
REQUEST FOR EXPRESSIONS OF INTEREST
EOI NO. 07-2023
MASTER PLAN FOR THE GATEWAY INNOVATION DISTRICT

OPENING: JULY 5, 2023 AT 11:00 A.M.
PRE-SUBMITTAL CONFERENCE: MAY 31, 2023 AT 3:00 P.M.

BUYER: Jennie Rittenhouse, CPPB
PHONE: 410-313-6378 ▪ EMAIL: jrittenhouse@howardcountymd.gov



HOWARD COUNTY, MARYLAND

**OFFICE OF PROCUREMENT
AND CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

<https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration>



Formal EOI Solicitations and Submittal Results are available on our website

TABLE OF CONTENTS

	PAGE
GENERAL CONDITIONS	3-10
1. Project Description	
2. Pre-Submittal Meeting	
3. Questions and Inquiries	
4. Agreement	
5. Technical Submittal	
6. Form SF330	
7. Insurance	
8. Submission of Expressions of Interest	
9. Evaluation of Expressions of Interest	
10. Selection of Top-Ranked Firm	
 CONSULTANT SELECTION PROCEDURE (APPENDIX A)	 11
SAMPLE AGREEMENT (APPENDIX B)	12-25
AFFIDAVIT (APPENDIX C)	26
TECHNICAL SUBMITTAL SIGNATURE COVER PAGE (APPENDIX D)	27
EQUAL BUSINESS OPPORTUNITY PARTICIPATION (APPENDIX E).....	28-29
VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM FORM (APPENDIX F).....	30
WAGE RATE REQUIREMENTS (APPENDIX G)	31-32
FOREIGN SERVICES DISCLOSURE FORM (APPENDIX H)	33

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-3694.

<p>IMPORTANT NOTICE REGARDING ADDENDA</p> <p>Addenda to solicitations often occur prior to bid opening. It is the potential Consultant’s responsibility to visit the Office of Procurement and Contract Administration website for updates to solicitations.</p> <p style="text-align: center;">https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration</p>

GENERAL CONDITIONS

1 PROJECT DESCRIPTION: Howard County, Maryland (the “County”) desires to secure professional services from a consultant or consultant team (hereinafter “Consultant”) to develop a comprehensive, actionable master plan for Gateway as a new “Innovation District.” Gateway is an over 1,000-acre business park and industrial area located in Columbia, Maryland and bounded generally by Interstate 95 (I-95) to the east, Maryland Route 175 (MD-175) to the north, Snowden River Parkway to the west, and the CSX rail corridor to the south. The County’s General Plan update – HoCo By Design – as currently drafted, proposes a bold redevelopment of this area as a mixed-use, regional activity center. HoCo By Design will be presented for County Council adoption in the fall of 2023.

The master plan should build upon the direction provided in HoCo By Design that outlines the area’s future mix of uses, open space network, development phasing and intensity, building form/scale, and infrastructure approach. The master plan should focus on measurable goals and a diverse set of regulatory, economic, and design tools for redeveloping Gateway into a major hub for employment, entertainment, and innovation in Howard County while emphasizing housing opportunities, new open spaces, transportation access and mobility, environmental stewardship, and civic principles that make the activity center a smart, connected and complete community. The HoCo By Design Plan specifically references Gateway in the following chapters and appendices: the Growth and Conservation Framework chapter (and the related Technical Appendix, “Character Areas”), the County in Motion chapter, the Economic Prosperity chapter, the Managing Growth chapter, and the Technical Appendix, “Focus Areas” that supplements design-related policies presented in the Quality By Design chapter; however, other policies in the Plan will be applicable.

The project will be managed by the Howard County Department of Planning and Zoning (DPZ) in partnership with the Howard County Economic Development Authority and other agencies. The project will rely upon the expertise of the Consultant and other requirements contractors engaged by or through the County. Section 1.2 below outlines the aspects of the project to be managed by the Consultant.

The project is expected to kick-off in fall of 2023, after the adoption of HoCo By Design. Upon completion, the master plan will be presented as an amendment to the adopted HoCo By Design General Plan and will guide the redevelopment and rezoning of properties in Gateway.

- 1.1 Project Purpose. The purpose of the project is to:
 - 1.1.1 Engage stakeholders, property owners and the public in discussion about the future of Gateway.
 - 1.1.2 Further develop concepts and ideas about Gateway presented in HoCo By Design.
 - 1.1.3 Provide more detailed data analysis, modeling and design concepts.
 - 1.1.4 Research and evaluate local, national and/or international best practices to develop recommendations.
 - 1.1.5 Synthesize input from various sources into a master plan.

- 1.2 Consultant Scope. The master plan will include the following planning elements to be provided by the Consultant:
 - 1.2.1 Innovation
 - 1.2.1.1 Create an innovation planning element for Gateway that:
 - 1.2.1.1.1 Defines the “Innovation District” concept as it relates to Gateway, including its associated amenities, infrastructure and mix of uses.
 - 1.2.1.1.2 Plans for a smart and connected community with provisions for autonomous systems, clean and sustainable buildings and energy, nature-based climate solutions, population health and cybersecurity concepts.

- 1.2.2 Economic Development
 - 1.2.2.1 Create an economic development planning element for Gateway that:
 - 1.2.2.1.1 Envisions significant growth and development as a mixed-use regional activity center.
 - 1.2.2.1.2 Retains and showcases industrial uses in a reimagined Gateway, as described in HoCo By Design.
 - 1.2.2.1.3 Analyzes market data and develops recommendations for the industrial sector targeting for job demand, business attraction and retention in Gateway.
 - 1.2.2.2 Conduct land use market studies that:
 - 1.2.2.2.1 Analyze the demand for non-residential uses, including future retail, office and industrial uses in Gateway.
 - 1.2.2.2.2 Determine the housing demand for Gateway by unit type (i.e.: rental or condo apartments, townhomes, duplexes, quadplexes, multiplexes, single-family detached, etc.).
- 1.2.3 Housing
 - 1.2.3.1 Create a housing planning element for Gateway that:
 - 1.2.3.1.1 Provides recommendations for the appropriate mix of affordable and missing-middle housing types and their potential locations.
 - 1.2.3.1.2 Establishes the desired amount, types, locations and phasing of residential units to achieve HoCo By Design residential and commercial growth targets.
- 1.2.4 Development Phasing
 - 1.2.4.1 Create a development phasing planning element for Gateway that:
 - 1.2.4.1.1 Establishes a development phasing program which considers existing development patterns, property ownership, absorption rates for recommended land uses, infrastructure demand and public facilities.
 - 1.2.4.2 Work with County’s requirements contractors and project team to:
 - 1.2.4.2.1 Analyze the implications of phasing upon transportation, water and sewer, public facilities and government financing models.
- 1.2.5 Environment and Sustainability
 - 1.2.5.1 Create an environment and sustainability planning element for Gateway that:
 - 1.2.5.1.1 Identifies and inventories natural resources on-site for protection, restoration or enhancement.
 - 1.2.5.1.2 Delivers recommendations for sustainable redevelopment practices and habitat preservation and restoration that advance the policies and actions of HoCo By Design and the County’s Climate Action Plan including, but not limited to, net-zero buildings, onsite and nature-based climate solutions for energy collection and production, stormwater management and grey water reuse.
 - 1.2.5.2 Work with the County’s requirements contractors and project team to:
 - 1.2.5.2.1 Explore implications of grey water reuse and other sustainability practices on public water and sewer, energy, and natural systems.
- 1.2.6 Urban Design and Architecture
 - 1.2.6.1 Create an urban design and architecture planning element for Gateway that:
 - 1.2.6.1.1 Creates a public realm framework for organizing new development and open space in Gateway, including public parks and recreation, plazas, streetscapes amenity spaces, and explores maintenance models.
 - 1.2.6.1.2 Emphasizes civic uses and community facilities in recommendations for future redevelopment.
 - 1.2.6.1.3 Advises on compatible infill and redevelopment in terms of use and design.
 - 1.2.6.1.4 Provides recommended scale and character of development, including design concepts that showcase innovative design and insist on high-quality building architecture throughout Gateway.
 - 1.2.6.1.5 Explores design features and/or controls.

- 1.2.6.2 Work with the County’s requirements contractors and project team to:
 - 1.2.6.2.1 Envision an interconnected street network that follows existing property lines and creates walkable blocks.
- 1.2.7 Land Use and Public Facilities
 - 1.2.7.1 Create a land use and public facilities planning element for Gateway that:
 - 1.2.7.1.1 Employs land use modeling to inform the appropriate use mix throughout Gateway, including commercial (retail and office), industrial, residential, and natural space opportunities and locations. This should include densities, phasing, building size, height, and setbacks and other development criteria.
 - 1.2.7.1.2 Based on the land use recommendations above, provides recommended changes to the County’s zoning necessary to implement the vision for Gateway developed in the master plan.
 - 1.2.7.1.3 Establishes plan review and approval processes to ensure consistency with the master plan.
 - 1.2.7.2 Work with the County’s requirements contractors and project team to:
 - 1.2.7.2.1 Create recommendations for facilities needs within Gateway, including rights of way, schools, transportation, public safety, and public works, as well as Adequate Public Facilities Ordinance requirements.
- 1.3 County Requirements Contractor Scope. The master plan will also include the following planning elements or tasks to be provided by the County’s requirements contractors:
 - 1.3.1 Transportation
 - 1.3.1.1 Create a transportation planning element for Gateway that:
 - 1.3.1.1.1 Evaluates and tests planned local and regional transportation projects.
 - 1.3.1.1.2 Evaluates and tests revised and new concepts to improve access to Gateway for all modes, with a focus on bike and pedestrian access and strengthening safe access to adjacent communities.
 - 1.3.1.1.3 Measures and tests the impact of future and existing development scenarios on the local and regional transportation network.
 - 1.3.1.1.4 Evaluates and tests regional and local public transit access to and through Gateway, including developing concept level planning and cost estimates.
 - 1.3.1.1.5 Applies knowledge of state and federal funding and approval processes to recommendations.
 - 1.3.1.1.6 Considers the impact of autonomous or semi-autonomous vehicles on future transportation demand.
 - 1.3.1.1.7 Considers the impact of autonomous, semi-autonomous and electric vehicles on parking demands.
 - 1.3.1.2 Work with the Consultant and project team to:
 - 1.3.1.2.1 Consider the impacts of flight paths for BWI airport in the design of Gateway.
 - 1.3.1.2.2 Envision an interconnected street network that creates walkable blocks while taking into consideration existing property lines and demands of county service vehicles.
 - 1.3.1.2.3 Analyze development phasing for transportation and multimodal opportunities.
 - 1.3.1.2.4 Develop recommendations for transportation-related Adequate Public Facilities Ordinance requirements specific to development at Gateway, including transportation demand management concepts and programs.
 - 1.3.2 Water and Sewer
 - 1.3.2.1 Create a water and sewer planning element for Gateway that:
 - 1.3.2.1.1 Analyzes and includes recommendations for public water and sewer infrastructure capacity improvements needed to facilitate redevelopment at Gateway.

- 1.3.2.2 Work with the Consultant and project team to:
 - 1.3.2.2.1 Assist in modeling and financing evaluations, including phasing analyses as they relate to public water and sewer infrastructure.
 - 1.3.2.2.2 Advise on the implications of grey water reuse and other innovative, sustainable, or nature-based climate solutions or practices.
- 1.3.3 Infrastructure Financing
 - 1.3.3.1 Create an infrastructure financing planning element for Gateway that:
 - 1.3.3.1.1 Documents a long-term financial model for infrastructure improvements and maintenance costs needed to facilitate redevelopment at Gateway.
 - 1.3.3.1.2 Explores local, national and/or international models used to finance similar infrastructure investments.
 - 1.3.3.1.3 Develops recommendations for costs and funding strategies.
 - 1.3.3.2 Work with the Consultant and project team to:
 - 1.3.3.2.1 Analyze financial projections and assumptions, including analyses of phased development scenarios.
- 1.4 Additional Consultant Responsibilities. In addition to the scope outlined in Section 1.2, the Consultant will also have the following responsibilities:
 - 1.4.1 The Consultant will draft the master plan’s text, including the incorporation of elements or analyses developed by the County’s requirements contractors (as defined in Section 1.3). County staff will refine the text. The Consultant will provide DPZ photos, and other visual elements to incorporate into the final design of the plan. DPZ will design and format the final master plan document. Depending on cost, DPZ may request an Adobe InDesign template for the master plan be provided by the Consultant. Please provide a cost for this optional task.
 - 1.4.2 The Consultant will develop and facilitate public workshops/meetings/events to share information and gather feedback, with support from County staff.
 - 1.4.3 The Consultant will report directly to the project manager in DPZ and supporting project team and will be responsible for the successful completion of the project. The Consultant will collaborate with the County’s requirements contractors for the transportation, infrastructure financing and water/sewer infrastructure aspects of the master plan and will work with subject matter experts within the County and external stakeholders to develop the final master plan.
 - 1.4.4 County staff will include DPZ, Office of Transportation (OOT), Office of Community Sustainability (OCS), Department of Recreation and Parks (DRP), Howard County Economic Development Authority (HCEDA), Department of Finance, and Department of Public Works (DPW).
 - 1.4.5 External stakeholders will include but are not limited to the public, property owners, tenants, Columbia Association (CA), Maryland Department of Transportation (MDOT), Federal Highway Administration (FHWA) and Federal Aviation Administration (FAA).
- 1.5 Consultant Experience. The Consultant shall possess demonstrated experience in and ability to provide the following services:
 - 1.5.1 Community-based strategic and master planning, including land use.
 - 1.5.2 Real estate development analysis, including housing, office park and infrastructure visioning and phasing.
 - 1.5.3 Market economics research, including industry/job demand analysis.
 - 1.5.4 Environmental/sustainability planning.

- 1.5.5 Urban design and architecture, including landscape architecture.
- 1.6 Resources. The following resources will inform the master plan effort:
- 1.6.1 Draft HoCo By Design: guidance specific for the Gateway Master Plan can be found in the Focus Areas and Character Areas Technical Appendix; however, the entire draft plan should be used for master planning guidance.
- 1.6.2 HoCo By Design [Scenario Planning Guide and Story Map](#).
- 1.6.3 [Innovation District Declaration](#).
- 1.6.4 [HCEDA – Links to Gateway Information](#).
- 1.6.5 [Community Visioning for CAV – Gateway Innovation District](#).
- 1.6.6 [Johns Hopkins APL Smart City Innovation in Gateway District](#).
- 2 PRE-SUBMITTAL MEETING: A pre-submission meeting will be held on Wednesday, May 31, 2023, at 3 p.m. virtually, via WebEx, to brief prospective consultants on the scope of the project and provide an opportunity for questions. Please see PlanetBids for the meeting link.
- 3 QUESTIONS AND INQUIRIES: Questions concerning this Expression of Interest must be submitted in the eProcurement system by the date and time specified. The Buyer in the Office of Procurement and Contract Administration is the sole point of contact for this solicitation.
- 4 AGREEMENT:
- 4.1 The County and Consultant must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Consultant is identified. In order to expedite this process, a sample Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County’s Agreement (Appendix B) must be noted in the submission to be considered during evaluation. Exceptions to the County’s Agreement may result in rejection of the proposal. The County will not accept any exceptions to the Agreement after the opening date and time of this solicitation.
- 4.2 Do not fill in or sign the sample Consultant Agreement attached as Appendix B. The County will prepare an Agreement specific to this solicitation for execution by the successful Consultant.
- 5 TECHNICAL SUBMITTAL:
- 5.1 The Consultant’s technical understanding and approach to the project, including innovativeness and any special expertise or resources that the firm intends to use, or other relevant information shall be submitted on **no more than (15) typewritten pages** (minimum font size 11 point). Photographic exhibits, charts and figures, if included, will count towards the page limit. The transmittal letter, which shall be limited to one page, shall not be used to circumvent or supplement the above limit. The transmittal letter will not be used in the evaluation. **Failure to comply with the page limit may result in rejection of the Expression of Interest.**
- 5.2 Consultants must complete and submit Appendix C and Appendix D with their submission. These forms will not count towards the page limit.
- 6 FORM SF330:
- 6.1 Interested firms are required to submit a completed Standard Form 330 which is separate from and does not count towards the page limit of the technical submittal. If your firm does not have a blank SF330, the form may be obtained from the Office of Procurement and Contract Administration and Contract Administration website at <https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration> under Current Solicitations Standard

Form 330.

- 6.2 SF330 shall include, if applicable, all Howard County Government contract work currently in progress or completed in the last five years, in addition to other relevant contract work completed in the last five years.
- 6.3 SF330 shall indicate only the number of personnel by discipline the firm proposes to involve in the specific project. It shall identify all sub-consultants, including Equal Business Opportunity (EBO) Enterprises, which will participate in this project. Responses should only address the key personnel who will be specifically assigned to this project (including those of any joint ventures, Consultants, sub-consultants, EBO Enterprise, etc.) and shall include no more than 10 resumes. Each individual resume shall be limited to no more than one standard page. Responses shall list no more than 10 projects and shall include the name and telephone number of a person who may be contacted for references for each listed project and shall indicate which of the key personnel listed were involved on the specific projects listed and in what capacity. Responses shall identify a maximum of 10 projects, with priority given to projects that are similar to the specific project for which services are being procured.
- 6.4 The Consultant shall provide a separate Project Organizational Chart showing the personnel and their specific involvement/responsibilities in this effort. This chart will not count towards the page limit of the technical submittal. Elaborate brochures or voluminous samples of irrelevant past experience are not required or desired. During the course of the project, the Consultant may not change the key personnel who are listed without written authorization from the County.

7 INSURANCE:

- 7.1 If a contract is awarded, the successful Consultant will be required to indemnify and hold the County and its agents and/or employees harmless from and against all liability and expenses, including attorney’s fees, howsoever arising or incurred, alleging damage to property including environmental damage, or injury to, or death of any person arising or attributable to the Consultant or any if its sub-consultant’s performance of the contract awarded.
- 7.2 The Consultant shall purchase and maintain during the term of the contract, including any renewals thereof, such policies of insurance acceptable to the County as will protect the Consultant and the County from claims or losses, regardless of whether such claims or losses result from the Consultant’s actions or omissions or those of a sub-consultant or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverage is mandatory but may not be all inclusive, based on the parameters of the proposal:
 - 7.2.1 Workers' Compensation Insurance with limits of coverage as follows:
 - 7.2.1.1 Coverage A: Statutory, covering Maryland jurisdiction.
 - 7.2.1.2 Coverage B: \$100,000
 - 7.2.2 Automobile Liability Insurance with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage for non-owned and hired vehicles shall be included. If hazardous materials are transported, insurance shall comply with applicable law relating to such transport.
 - 7.2.3 Commercial General Liability Insurance with combined single limits of \$1,000,000 per occurrence, naming “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured. Unless deemed unnecessary by the County, the policy shall contain, but not be limited to, the following coverage endorsements:
 - 7.2.3.1 Contractual Liability, including Sub-Consultants
 - 7.2.3.2 Personal and Advertising Injury
 - 7.2.3.3 Products and Completed Operations

- 7.2.3.4 Explosion, Collapse, and Underground Hazards (XCU) - required if such exposure exists due to the nature of the work to be performed.
- 7.2.4 Professional Liability/Errors and Omissions insurance to the Consultant's profession with policy limits of at least \$1,000,000 per claim. Consultant shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three years after substantial completion of the project.
- 7.3 If any of the insurance policies required to fulfill the requirements of the work are written on a claims-made basis, Consultant shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three years after substantial completion of the project.
- 7.4 All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.
- 7.5 The Consultant shall assure that all sub-consultants performing services in accordance with this EOI carry identical insurance coverage required of the contract, either individually or as an Additional Insured on the policies of the Consultant. Exceptions may be made only with the approval of the County. Consultant shall indemnify the County for any uninsured losses relating to the contractual services involving sub-consultants, including workers' compensation claims.
- 7.6 The Consultant shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Consultant shall continue to provide the County with evidence of policy renewals until the completion of the contract and shall not reduce or cancel or change any of the required coverage without 30 days' notice of such change to the County.
- 7.7 The Consultant will not hold the County liable for any injuries to the employees, servants, agents, sub-consultants or assignees of the contract arising out of or during the course of services relating to this agreement.
- 7.8 The providing of any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded of for which the Consultant may be liable by law or otherwise.
- 7.9 The Consultant shall provide the County with Certificates of Insurance within ten days of award notification, naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the County. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Failure to maintain such insurance as required above shall be deemed as a material breach of the contract and shall operate as an immediate termination thereof.
- 8 SUBMISSION OF EXPRESSIONS OF INTEREST:
- 8.1 All Expressions of Interest shall be submitted in sealed, clearly marked envelopes to the Office of Procurement and Contract Administration and Contract Administration. A total of **seven (7)** copies of the Expression of Interest package (**one** original and **six** copies) shall be submitted. Contractors must submit a flash drive containing the entire, identical version of the of the submittal (this electronic copy shall be one (1) complete file), as well as one redacted version of the same proposal.
- 8.2 All firms will be notified of the status of their Expression of Interest. Please do not call the County.
- 8.3 The County will dispose of, in a secure manner, all Expressions of Interest upon completion of the selection process.
- 9 EVALUATION OF EXPRESSIONS OF INTEREST:
- 9.1 Evaluation of Expressions of Interest and subsequent award of the contract shall be made according to the conditions, stipulations, and provisions of the Howard County Code, the Howard County Purchasing Manual and the Qualifications Based Selection (QBS) process. The technical

evaluations of the submittals will be made based on the criteria listed in Appendix A, rating the firm's experience, project management ability, approach to the project, understanding of the work effort and qualifications of personnel to be assigned to the project.

- 9.2 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in the evaluation. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Consultant's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Consultant's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

10 SELECTION OF TOP-RANKED FIRM:

- 10.1 After evaluation of the Expressions of Interest, the firms will be ranked by a selection committee. Top-ranked firms will be interviewed. The selection of the top ranked firm will be based on this interview.
- 10.2 Upon completion of the interview evaluation, the top ranked firm will be requested to submit a technical proposal. The County will then undertake negotiations with that firm. Should the County be unable to negotiate a satisfactory agreement with that firm, negotiations shall be formally terminated. The County shall then undertake negotiations with the second top-ranked firm, and so forth.
- 10.2.1 The County will utilize its standard services agreement, attached as Appendix B.
- 10.2.2 The County expects firms to utilize competitive overhead and labor rates. The County has instituted a ceiling multiplier of 2.8 times the hourly rate, inclusive of a maximum profit of 10%. This is not a proffered rate, but a ceiling, with Howard County committed to achieving cost-effective methods and services, At the time of the negotiations, the consulting firm shall submit a certified payroll and a current audited overhead rate.

IMPORTANT: Please note the page limit in paragraph 4, Technical Submittal. Failure to comply with page limit may result in rejection of your submittal.

APPENDIX A

CONSULTANT SELECTION PROCEDURE

1. Experience: Background experience of Consultant within the specialty under review. Evaluation shall reflect the amount of work Consultant has done, the complexity of such work, and relevance of the work to the project tasks under review.

- 5 Superior
- 4 Excellent
- 3 Good
- 2 Average
- 1 Below Average

2. Diversity: Ability of Consultant to provide the disciplines related to the specific work effort

- 5 All
- 4 75%
- 3 50%
- 2 35%
- 1 Specialty Only

3. Consultant’s approach to project, including innovativeness:

- 5 Superior
- 4 Excellent
- 3 Average
- 2 Below Average
- 1 Poor

4. Consultant’s understanding of the work effort and of similar projects:

- 5 Superior
- 4 Excellent
- 3 Good
- 2 Average
- 1 Below Average

5. Qualifications of personnel to be assigned to the project:

- 5 Very qualified - has worked on many similar projects
- 4 Qualified - has worked on similar projects
- 3 Qualified - has worked within discipline
- 2 Qualifications vague - may be able to complete work
- 1 Qualifications questionable

APPENDIX B

HOWARD COUNTY, MARYLAND
AGREEMENT

PA-XXX-XXXX

THIS AGREEMENT (the "Agreement") is made by and between **HOWARD COUNTY, MARYLAND** [as Purchasing Agent for the Health Department, remove if not applicable], a body corporate and politic, (the "County") and **[NAME, AND ADDRESS OF CONTRACTOR – ALL CAPS AND BOLD]**, Federal Employer Identification Number **XXXXXXXX (Do not include SSNs for privacy)**, Telephone Number **XXX-XXX-XXXX** (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to perform all services [and provide all goods], in strict and entire conformity with Exhibit I entitled, "Services to be Performed [and Goods To Be Provided]", any Purchase Order subsequently issued, the [Invitation for Bids / Request for Proposals] No. _____ IFB/RFP Title, the Contractor's response [, the Best and Final Offer dated _____, if applicable] and any amendments or revisions thereto (collectively, the "Bid/Proposal"), incorporated herein either by reference or attachment, as applicable.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for services rendered [and goods provided] in accordance with this Agreement, the other exhibits/attachments hereto, the [Bid/Proposal], and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition, the parties hereto agree as follows:

1. Contractor's Duties

The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable worker's compensation claims, and coverage of unemployment claims filed by its employees. The Contractor shall perform the services [and provide the goods] outlined in Exhibit I hereto. The Contractor's services [and goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall perform the services [and provide the goods] for the Director of the Department of _____ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation

2.1 In consideration of the services [and goods] to be provided by the Contractor, the County shall pay the Contractor

Select one of the following options: (These may be modified to fit a particular contract; they are just starting points for sample contract language.)

- in accordance with the unit prices set forth in the **[Bid] [Proposal]**.
- the sum of \$_____ (Dollars) *(This one is usually used for firm fixed price contracts with a lump sum, one-time payment.)*
- an hourly rate of \$_____ per hour for an approximate total of ____ hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor’s responsibilities and obligation under this Agreement. The eligible expenses are set forth in Exhibit I.
- an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon [completion of the services described herein] [delivery of the goods described herein] in a manner satisfactory to the County, in its sole discretion. *(This one is usually used for software purchases when you want to include retainage.)*

2.2

In no event shall the compensation paid to the Contractor exceed the sum of _____ Dollars (\$_____) during the entire term of this Agreement, including renewals thereof., **[DELETE IF NOT APPLICABLE:]** provided, however, that the County may entertain a request for adjustment in any year subsequent to the first year in accordance with

Select one:

- Section ____, Paragraph ____ of the solicitation.
- Paragraph ____ of this Agreement.

2.3 Price Adjustment: [USE THIS ONLY FOR A SOLE SOURCE AND PRICE ADJUSTMENTS WILL BE PERMITTED: Prices offered shall be firm against any increase for [number of years spelled out] year(s) from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify the County Office of Procurement and Contract Administration in advance of any requested price adjustments.

2.3.1 The County may entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, “Consumer Price Index” shall mean the Mid-Atlantic Consumer Price Index-All Urban Consumers (CPI-U), Baltimore-Columbia-Towson, MD, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* All written requests shall be issued to the Office of Procurement and Contract Administration and such requests shall include detailed justification for the price adjustment, as well as all countermeasures developed by the Contractor to offset cost increases. The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.

2.3.2 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County’s best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County’s sole discretion.

2.2 [Renumber if necessary] The Contractor shall submit invoices to the County [SELECT ONE OF THE FOLLOWING OPTIONS: [monthly] [quarterly] [insert another time period for submission of invoices]]. The Contractor's invoices shall reflect the:

- 2.2.1 Contractor’s name
- 2.2.2 Address
- 2.2.3 Federal tax identification number
- 2.2.4 Contract number, (the first two digits are 44XXXXXXXX)
- 2.2.5 Purchase Order number, (the first digit is 2XXXXXXXX)
- 2.2.6 Contract line number
- 2.2.7 Unit price and extended price (the unit price must match a contract line)
- 2.2.8 Description of goods provided and/or services performed

2.3 The proper form of County invoices requires that the information above be included on all invoices.

2.4 All invoices shall be submitted to Department name and address. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.5 Invoices may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

3. Term

3.1 This Agreement shall be effective

Select one of the following options:

- _____, 20___ [Insert Date – spelled out]
- when it has been properly signed by all parties hereto

and shall continue through [Insert Date – spelled out] (hereinafter defined as the “Initial Term”) [, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below], unless sooner terminated pursuant to Paragraphs 5 and 7 hereof. [Insert for true requirements contract when the term is more than 12 months: This Agreement is a requirements contract (indefinite delivery indefinite quantity contract) and does not require the payment of funds from appropriations of a later fiscal year.]

3.2 The County reserves the right, at its sole discretion, to renew this Agreement for [# years spelled out) additional one-year periods] on the same terms and conditions set forth herein. [INSERT ANY CHANGES TO THE TERMS, i.e. COMPENSATION, UPON RENEWAL OF AGREEMENT, OTHERWISE, IT MUST BE RENEWED ON THE SAME TERMS AND CONDITIONS] Unless set forth in a written amendment, the compensation and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties: The Contractor hereby represents the following:

4.1 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor is a [corporation] [limited partnership] [general partnership] [limited liability company], duly formed and validly existing

under the laws of the State of [INSERT STATE OF INCORPORATION FROM SDAT] and is qualified to do business and is in good standing in the State of Maryland.

4.2 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 SELECT ONE OF THE FOLLOWING OPTIONS: A. [The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.] OR B. [The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.]

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit and the [Bid/Proposal] response remain true and correct in all respects.

4.7 If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 24 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 (Two Hundred Thousand Dollars) or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 (Five Hundred Dollars) made during the reporting period to a candidate for elective office in any primary or general election.

5. Termination

5.1 Termination for Convenience: The County may terminate this Agreement for convenience, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement and therefore is in default, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6. Remedies for Default

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

6.1.1 In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

6.1.2 To suspend the Contractor's authority to receive any undisbursed funds; and/or

6.1.3 To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for services provided [and goods delivered] up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in Section [D] of the [Invitation for Bids / Request for Proposals], including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics

10.1 The Contractor certifies that the officer of the legal entity who is executing this Agreement has read and understands Exhibit II, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that it has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Exhibit II.

11. Assignment

Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13. Indemnification

13.1 The Contractor shall indemnify, hold harmless and defend the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions of the solicitation and/or this Agreement, the terms set forth in the Agreement shall govern.

14. Integration and Modification

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16. Conflicting Terms

16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2 In the event of a conflict between the [Bid/Proposal] and this Agreement, the provisions of this Agreement (without the conflicting terms in the [Bid/Proposal]) shall prevail.

17. Severability

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain

enforceable to the full extent permitted by law.

18. Time is of the Essence

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

[DELETE IF NOT APPLICABLE:] 20. Ownership of Goods

All finished or unfinished work, reports, or goods that are the subject of this Agreement [DELETE IF NOT APPLICABLE: including any licenses or consents acquired by the Contractor for performance hereunder,] shall be and shall remain the property of the County.

21. Notice

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered, and there is written confirmation of delivery or refusal of receipt, to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY:

_____, Buyer; Howard County, Maryland; Office of Procurement and Contract Administration; 6751 Columbia Gateway Drive, Suite 226; Columbia, Maryland 21046; Telephone: 410-313-XXXX; Email: name@howardcountymd.gov

[AND] if applicable:

_____, Title; Howard County, Maryland; Department name; Dept' Address; Telephone: 410-313-XXXX; Email: name@howardcountymd.gov

FOR THE CONTRACTOR:

Contact Name, Title; Company; Company address; Telephone; Email: name@email.com

22. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

23. Reports, Audits, Inspections

23.1 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including,

but not limited to, all contracts, invoices, payroll, and financial audits. The Contractor shall retain all records, information and documentation of the Contractor related to this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

23.2 All invoices submitted to the County are subject to audit by the County.

23.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information, including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements.

[DELETE IF NOT APPLICABLE:] 24. American Manufactured Goods Required for Public Works.

24.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a Contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

24.2 This section does not apply: (a) if the County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

24.3 The Contractor shall certify to the County whether the offered goods and/or services are provided in the United States.

[DELETE IF NOT APPLICABLE:] 25. Wage Rate Requirements

The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands the wage rate section in the solicitation (reference Howard County Code, Sec. 4.122A Wage Requirements).

[DELETE IF NOT APPLICABLE:] 26. HIPAA. Compliance with Federal HIPAA And State Confidentiality Law

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.* and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 *et seq.*, MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
2. Providing good management practices regarding all health information and medical records.

B. [If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, the Contractor must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501. The fully executed business associate agreement must be submitted within 10 working

days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the Contractor has not provided the HIPAA agreement required by this solicitation, the Purchasing Agent, upon review of the Howard County Office of Law, may withdraw the recommendation for award and make the award to the next qualified contractor.] **OR**

[The County has determined that the functions to be performed constitute business associate functions as defined in HIPAA, the Contractor must agree to the Business Associate Agreement, attached hereto and incorporated herein as Attachment/Exhibit __, as required by HIPAA regulations at 45 CFR §164.501.]

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

[INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.]

SIGNATURES BEGIN ON NEXT PAGE

sample

IN WITNESS WHEREOF, the parties have executed this Agreement PA-XX-XXXX.

WITNESS: **[INSERT LEGAL NAME OF CONTRACTOR]**

Signature _____ By: _____
Print Name: _____ **[Insert Name]**
[Insert Title]

WITNESS: **HOWARD COUNTY, MARYLAND,**
a body corporate and politic

_____ By: _____

Lonnie R. Robbins Calvin Ball
Chief Administrative Officer County Executive
[Purchasing Agent for Howard County Health Department, remove if not applicable]

APPROVED FOR LEGAL SUFFICIENCY INFORMATION TECHNOLOGY
APPROVED: _____
this _____ day of _____, 20XX:

_____ Wynne L. Hayes **(IF APPLICABLE)**
Gary W. Kuc County Solicitor Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF DEPARTMENT APPROVED:
FUNDS: _____
Janet Irvin [Director of Insert Department
Director of Finance (i.e. Public Works)]

ATTACHMENT A

SERVICES TO BE PERFORMED ~~[[AND] GOODS TO BE DELIVERED]~~

Contract-specification information begins here. Indent the paragraphs and use 1.5 spacing to match the agreement – unless you are trying to keep a couple of sentence form going to a second page, then may consider single spacing.

Note: There is only one space between the end of the description of the contract-specific information and the last sentence below. Do not leave multiple spaces.

The above are in addition to any other services set forth in the Bid/Proposal.

sample

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
 - (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
 - (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
 - (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
 - (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

- (1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.
- (2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

- (1) An official or employee may not solicit any gift.
- (2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.
- (3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:
 - (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
 - (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
 - (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
 - (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.
- (4) (i) Subsection (4)(ii) does not apply to a gift:
 - a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
 - a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - b. Ceremonial gifts or awards that have insignificant monetary value;
 - c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
 - d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 - e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 - f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
 - g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 - h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

- (1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.
- (2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

APPENDIX C

AFFIDAVIT

Must be signed by an officer of the company (President, CEO, Vice President, etc.)

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Title)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)

in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor’s investment activities in Iran.

AFFIDAVIT VI

If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 24 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

Rev. 01/29/2020

APPENDIX D

TECHNICAL SUBMITTAL SIGNATURE COVER PAGE
GATEWAY INNOVATION DISTRICT MASTER PLAN

TO: HOWARD COUNTY OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION AND
CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same,
and subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____

TELEPHONE _____ E-MAIL ADDRESS _____

REPRESENTATIVE'S NAME: _____

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the
individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): _____

TITLE OF COMPANY SIGNATORY (Printed): _____

Howard County prefers to email Purchase Orders when possible, please provide an EMAIL ADDRESS FOR
RECEIPT OF PURCHASE ORDERS: _____

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? [] YES [] NO

If yes, indicate the type of minority ownership:

- [] African American [] Asian American [] Disabled [] Eskimo
[] Female [] Hispanic [] Native American

Is the company certified? If yes, indicate the certification(s) held:

- [] Howard County Government [] MD Dept. of Transportation [] City of Baltimore [] Other

Certification Number(s) and Expiration Date(s) _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national
origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal
appearance, familial status, source of income)? [] YES [] NO

(The County reserves the right to request such documentation, if desired, at a later date.)

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda
and agree that the prices shown in the bid reflect all changes made by addenda. In addition to acknowledging addenda
here, the actual addenda must be signed and returned with the bid. To check for addenda go to:
www.howardcountymd.gov/departments/county-administration/purchasing

Number: _____ Date: _____ Number: _____ Date: _____
Number: _____ Date: _____ Number: _____ Date: _____

SIGNATURE _____ DATE: _____

PRINTED NAME _____ TITLE: _____

APPENDIX E**EQUAL BUSINESS OPPORTUNITY PARTICIPATION**
**NOTICE TO PRIME CONTRACTORS
15% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE**

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 15% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. Certified MBE/WBE/DBE prime contractors can count 100% of the work they self-perform on contracts with EBO subcontracting goals. The subcontracting goal percentage may vary if the contract is funded by a federal or state agency. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 15% subcontracting goal. The website addresses for lists of minority businesses are:

<http://www.howardcountymd.gov/Purchasing>
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.



HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM

COUNTY USE ONLY
EBO APPROVAL

CONTRACT TITLE:
SOLICITATION # CAPITAL PROJECT # CONTRACT / PO #
TERM: RENEWAL # AMOUNT \$

PRIME CONTRACTOR NAME:
ADDRESS: PHONE:
EBO STATUS (Y/N): *EBO TYPE: CERTIFYING AGENCY: CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS
INSTRUCTIONS FOR COMPLETING THIS FORM
• Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
• This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
• *EBO Types: AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME:
ADDRESS: PHONE:
CONTACT REPRESENTATIVE: EMAIL:
*EBO TYPE (Check One) [] AA [] ASA [] HIS [] NA [] FEM [] DIS
CERTIFYING AGENCY: CERTIFICATION # EBO PARTICIPATION %
DESCRIPTION OF WORK: EBO PARTICIPATION \$

SUBCONTRACTOR NAME:
ADDRESS: PHONE:
CONTACT REPRESENTATIVE: EMAIL:
*EBO TYPE (Check One) [] AA [] ASA [] HIS [] NA [] FEM [] DIS
CERTIFYING AGENCY: CERTIFICATION # EBO PARTICIPATION %
DESCRIPTION OF WORK: EBO PARTICIPATION \$

PRINTED NAME EMAIL
SIGNATURE (VENDOR OFFICIAL) TITLE DATE



**APPENDIX F
Veteran-Owned Business Enterprise Program Form**

In accordance with Section 4.130 of the Howard County Code, it is the policy of Howard County Government to encourage increased participation by Veteran-Owned Business Enterprises in the procurement of all goods and services through all solicitations by the County. The Veteran-Owned Business Enterprise (VOBE) program includes an overall aspirational goal of 1% of the County's total dollar value of procurement contracts to be made directly or indirectly with Veteran-Owned Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

For the purposes of the Veteran-Owned Business Enterprise Program, a Veteran-Owned Business Enterprise (VOBE) is defined as a business enterprise that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise. To search the database of business enterprises that are verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs visit <https://www.vip.vetbiz.va.gov>.

Complete this form and return it with your response to the solicitation.

Complete Part 1 below if: Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 2 below if: Supplier is proposing to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 3 below if: Supplier proposes NO Veteran-Owned Business Enterprise participation.

Check as applicable

1. **Veteran-Owned Business Enterprise Certification:**

Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs

2. **Veteran-Owned Business Enterprise Subcontract Participation:**

Supplier proposes to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs in the contract as described below:

Name(s) of VOBE Subcontractor(s): _____

Description of Work: _____

Percentage of Participation: _____ %

3. **NO Veteran-Owned Business Enterprise Subcontract Participation Proposed.**

Name of company: _____

Printed name: _____ Title: _____

Authorized signature: _____ Date: _____

Email: _____ Phone: _____

APPENDIX G

Information on Howard County, Maryland’s Living Wage Requirement

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum “living wage” for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a “Covered Employer” under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm’s intent to comply with the County’s wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

Current Living Wage Rate in Howard County

As of January 12, 2022, the Living Wage Rate is **\$16.68 per hour**.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. On January 12, 2022, the Federal HHS Poverty Guideline was published as \$27,750 for a family of 4 (see <https://aspe.hhs.gov/poverty-guidelines>).

$$125\% \text{ of } \$27,750 = \$34,687.50 \quad \$34,687.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$16.68 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Procurement and Contract Administration will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at www.howardcountymd.gov/purchasing. It is the contractor’s responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Procurement and Contract Administration at purchasing@howardcountymd.gov or 410-313-6370.

Howard County, Maryland Wage Rate Requirements for Service Contracts Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Section 1: Exemptions Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.

- | | | |
|--------------------------|--------------------------|---|
| Prime Contr. | Sub-Contr. | <input type="checkbox"/> Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a public entity. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.111 (Emergency), or 4.112 (Expedited). |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a regulated public utility. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract was awarded under a cooperative procurement with another government or organization of governments. |

Check here if none of the above statements are applicable to your company or the Subcontractor, then continue to Section 2.

Section 2: Certifications

- If you checked any exemptions in Section 1, skip this section and continue to Section 3.
- If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information Provide your contact information in the space below, then sign and date this form and submit it with your bid.

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

To be completed by the Buyer	Contract Title:		Buyer's Initials:
	Contract #:	Contract Term:	
	Capital Project No:	Renewal #:	

Rev.01-12-2022

APPENDIX H

**HOWARD COUNTY, MARYLAND
OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION AND CONTRACT
ADMINISTRATION
FOREIGN SERVICES DISCLOSURE FORM
FOR
CONSTRUCTION-RELATED SERVICES, ARCHITECTURAL SERVICES,
ENGINEERING SERVICES AND ENERGY PERFORMANCE CONTRACT SERVICES
OF \$2 MILLION OR MORE**

Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services with an estimated value of \$2 million or more. The provision requires bidders to disclose:

- 1. Whether the bidder or any contractor that the bidder will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
- 2. If the services under the contract are anticipated to be performed outside the United States;
 - i. Where the services will be performed; and
 - ii. The reasons why it is necessary or advantageous to perform the services outside the United States.

Indicate below whether or not the bidder has information to disclose.

- [] The bidder has **no** plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [] The bidder has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

The contents of the disclosure form are true and correct to the best of my knowledge, information and belief.

Company Name (Bidder)

Signature

Date

Printed Name

Title

Est. 09/25/2013