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# **REQUEST FOR PROPOSALS**

*Via eProcurement System*

**RFP NO. 16-2025**

**NEW TOWN COLUMBIA TASK FORCE FACILITATION**

**OPENING: FEBRUARY 5, 2025, AT 11:00 A.M.**

**PRE-PROPOSAL CONFERENCE: JANUARY 14, 2025, AT 2 P.M.**

*BUYER: Jennie Rittenhouse, Deputy Procurement Administrator*

*PHONE: 410-313-6378 ▪ EMAIL: [jrittenhouse@howardcountymd.gov](mailto:jrittenhouse@howardcountymd.gov)*

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**HOWARD COUNTY, MARYLAND**

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## **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 RFPs and RFP Results are available on our website*

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY  
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

**SECTION A****KEY INFORMATION SUMMARY**

<b>RFP Number:</b>	16-2025
<b>RFP Name:</b>	New Town Columbia Task Force Facilitation
<b>Buyer:</b>	Jennie Rittenhouse
<b>Pre-Proposal Conference Date:</b>	January 14, 2025 at 2:00 P.M.
<b>Pre-Proposal Location and Registration:</b>	A meeting will be held virtually via WebEx. Please see PlanetBids for the meeting link.  Please register by selecting the RSVP button in the eProcurement system (PlanetBids).
<b>Questions Due and to Whom:</b>	Questions due no later than 12:00 p.m. on January 15, 2025. Questions must be submitted to the Buyer via the County's eProcurement system.
<b>Proposal Due:</b>	February 5, 2025, PRIOR TO 11:00 A.M. EST
<b>Agreement Term:</b>	One year
<b>Bid Deposit/ Performance Bond:</b>	Not applicable
<b>EBO Subcontracting Participation:</b>	15% EBO Subcontracting Goal

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

**IMPORTANT NOTICE REGARDING ADDENDA**

**Addenda to Solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Procurement and Contract Administration eProcurement system (PlanetBids) for updates to Solicitations.**

## SECTION C

### GENERAL CONDITIONS

#### 1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a Solicitation or Agreement in writing (when applicable, Addenda are available on the advertising website).
- 1.2 Agreement – The executed document between the County and selected Contractor constituting official award of this Solicitation.
- 1.3 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications.
- 1.4 Buyer – The County's Purchasing Representative for the resulting Agreement.
- 1.5 Certified Local Business – A business which has been certified by the County verifying its principal place of business in Howard County. Firms can register at <https://www.howardcountymd.gov/procurement-contract-administration/local-business-initiative>. In order to be considered a Certified Local Business for bidding purposes, eligible firms must be certified by the County prior to bid opening or must have submitted a completed certification application prior to bid opening, determining eligibility under the Local Business Initiative program.
- 1.6 County – Howard County, Maryland.
- 1.7 County Purchasing Agent – The Chief Administrative Officer for the County.
- 1.8 Contractor – Any Offeror; most often the successful Offeror.
- 1.9 Designee – Specifically appointed alternate signatory or decision maker.
- 1.10 Equal Business Opportunity (EBO) – The County's minority business enterprise program.
- 1.11 Issuing Office – The Howard County Office of Procurement and Contract Administration.
- 1.12 Offeror – Any entity that submits a response to this Solicitation.
- 1.13 Proposal – All information submitted by the Contractor in response to this Solicitation.
- 1.14 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods.
- 1.15 Request for Proposals (RFP) – All documents identified in the Table of Contents, including any addenda.
- 1.16 Solicitation – The Request for Proposals.
- 1.17 User Agency – County department or office for which goods and/or services are being purchased.
- 1.18 Local Business Initiative – The County's local business program. Refer to the following link for more information:  
<https://www.HowardCountyMD.Gov/Departments/County-Administration/Purchasing>
- 1.19 Local Business – A Contractor that maintains its principal place of business in Howard County.
- 1.20 Task Order – The document issued by the County Solicitor describing a specific service or project which the County Solicitor requests the Contractor to perform.

#### 2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the Solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.

- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- 2.7 The County reserves the right to include a proposal evaluation factor for up to 10% of the total evaluation points for Certified Local Businesses, based on the goods and services being procured.

3 COMPETITION:

- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this Solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the Solicitation.
- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

4 PERIOD OF VALIDITY: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.

5 DELIVERY:

- 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the Solicitation.
- 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the Solicitation.
- 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment or charged back to the Contractor.
- 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.

6 GOVERNING LAW:

- 6.1 The 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.
- 6.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the Agreement, including, but not limited to, all questions on the validity of the

Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 7 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
- 8 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 9 **AUTHORITY:** Solicitation s are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 10 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern, and the bid will be refigured accordingly.
- 12 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 **AVAILABILITY OF FUNDS:** 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.
- 16 **INTEGRATION AND MODIFICATION:** This Solicitation, the Contractor's response to this Solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding

between the parties. Any additions or modifications shall only be made in writing and executed by both parties.

- 17 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting 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 the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 AGREEMENT:
  - 18.1 The County and Contractor must execute an Agreement resulting from the award of this Solicitation. This process typically takes approximately three weeks from the date the successful Contractor 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 sample Agreement (Exhibit I) must be noted in the proposal 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.
  - 18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this Solicitation for execution by the successful Contractor.
- 19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
  - 19.1 The County operates under a public information law, which permits access to most records and documents.
  - 19.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification as to why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 20 COOPERATIVE PURCHASE:
  - 20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this Solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this Solicitation and will also provide usage information, which may be requested.
  - 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this Solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 21 AWARD NOTIFICATION:
  - 21.1 Award notification will be by U.S. Mail, e-mail, or a combination thereof.
  - 21.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as



Additional Insured, the executed Agreement, the completed EBO Schedule of Participation and a Maryland Registration Certificate of Good Standing.

22 TERMINATION:

- 22.1 Termination for Convenience: The County may terminate the Agreement, in whole or in part, if 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.
- 22.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the 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.

## SECTION D

### SPECIFICATIONS

#### 1 BACKGROUND:

Howard County adopted a new General Plan, HoCo By [Design](#), in October 2023. A National Association of Counties (NACO) award winning plan, HoCo By Design establishes a clear, long-range vision on how and where the County will develop and grow as it adjusts to evolving economic, environmental, and social conditions over the next 20 years. It focuses most future commercial and residential growth into activity centers, areas targeted for mixed-use, compact redevelopment; prioritizes community character in future development; strengthens the County’s commitment to environmental preservation and conservation; and creates opportunities for diverse housing choices, such as missing middle housing and accessory dwelling units. The Plan also reaffirms the County’s commitment to multi-modal transportation, open space, agriculture, historic preservation, exceptional community facilities and a great quality of life for all.

New Town Columbia stands out as a carefully planned community with a unique zoning regulatory framework, known as New Town Zoning. The New Town Zoning District represents more than 14,000 acres and 28,000 parcels in Columbia. Created by a visionary developer over 50 years ago, it is frequently cited as one of the best places to live in the country today. HoCo By Design highlights that New Town Columbia has a unique sense of place that its residents want to preserve, enhance, and strengthen. The Columbia community embodies much of the General Plan’s intended goals: walkability, diverse housing options, and equitable access to open space. However, the general plan also acknowledges that there are opportunities to improve efficiencies in New Town Zoning administration, evaluate the community’s character defining elements that are important to New Town’s future and convene a task force to assist in developing recommendations for how to carry forward its regulatory framework.

#### History of New Town

In 1967, Columbia’s founder, James Rouse, set out to design and build a city. A conscious, planned approach, this novel endeavor resulted in one of the most talked about New Towns of mid-20th century America, an inspiration for planned communities across the country. Rouse envisioned the planned community of Columbia as a socially responsible, environmentally friendly, and financially successful place in which people of all ages, incomes, and backgrounds could grow as individuals, neighbors, and citizens. New Town Columbia stands out as a carefully planned community initiated by a single developer who, in partnership with the County, created a unique zoning and development scheme that allowed for the iterative build-out of the wider community vision. The original goals for the community, as outlined by Rouse in his strategic vision included the following objectives:

- **Provide a complete and balanced city.** Rouse explained it this way: “There will be business and industry to establish a sound economic base...Provision has been made for schools and churches, for a library, college, hospital, concert halls, theaters, restaurants, hotels, offices and department stores...Columbia will be economically diverse, polycultural, multi-faith and inter-racial.”
- **Respect the land.** Rouse believed strongly that “there should be a strong infusion of nature throughout a network of towns; that people should be able to... feel the spaces of nature all as part of his everyday life.”
- **Provide the best possible environment for the growth of people.** Rouse believed that “the ultimate test of civilization is whether or not it contributes to the growth — the improvement of mankind. Does it uplift, inspire, stimulate and develop the best in man? ... The most successful community would be that which contributed the most by its physical form, its institutions, and its operation to the growth of people.”

- **Realize a profit.** It was important to The Rouse Company to demonstrate that good development could also be good for the developer.

Today, Columbia is a thriving unincorporated city with employment and retail centers, a redeveloping downtown, and over 100,000 residents. Columbia includes ten villages, each containing multiple neighborhood clusters organized around nine village centers with Downton Columbia serving as the Town Center.

Most of Columbia's village centers are inward-oriented and located on neighborhood-serving roads. As Town Center and the village centers mature and, in some cases, redevelop, development patterns are following more recent trends that increase the visibility of retail uses and emphasize walkability, bikeability, and connectivity. Other distinct characteristics of Columbia include the emphasis on landscape; the incorporation of lakes in Town Center and several villages, and the retention of historic features, such as former manor homes, barns, and hedgerows.

As "Respect for the Land" was one of the four formative goals for Columbia, clustered development patterns and the curvilinear road network are informed by the open space system, which is defined by the natural drainage patterns. The open spaces and roads, therefore, serve a dual role in both connecting and separating the distinct components of Columbia. Because it follows natural drainage patterns, much of the open space network has historically been located behind structures.

The open space system contains more than 100 miles of pathways that provide a non-vehicular recreational and transportation network. Despite New Town Columbia's extensive pathway and sidewalk network, Columbia is generally auto-oriented. However, due to new investments in multimodal infrastructure that parallels the road network and requirements associated with redevelopment, bicycle accommodations and walkability have been enhanced and are emerging as viable transportation options.

The legacy of Columbia's unique zoning regulations and development history result in the New Town District being comprised of 268 approved Final Development Plans (FDPs) that enumerate parcel-specific use and bulk regulations and cross-reference use provisions of non-New Town zoning districts. The FDP structure was designed to provide significant flexibility to the master developer and majority landowner of this planned community as it was developing. The regulatory framework of New Town zoning establishes minimum and maximum proportions of open space, residential, commercial, industrial, and other land uses in addition to an overall density cap.

The regulations remained relatively unchanged until 2009 and 2010, when they were updated to address village center redevelopment and Downtown Columbia revitalization. More specifically, these changes resulted in establishing the 2009 Village Center Revitalization zoning process and the 2010 Downtown Columbia Master Plan, which added residential units above this cap and established different land use percentages for Downtown.

- 2 STATEMENT OF WORK: Howard County, Maryland (the "County") seeks a qualified consultant (the "Contractor") who is skilled at facilitating task forces and committees and is knowledgeable about planning and zoning. The aim is to conduct dynamic, informative, and collaborative meetings with County-appointed members.

The Contractor will need to understand the uniqueness of the New Town regulatory framework and work to facilitate task force discussions, including building consensus and may also seek input from the general public. The Contractor will review the County's regulatory structure and associated processes and assess national best practices for New Town and other planned communities. Additionally, the Contractor will assist the task force in discussions around tradeoffs, developing a land use vision for the future of Columbia, including intended land uses, and building consensus around zoning structure and approval processes for more efficient administration of the New Town Zone.

The Contractor shall produce a report that summarizes the work of the task force. This report shall include zoning, land development, and design recommendations for the New Town Zoning district and provide guidance and recommendations for improving the administration of the New Town zoning regulatory

framework. New Town Columbia's overarching goals and the policy objectives in HoCo By Design will also help inform these recommendations.

The Contractor will perform the following tasks:

- 2.1 Facilitate stakeholder engagement.
  - 2.1.1 Facilitate, at a minimum, 10 task force meetings, 10 stakeholder interviews, and 2-3 public meetings to gather input. Requires developing meeting formats that are dynamic, informative, educational and empowering.
  - 2.1.2 Conduct meetings; structure meeting design and prepare summaries of meetings.
    - 2.1.2.1 Regular weekly meetings with County staff to discuss findings, review deliverables, and discuss project timelines.
- 2.2 Review related plans and studies, including Development Regulations Assessments, HoCo By Design, and the Howard County Zoning Regulations.
- 2.3 Evaluate and discuss the following with the New Town Task Force:
  - 2.3.1 Opportunities and barriers in the existing New Town regulatory framework to achieving the policy goals identified in HoCo By Design and the New Town Community's vision.
    - 2.3.1.1 Incorporate County housing goals in Columbia's future development to include a diversity of housing options, attached and detached accessory dwelling units, and mixed-use development.
    - 2.3.1.2 Incorporate character-based design elements in Columbia's future development.
  - 2.3.2 Efficient administration of the New Town zone.
  - 2.3.3 Summary of task force recommendations.
- 2.4 Provide the following deliverables:
  - 2.4.1 Task force meeting designs and summaries
  - 2.4.2 Surveys and comment documentation, if necessary
  - 2.4.3 A Final Summary Report of task force recommendations

### 3 PRE-PROPOSAL CONFERENCE:

- 3.1 A pre-proposal conference will be held virtually via WebEx on the date and time specified in Section A to discuss objectives and answer questions relating to this Solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals. Please see PlanetBids for the meeting link.
- 3.2 It is strongly recommended that Contractors read the Solicitation prior to attending the conference and bring a copy to the conference.
- 3.3 Please confirm attendance by selecting the RSVP button at the Pre-Proposal Meeting Information section in the eProcurement system.
- 3.4 If there is a need for language interpretation and/or other special accommodations, please advise Becky Price (reprice@howardcountymd.gov) so that reasonable efforts may be made to provide special accommodations.

### 4 INQUIRIES AND ADDENDA:

- 4.1 The Buyer in the Issuing Office is the sole point of contact for this Solicitation. Questions must be submitted to the Buyer via the County's eProcurement system (PlanetBids) no later than the date and time specified in Section A.
- 4.2 Addenda to Solicitation s often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Procurement and

Contract Administration's eProcurement system to obtain and acknowledge Addenda. Addenda, when issued, must be acknowledged within the eProcurement system.

## 5 CONTRACTOR'S QUALIFICATIONS:

- 5.1 Contractors must be engaged in planning and zoning work and an expert in local or state government facilitation for a period of no less than eight (8) years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least eight (8) years of demonstrated experience of reliability and meets the criteria set forth herein.
- 5.2 The Contractor must have
  - 5.2.1 Experience with zoning and land use regulations.
  - 5.2.2 Knowledge of the application of design controls, standards, and regulations.
  - 5.2.3 Familiarity or ability to become familiar with County planning documents such as the Howard County 2018 Development Regulations Assessment and HoCo By Design, the County's recently adopted General Plan, and
  - 5.2.4 Experience in citizen engagement and meeting facilitation, including developing meeting formats that are dynamic, informative and empowering for task force members.
- 5.3 The County reserves the right to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.
- 5.4 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the award. 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 Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

## 6 BACKGROUND CHECKS AND INVESTIGATIONS:

- 6.1 If a Contractor's employees or subcontractors are on-site in County buildings working without a County escort, each employee or subcontractor of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
- 6.2 The Contractor shall assume the cost to have background checks completed for each employee or subcontractor assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.
- 6.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be completed prior to assignment of a building.
- 6.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 6.5 The Contractor shall not assign any individual convicted or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous

Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.

- 6.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee or subcontractor in question. The County will, at its sole discretion, accept or reject the requested exception.
- 7 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about April 1, 2025 after approval and proper execution of the Agreement documents.
- 8 ESTIMATED ANNUAL CONTRACT VALUE: The estimated annual contract value group for this contract is C as defined by the schedule below:
- A - \$30,000 to \$75,000
  - B - \$75,001 to \$100,000
  - C - \$100,001 to \$250,000**
  - D - 250,001 to \$500,000
  - E - \$500,001 to \$1,000,000
  - F - Over \$1,000,000
- 9 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. The Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 10 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add or delete services as may be deemed necessary by the County.
- 11 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 11.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" Additional Insured and "Howard County, Maryland" as Certificate Holder.
  - 11.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
  - 11.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
  - 11.4 The Contractor shall ensure that all subcontractors or independent contractors performing services in accordance with this Solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
  - 11.5 The Contractor shall provide the County with Certificates of Insurance within ten days of award notification, naming "Howard County, Maryland, its officials, employees, agents and volunteers" Additional Insured and "Howard County, Maryland" as Certificate Holder. 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.

- 11.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 11.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 11.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.

## 12 METHOD OF ORDERING:

- 12.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 12.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

## 13 EVALUATION OF OFFERS:

- 13.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to the County.

Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance:

- 13.1.1 Experience in performing citizen engagement and meeting facilitation for a local or state government.
- 13.1.2 Technical competence with understanding zoning, land use regulations and other planning documents and design standards.
- 13.1.3 Experience in summarizing task force/committee discussions and producing reports that include achievable recommendations.
- 13.1.4 Qualifications and technical competencies of the proposed project staff based on résumés.
- 13.1.5 Identified risks associated with this project.
- 13.1.6 Certified Local Business.
- 13.1.7 Completeness of proposal.
- 13.1.8 Price.
- 13.2 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.
- 13.3 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 13.4 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this Solicitation fully and with forthrightness at the time of submission.
- 13.5 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts

to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

14 **WORK SCHEDULE:** The Contractor(s) shall state as part of their bid, a work start schedule and a work completion schedule from date of Agreement award notification.

15 **BILLING AND PAYMENT:**

15.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to the Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.

15.2 Each invoice shall include the following information:

- 15.2.1 Contractor's name;
- 15.2.2 Address;
- 15.2.3 Federal tax identification number;
- 15.2.4 Contract number, if applicable (i.e., 44XXXXXXXXX);
- 15.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
- 15.2.6 Contract line number;
- 15.2.7 Unit price and extended price (unit price must match a contract line); and
- 15.2.8 Description of goods provided and/or services performed.

15.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.

15.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.

15.5 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.

15.6 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.

15.7 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.



## SECTION E

### SUBMISSION REQUIREMENTS

#### 1 INSTRUCTIONS:

- 1.1 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and uploaded into the eProcurement system prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.2 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.3 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the Solicitation package.
- 1.4 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Procurement and Contract Administration eProcurement web site, PlanetBids.
- 1.5 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

#### 2 PROPOSAL DOCUMENTS AND COPIES:

- 2.1 Contractors shall upload one original to the eProcurement system prior to the opening date and time specified in Section A. In accordance with Public Information/Proprietary/Confidential Information, Section C, Paragraph 19, it is the responsibility of the Contractor to clearly identify each part of its proposal that is confidential commercial or financial information by marking each pertinent page with large bold face letters stating the words “CONFIDENTIAL” or “PROPRIETARY”. Contractors must upload one entire version of the technical proposal as well as one redacted version of the same proposal.
- 2.2 The Contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential. The Contractor shall include a written statement as to the basis for considering the marked pages confidential. A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the County. Failure of the Contractor to appropriately designate confidential information in this manner will relieve the County of any obligation to protect this information as confidential.
- 2.3 Failure to return required documents may be cause for rejection of the proposal. This Solicitation requires the submission of the following documents:
  - 2.3.1 Technical Submittal
    - 2.3.1.1 Technical Proposal Cover Page
    - 2.3.1.2 Contractor’s Qualification Information
    - 2.3.1.3 Affidavit

2.3.1.4 Sufficient detail that demonstrates an understanding of the project and demonstrates technical competence that includes, but is not limited to, the following:

- 2.3.1.4.1 An executive summary.
- 2.3.1.4.2 A short summary of similar projects.
- 2.3.1.4.3 Summaries of the consultants' qualifications and experience.
- 2.3.1.4.4 A work plan and approach and timeline for completing each of the required tasks including the individuals who will be assigned to complete the tasks.
- 2.3.1.4.5 A proposed project schedule including methods and procedures as to how the schedule will be maintained.
- 2.3.1.4.6 Relevant project samples including links of examples of completed summary reports of similar projects completed by the consultant (or attachments, if unavailable online).
- 2.3.1.4.7 Resumes of the key personnel.

## 2.3.2 Cost File Submittal

2.3.2.1 Price Proposal Cover Page

2.3.2.2 Equal Business Opportunity Participation

2.3.2.3 Veteran-Owned Business Enterprise Program Form

2.3.2.4 Wage Requirement

- 3 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the Solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. The County will not consider any exceptions to the terms, conditions and specifications after the Solicitation closing date and time.