

**Howard County Government
Office of Purchasing**

INVITATION FOR BID AWARD RECOMMENDATION

IFB No.: IFB-2015-60

Title: Job Order Contracting

Estimated Value:

Tier #1 Annual - \$12,000,000.00, \$250,000.00 cap per job, \$3,000,000.00 per Contractor

Tier #2 Annual - \$15,000,000.00, \$750,000.00 cap per job. \$3,000,000.00 per Contractor

Tier #3 Annual - \$12,000,000.00, \$1.5 million cap per job, \$6,000,000.00 per Contractor

Number of Bids Received: Seventeen

Background/Scope of Work:

This solicitation is to procure the services to furnish Job Order Contracting (JOC) services.

This is an indefinite delivery, indefinite quantity contract for the performance of minor and major building construction, renovation, repair, replacement, alteration, and maintenance projects encompassing both building interior and exterior and all minor and major building systems. Job Order Contracting projects will fall under one of three tiers. The Contractor will perform job orders on an as-needed basis for various departments of the County. Work will consist of individual projects with the requirements of each project detailed at project initiation.

Upon evaluation of the bids submitted, it is my recommendation contracts be awarded to eleven Contractors among three tiers;

Tier 1 – Phelps and Phelps Consulting an EBO , Hayes Construction Co., Plano Coudon Construction, Boulevard Contractors Corp an EBO,

Tier 2 – Kane Construction, Inc., Gascrete Construction Co an EBO, Shade Construction Co. Inc, Haris Design and Construction Co. an EBO, North Point Builder, Inc.

Tier 3 – Hascon, LLC. an EBO, Harkins Builders.

Boulevard Contractors Corp.

Javed Patel, President
10451 Mill Run Circle, Suite 1005
Owing Mills, MD 21117
jpatel@blvdcontractors.com
Contract # 4400002916
CA 06-2016
Tier 1
Invitation for Bid No. 2015-60
250,000 each task order limit
3 million annually

Garcete Construction Company Inc.

Laura S. Garcete, President
4321 Baltimore Avenue, Suite 101
Bladensburg, MD 20710
info@garceteconstruction.com
Contract # 4400002900
CA 08-2016
Tier 2
Invitation for Bid No. 2015-60
75,000 each task order limit
3 million annually

Haris Design & Construction Co.

Haris Siddiqui, President
12410 Milestone Center Drive, Suite 175
Germantown, MD 20876
hsiddiqui@harisdesign.com
Contract # 4400002922
CA 10-2016
Tier 2
Invitation for Bid No. 2015-60
750,000 each task order limit
3 million annually

Harkins Builders, Inc.

Michael Drummond, Vice President of Construction
2201 Warwick Way
Marriottsville, MD 21104
mdrummond@harkinsbuilders.com
Contract # 4400002895
CA 13-2016
Tier 3
Invitation for Bid No. 2015-60
1.5 million each task order limit
6 million annually

Hascon LLC

Hasan Askari, President
9017 Mendenhall Court, Suite D
Columbia, MD 21045
haaskari@thehascon.com
Contract # 4400002906
CA 12-2016
Tier 3
invitation for Bid No. 2015-60
1.5million each task order limit
6 million annually

Hayes Construction

William Hayes, President
14307 Jarrettsville Pike
Phoenix, MD 21131
billhayes@hayesconstruction.net

Contract # 4400002896

CA 04-2016

Tier 1

Invitation for Bid No. 2015-60

250,000 each task order limit

3 million annually

KANE Construction, Inc.

David Jaques, Vice President
438 N. Frederick Avenue, Suite 420
Gaithersburg, MD 20877
djaques@kaneconstruction.com

Contract # 4400002881

CA 07-2016

Tier 2

Invitation for Bid No. 2015-60

750,000 each task order limit

3million annually

North Point Builders, Inc.

Kenneth Wingate, President
4210 North Point Blvd.
Baltimore, MD 21222
kwingate@npbinc.com

Contract # 4400002898

CA 11-2016

Tier 2

Invitation for Bid No. 2015-60

750,000 each task order limit

3 million annually

Phelps and Phelps Consulting

Donald Phelps, President
6010 Executive Blvd. Ste. 200
Rockville, MD 20852
phelps@consultpp.com

Contract # 4400002880

CA 03-2016

Tier 1

Invitation for Bid No. 2015-60

250,000 each task order limit

3 million annually

Plano-Coudon LLC

Ryan Coudon, Member / Owner
2102 Washington Boulevard
Baltimore, MD 21203
rcoudon@plano-coudon.com

Contract # 4400002899

CA 05-2016

Tier 1

Invitation for Bid No. 2015-60

250,000 each task order limit

3 million annually

Shade Construction Co., Inc.

Michael Drouin, Vice President

1730 East Joppa Road

Baltimore, MD 21234

wjs@shadeconstruction.net

Contract # 4400002897

CA 09-2016

Tier 2

Invitation for Bid No. 2015-60

750,000 each task order limit

3million annually



**HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046
410-313-6370

www.howardcountymd.gov/purchasing

ADDENDUM NO. 1

July 20, 2015

Invitation for Bids No. 2015-60

JOB ORDER CONTRACTING

Opening Date: July 22, 2015 Time: 2:00 p.m.

This addendum is hereby made a part of this **Invitation for Bids No. 2015-60**. Please note the following changes and attachments and submit the bid accordingly.

Clarifications

1. Regarding Section F, Price Pages, the labor rate is the hourly rate paid excluding overhead and profit, which is applied later. Overhead is applied by the Contractor to their labor and materials and additionally to all subcontractor costs (labor and materials). Profit is then applied by the Contractor to all costs, excluding profit, on the performance and payment bonds costs.

Bonding costs per project must be included as a separate line item on the proposal (reference the Revised - Exhibit III attached to this addendum). Performance and payment bonds will be required. Overhead and Profit will not be added to bonding.

An hourly rate for administrative support was provided by the County; therefore the time for administrative staff must not be included in Overhead. Any other costs such as mileage, etc. must be included in the Contractor's Overhead. There should be no additional cost for proof of liability insurance.

2. Regarding Section G, Environmentally Preferable Products, since the specific type of products to be used is unknown at this time, this section does not need to be completed and submitted with the bid.
3. Regarding Section I, Equal Business Opportunity Participation, commitments from prime contractors to make good faith efforts to achieve the County's 10% subcontracting goal are very important. Therefore, this form does have to be completed and submitted with the bid. Contractors must identify potential subcontractors with whom they would seek to partner with if they were awarded a contract under this Request for Proposal. No percentage or dollar amount is required at this time, however, the County is interested in verifying that subcontractors have been identified by the prime contractors.

Questions and Answers

1. Reference Section F Price Page No. 1 on page 27. Towards the bottom of the page we are asked to provide the "Delivery Time after Receipt of Order" and there is a note that *This delivery time*

will be considered in determining the award. Because no specific project information is provided, we are not able to provide this information at this time. Please confirm that this information is not required or provide instructions on how to respond to this item.

Response: This is correct; delivery time cannot be determined at this time and will not be used in determining the award.

2. Reference Section D paragraph 4.7 and Qualifications Questionnaire Item 7.2. Please advise on the time frame for reporting the number of incidents. The Qualifications Questionnaire requires us to submit information on similar projects completed within the past three years. Would it be acceptable to provide the number of incidents cited within the past three years? Additionally, in the event that a company has multiple offices, please confirm that the requested information should be submitted for the office that will be providing services and not the entire company.

Response: The time frame for reporting similar projects is within the past three years; this should be reported from the office that will provide the necessary service.

3. Please confirm that projects will be firm, fixed price contracts upon the County's issuance of the project purchase order.

Response: Yes, this is correct.

4. Page 14, paragraph 6.5 states, "The preparation of incidental drawings/plans, specifications, safety plans, shop drawings, product data and samples, as-builts and all other documentation required herein of the Contractor as required by individual projects is part of the Scope of Work of this contract and the cost thereof shall be included in the Contractors subcontractor cost proposal for each individual project." If incidental drawings, shop drawings, as-builts, etc. are prepared by the prime contractor, will these costs be allowed as direct costs?

Response: Yes. However, the County may ask for the contractor to prepare A/E drawings for construction permitting as well. In this case, we would expect the drawings to be prepared by an A/E subcontractor.

5. Please confirm that other incidental direct costs, such as permits, will have the prime's overhead and profit rates applied to them to calculate the total cost.

Response: No. The County will not be paying overhead and profit on permit fees.

6. Our understanding is that fees for the county's use of credit cards will be paid by the contractor, and that these fees can be up to 5% of the task order price. Will the county consider implementing a cap on the maximum task order that can be paid via credit card, such as \$5,000?

Response: The County's small purchase threshold is \$10,000.00; therefore, the cap is \$10,000.00.

7. Please confirm that if a consultant is required to prepare design documents and/or stamped drawings, their costs will be treated as subcontractor costs, and the contractor's overhead and profit rates will be applied to those costs.

Response: This is correct.

8. How will the hourly rates bid in Section F be included in the price evaluation for the contract?

Response: The hourly rates will not be included in the price evaluation. They are for information only.

9. Will safety and quality control personnel be reimbursed at the Project Manager rate?

Response: No. These are duties of the Superintendent.

- a. If not, will additional rates be accepted for these positions?

Response: No.

10. Will a contractor in a higher tier be eligible and considered for projects in all tiers lower than the awarded tier? (e.g. is a Tier 2 contractor eligible for any and all projects up to \$750K, even projects under \$250K?)

Response: Yes, Contractors in Tier 2 or Tier 3 will be eligible to do work in a lower Tier if deemed necessary by the County. A contractor in Tier 1 will not be eligible to move up, we will only allow movement down.

11. We are very interested, and highly capable, of performing work in more than one tier.
a. Is it permissible to bid multiple tiers, provided we submit a separate proposal packet for each one?

Response: No. Only one Tier may be bid as specified in Section F, price page No. 3.

- b. If so, may a contractor be awarded multiple tiers?

Response: No. Only one Tier may be bid as specified in Section F, Price Page No. 3.

12. Please confirm that Howard County will not be competing individual projects under this contract.

Response: Individual projects will not be competed.

13. Will Howard County please provide the number of awards intended per tier?

Response: There is no pre-determined number of awards per tier. It will depend on the number of responsive and responsible bids received.

14. Section F, Price Page 2. Near the middle of the page, the form asks for "Total Bid Price." Since this is an IDIQ-type contract with no specific scope or revenue at this time, bidders cannot know a "total bid price." Should we answer this "N/A or "TBD"?"

Response: No. The Total Bid Price should be obtained from Price Page No. 3. Note there is an asterisk on Price Page No. 3 that says "This figure should appear as Total Bid Price, Price Page No. 1." The reference to "...Price Page No. 1" should be corrected to "...Price Page No. 2".

15. As discussed in the pre-bid meeting, will you be restructuring the bid form and evaluation to prevent bidders from submitting an artificially low overhead and profit to win a contract and then attempt to make it up on labor rates or hours?

Response: No. The Method of Award is specified in Section D, paragraph 11.

16. If the bid form is revised, would the County consider a one week extension to allow bidders to react and respond appropriately?

Response: No. The County will not be issuing an extension at this time.

17. Clarify bonding requirements on small jobs.

Response: Bonds will be required per project at \$50,000.00 or greater.

18. Please consider establishing number of hours in proposal - base bid on total cost of these hours (labor/OH/profit) sample project.

Response: This was discussed and was rejected. Refer to the sample project proposal that is attached to this addendum as Revised - Exhibit III.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

RAB

**REVISED - EXHIBIT III
SAMPLE CONTRACTOR JOB BID ILLUSTRATION**

Prime Contractor Labor	Labor Rate	# of Hours		Subtotal Labor
Project Manager	\$ 35.00	20		\$ 700.00
Superintendent	\$ 33.00	80		\$ 2,640.00
Administrative Support	\$ 12.00	16		\$ 192.00
Carpenter	\$ 22.00	48		\$ 1,056.00
Laborer	\$ 19.00	120		\$ 2,280.00
Labor Total				\$ 6,868.00
Overhead		Overhead %	0.06	\$ 412.08
Labor + Overhead				\$ 7,280.08

Prime Contractor Materials	Units	\$/Unit	Quantity	Item Totals
Siding	SF	\$ 3.00	1000	\$ 3,000.00
Trim	LF	\$ 1.20	400	\$ 480.00
Painting	SF	\$ 2.00	1000	\$ 2,000.00
Doors	Ea	\$ 500.00	1	\$ 500.00
Windows	Ea	\$ 450.00	2	\$ 900.00
Materials Total				\$ 6,880.00
Overhead		Overhead %	0.06	\$ 412.80
Materials + Overhead				\$ 7,292.80

Subcontractor Costs				
ABC Electrical Services				\$ 8,750.00
XYZ Plumbing Services				\$ 2,570.00
Combined Subcontract Costs				\$ 11,320.00
Prime Contractor Overhead on Subcontract Work		Overhead %	0.06	\$ 679.20
Total Costs				\$ 11,999.20

Prime Contractor Labor + Overhead				\$ 7,280.08
Prime Contractor Materials + Overhead				\$ 7,292.80
Subcontractor Costs + Overhead				\$ 11,999.20
Subtotal				\$ 26,572.08
Contractor Profit		Profit %	0.09	\$ 2,391.49
Performance and Payment Bond Cost				\$ 50.00

Total Project Cost \$29,013.57

INVITATION FOR BIDS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

IFB No. 2015-60

JOB ORDER CONTRACTING

OPENING: JULY 22, 2015

PRE-BID CONFERENCE: JULY 10, 2015

BUYER: Robert Bowins, Senior Buyer
PHONE: 410-313-6375
EMAIL: rbowins@howardcountymd.gov



Formal IFBs and IFBs Results are available on the Website:
www.howardcountymd.gov/purchasing

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Exhibit I Howard County, Maryland, Sample Agreement

Exhibit II Sample Invoice

Exhibit III Sample Contractor Job Bib Illustration

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

SECTION A

KEY INFORMATION SUMMARY

IFB Number:	IFB-2015-60
IFB Name:	Job Order Contracting
Issue Date:	July 2, 2015
Buyer:	Robert Bowins, Senior Buyer rbowins@howardcountymd.gov 410-313-6375
Pre-Bid Date:	July 10, 2015 at 8:00 a.m.
Pre-Bid Location and Registration:	Dorsey Building Facilities Training Room 9250 Bendix Road Columbia, MD 21045 Please register by contacting Robert Bowins at rbowins@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than 4:00 p.m. July 15, 2015 prior to bid opening. Submit questions to: Robert Bowins at rbowins@howardcountymd.gov
Bid Due:	July 22, 2015 at 2:00 pm
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	One year with four one-year renewals.
Bid Deposit/ Performance Bond:	Yes. Bid Deposit and Performance Bonds are required. Refer to Section C, paragraphs 2 and 3.
EBO Subcontracting Participation:	Yes. Refer to Section I

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-6370.

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 Purchasing web site for updates to solicitations. www.howardcountymd.gov/purchasing

SECTION B

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.

- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, 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 Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order 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.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
 - 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
 - 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
 - 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
 - 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
 - 23.1 Termination for Convenience: The County may terminate this Purchase Order, 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.
 - 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, 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 Purchase Order. 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 C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Bid – All information submitted by the Contractor in response to this solicitation
- 1.4 Bidder – Any entity that submits a response to this solicitation
- 1.5 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.6 Agreement – The Invitation For Bid documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.7 County – Howard County, Maryland
- 1.8 County Project Manager – Representative of the County department
- 1.9 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.10 Contractor – Any bidder; most often the successful bidder
- 1.11 Designee – Specifically appointed alternate signatory or decision maker
- 1.12 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
- 1.13 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.14 Issuing Office – The Howard County Office of Purchasing
- 1.15 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.16 Solicitation – The Invitation For Bid
- 1.17 User Agency – County department or office for which goods and/or services are being purchased

2 BID DEPOSIT:

- 2.1 A bid deposit, in the form of a certified check, cashier's check, or bid bond, shall accompany this proposal. The bid deposit shall be made payable to "Director of Finance, Howard County."
- 2.2 **Bid deposits shall be submitted based upon only one of three Tiers in which you are submitting pricing as directed in Section F.**
 - 2.2.1 Bid deposit for Tier 1 is 5% of \$1,000,000.00.
 - 2.2.2 Bid deposit for Tier 2 is 5% of \$1,875,000.00.
 - 2.2.3 Bid deposit for Tier 3 is 5% of \$3,000,000.00.
- 2.3 Bid deposits in the form of certified checks will be returned to the unsuccessful bidders upon the award of the Agreement(s), and to the successful bidder(s) upon execution of the Agreement(s) and the meeting of bond requirements, if applicable.
- 2.4 The successful bidder's failure to execute the Agreement or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

3 PERFORMANCE AND PAYMENT BOND:

A performance and payment bond shall be required for each job order project to be performed. Performance bonds shall be required from the Contractor prior to being issued a purchase order. The bond shall be issued by a surety company licensed to do business in Maryland.

4 RESERVATIONS:

- 4.1 The County reserves the right to reject any or all bids or parts of bids when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 4.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in bids as the interest of the County may require.
- 4.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 4.4 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.
- 4.5 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.
- 4.6 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.

5 COMPETITION:

- 5.1 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.
- 5.2 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.

6 UNBALANCED BIDS:

A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent both mathematically and materially unbalanced, may be rejected as non-responsive.

(An example would be bidding overtime labor rates below regular time rates, or bidding laborer rates above Supervisor or Foreman rates. Another example is bidding a 1 gallon container of a product higher than a 5-gallon container of the same product.)

- 7 PERIOD OF VALIDITY: Unless otherwise specified, all formal bids submitted shall be irrevocable for 120 days following the bid 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.

8 DELIVERY:

- 8.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.

- 8.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the bid, unless otherwise stated in the solicitation.
- 8.3 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.
- 8.4 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.

9 GOVERNING LAW:

- 9.1 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.
- 9.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 10 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.
- 11 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.
- 12 AUTHORITY: Solicitations 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.
- 13 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.
- 14 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.
- 15 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.

- 16 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/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 17 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.
- 18 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.
- 19 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.
- 20 AGREEMENT:
 - 20.1 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 standard Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's standard Agreement, Exhibit I, must be noted in the bid to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of the bid.
 - 20.2 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.
- 21 COOPERATIVE PURCHASE:
 - 21.1 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, schools 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.
 - 21.2 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.
- 22 AWARD NOTIFICATION:
 - 22.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.
 - 22.2 The awarded Contractor(s) will be required to return a 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 the Maryland Registration Certificate of Good Standing.

*** As Offerors have had an opportunity to note Exceptions to the Agreement with their bid submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR BID.**

23 LIQUIDATED DAMAGES

- 23.1 Time is an essential element of the contract and it is important that the work be vigorously prosecuted until final acceptance. The Contractor understands and agrees that the County and the general public will suffer financial loss and/or inconvenience if the project is not substantially complete on the date set forth in the Agreement. The County and the Contractor agree that the amount of financial loss and/or inconvenience is not subject to accurate estimation and the actual damages are not easily ascertained. Therefore, the County and the Contractor agree that the amount of \$500 per day for liquidated damages set forth in the Agreement is a reasonable forecast of the just and fair compensation for the harm that would result from the Contractor's failure to timely complete the work.
- 23.2 For each day that the work shall remain uncompleted beyond the contract time, the Contractor and/or the surety shall be liable for liquidated damages in the amount provided for in the Agreement, provided, however, that due account shall be taken of any adjustment of the contract time.

24 TERMINATION:

- 24.1 Termination for Convenience: The County may terminate this contract, 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.
- 24.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, 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 contract. 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 STATEMENT OF WORK: Howard County, Maryland, (the "County"), seeks a qualified commercial building contractor (s) (the "Contractor"), to furnish Job Order Contracting (JOC) services.
 - 1.1 This is an indefinite delivery, indefinite quantity contract for the performance of minor and major building construction, renovation, repair, replacement, alteration, and maintenance projects encompassing both building interior and exterior and all minor and major building systems. Job Order Contracting projects will fall under one of three tiers defined in paragraph 10 as the maximum amount per job order. The Contractor will perform job orders on an as-needed basis for various departments of the County.
 - 1.2 Work will consist of individual projects with the requirements of each detailed at project initiation. The specific work requirements will be identified in release Purchase Orders to be issued by the County.
 - 1.3 The Contractor shall provide the services of architect and engineering consultants for purposes of design, construction drawings, and specifications for various types of construction modifications, if required for the identified individual project.
 - 1.4 Alternately, the Contractor may be required to construct projects from pre-designed construction drawings and specifications prepared prior to project initiation.
 - 1.5 The Contractor shall furnish construction services for minor and major construction, renovation, maintenance, repair, replacement and alterations for both programmed and emergency efforts.
 - 1.6 The Contractor shall obtain the necessary building permits.
- 2 PRE-BID CONFERENCE:
 - 2.1 A pre-bid conference will be held in the Howard County Bureau of Facilities, Dorsey Building Facilities Training Room located at 9250 Bendix Road, Columbia, Maryland 21045 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 as outlined in Section I.
 - 2.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
 - 2.3 In order to assure adequate seating at the pre-bid conference, please confirm attendance by emailing Robin Fewell rfewell@howardcountymd.gov and referencing this solicitation and number.
 - 2.4 If there is a need for language interpretation and/or other special accommodations, please advise Robin Fewell rfewell@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.
- 3 INQUIRIES AND ADDENDA:
 - 3.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than July 14, 2015 at 4:00 p.m.
 - 3.2 Addenda to solicitations often occur prior to bid opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda.

4 CONTRACTOR'S QUALIFICATIONS:

- 4.1 Contractors shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. Contractors must be qualified commercial building contractors engaged in supplying indefinite delivery, indefinite quantity building construction, renovation, repair, replacement, and alteration and maintenance services and must have been actively engaged in this type work for a period of no less than five (5) years. The experience of owner(s) may be imputed to a newly formed company/contractor, provided the owner(s) has/have at least five (5) years of demonstrated experience of reliability and meets the criteria set forth herein.
- 4.2 The Qualifications Questionnaire shall be completed by all Contractors. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Contractor's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Contractor. Contractors may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
- 4.3 The County reserves the right to check references furnished and consider the response received in determining award of this bid. The County will not contact Contractors for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Contractors on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
- 4.4 The County reserves the right to inspect the Contractor's equipment, also to perform such investigations, request resumes, or interview key personnel past work histories as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.
- 4.5 Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. 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 lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive with regards to providing sufficient information on which reflects the bidders' ability to perform.
- 4.6 Contractors must submit with their bid "Experience Reference Forms" for five (5) separate projects, within the past three (3) years, which demonstrate the firm's experience providing Job Order Contracting.
- 4.7 Include copies of the following with your bid, failure to provide this information may result in rejection of your bid:
 - 4.7.1 Copy of Contractor License
 - 4.7.2 Number of Incidents cited for non-compliance by MOSH/OSHA/MDE/EPA or a letter stating no incidents on company letterhead.

5 BACKGROUND CHECKS AND INVESTIGATIONS

- 5.1 If a Contractor's employees are on-site in County buildings working without a County escort each employee 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. The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building. The checks or investigations will be conducted by the either Police Department, Office of the Sheriff, Department of Corrections. The Contractor shall submit the proper forms (provided by the County) to either the Police Department, and or Human Resources, Office of the Sheriff, Department of Corrections as directed by the Bureau of Facilities.

- 5.2 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.
- 5.3 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.
- 5.4 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 in question. The County will, at its sole discretion, accept or reject the requested exception.

6 ARCHITECT/ENGINEER PREPARED MATERIALS:

- 6.1 The Contractor may be required to hire licensed Architect/Engineering Consultants (Consultant) for purposes of design, construction drawings, and specifications of various types of construction modifications. The Consultant shall have at least five (5) years architectural/engineering (A/E) experience. The County has the right to reject any Consultant that does not meet the State of Maryland licensing A/E criteria. All A/E sketches, plans, specifications, schedules, etc., both in print or digital media, developed for a County project shall become the property of the County.
- 6.2 The County reserves the right to review and approve any and all design consultants before they are hired by the Contractor. The County has the right to reject any Consultant.
- 6.3 The level of A/E services and design, if any, will be included in the project cost proposal. If the level of A/E services for a project requires that the Contractor provide stamped drawings and plans, the Contractor will be paid according to the cost of A/E services. The Contractor shall be required, as on construction projects, to provide shop drawings, as built drawings, project layout drawings and sketches as required with no additional cost.
- 6.4 For projects requiring the Contractor to secure Consultant services, the Contractor agrees that all data including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by the Consultant for the Contractor under the terms of this contract shall at any time during the performance of the services, or upon termination, be made available to the County upon request by the County and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use same without restriction or limitation and without compensation other than that provided to the Contractor under this agreement.
- 6.5 The preparation of incidental drawings/plans, specifications, safety plans, shop drawings, product data and samples, as built and all other documentation required herein of the Contractor as required by individual projects is part of the Scope of Work of this contract and the cost thereof shall be included in the Contractors subcontractor cost proposal for each individual project.

- 7 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about September -1, 2015 after approval and proper execution of the Agreement documents , with a renewal option for four additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.

8 PRICE ADJUSTMENT:

- 8.1 Prices offered for labor rates shall be firm against any increase for one (1) year 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 Issuing Office in advance of any requested price changes for labor rates.

- 8.2 Profit rate and overhead rate shall remain firm throughout the term of the Agreement, including renewals thereof.
 - 8.3 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
 - 8.4 The County will 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 be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* 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.
 - 8.5 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.
- 9 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract 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.
- 10.1 Tier 1 total annual volume for all job orders combined is estimated to be \$12,000,000.00 for multiple contractors.
 - 10.1.1 Each job order shall not exceed \$250,000.00.
 - 10.1.2 Contractor may be assigned multiple jobs orders at the same time using the established limits specified above.
 - 10.2 Tier 2 total annual volume for all job orders combined is estimated to be \$11,250,000.00 for multiple contractors.
 - 10.2.1 Each job order shall not exceed \$750,000.00.
 - 10.2.2 Contractor may be assigned multiple jobs orders at the same time using the established limits specified above
 - 10.3 Tier 3 total annual volume for all job orders combined is estimated to be \$12,000,000.00 for multiple contractors.
 - 10.3.1 Each job order shall not exceed \$1,500,000.00.
 - 10.2.2 Contractor may be assigned multiple jobs orders at the same time using the established limits specified above.
- 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" as Certificate Holder and as Additional Insured.
 - 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 assure 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 bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" must be shown as the Certificate Holder and an Additional Insured on the certificate.
 - 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. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.
- 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. The specific work requirements will be identified in release Purchase Orders to be issued 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 METHOD OF AWARD:
- 13.1 The County intends to make multiple awards at each tier to primary Contractors for the line item(s), effectively to the lowest responsive and responsible Contractors meeting all the specifications, having submitted all the required documents, and meeting all necessary experience and reference requirements for the Total Bid. The estimated annual quantities specified in paragraph 10 represents the estimated total volume of work for all Contractors combined per tier.
 - 13.2 The assignment of work shall be at the sole discretion of the County. The Contractor(s) shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.
- 14 BILLING AND PAYMENT:
- 14.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Public Works, Bureau of Facilities, 9250 Bendix Road, Columbia, MD 21045. 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.

14.2 Each invoice shall include the following information:

- 14.2.1 Contractor's name;
- 14.2.2 Address;
- 14.2.3 Federal tax identification number;
- 14.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
- 14.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
- 14.2.6 Contract line number;
- 14.2.7 Unit price and extended price (unit price must match a contract line); and
- 14.2.8 Description of goods provided and/or services performed.

14.3 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.

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

14.5 Delivery tickets signed by authorized County personnel shall accompany invoice.

14.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.

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

14.8 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.

15 WARRANTY:

15.1 The Contractor warrants the building construction services and materials furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.

15.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.

16 TECHNICAL SPECIFICATIONS:

16.1 Scope of Work:

16.1.1 Work will consist of a collection of task specifications. The scope of individual projects will be detailed on a project-by-project basis.

16.1.2 The Contractor shall be paid only in accordance with the agreed upon price, and there shall be no monthly management or contract handling fees.

16.1.3 Capital Construction Project tasks shall be constructed in accordance with the provisions of the Howard County Design Manual, Volume 1V, Standard Specifications and Details for Construction approved and adopted on May 7, 2007 and any subsequent revisions thereto.

16.2 Project Initiation

- 16.2.1 The County Project Manager will schedule a site evaluation visit and conference with the Contractor. The site visit shall occur within five (5) working days after initial contact of Contractor by the County Project Manager.
- 16.2.2 During this meeting the following items shall be defined, performed, discussed and established:
 - 16.2.1.1 Define the Scope of Work
 - 16.2.1.2 Perform a site investigation
 - 16.2.1.3 Discussion of the methods and alternatives for accomplishing project work
 - 16.2.1.4 Refine detailed scope of work, including any special instructions or conditions that may exist.
 - 16.2.1.5 Identify requirements for plans, sketches, shop drawings, etc.
 - 16.2.1.6 Determine time requirements for completion
 - 16.2.1.7 Identify preliminary quantities which the Contractor establishes for use in developing the project estimate.
- 16.2.3 Based on the site investigation minutes, written by the County Project Manager, following the site visit with the Contractor, the County Project Manager will formally request the Contractor to make a project estimate in which the project title and work request number will be established, scope of work stated and any special conditions and known existing conditions identified.
- 16.2.4 Other information shall include a project description. The description shall contain sufficient detail to assure that the Contractor can properly prepare a responsive and cost-effective fixed fee or Guaranteed Maximum Price (GMP) that will allow informed monitoring of the Contractor's performance. The description may be a simple statement of work, but may include sketches and enough supporting information to adequately describe the scope of work. More extensive and complex projects may require more detailed information and drawings. If necessary, an A/E consultant may be retained by the Contractor to develop a project to the level required for a proper fixed fee or GMP to be established. Alternately, the Contractor may be required to construct projects from pre-designed construction drawings and specifications prepared prior to project initiation.
- 16.2.5 The County will furnish copies of available record drawings and specifications which are pertinent to the facility involved. However, these construction documents are not warranted to show conditions as they actually exist. The Contractor shall verify (by field investigation) information shown on the record drawings (which is relevant to the project) for accuracy to ensure a quality designed project.
- 16.2.6 County furnished property or equipment, if any, will be identified in the project description. The Contractor with his own forces shall transport all County furnished equipment/materials described from the County storage area to the work site indicated. Upon receipt, the Contractor assumes the risk and responsibility for the loss or damage to County furnished property. The Contractor shall follow the instructions of the County Project Manager regarding the disposition of all County furnished property not consumed in the performance of a project.
- 16.2.7 Time for submittal of the Contractor's fixed fee or GMP for individual projects shall depend on the complexity and urgency of the project. The length of time allowed for the proposal submittal will be established at the outset by the County Project Manager.
- 16.2.8 In emergency situations and for projects requiring immediate completion, the Contractor's proposal may be required quickly and the due date will be established by the

County Project Manager, or the Contractor may be directed by the County Project Manager to begin work immediately.

16.3 Contractor Preparation of Individual JOC Project:

- 16.3.1 Statement of Work
- 16.3.2 Schedule, project start and end date, each work effort start and end dates, materials/ components ordering and lead times stated.
- 16.3.3 Sketches/Drawings or Architect/Engineering plans, if applicable.
- 16.3.4 Contractor personnel identified for Project Management and Supervision, with project hours for each category, hourly rates and GMP for Project Management and Supervision.
- 16.3.5 Contractor personnel identified for self-performed work (carpenter, painter, general laborer, etc.) with project hours for each trade, hourly rates, and GMP for self-performed work.
- 16.3.6 Provide materials quotes for all materials used in Contractor self-performed work, major components require three (3) quotes for each item or system to be provided.
- 16.3.7 For each division of subcontractor work provide total labor cost and material cost quotes. Up to three (3) quotes may be required for each subcontractor effort.
- 16.3.8 Reimbursable items, identified with pricing (permits, rentals, etc.) For rentals, provide price quotes; for permits, provide estimate.
- 16.3.9 Apply, Prime Contractor Labor and Materials, Subcontractor Labor and Materials and Overhead and Profit.

16.4 Project Pricing:

- 16.4.1 Individual project pricing will be based on the sum of all costs associated with the project.
- 16.4.2 Costs for each project will include:
 - 16.4.2.1 Prime Contractor Labor and Materials and other incidentals.
 - 16.4.2.2 Subcontractor Labor and Materials and other incidentals.
 - 16.4.2.3 Prime Contractor Overhead applied to Labor and Materials for both Prime and Subcontractor.
 - 16.4.2.4 Prime Contractor Profit applied to Labor and Materials for both Prime Contractor and Subcontractor and Overhead of Prime Contractor and Subcontractor.
- 16.4.5 Items -16.4.2.1 through 16.4.2.4 inclusive represent all items to be included in any project for which payment will be made.
- 16.4.6 The Contractor shall be responsible for preparing a detailed fixed fee or GMP by identifying tasks, preparing working drawings, shop drawings, establishing quantities, pricing tasks, developing construction schedules, preparing the project cost estimate and obtaining building permits.
- 16.4.7 All fees, permits, licenses, etc., shall be included in the Contractor's project pricing. It is solely each Contractor's responsibility to contact and verify with each governing agency or utility company all requirements including fees, permits connections, etc., and also to verify exact amount of charge, if any.

- 16.4.8 The Contractor shall prepare a fixed fee or GMP in sufficient detail to allow the County Project Manager to conduct a meaningful evaluation of the Contractor's project pricing for each project.

16.5 County Acceptance of JOC Project Pricing

- 16.5.1 The Contractor will deliver the project pricing to the County Project Manager within the agreed upon time period.
- 16.5.2 The County Project Manager will conduct a thorough review of the project pricing for inclusion of all required elements and accuracy of each.
- 16.5.3 The County Project Manager will set a meeting time and date with the Contractor's Project Manager to discuss the project pricing and to make decisions regarding acceptance of Contractor's proposed personnel, work hour quantities, material quotations, subcontractor proposals for labor and materials, and reimbursable items.
- 16.5.4 On completion of this discussion, assuming both parties are in agreement, the County Project Manager will initiate the process of obtaining a Purchase Order for the project.
- 16.5.5 If the parties fail to reach agreement within a reasonable time regarding approach, methods or pricing the County Project Manager may initiate discussions with an alternate Contractor.

16.6 Issuance of Purchase Order, Mobilization and Construction Start Up

- 16.6.1 All correspondence and data submitted by the Contractor shall reference the contract number, project number and title, and the purchase order number.
- 16.6.2 The Contractor should not commence work until receipt of the Purchase Order.
- 16.6.3 For each project, the County will issue a Purchase Order. The first day of performance shall be the effective date specified in the Purchase Order. Any mobilization, preliminary work started or materials ordered or purchased before receipt of the Purchase Order shall be at the risk and expense of the Contractor.
- 16.6.4 The Contractor shall commence and diligently prosecute the work to completion within the time set forth in the Purchase Order, and the approved Construction Schedule submitted with the project pricing and completes the entire work no later than the completion time specified. The period of performance includes allowance for mobilization, holidays, weekends, inclement weather, and cleanup, therefore claims for delay based on these elements will not be allowed.
- 16.6.5 If the Contractor is delayed in the completion of the work by reason of unforeseeable causes beyond the Contractor's control and without fault or negligence, including, but not restricted to, acts of God or the public enemy; acts of neglect to the County, acts or neglect of any other contractor, fires, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotion, or freight embargoes, the period specified for the completion of the work shall be extended by such time as shall be fixed by the County.
- 16.6.6 The time stated for completion shall include final cleanup of the premises.

16.7 Construction Work Schedule

- 16.7.1 All work schedules shall be coordinated between the County Project Manager and the Contractor prior to the start of any and all projects.

- 16.7.2 Work schedules shall be submitted to the County Project Manager and approved prior to start of work at the job site. Approved work schedules shall not be changed without prior County Project Manager approval.
- 16.7.3 The Contractor shall confer with the County Project Manager and agree on a sequence of procedures and means of access to premises and building, space for storage of materials and equipment, delivery of materials and use approaches, location of partitions, eating spaces and restrooms for the Contractor's employees and the like.
- 16.7.4 Delivery of materials and equipment shall be made with minimum interference to County operations and personnel. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions are begun.
- 16.7.5 Meetings between the Contractor and County Project Manager shall be held, when needed, to discuss any problems or scheduling of work.
- 16.7.6 If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so shall be requested in writing to the County Project Manager ten (10) business days prior to commencing that work.
- 16.7.7 Work in connection with this contract which requires utility outages, electrical, water, gas, etc. which will close down or limit normal activities in the building, construction area, or other affected areas, shall be performed by the Contractor at a time other than the County's normal working hours. Any and all other utility outages necessitated by the Contractor's work shall be requested in writing by the Contractor at least seven (7) working days prior to the proposed outage. The request shall be directed to the County Project Manager and shall stipulate the specific utility system(s), and circuits, to be affected, the location of the work, the time at which the shutdown will occur, and the duration of the outage of each system. Outages shall be kept to a minimum both in number and in duration. Where multiple outages are required, as many outages as can be accurately scheduled shall be submitted as a group.
- 16.7.8 The Contractor shall be responsible for obtaining all required permits. Permits for work under this contract will be issued to the Contractor by Howard County Department of Inspections, Licenses and Permits.
- 16.7.8 The Contractor shall coordinate and schedule all necessary inspections required by Howard County Inspections, Licenses and Permits.
- 16.7.9 The Contractor shall provide a complete set of Record drawings (as-builts) showing original contracted work and any changes during construction.
- 16.8 Construction Changes:
 - 16.8.1 The Contractor shall be responsible for the coordination and proper relation of the work. The Contractor shall field verify all dimensions and advise the County Project Manager of any discrepancies prior to the proceeding with that phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.
 - 16.8.2 During the progress of the job, the Contractor shall keep a complete record at the job site of all changes, and corrections from the layouts shown on the drawings, if applicable. The Contractor shall enter such changes and corrections on contract or record drawings promptly, and submit record drawings prepared by the Contractor's Architecture/Engineering consultants on Mylar reproductions and on electronic format to the County Project Manager upon completion of work.

- 16.8.3 Change in the construction shall be preapproved by the County Project Manager (unless very minor). Changes shall be dealt with by the issuance of a Change Order to the Purchase Order. The procedures for the issuance of a Change Order are the same as the procedures for the issuance of the original Job Order Purchase Order. Any additions costs are therefore calculated by using the appropriate labor, material, subcontractor or rental costs times the quantity to be added, plus the percentage markup applied.

16.9 Contractor's Responsibility:

- 16.9.1 All existing facilities shall remain in operation during the duration of the work. All work done under this Contract shall proceed with the maximum consideration given by all construction trades to care and safety of building occupants and public buildings. The Contractor shall repair damages to utility lines within three (3) hours of the time the damage occurred at the Contractor's cost. During the repairs, County is not to be charged for any labor or materials expended for this effort.
- 16.9.2 The County shall not be responsible in any way for the Contractor's ways, means, methods, techniques, procedures, or the enforcement of safety requirements relating to the construction process.
- 16.9.3 The Contractor shall in good workmanlike manner, perform all work and furnish all materials and equipment necessary to complete all work required by this Contract, within the time agreed upon at the first site meeting, in accordance with the specific manufacturer's requirements, and shall comply with all pertinent public laws of the State of Maryland and the County. The Contractor shall comply with and be subject to all terms, conditions, requirements, and limitations of any equipment, manufacturer requirements.
- 16.9.4 The Contractor shall direct and coordinate the work of all subcontractors so as to create general cooperation between trades and facilitate expeditious progress of work.
- 16.9.5 The Contractor shall confine its workers, apparatus, the storage of materials, and operations of its workmen to the limits indicated by law, ordinances, permits, or directions of the County Project Manager and shall not unreasonably encumber the premises with his materials or equipment. No radios/loud music, nor catcalls to building users will be permitted.
- 16.9.6 The Contractor shall be required to verify all existing conditions, and shall verify dimensions of repair work areas.

16.10 Site Maintenance:

- 16.10.1 Parking of the Contractor's vehicles shall be restricted to designated areas near the work.
- 16.10.2 At the beginning of the Contract, the Contractor shall provide the County Project Manager with a telephone number(s) at which the Contractor or his representative may be contacted at any time during regular working hours, and an after-hours emergency phone.
- 16.10.3 The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to the County.
- 16.10.4 The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen etc. as required for each Purchase Order at no additional cost to the County. Proposed traffic control methods shall be submitted to the County for final approval.

16.11 Site Security - Occupied Buildings:

The Contractor shall provide its employees with identification badges. Badges shall be worn during the performance of contract services while on County sites.

16.12 Substantial Completion and Final Payment:

- 16.12.1 When the Contractor considers the work complete and ready for its intended use, the Contractor shall request the County Project Manager to inspect the work to determine the status of completion.
- 16.12.2 When the County Project Manager determines the work is substantially complete, the County Project Manager will issue a conditional acceptance with a list of items to be completed or corrected prior to final payment for the Purchase Order.
- 16.12.3 Upon completion of the construction, and prior to the final payment, the Contractor shall deliver to the County Project Manager the following items:
 - 16.12.3.1 Waiver of Liens
 - 16.12.3.2 Operating and Maintenance instructions
 - 16.12.3.3 Consent of Surety
 - 16.12.3.4 Guarantees and warranties (manufacturer/contractor)
 - 16.12.3.5 Shop Drawings
 - 16.12.3.6 A complete set of Record drawings (as-builts) showing original contracted work and any changes during construction.
- 16.12.4 All final decisions concerning stopping of the work, change orders, payments, substantial completion, final completion, liquidated damages, extension of time, and contract time shall be at the County's sole discretion, and this provision of the Contract shall take precedence over any other term thereof.

16.13 Punch List Completion:

- 16.13.1 The Contractor understands and agrees that time is of the essence in closing out assigned projects. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the County Project Manager. The Contractor shall agree to begin performance of Punch List Work immediately after receipt of the Punch List.
- 16.13.2 Failure of the Contractor or its Subcontractors to begin the Punch list Work within three (3) business days after receipt of the Punch List may be construed as failure to prosecute the work of the Contract.
- 16.13.3 Punch List work shall be continuously prosecuted once begun and completed within thirty (30) business days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages as identified in Section C, paragraph 23 will apply.

16.14 Project Closeout:

- 16.14.1 The following items shall be provided to the County Project Manager by the Contractor:
- 16.14.2 Operating and Maintenance Manuals: Contractor shall review any maintenance requirements with the County's Project Manager to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, the Contractor shall provide instruction by the manufacturer's representative. The detailed review shall include the following items:
 - 16.14.2.1 Warranties (1 year labor and materials unless noted otherwise);
 - 16.14.2.2 Maintenance agreements and similar continuing commitments; and
 - 16.14.2.3 All spare parts and additional components shall be turned over to the County.
- 16.14.3 The Contractor shall perform the following final cleaning activities:

- 16.14.3.1 Contractor shall clean the site of rubbish, litter, and other foreign substances
- 16.14.3.2 Contractor shall comply with regulations of authorities having jurisdiction for cleaning safety standards
- 16.14.3.3 Contractor shall not discharge volatile, harmful or dangerous materials into drainage systems.
- 16.14.3.4 Contractor shall remove waste materials from the site and dispose of in a lawful manner
- 16.14.3.5 Where extra materials of value remains after completion of associated work will become the County's property, arrange for disposition of these materials as directed.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. Faxed or emailed bids in response to this formal Invitation for Bid are not acceptable.
- 1.2 All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a bid 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 bid.
- 1.4 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. 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.
- 1.5 The Foreign Services Disclosure Form must accompany bids 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 local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.6 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 writing not later than ten days prior to the scheduled opening of bids. 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 Purchasing web site (www.howardcountymd.gov/purchasing).
- 1.7 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 BID DOCUMENTS: The required documents shall be submitted, in duplicate (original and one copy), to the Issuing Office no later than the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the bid. This solicitation requires the return of the following documents:

- 2.1 Section "F", (Price Pages, Contractor's Qualification Information)
- 2.2 Section "G" (Environmentally Preferable Products)
- 2.3 Section "H" (Affidavit)
- 2.4 Section "I" (Equal Business Opportunity Participation)
- 2.5 Section "J" (Wage Requirement)
- 2.6 Section "K" (Rain Forest Protection Act of 1991)

2.7 Section "L" (Foreign Services disclosure From)

- 3 **BID DEPOSIT:** This bid requires the submission of a bid deposit. Acceptable forms of a bid deposit are a certified check, cashier's check, or bid bond. The bid deposit shall be in accordance with Section C, Paragraph 2.
- 4 **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 bid.

SECTION F
PRICE PAGE NO. 1
JOB ORDER CONTRACTING

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

COMPANY NAME: _____

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

ADDRESS: _____
(Street) (City) (State) (Zip)

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

TITLE: _____

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): _____

Bid Deposit in the amount of \$ _____ enclosed. Failure to submit a bid deposit shall be cause for rejection of the bid.

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.

Delivery Time After Receipt of Order: _____

This delivery time will be considered in determining the award.

The company accepts Visa cards: ☐ Yes ☐ No

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

SECTION F
PRICE PAGE NO. 2

COMPANY NAME: _____

Delivery Terms: F.O.B. Destination, Inside Delivery.

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

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

TOTAL BID PRICE \$ _____

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. To check for addenda go to: www.howardcountymd.gov/purchasing

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

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F

PRICE PAGE NO. 3

COMPANY NAME: _____

TITLE: **JOB ORDER CONTRACTING** _____

NIGP CODE/PRODUCT CODE: 909-22 Building Construction Services, New, Non-Residential _____

Indicate by marking "X" next to the 1 (ONE) Tier to which your Overhead and Profit % (percent) will apply. **Contractors shall only submit percentages for ONE Tier.**

Tier 1 _____ Jobs from \$0 - \$250,000.00

Tier 2 _____ Jobs from \$250,001.00 - \$750,000.00

Tier 3 _____ Jobs from \$750,001.00 - \$1,500,000.00

\$100 (Labor and Material) x 1. _____ Overhead % = \$ _____ (Labor, Materials, Overhead)

(Labor, Materials, Overhead) \$ _____ x Profit % 1. _____ = ***TOTAL BID PRICE \$** _____

Provide Hourly Labor Rates for Key Personnel:

Project Manager \$ _____ /Hour

Superintendent \$ _____ /Hour

Administrative Support \$ _____ /Hour

Carpenter \$ _____ /Hour

Laborer \$ _____ /Hour

* This figure should appear as Total Bid Price, Price Page No. 1

** Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

HOWARD COUNTY, MARYLAND
QUALIFICATIONS QUESTIONNAIRE
JOB ORDER CONTRACTING

Name of Contractor: _____ Date: _____

Address: _____

Telephone Number: _____

BIDDER'S/CONTRACTOR'S QUALIFICATIONS

Items 1 through 7 mirror Section D, Paragraph 4)

1. Contractors shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. Contractors must be qualified commercial building contractors engaged in supplying indefinite delivery, indefinite quantity building construction, renovation, repair, replacement, and alteration and maintenance services and must have been actively engaged in this type work for a period of no less than five (5) years. The experience of owner(s) may be imputed to a newly formed company/contractor, provided the owner(s) has/have at least five (5) years of demonstrated experience of reliability and meets the criteria set forth herein.

2. The Qualifications Questionnaire shall be completed by all Contractors. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Contractor's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Contractor. Contractors may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.

3. The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Contractors for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Contractors on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.

4. The County reserves the right to inspect the Contractor's equipment, also to perform such investigations, request resumes, or interview key personnel and work histories as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.

5. Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. 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 lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive with regards to providing sufficient information on which reflects the bidders' ability to perform.

6. Contractors must submit with their bid "Bidder's Construction Experience Forms" for five (5) separate projects, within the past three (3) years, which demonstrate the firm's experience providing Job Order Contracting Services.

7. Include copies of the following with your bid, failure to provide this information may result in rejection of your bid:

- 7.1 Copy of Contractor License
- 7.2 Number of Incidents cited for non-compliance by MOSH/OSHA/MDE/EPA or a letter stating no incidents on company letterhead.

1. **BIDDER'S CONSTRUCTION EXPERIENCE**, list most recent first.

(a) **Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(b) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(c) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(d) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(e) **Next Most Recent Work:**

Work for which Bidder was responsible:

Project Title and/or Other Identifying Number for the Work: _____

Location (Street Address, City/County, State): _____

Start Construction Date _____ End Construction Date: _____

Bidder's total dollar amount for the Work described: _____

Bidder's Superintendent for the Work: _____

Bidder's Project Manager for the Work: _____

Agency or Firm for whom work was performed (the Owner):

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: _____

Firm performing Engineering Inspection Services:

Name: _____

Address: _____

Telephone Number: _____

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: _____

Was the Work of the Bidder performed as a Subcontractor? _____ (yes), _____ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: _____

Address of Prime Contractor: _____

Telephone No. of Prime Contractor: _____

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: _____

Other pertinent information regarding this project:

2. NAMES OF KEY PERSONNEL AND THEIR WORK RELATED EXPERIENCE:

For each key personnel listed, the bidder shall indicate on which efforts identified above (1a, 1b, 1c, etc.) the key personnel worked and their responsibilities on that project.

[illegible]

3. NAMES AND TELEPHONE NUMBERS OF EMERGENCY RESPONSE SUPERVISORY PERSONNEL AVAILABLE 24 HOURS/DAY 365 DAYS/YR.

4. **LIST OF MAJOR EQUIPMENT TO WHICH THE BIDDERS OWNS OR HAS ACCESS:**
(Provide attachment for this item if necessary.)

5. **BIDDERS BONDING CAPABILITY:** _____

6. **OTHER INFORMATION CONSIDERED PERTINENT:**

Signature

Date

Name of Contractor

Title

Email Address

SECTION G

PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS, SERVICES AND EQUIPMENT

Must be completed, signed, and submitted with the bid.

Environmentally Preferred Products (EPP) and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal. EPPs include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc.

Howard County gives a price preference of up to 5% for the purchase of EPPs.*

The goods being bid:

☐ are made from recycled, recyclable or are considered to be environmentally preferred materials. Specify what was reused, recycled or environmentally preferred: _____

☐ represent _____% post-consumer waste.

☐ represent _____% pre-consumer waste.

☐ do not contain any recycled materials.

☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____

☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.

☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County have purchased remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain: _____

Does your company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

* The price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

SECTION H
AFFIDAVIT

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc), and submitted with the bid.

Contractor _____

Address _____

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

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 of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

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.

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. 09/25/2013

SECTION I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS 10% 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 10% 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. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. 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 10% subcontracting goal. The website addresses for lists of minority businesses are:

Howard County - Equal Business Opportunity List of Firms A-Z

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.

Revised 12/20/2013



**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)	<input type="checkbox"/> AA	<input type="checkbox"/> ASA	<input type="checkbox"/> HIS	<input type="checkbox"/> NA	<input type="checkbox"/> FEM <input type="checkbox"/> DIS
CERTIFYING AGENCY:		CERTIFICATION #		EBO PARTICIPATION %	
DESCRIPTION OF WORK:				EBO PARTICIPATION \$	

SUBCONTRACTOR NAME:					
ADDRESS:					PHONE:
CONTACT REPRESENTATIVE:			EMAIL:		
*EBO TYPE (Check One)	<input type="checkbox"/> AA	<input type="checkbox"/> ASA	<input type="checkbox"/> HIS	<input type="checkbox"/> NA	<input type="checkbox"/> FEM <input type="checkbox"/> DIS
CERTIFYING AGENCY:		CERTIFICATION #		EBO PARTICIPATION %	
DESCRIPTION OF WORK:				EBO PARTICIPATION \$	

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

Revised 12/20/2013

Buyer Initial:

SECTION J 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 sole source, 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.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 22, 2014, the Federal HHS Poverty Guideline was published as \$23,850 for a family of 4 (www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$23,850 = \$29,812.50 \qquad \$29,812.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \$14.33 \text{ per hour}$$

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 HHS Poverty Guidelines are published next January. If there is a change, the Office of Purchasing 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 Purchasing 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)

Prime Contr. Sub-Contr.

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.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <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. 4.110 (Sole Source), 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 to 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 _____
 Address _____

 Authorized Signature _____
 Print Name of Signatory _____

Vendor Federal ID Number _____
 Phone Number _____
 Email Address _____
 Date _____
 Title of Signatory _____

Office of Purchasing Use Only	Contract Title:		Buyer's Initials:
	Contract No:	Renewal No.	
	Capital Project No:	Contract Term:	

SECTION K

[If applicable]

RAIN FOREST PROTECTION ACT OF 1991

(The provisions of this subtitle shall apply to any procurement for the purchase of wood products that is over \$2,000.
 "Wood products" are those exposed wood areas that are visible to the eye.)

I/We _____
 (name of firm)

located at _____
 (address)

() _____, hereby certify that the supplies being offered in this capital project/bid (phone number)

comply with the Howard County Rain Forest Protection Act of 1991.

The Act prohibits the purchase, by Howard County, of certain tropical rain forest wood products, which are exposed and visible to the eye.

Howard County shall not purchase any of the following tropical wood products unless the vendor shows that the tropical wood item or type has been harvested from a pre-existing plantation, managed to maintain environmental functions, including watershed stability and erosion control practices, sustained yield production, and positive impact on the well being of local communities.

Name

Acapu
 Afromosia
 Almon
 Amaranth
 Amazaque
 Aningeria
 Apitong
 Balsa
 Banak
 Bella Rosa
 Bengé
 Boire
 Bubinga
 Cativo
 Chenchen
 Concobolo
 Cordia
 Ebony
 Gaboon
 Iroko
 Koa
 Koto

Name

Lauan, Red
 Lauan, White
 Limba
 Louro
 Mahogany, African
 Mahogany, American
 Makore
 Movingui
 Paduak, African
 Paduak, Angola
 Peroba
 Purpleheart
 Ramin
 Rosewood
 Sapele
 Sonora
 Tanguille
 Teak
 Tiger Wood
 Wenge
 Zebrawood

WITNESS:

Signature

 Name and Title of Signer

SECTION L

**HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
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

EXHIBIT I HOWARD COUNTY, MARYLAND AGREEMENT

THIS AGREEMENT made by and between Howard County, Maryland [as Purchasing Agent For Howard County Health Department, remove if not applicable], a body corporate and politic, (the "County") and [NAME AND ADDRESS OF CONTRACTOR], [Federal Employer Identification Number _____, Telephone Number _____] (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] [provide all goods], in strict and entire conformity with the Attachment A entitled, ["Services to be Performed"] ["Goods To Be Provided"], [and] any [Services Agreement, Commodities Agreement, or Purchase Order] subsequently issued and the [Invitation for Bid/Request for Proposal] No. _____ TITLE OF IFB/RFP and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

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][goods provided] in accordance with this Agreement, the other attachments hereto [and if applicable, the Bid] 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 workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services][provide the goods] for the _____ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation.

2.1 In consideration of the [services][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 Agreement; they are just starting points for sample Agreement language.)

- in accordance with the unit prices set forth in the [Bid] [Proposal].
- in accordance with the [fee schedule] [unit prices] attached hereto as Attachment A. *(or some other attachment – B, C, D, etc.)*
- the sum of _____ Dollars (\$) *(This one is usually used for firm fixed price Agreements 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 Attachment A.
- 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 for retainage.)*

2.2 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 two digits are 2XXXXXXXXX
- 2.2.6 Contract line number
- 2.2.7 Unit price and extended (the unit price must match a line on the Contract)
- 2.2.8 Description of goods provided and/or services performed.

2.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoice must contain the prescribed information.

2.4 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the Company within 30 days of receipt thereof.

2.5 Invoices failing to contain the information enumerated above 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]
- as of the date above written
- when it has been properly signed by all parties hereto
- when executed by Howard County

and shall continue through [Insert Date – spelled out] [, 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 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 to renew this Agreement for [insert renewal period] 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 [, reimbursement] 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] 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 response] remain true and correct in all respects.

5. Termination:

5.1 Termination for Convenience: The County may terminate this Agreement, 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, 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 of this Agreement 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:

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

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

c. 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] [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.

11.9 The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in the Invitation for Bid 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 corporation who is executing this Agreement has read and understands Attachment B, 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 he/she 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 Attachment B.

11. Assignment.

Neither the County nor the Contractor shall assign, sublet 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 and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or property, 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.

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 the party sought to be bound thereby.

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 and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) 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.

[DELETE IF NOT APPLICABLE:] 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 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:

[Make it a sentence or column, depending on space available]

FOR THE COUNTY:

_____, Buyer
Howard County, Maryland
Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
Telephone: (410) 313-_____
Fax: (410) 313-6388
Email: _____@howardcountymd.gov

FOR THE CONTRACTOR:
[Contact Name, Company,
Address, Telephone, Fax, E-mail]

[DELETE IF NOT APPLICABLE]: 22.

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. The County has determined that functions to be performed constitute business associate functions as defined in HIPAA, therefore, contractor must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 included as Attachment C. 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 offeror.

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.

23. 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.

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

sample

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature _____

By:

[Insert Name]

Print Name : _____

[Insert Title]

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Allan H Kittleman
County Executive
Purchasing Agent For Howard County Health Department, (remove if not

applicable)

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2015:

INFORMATION TECHNOLOGY APPROVED:

Margaret Ann Nolan
County Solicitor

Christopher Mcrdon (IF APPLICABLE)
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____

Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

ATTACHMENT A
SERVICES TO BE PERFORMED

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

sample

ATTACHMENT B

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 Section 14 of Article 49B of the 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.

Code 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.

**EXHIBIT II
SAMPLE INVOICE**

Your Company's Name

Address

Email address

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:

Date:

FEIN:

Contract #: 44XXXXXXXXXX

Purchase Order #: 2XXXXXXXXXXX

Performance Period: __/__/13-__/__/14
(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
Total							

Payment Terms:

Please make check payable to *Your Company's Name* and remit payment to:

Your Company's Name

Address

Address

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at Telephone No. and Email Address.

**REVISED - EXHIBIT III
SAMPLE CONTRACTOR JOB BID ILLUSTRATION**

Prime Contractor Labor	Labor Rate	# of Hours		Subtotal Labor
Project Manager	\$ 35.00	20		\$ 700.00
Superintendent	\$ 33.00	80		\$ 2,640.00
Administrative Support	\$ 12.00	16		\$ 192.00
Carpenter	\$ 22.00	48		\$ 1,056.00
Laborer	\$ 19.00	120		\$ 2,280.00
Labor Total				\$ 6,868.00
Overhead		Overhead %	0.06	\$ 412.08
Labor + Overhead				\$ 7,280.08

Prime Contractor Materials	Units	\$/Unit	Quantity	Item Totals
Siding	SF	\$ 3.00	1000	\$ 3,000.00
Trim	LF	\$ 1.20	400	\$ 480.00
Painting	SF	\$ 2.00	1000	\$ 2,000.00
Doors	Ea	\$ 500.00	1	\$ 500.00
Windows	Ea	\$ 450.00	2	\$ 900.00
Materials Total				\$ 6,880.00
Overhead		Overhead %	0.06	\$ 412.80
Materials + Overhead				\$ 7,292.80

Subcontractor Costs				
ABC Electrical Services				\$ 8,750.00
XYZ Plumbing Services				\$ 2,570.00
Combined Subcontract Costs				\$ 11,320.00
Prime Contractor Overhead on Subcontract Work		Overhead %	0.06	\$ 679.20
Total Costs				\$ 11,999.20

Prime Contractor Labor + Overhead				\$ 7,280.08
Prime Contractor Materials + Overhead				\$ 7,292.80
Subcontractor Costs + Overhead				\$ 11,999.20
Subtotal				\$ 26,572.08
Contractor Profit		Profit %	0.09	\$ 2,391.49
Performance and Payment Bond Cost				\$ xxxxx.00

Total Project Cost \$ _____

