-as-you-go by up to \$17.5 million to fund at the ADC level. This represents the amount that was assumed by the actuaries to be utilized from the OPEB Trust Fund in FY24 to pay for a portion of retiree health expenses.

OMB and OHR will continue to monitor vacancy rates and personnel spending to ensure that department budgets remain within their approved budgets. Should you have any questions about the above scenarios or issues raised, please reach out to Jennifer Bryant or Joshua Watters in the Office of Management and Budget.

Positions Funded in the FY24 Budget

April 28, 2023

Page 5 of 5

ME:jw

cc: Marlene Michaelson, Executive Director, County Council
Valeria Carranza, Chief of Staff to Council President
Richard S. Madaleno, Chief Administrative Officer
Fariba Kassiri, Deputy Chief Administrative Officer
Traci Anderson, Director, Office of Human Resources
Jennifer R. Bryant, Director, Office of Management and Budget
Michael Coveyou, Director, Department of Finance
Executive Branch Department Heads

Website Information for Council Members

Montgomery County Government is facing significant challenges with its current website, which is supported by a customized Microsoft .NET platform-based Content Management System (CMS) built in 2012, supporting approximately 35 online services and maintained by Montgomery County internal teams. Despite attracting an average of 1,059,644 visitors in FY '21 and '22, the website is plagued by several issues such as outdated technology, inadequate search capabilities, insufficient security, the lack of multi-lingual content and accessibility, and inconsistent branding across 140 departmental websites.

Additionally, the website contains over 20,000 pages of outdated content and files and lacks self-service functionality for citizens. The integration of over 700 applications within the website also creates additional branding, maintenance and security concerns.

The Web Redesign Project aims to address these problems by modernizing the Content Management System (CMS) and enhancing the overall user experience. The project will aim to address issues related to outdated technology, security, accessibility, branding, and content management, and provide a user-friendly, accessible, and secure website for visitors.

There are numerous benefits with an updated web experience:

- **Compliance with Industry Standards, Accessibility and Multilingual Support:** will align with industry standards and enhanced security strategy, accessibility, and user experience for stakeholders and citizens of Montgomery County.
- **Consistent Branding** will create a cohesive image for our stakeholders and citizens as the website is our front face to our constituents and a multi-generational population. In addition, visitors will gain a better aesthetic representation of our beautiful county.
- **Improved Self-Service Functionality:** this will enable citizens to self-serve themselves, when applicable, resulting in improved efficiencies for internal teams.
- **Mobile Friendliness:** will enable an optimal experience across devices, including smartphones and tablets.
- **Improved Search Capabilities:** will enable citizens to find information faster and more efficiently.
- **Efficiency:** less human capital to monitor and maintain Montgomery County's web experience.

In summary, the goal of the Montgomery County Government (MCG) Web Redesign Project which we have titled Web 2.0, is to address core business systems that are old and expensive to maintain. As a result, our objective is to modernize the primary website (www.montgomerycountymd.gov) and enhance its overall user experience. The project will aim to address issues related to outdated technology, security, accessibility, branding, and content management, and provide a user-friendly, accessible, and secure website for visitors and optimize a human-centered approach for ongoing improvement. The implementation of a new content management system (CMS) will play a crucial role in achieving these objectives.

Website Information for Council

The Web Redesign Project aims to modernize the Content Management System (CMS) and enhance the overall user experience for stakeholders and citizens. The project will address issues related to outdated technology, security, accessibility, branding, and content management, and provide a user-friendly, accessible, and secure website experience for visitors.

Please note that we are not in the contract phase. Therefore, TEBS won't have specific costs per activity until we select a vendor and begin milestone negotiations. TEBS practices pay by milestone to lessen project risk. Our Project Management Office establishes a Risk Register to identify task completion and deliverables. The overall cost of the website is allocated by the following.

- **Implementation Costs:** Please see the categories below required to execute the transformation from our current website to the future solution.
 - **Consulting Costs:** the end-to-end process and phases of the transformation. TEBS uses a Human Centered Design strategy.
 - Business Process Re-engineering
 - *Discovery:* research, meeting with stakeholders (All departments)
 - *Define:* defining or framing the problem resolution
 - *Ideate:* stakeholder collaboration, concepting ideas
 - *(Design) Prototype:* migrating content (20,000 pages), building templates
 - *Test:* testing for security, acceptance, usability
 - *Launch:* live website
- **Training Costs:** both governance and training on best practices.
 - *Governance:* framework for Montgomery County Government to adhere to Brand, Content, Social and Artificial Intelligence (AI) Guidelines.
 - *Training:* Vendor led specifics on best practices and technical details of template use.
- **Hosting Cost:** Cloud solution that provides the technology and resources required to ensure a website's secure and continuous operation.
- **Licensing Cost:** price to obtain CMS licenses. The CRM software can be used in other service-oriented solutions across the entire enterprise. It is an investment.
- **Personnel:** We have 4 positions in OMB for approval that will staff our Enterprise Project Management Office. These are new classifications that fill the need for professional project managers. This is a new job title and was approved by the MPB. These positions are critical to the professional oversight of this project, the Applicant Tracking System, Board of Elections System, and the 311 Call Center Project.

The goal of the Montgomery County Government (MCG) Web Redesign Project which we have titled Web 2.0, is to address core business systems that are old and expensive to maintain. Our objective is to modernize the primary website (www.montgomerycountymd.gov) and enhance its overall user experience. The implementation of a new content management system (CMS) will play a crucial role in achieving these objectives.

Commented [RG1]: @Lennon, Kenneth I am done. Would you look at my edits and if you are good send, it to be as an attachment.

Commented [LK2R1]: Sure no problem



REQUEST FOR PROPOSALS

RFP# 1155635

Montgomery County, Maryland Website Re-Design

April 14, 2023

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods, services, or construction, as outlined in this document.

Vendor must electronically submit their proposal **no later than 3:00 PM on May 17, 2023** through www.bidnetdirect.com/maryland/montgomerycounty. Vendors must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. It is the offeror's responsibility to follow all steps in BidNet to completion in order to ensure submission of the proposal. The County will not accept proposals submitted after the due date and time.

There will be an optional pre-submission conference at **11:00 AM on April 27, 2023**, via Microsoft Teams. Please follow the instruction below to join the pre-submission conference:

<p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 279 665 689 419</p> <p>Passcode: 367Agi</p> <p>Download Teams Join on the web</p> <p>Or call in (audio only)</p> <p>+1 443-692-5768,,784300987#United States, Baltimore</p> <p>Phone Conference ID: 784 300 987#</p> <p>Find a local number Reset PIN</p>

The County will not accept proposals it receives by fax, email, mail, or personal delivery. All faxed, emailed, mailed, or personally delivered proposals will be returned to the vendor.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact Kenneth Lennon at Kenneth.Lennon@montgomerycountymd.gov

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Breanna Oland at Breanna.Oland@montgomerycountymd.gov

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither and if it is NOT subject to the Local Business Preference)

<p style="text-align: center;">This RFP is NOT subject to the Local Business Preference (LBP) https://www.montgomerycountymd.gov/PRO/dbrc/local-business-preference.html</p>	
---	--

This is a Services Contract (see Section A, Services Contract):		X
<input type="checkbox"/>	Non-Professional Services	
<input checked="" type="checkbox"/>	Professional Services	

or

This is a Construction Contract (http://www.montgomerycountymd.gov/PrevailingWage):	
---	--

or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract:	
---	--

RFP #1155635
Notice to Offerors

**Request for Proposals #1155635
for
Montgomery County, Maryland Website Re-Design**

This solicitation may be subject to the County's Wage Requirements Law (WRL), which applies to service contracts.

- If this solicitation is subject to the WRL, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the RFP cover page
 - In this event, the "Wage Requirements for Services Contract Addendum" will apply to the resultant contract (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
- 1) In order to be compliant with the Wage Requirements Law an Offeror **must submit with its proposal** the following:
 - (a) Completed Wage Requirements Certification form (**This form is contained in the PMMD-177 Web-link above**).
 - (b) If applicable, 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance form (**This form is contained in the PMMD-177 Web-link above**).

Offeror's failure to complete and submit the required material information on the Wage Requirements form(s) may result in offeror's proposal being unacceptable and rejected.

NOTE: You can find the current mandatory payroll reporting requirements, and the wage rate per hour that a County contractor must pay to its employees, under Section 11B-33A of the County Code, at (www.montgomerycountymd.gov/WRL). The WRL is available at the same website.

If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.

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Attachments

A.	References	A1
B.	Cost and Price Requirements	B1
C.	Mandatory Insurance Requirements	C1
D.	Administrative Procedure 6-7, Information Security	D1
E.	Local Small Business sub-contracting participation plan for RFP # 1155635	E1

Web-links for Documents and Forms

1.	Central Vendor Registration System (www.mcipcc.net)
2.	Frequently Asked Questions, Procurement (https://www.montgomerycountymd.gov/pro/help.html)
3.	MD-SDAT (https://dat.maryland.gov/businesses/Pages/default1.aspx) and (http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx).
4.	Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5.	Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6.	Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7.	Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8.	Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9.	Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10.	Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11.	Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12.	Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13.	Solicitation Postings and Amendments (http://www.montgomerycountymd.gov/pro/solicitations)
14.	Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15.	Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16.	Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17.	Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WRL.html)
18.	Wage Requirements Law, Independent Contractor Certification (https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf)
19.	Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf)
20.	Prevailing Wage Local Hiring Report (http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf)
21.	Prevailing Wage Law Local Hiring Attestation (http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf)

Montgomery County, Maryland
Acknowledgment Page

1. ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and 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 provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name
(printed): _____

Printed Name, Title and E-Mail of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and on all contracts 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 legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the 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 offeror's signature on the proposal, contract, amendment(s) 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 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.

3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

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

Amendment Number	Date

4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

4.1. Instructions:

4.1.1. Registered Vendor

4.1.1.1. The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: (www.mcipcc.net)

4.1.2. Acknowledgement

4.1.2.1. The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

4.1.3. Optional Pre-Submission Conference

4.1.3.1. If a Pre-Submission Conference is held, it is recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please [see page 1](#) of this solicitation.

4.1.4. Proposals

4.1.4.1. Vendor must electronically submit their proposal through www.bidnetdirect.com/maryland/montgomerycounty. Proposals received after the date and time specified will not be considered and will be denied by the BidNet application.

4.1.4.2. It is the offeror's responsibility to follow all steps in BidNet to completion in order to ensure submission of the proposal.

4.1.5. Proposal Withdrawal/Modification

4.1.5.1. Vendor can withdraw and make edits to a proposal before a solicitation's closing date and time. To withdraw your proposal, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your proposal, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. Your withdrawal and resubmission must occur before the closing date and time.

4.1.6. Questions

4.1.6.1. All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

4.1.6.2. The Office of Procurement has an electronic "Frequently Asked Questions" section on its website that may answer your questions:
(<https://www.montgomerycountymd.gov/pro/vendor-resources/faq.html>)

4.1.7. Obtaining Solicitation Amendments

4.1.7.1. What are they?

When the County determines that material changes to the solicitation document or material information needs to be disseminated to Offerors it will issue a formal amendment to a solicitation. However, not all solicitations will need an amendment. 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 Director, Office of Procurement, will be considered as being binding on the County.

4.1.7.2. How do I identify if a solicitation has an amendment?

Offerors are responsible for checking the website at <https://www.montgomerycountymd.gov/PRO/solicitations/formal-solicitations.html> periodically to remain informed of any solicitation amendments. Solicitation amendments may occur any time prior to the proposal due date and time. As a courtesy, the Office of Procurement may email solicitation amendments to holders of record with valid email addresses. However, it is the responsibility of the offeror to frequently visit the Office of Procurement's website to obtain solicitation amendments.

4.1.7.3. What am I required to do for the Amendment?

OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. This can be easily done in at least **one** of the following ways:

- 4.1.7.3.1. By filling-in the "Amendment Number" and "Date" of the amendment(s) under the Acknowledgment of Solicitation Amendments title; or
- 4.1.7.3.2. By returning one signed copy of the amendment with the Offeror's response to the solicitation

4.1.8. Maryland State Department of Assessments & Taxation (MD-SDAT)

- 4.1.8.1. Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships.
- 4.1.8.2. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering into a contract with your firm.
- 4.1.8.3. The County will verify this status on the MD-SDAT website.
- 4.1.8.4. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT.
- 4.1.8.5. If this status is not rectified in a timely manner with MD-SDAT, then your firm maybe declared non-responsible and your proposal will be rejected.
- 4.1.8.6. Information can be found at: (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

4.2. Conditions

4.2.1. Acceptance Time

- 4.2.1.1. By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

4.2.2. Contract Documents

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

- 4.2.2.1. General Conditions of Contract between County & Contractor (Section J)
- 4.2.2.2. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
- 4.2.2.3. Offeror's Certification of Cost & Price (for contracts above \$100,000.)
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
- 4.2.2.4. Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form".
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)

- 4.2.2.5. All representations and certifications listed in this document.
 - 4.2.2.6. Mandatory Insurance Requirements.
 - 4.2.2.7. Prevailing Wage Requirements (only for a construction contract between the County and Contractor).
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
 - 4.2.2.8. Prevailing Wage Local Hiring Report. (if applicable)
(<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf>)
 - 4.2.2.9. Prevailing Wage Law Local Hiring Attestation. (if applicable)
(<http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf>)
- 4.2.3. Determination of Responsibility
- 4.2.3.1. 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 contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement 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.
 - 4.2.3.2. 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.
 - 4.2.3.3. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
 - 4.2.3.3.1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction (“work”) required.
 - 4.2.3.3.2. The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption or interference.
 - 4.2.3.3.3. The integrity, reputation and experience of the offeror and its key personnel.
 - 4.2.3.3.4. The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
 - 4.2.3.3.5. The offeror’s previous and existing compliance with laws and ordinances relating to the contract or work.
 - 4.2.3.3.6. The sufficiency of financial resources of the offeror to perform the contract or provide the work.
 - 4.2.3.3.7. The certification of an appropriate accounting system, if required by the contract type.
 - 4.2.3.3.8. Past debarment or suspension by the County or other governmental entity.
- 4.2.4. Joint Procurement
- 4.2.4.1. The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:
 - 4.2.4.1.1. Maryland-National Capital Park & Planning Commission (M-NCPPC);
 - 4.2.4.1.2. Montgomery College (MC);
 - 4.2.4.1.3. Montgomery County Public Schools (MCPS);
 - 4.2.4.1.4. Montgomery County Revenue Authority;
 - 4.2.4.1.5. Montgomery County Housing Opportunities Commission (HOC);

- 4.2.4.1.6. Washington Suburban Sanitary Commission (WSSC); and
 4.2.4.1.7. Municipalities & Special Tax Districts in Montgomery County.
- 4.2.4.2. While this RFP is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and goods and/or services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each entity above will be solely responsible for and contract directly with the bidder under the entity's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.
- 4.2.5. Late Proposals
- 4.2.5.1. Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.
- 4.2.6. Minority, Female, Disabled Person Program Compliance
- 4.2.6.1. Under County law, this solicitation is subject to the Montgomery County Code (Part II, Chapter 11B, Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- 4.2.6.2. Information regarding the County's MFD program can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/MFD) Entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor".
- 4.2.6.3. The companion document entitled "Minority, Female, disabled Person Subcontractor Performance Plan" can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 4.2.7. Montgomery County Code and Procurement Regulations
- 4.2.7.1. The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.
- 4.2.8. Payment Terms
- 4.2.8.1. The County's payment terms are net thirty (30) days.
- 4.2.8.2. The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

4.2.9. Prevailing Wage (County Code Sections 11B-33-C and 20-75)

- 4.2.9.1. The Prevailing Wage Law applies to all construction contracts and to mechanical systems services contracts that meet minimum threshold contract values. Unless otherwise excluded by County law, a County-financed construction contract and a mechanical systems service contract that meet minimum threshold contract values are 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 can be reviewed at: (www.montgomerycountymd.gov/PrevailingWage).
- 4.2.9.2. An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

4.2.10. Qualification of Offerors

- 4.2.10.1. Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.
- 4.2.10.2. 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 factor(s) necessary to perform the contract.
- 4.2.10.3. Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

4.2.11. Services Contract (County Code 11B-33A)

- 4.2.11.1. Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.
- 4.2.11.2. Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/WRL). Contractor must comply with the "Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification form** at the website below.
- 4.2.11.3. The companion document entitled "**Wage Requirements Certification**" form can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

4.3. Notices

4.3.1. Proprietary & Confidential Information

- 4.3.1.1. This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display

publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information, as defined by the Maryland Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

- 4.3.1.2. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." However, the County, by law, must apply the MPIA's requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.
- 4.3.1.3. The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.
- 4.3.2. Protests
- 4.3.2.1. Any Offeror who is aggrieved (see 4.3.2.5 below) may file a protest. Any Offeror who is aggrieved in connection with a formal solicitation must deliver a written protest to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the solicitation proposal submission due date and time, if the offeror seeks as a remedy the cancellation or amendment of the solicitation.
- 4.3.2.2. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to "Montgomery County Government".
- 4.3.2.3. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained.
- 4.3.2.4. The Director, Office of Procurement, must dismiss any protest not timely received.
- 4.3.2.5. Only an offeror who is "aggrieved" may file a protest. "Aggrieved" means that the offeror who files the protest can demonstrate it may be eligible for an award of the contract if the protest is sustained.
- 4.3.2.6. Each protest must contain the following:
- 4.3.2.6.1. Identification of the solicitation;
 - 4.3.2.6.2. Offeror Name;
 - 4.3.2.6.3. Offeror Address;
 - 4.3.2.6.4. Offeror Email Address;
 - 4.3.2.6.5. Offeror Telephone Number;
 - 4.3.2.6.6. Statement supporting that the Offeror is aggrieved;
 - 4.3.2.6.7. Specification of all grounds for the protest;
 - 4.3.2.6.8. Submission of detailed facts and all relevant documents;
 - 4.3.2.6.9. Citation to relevant language in the solicitation, regulations, or law relied upon; and,
 - 4.3.2.6.10. All other matters which the Offeror contends support its protest
- 4.3.2.7. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.
- 4.3.3. Public Posting

- 4.3.3.1. It is the responsibility of the offeror, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed award for a contract in which the offeror is interested.
- 4.3.3.2. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).
- 4.3.3.3. Information regarding the proposed award under this solicitation, or any solicitation issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: <https://www.montgomerycountymd.gov/PRO/solicitations>, and at the Office of Procurement, 27 Courthouse Square, Ste 330, Rockville, Maryland 20850.
- 4.3.4. Solicitation Preparation Expenses
- 4.3.4.1. All costs incurred in the preparation and submission of an offeror's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.
- 4.3.5. Tie Scoring
- 4.3.5.1. In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the offeror who has its principal place of business in Montgomery County, Maryland. If there is a tie between two or more offers, each of whom have its principal place of business in Montgomery County, Maryland, then the tie will be resolved in accordance with the criteria stated under Procurement Regulation 4.1.2.4(f); See Procurement Regulations at: (<https://www.montgomerycountymd.gov/pro/help.html>)
- 4.3.6. Verbal Explanations
- 4.3.6.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.
- 4.3.7. Health Insurance Preference
- 4.3.7.1. Only a proposal from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the date and time of proposal submission will received a % evaluation factor that will be utilized to recalculate an Offeror's QSC written or interview score(s) for the Method of Award process, in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: <https://www.montgomerycountymd.gov/PRO/vendor-resources/laws-regulations.html>
- 4.3.8. Local Business Preference
- 4.3.8.1. Only an Offeror who: (1) has a valid local business certification when the business submits a timely proposal; or (2) has applied for local business certification prior to the due date/time to submit a proposal, will receive an evaluation factor worth 10% of the total points under an RFP, in accordance with Executive Regulations 13-20. Also, refer to: <https://www.montgomerycountymd.gov/PRO/DBRC/local-business-preference.html>.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

Located adjacent to the nation's capital, Montgomery County is the most populous county in the State of Maryland and one of the most diverse counties in the nation. Montgomery County Government (hereafter, the "County"), is composed of the Executive and Legislative branches. The Executive Branch implements and enforces Montgomery County's laws and provides executive direction to the government. Its chief executive officer is the County Executive. There are over 30 executive branch departments and agencies that help to deliver services to over 1 million county residents. Montgomery County is proud of the services it offers. These includes some of the best in the nation, which the County strives to deliver in keeping with its Vision Statement and Guiding Principles.

Montgomery County Maryland's Priority Outcomes include:

- Thriving Youth and Families
- A Growing Economy
- A Greener County
- Easier Commutes
- A More Affordable and Welcoming County for a Lifetime
- Safe Neighborhoods
- Effective, Sustainable Government

5.2. Intent

Montgomery County is seeking proposals from potential offerors (hereinafter "Contractors") to improve the County's website, including but not limited to interoperability to County systems; Information Architecture, Search Engine Optimization (SEO) & Content Strategy; Search capabilities and Brand experience including building templates to enable delightful experiences for stakeholders and citizens.

5.3. Scope of Services/Specifications/Work Statement

5.3.1 Website Expectations

- A. The County expects the Contractor to apply a human-centered approach (include data-driven research and engaging stakeholders), User/Customer centric methods, and an agile approach to solutions and communicate with a bi-weekly status report.
- B. The Contractor must provide cloud applications that interface with the County Azure Active Directory for identity management. This means that it will leverage the County security controls in Office 365 as well as the County MFA. The County recommends that any interfaces into and out of the County leverage the County Enterprise Service Bus for data exchanges.
- C. The Contractor must provide cloud hosting. We expect this solution to be a single source network for hosting.
- D. The Contractor must deliver an improved web experience to the County. Key outcomes include, but are not limited to:
 - Modernized Content Management System
 - Improved Self-Service, Website and Brand experience
 - Advanced Search capabilities & Analytics
 - Advanced Security Platform

- Integrations
 - Integration of systems, images, videos, and other media
- Accessibility
 - Contractor must provide the County with web content that complies with Section 508 the Rehabilitation Act (29 U.S.C.§ 794d) and follows the Web Content Accessibility Guideline (WCAG) 2.1 AA.
- Multi-Lingual
- Calendar/Events/Forms
 - A web-based events calendar that will dynamically display a variety of information. This interactive calendar should support sub-calendars, RSS feeds, and content syndication or tagging for use across the site. It should also allow the implementation of online events submission.

5.4. Website Background Information

- A. The County's website (<https://www.montgomerycountymd.gov>) is one of the most important communication channels the County utilizes to share its Priority Outcomes and Headline Measures as well as critical information with its residents. Some of the County's heavily visited web pages by residents in the past two (2) years are:
- **COVID-19 Website** – To determine the latest County information regarding COVID-19 vaccines, testing, reopening information, grants data, Executive Orders and directives. In addition, users also go to this site to get help and to get involved (volunteering).
 - **Real Property Tax Account Information and Bill Payment System** – The Real Property ASP.NET application, enables users to select property tax records to view and/or make payment on-line by credit card or automatic deduction from their bank account as appropriate. Residents or businesses can search for their property account by account number, bill number, condo, or street address. The application has been available for over a decade and is very popular every year.
 - **Montgomery County Public Library Website** – The website provides online access to book collections, events, learning and research resources, and general services (e.g. get a library card). In addition, activities and services for youth's and seniors are also easily accessible on the site. Branch locations along with information on how to use the library is also very useful. The Library's website has been in the top 3 sites visited for the past 5 years.
 - **InfoCenter** – The InfoCenter system, a County built .NET system, is used by County public information officers and staff in County departments, agencies, and other branches of local government to maintain, manage, and publish alerts, carousels (sliders) featured programs, portal panels, press releases, announcements, media advisories, statements, speeches, and testimony, Really Simple Syndication (RSS) feeds, and photos (slider archive).
 - **Additional Visit Reasons include:**
 - Access news and event information from the County Executive, County Council, and several other departments.
 - Sign up for recreation activities, events or classes or to find a recreation facility or center.
 - Determine the latest election information (e.g., early voting, voting services, dropbox locations) or election results.

B. As of July 2022, the County has 140 operational websites for 55 departments, agencies, and/or offices. The nine (9) file types uploaded to the server using the CMS are listed below:

- .pdf
- JPG & JPEG
- .html and .htm
- .png
- .xlsx & .xls
- .gif
- .css
- .js
- .pptx & .pp

C. Traffic: Average users of the County's website for Fiscal Year (FY) 2021 and FY 2022 are as follows:

- July – 939,179
- August – 886,095
- September – 833,793
- October – 908,371
- November – 887,239
- December – 936,855
- January – 1,223,810
- February – 942,447
- March – 957,942
- April – 845,804
- May – 882,317
- June – 1,059,644

D. Frequently Used Services:

- ESRI ArcGIS Online Maps
- Google Customer Search (JSON) interfaces
- Google Maps
- Google Translate
- Granicus – GovDelivery Digital Communications newsletter subscriptions
- Trumba Online Website Calendar and Registration System
- Zammo Chatbot – used for MC311

5.5. Maintenance

The Contractor must provide to the County guidelines and deliverables to maintain its website contents described above under 5.4.

The guidelines must include:

1. Layered .PSD files of Template Pages (including copies of font used)
2. Final site diagram or information architecture
3. CSS cascading style sheets for all public pages
4. Governance and training Guidelines
 - a. Maintaining the CMS
5. Brand Guidelines – governance and deliverables
 - a. Maintaining the CMS
 - b. Templates
 - c. Fonts

- d. Colors
- e. HTML, CSS, JS

5.6. Contractor's Qualifications

1. The Contractor must have demonstrated experience with designing of large websites with a minimum of 500,000 views per year.
2. The Contractor must provide evidence for three (3) years of experience with redesign of enterprise websites.

5.7. Contractor's Responsibility

1. The Contractor must complete all tasks on or before the agreed upon time between the Contractor and the County, as determined by the Contract Administrator.
2. The Contractor must provide a Project Plan and Timelines with major tasks identifying details of the milestones to get to the desired outcomes.
3. The Contractor must provide a plan for Website Governance as stated under Section 5.5.4
4. Staffing Plan
 - a. At a minimum, the Contractor must provide a lead project manager to deliver bi-weekly project status and demos when necessary.
 - b. The Contractor must provide additional staffing to successfully complete the scope of the contract. At each stage of the project, the Contractor must clearly indicate what role the additional staff will play.
5. Problem solving approach – the Contractor must efficiently and effectively mitigate the needs and concerns of County's stakeholders who own content in the County's website. In the event there is a problem, the Contractor must provide the County alternative solutions to resolve the problem and optimize the stakeholders' experience.
6. The Contractor must coordinate with the County's subject matter experts to facilitate a smooth transition.

5.8 Reports/Deliverables

The Contractor must provide creative solutions and manage the project continuously and provide a Bi-weekly status report with attached visuals and demos as necessary.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

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

The County Council appropriates funds on a fiscal year basis; the County's fiscal year runs July 1st through June 30th. Funds have been appropriated for the contract resulting from this RFP through the end of Fiscal Year 2024, which ends on June 30, 2024. For the fiscal year beginning July 1, 2024, and for any subsequent Contract periods, payments under the Contract resulting from this RFP are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund the Contract resulting from this RFP for a fiscal year that begins after this Contract is entered into, the Contract terminates on the first day of that fiscal year without further cost, liability or obligation to the County provided that the Contractor is given ten (10) days written notice of termination.

7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1 PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a.
- 7.1.2. Vendor interviews will be conducted with the three (3) highest scoring offerors with a **minimum score of 70**, based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section D.7.1.9.b. The QSC will also review an offeror for responsibility.
- 7.1.3. The QSC will make recommendation of the highest ranked offeror with a **minimum combined score of 150**, based on the QSC's combined written and interview scores, and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.6. Upon approval of a recommended award to a proposed awardee, by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.7. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee.
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

7.1.9. EVALUATION CRITERIA

a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals (1 PDF or PowerPoint) based on the following criteria.

	<u>POINTS</u>
1. Demonstrated ability to perform website redesign projects related to the size indicated under Section 5.4. Provide a minimum of two (2) example links and screenshots of website redesign projects completed in the past two years (large websites with a minimum of 500,000 views per year)	20
2. Proposed Project Plan and Timelines with major tasks and milestones as per Section 5.7.2	15
3. Website Maintenance Plan detailing how your organization can help Montgomery County maintain the newly created website experience for the long-term, as per Section 5.5.4 and 5.7.3	10
4. Staffing Plan – include staff members, roles and responsibilities assigned to the project as per Section 5.7.4. Include your Company's years of experience with re-design of projects of this size (large websites with a minimum of 500,000 views per year)	10
5. Provide an example of a Website Governance Model. Please detail why your model is effective for Montgomery County	9
6. Cost	11
7. Local Business Preference (LBP)	10
8. Local Small Business sub-contracting participation **	5
9. MFD Participation* (Must EXCEED set % goal of applicable purchasing category)	10
Highest possible QSC score for written proposal evaluation:	100

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

1. Proposed plan to improve the Montgomery County website experience. Please include: Human Centered problem solving approach and your approach to migrating content	25
2. Proposed plan on engaging and collaborating with stakeholders to improve Montgomery County's web experience. Please include: how you plan to work with 20+ departments with various web experience needs	20
3. Proposed plan on hosting detailing security details, public cloud, or private cloud and why your plan should be used	19
4. Cost	11
3. Local Business Preference (LBP)	10
4. Local Small Business sub-contracting participation **	5
5. MFD Participation* (Must EXCEED set % goal of applicable purchasing category)	10
Highest possible QSC score for interview evaluation:	100

*MFD Participation Requirements and Examples: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)

** See Local Small Business sub-contracting participation (attachment E)

8 SECTION E - SUBMISSIONS

8.1 PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

8.1.1. Offerors must electronically submit their proposal through

www.bidnetdirect.com/maryland/montgomerycounty in the format below. Proposals will be evaluated on only material that 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 (including labeled sections numbered as shown):

- 8.1.1.1. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, and email address.
- 8.1.1.2. The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
- 8.1.1.3. 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 as that required by the County in this solicitation. ([see Attachment A](#)).
- 8.1.1.4. If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), the offeror must submit the appropriate Wage Requirements Law forms found at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
- 8.1.1.5. Mid-Atlantic Purchasing Team Rider Clause – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf).
- 8.1.1.6. Minority, Female, Disabled Persons Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points ([see Section D](#) above and the requirements and examples at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf) MUST complete and submit this form with its proposal submission.**

***The Purchasing Category Related to the MFD Participation Evaluation Factor for this solicitation is indicated on the front cover page.**

- 8.1.1.7. Minority Business Program and Offeror's Representation –
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf (see Sample of MFD Report of Payments Received
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section E, 8.1.1.6., above, should complete and submit this form with its proposal submission.
- 8.1.1.8. Local Business Subcontracting Performance Plan
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf
Note: Only applies to Offerors who are responding to High Dollar Contracts (with an initial contract that is estimated to exceed \$10 million) in accordance with County Code Article XVII of Chapter 11B: Local Business Subcontracting Program, should complete and submit this form with its proposal submission.
- 8.1.1.9. Detailed Proposal outlining the Contractor's experience with a website re-design of this scope and breadth as outlined in Section 5.3. Include with your proposal a plan for engaging stakeholders in the project as well as a minimum of two (2) examples of a similar website re-design projects that include project links screenshots, and usage data (including the average number of users and page views). Address in your proposal the time to complete those projects, major challenges faced in the completion of those projects, and how the challenges were resolved and the staffing plan for those projects.
- 8.1.1.10. Proposal must be submitted in the order of the Written Proposal Evaluation Criteria.
- 8.1.1.11. Projected Project Plan and Timeline – include major tasks and milestones and method for assessing the progress on the project, include method for correcting deficiencies and maintaining timelines in the event of unforeseen complications in the project.
- 8.1.1.12. Projected Project Budget (Cost).
- 8.1.1.13. Website Maintenance Plan – Written plan for continued maintenance of the website including plan for future enhancements and Proposed Plan on hosting describing security details, public cloud or private cloud and why your plan should be used.
- 8.1.1.14. Contractor's plan and vision of the Montgomery County, Maryland website.
- 8.1.1.15. Staffing Plan – Detailed staffing plan including project lead, contact person, other staff and detailed diagram or chart demonstrating the relationship among all staff members on the project and their respective roles and years of experience for proposed staff.
- 8.1.1.16. Website Governance Model – Provide an example of a Website Governance Model. Please detail why your model is effective for Montgomery County.
- 8.1.1.17. Description of problem-solving approach and demonstration of its effectiveness including how you will work to migrate existing content, how you will work with internal and external stakeholders and subject matter experts.
- 8.1.1.18. Audited Financial Statements. The Offeror must provide 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. The Offeror must provide audited balance sheets for the past three (3) years, or other acceptable evidence of financial stability. If three (3) years of financial information is not available, the Offeror must explain why the information is not available.
- 8.1.1.19. Redacted Proposal. The County anticipates receiving requests made pursuant to the Maryland Public Information Act ("MPIA") for copies of the proposals submitted in response to this RFP. Therefore, each Offeror must also provide a self-redacted proposal. Any redactions must be in compliance with the MPIA.

8.2 AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted:

- 8.2.1 Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- 8.2.2 Offeror's Certification of Cost and Price (contract value greater than \$100,000) – (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf).
- 8.2.3 Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment C.
 - 8.2.3.1 The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
 - 8.2.3.2 These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor, and are applicable to any contract executed as a result of this solicitation.
- 8.2.4 If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf)).
- 8.2.5 If this solicitation is for a High Dollar Value Contract (with an initial contract award that is estimated to exceed \$10 million), then the Offeror must submit a Local Business Subcontracting Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf).

9 SECTION F - COMPENSATION

The contractor will be paid on a monthly basis, within 30 days after the County's receipt and acceptance of an invoice submitted by the contractor and in a form approved by the County.

10 SECTION G - CONTRACT ADMINISTRATOR

10.1. AUTHORITY

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

10.2. USING DEPARTMENT

The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6.

10.3. CONTRACT ADMINISTRATOR

The Contract Administrator for any contract resulting from this solicitation is: Kenneth Lennon at Kenneth.lennon@montgomerycountymd.gov.

11 SECTION H - SPECIAL TERMS AND CONDITIONS

- 11.1 **General Conditions of Contract Between County and Contractor (General Conditions).** The County's General Conditions of Contract Between County and Contractor ("General Conditions") will be made a part of any contract resulting from this solicitation. In the event an Offeror desires to request any modification to the County's General Conditions, it must make its request to modify General Conditions, in writing, no later than 20 days before the due date for Offerors to submit proposals in response to this solicitation. The County will then consider any requested modification to the General Conditions, as well as applicable laws, regulations, policies and procedures and related business, governmental and legal issues. And, if the County determines that a modification to the General Conditions is appropriate for this solicitation, it will then issue a solicitation amendment that notes any resulting modifications to the General Conditions. If the County modifies the General

Conditions, then the General Conditions, as modified, will become a part of any contract resulting from this solicitation. Accordingly, by signing the Acknowledgement Page of this solicitation, the Offeror agrees that the General Conditions (including any modification made through a solicitation amendment) will be applicable to any contract resulting from this solicitation. The County will deem unacceptable, and will not consider for further evaluation, any proposal that includes modifications to the General Conditions that it receives after the above-mentioned deadline for submitting a request to modify the General Conditions.

11.2 County Information Security Requirements

The County's Information Security Policy is Administrative Procedure ("AP") 6-7, Information Security (Attachment D). This policy is based on the National Institutes of Standards and Technology ("NIST") Special Publication 800-53, which is a well-known and commonly followed catalog of recommended security and privacy controls for information technology systems.

If Contractor's personnel will access County information systems are part of Contractor's performance, the parties must attach and incorporate by reference into the Contract, AP-6-7.

All Contractor personnel who access County information systems with a County-assigned user identification must comply with the "Rules of Behavior" which is Exhibit A to AP 6-7.

County departmental users who are information system administrators/owners must comply with the Information Security System and Data Owners' Handbook ("ISSaDOH") which is Exhibit B to AP 6-7. The ISSaDOH adopts and is consistent with NIST Special Publication 800-53.

Contractor acknowledges and must advise its personnel who provide information system configuration services that pursuant to the ISSaDOH, system owners must set or comply with articulated rules for: system, general data, and sensitive information access; user authentication; system maintenance and updates, audits; system configuration maintenance and modification (for both local and cloud-based systems); contingency in the event of system failure; data backup; security incident notification; physical access to facilities and housing systems; transportation of system media and components; reporting of security incidents; and remediation of security vulnerabilities. Contractor acknowledges that any system design, configuration, customization, or implementation that exists within or interfaces with County information systems must comport with County information security and privacy engineering principles and the County's information system architecture.

If Contractor will be using remote servers hosted on the Internet to store, manage, and process data, then Contractor must either:

- A) Certify that as of the date of Contract signature and throughout its performance that Contractor is FedRAMP Ready/Authorized Low; or.
- B) Provide a third-party's verification that Contractor is NIST 800-53 Low (minimal) compliant prior to contract signature, maintain NIST 800-53 Low compliance throughout Contractor's performance, and provide to the County within 30 business days of request a third party's most recent verification of the Contractor's NIST 800-53 Low compliance. Failure to provide the certification within the timeframe requested or failure to provide the certification for the most recent year of the Contractor's performance is grounds for the County to terminate the Contract for default.

In the event Contractor does not meet the security requirements of this provision, Contractor must notify the County prior to Contact signature so that the County may initiate the risk management assessment process set forth in AP 6-7 in Attachment D, ISSaDOH, Section 14.

The Contractor may be afforded remote access privileges to County Information Resources, or otherwise work on or interface with County Information Resources, and must ensure that the County's Information Resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Security Procedure (AP 6-7). The County reserves the right to update AP 6-7 at any time, and such updates will be deemed binding upon the Contractor.

The Contractor will also have access to County data that may be of a confidential or privileged nature. Contractor personnel working at County locations will wear County-issued identification badges and sign County furnished Non-Disclosure or Confidentiality Statements prior to commencement of work under the Contract. At the County's discretion, Contractor personnel may be required to vacate County premises immediately if it is determined that the Contractor personnel may have accessed confidential data for non-business-related purposes, unrelated to work under the Contract, or that Contractor's employees may be involved in an illegal use of confidential data.

The above discussion does not relieve the Contractor from any requirements in the General Conditions of Contract attached to this RFP. Contractors are reminded to review all security-related requirements in the General Conditions of Contract, including those related to HIPAA.

11.3 Use of County's Name

The existence of any resultant Contract and its terms are public information under the Maryland Public Information Act. Contractor acknowledges, however, that while the County may be listed as Contractor's customer in advertising, sales promotion or other materials, the Montgomery County Code prohibits Contractor from reproducing any County symbols (including without limitation the County's coat of arms, flag, or insignia, or any County department symbols) in any such promotional materials. Further, to be consistent with the County's ethics laws, Contractor's statements regarding any resultant Contract must not create the impression of any endorsement by the County of the Contractor in particular beyond the fact of the existence of and resultant Contract. Failure to comply with this requirement by the Contractor shall constitute a material breach of this Contract.

11.4 Regeneration of Lost or Damaged Data

With respect to any data which Contractor has lost or damaged, Contractor must, at its own expense and to the extent possible, promptly replace or regenerate such data from the County's machine-readable supporting material, or obtain, at Contractor's own expense, a new machine-readable copy of lost or damaged data from the County's data sources. The Contractor shall not be responsible for any expenses that are the result of the failure of the County to maintain backup data in accordance with County procedures, unless the Contractor caused such failure.

12 SECTION I - ETHICS

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

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:

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

13 SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

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

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

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

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

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

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

<http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;

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

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

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

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

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

16. IMMIGRATION REFORM AND CONTROL ACT

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

17. INCONSISTENT PROVISIONS

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

18. INDEMNIFICATION

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTIONS

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

21. INSURANCE

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

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

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<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	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See

for errors, omissions

Attach.

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

and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

Certificate Holder

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

*Professional services contracts only

B. Payment Card Industry Compliance:

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

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 Attach.

24. NON-CONVICTION OF BRIBERY

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

25. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

26. PAYMENT AUTHORITY

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

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

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

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

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

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:
In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement

from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

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

28. PERSONAL PROPERTY

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

29. TERMINATION FOR DEFAULT

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon

issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

PMMD-45. REVISED 07/2022

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

ATTACHMENT A

REFERENCES
(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 for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____
EMAIL: _____ CELL PH _____

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____
EMAIL: _____ CELL PH _____

NAME OF FIRM: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ PHONE: _____
EMAIL: _____ CELL PH _____

ATTACHMENT B

COST AND PRICE REQUIREMENTS

By submitting your proposal, offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the proposed awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.
- C. Offeror's Certification of Cost and Price information (the form on which to enter this information can be downloaded at (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)).

ATTACHMENT C**MANDATORY INSURANCE REQUIREMENTS****MANDATORY MINIMUM INSURANCE REQUIREMENTS** – County website re-design services including cloud hosting services

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

Commercial General Liability

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

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

Worker's Compensation/Employer's Liability

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

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

Cyber / Professional Liability Insurance, in an amount not less than **ten million dollars (\$10,000,000)** per claim, covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for unauthorized access, failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland hereunder. The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability. Coverage shall include loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright or trademark infringement liability due to County's use of Supplier's Products or Services.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policy(s) if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

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

Certificate Holder

Montgomery County, MD
Technology & Enterprise Business Solutions \ Donna Potisk
101 Monroe St., 13th Floor
Rockville, MD 20850

RFP #1155635

ATTACHMENT D

Administrative Procedure 6-7 – Information Security

Attachment E



Local Small Business sub-contracting participation plan for RFP # 1155635

Montgomery County Department of Technology and Enterprise Business Solutions strongly encourage the contractor to subcontract to certified Local Small Businesses (LSBs). If the total LSBs participation is equal to or exceed 10% of the total contract value, 5 points (5% of the total evaluation points) will go toward its LSBRP subcontracting Participation. The subcontractor must be certified by Montgomery County as a Local Small Business on www.mcipcc.net

Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____

The percentage of total contract dollars, including modifications and renewals, to be paid to all certified local small business subcontractors, is _____% of the total dollars awarded to Contractor.

1. Sub-Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____
 The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

(continued)

2. Sub-Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____
 The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

3. Sub-Contractor's Name: _____
 Address: _____
 Phone Number: _____
 Email: _____
 Contact Person's Name: _____
 Contact Person's Title: _____
 The percentage of total contract dollars to be paid to this subcontractor: _____
 This subcontractor will provide the following goods and/or services: _____

4. Sub-Contractor's Name: _____
Address: _____
Phone Number: _____
Email: _____
Contact Person's Name: _____
Contact Person's Title: _____
The percentage of total contract dollars to be paid to this subcontractor: _____
This subcontractor will provide the following goods and/or services: _____

(Add more pages and subcontractors as necessary)

For any question, please contact Michael Brown at Michael.Brown@montgomerycountymd.gov

Exhibit 1

Council Requested Non Recommended Reductions for FY24

Department	FY24 County Executive Recommended Budget			Additional Scenarios		
	Historical Lapse	One-time Lapse Associated with Long-Term Vacancies (Review Items)	Additional Circumstantial Lapse (Review Items)	Total Recommended FY24 Lapse	Non-Recommended Scenario 1	Non-Recommended Scenario 2
Total	(\$34,678,042)	(\$10,426,690)	(\$5,847,914)	(\$50,952,646)	(\$8,516,000)	(\$9,681,000)
Police	(\$7,241,240)	(\$1,843,445)	(\$3,628,000)	(\$12,712,685)	(\$2,371,000)	(\$2,846,000)
Health and Human Services	(\$7,695,532)	(\$3,049,437)		(\$10,744,969)	(\$627,000)	(\$752,000)
Fire and Rescue Service	(\$3,653,122)	(\$816,046)		(\$4,469,168)	(\$336,000)	(\$403,000)
TEBS	(\$2,223,100)	(\$1,110,061)		(\$3,333,161)	(\$1,002,000)	(\$1,202,000)
Transit Services**	(\$456,202)	(\$1,121,335)	(\$1,586,563)	(\$3,164,100)		
Transportation	(\$1,642,659)	(\$480,572)		(\$2,123,231)	(\$690,000)	(\$828,000)
DOCR*	(\$1,048,138)	(\$398,363)	(\$451,733)	(\$1,898,234)	(\$800,000)	(\$960,000)
Permitting Services	(\$1,476,558)			(\$1,476,558)		
Sheriff	(\$575,778)		(\$719,319)	(\$1,295,097)		
Public Libraries	(\$2,072,828)		\$825,000	(\$1,247,828)	(\$825,000)	(\$825,000)
ABS	(\$1,006,239)			(\$1,006,239)		
DGS - Fleet	(\$500,001)		(\$377,761)	(\$877,762)		
Animal Services	(\$610,059)	(\$39,537)		(\$649,596)		
Procurement	(\$192,741)	(\$410,053)		(\$602,794)		
General Services	(\$527,806)			(\$527,806)		
Urban Districts	(\$191,420)	(\$328,680)		(\$520,100)		
Recreation	(\$901,134)		\$391,128	(\$510,006)	(\$391,000)	(\$391,000)
DEP - RRM	(\$431,348)			(\$431,348)		
Management and Budget	(\$269,341)	(\$132,432)		(\$401,773)		
County Attorney	(\$390,375)			(\$390,375)		
Circuit Court	(\$342,384)			(\$342,384)	(\$489,000)	(\$489,000)
Human Resources	(\$169,001)	(\$169,996)		(\$338,997)		
Environmental Protection	(\$193,589)		(\$142,446)	(\$336,035)		
State's Attorney	(\$300,317)			(\$300,317)		
Finance		(\$230,119)		(\$230,119)		
County Executive	(\$153,052)	(\$61,863)		(\$214,915)		
CEC	(\$12,501)	(\$140,863)		(\$153,364)		
Public Information	(\$138,448)			(\$138,448)		
Board of Elections	(\$30,664)	(\$93,888)		(\$124,552)		
Parking District Services	(\$99,565)			(\$99,565)		
DHCA	(\$91,428)			(\$91,428)		
CUPF	\$84,775		(\$158,220)	(\$73,445)		
Consumer Protection	(\$58,742)			(\$58,742)		
Labor Relations	(\$42,503)			(\$42,503)		
OEMHS	(\$25,004)			(\$25,004)		
County Council					(\$712,000)	(\$712,000)
Inspector General					(\$273,000)	(\$273,000)
Legislative Oversight						
Human Rights						

*The Executive is assuming a phased Pre-Release and Reentry Services Center reopening to match projected service demand.

** The Executive is recommending to freeze 16 positions in preparation for the RideOn Reimagined Program (-\$1,586,563). This action is captured within the FY24 Recommended Budget publication item: *Adjust Ride On Budget to reflect anticipated staffing requirement (-\$2,558,086)*.