INVITATION FOR BIDS

IFB NO. 2016-51

RECREATIONAL PROGRAM BUS SERVICES, MOTOR COACH

OPENING: MARCH 9, 2016 AT 11:00 A.M.

BUYER: Ina B. Caplan, C.P.M., Buyer
PHONE: 410-313-6381 ▪ EMAIL: icaplan@howardcountymd.gov

HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046
www.howardcountymd.gov/departments/county-administration/purchasing

Formal IFBs and IFB Results are available on our website

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

SECTION A

KEY INFORMATION SUMMARY

IFB Number:	IFB-2016-51
IFB Name:	Recreational Program Bus Services, Motor Coach
Issue Date:	February 25, 2016
Buyer:	Ina Caplan, C.P.M. icaplan@howardcountymd.gov 410-313-6381
Pre-Bid Date:	N/A
Pre-Bid Location and Registration:	N/A
Questions Due and to Whom:	Questions due no later than 12:00 p.m., March 2, 2016 Submit questions to: Ina Caplan at icaplan@howardcountymd.gov
Bid Due:	March 9, 2016 Prior to 11:00 A.M.
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 five one-year renewals.
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	10%

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

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 website for updates to solicitations.
www.howardcountymd.gov/Departments/County-Administration/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 44XXXXXXXX);
6.5 Purchase Order number (the first digit is 2XXXXXXXXX);
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 reprocuring 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 Purchasing Agent – The Chief Administrative Officer for the County
1.9 Contractor – Any bidder; most often the successful bidder
1.10 Designee – Specifically appointed alternate signatory or decision maker
1.11 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
1.12 Equal Business Opportunity (EBO) – The County's minority business enterprise program
1.13 Issuing Office –The Howard County Office of Purchasing
1.14 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
1.15 Solicitation – The Invitation For Bid
1.16 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

2.1 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.

2.2 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.

2.3 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.

2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.

2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

2.6 The County Purchasing Agent or Designee may reject any bid which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or bids obviously unbalanced.

3 COMPETITION:

3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.

3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

4 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 overhead 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.)

5 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.

6 DELIVERY:

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

6.2 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.

6.3 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.

6.4 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.

7 GOVERNING LAW:

7.1 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.

7.2 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.

8 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.

9 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.

10 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.

11 CASH DISCOUNTS: If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of bid pricing. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.

12 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.

13 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.

14 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.

15 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.

16 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.

17 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.

18 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.

19 AGREEMENT:

19.1 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.

19.2 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.

20 COOPERATIVE PURCHASE:

20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, 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.

20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

21 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage 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.

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 TERMINATION:

23.1 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.

23.2 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 reprocuring and completing the work.

SECTION D

SPECIFICATIONS

1 BACKGROUND: Howard County through its Department of Recreation and Parks provides a variety of recreational opportunities during the year. Transportation services are needed for programs for adults, adults age 55 and over and families. The trips are scheduled during weekdays, weekday evenings and on weekends. Approximately two to three trips per year are overnight and approximately 55% of all trips are outside of the state of Maryland. Transportation services are provided to participants with mobility concerns so buses used for service require functional wheelchair lifts and group sizes vary from trip to trip so availability of different size buses and motor coaches are required as specified in this Invitation for Bids.

2 SCOPE: Howard County, Maryland, (the "County"), seeks a Contractor (the "Contractor"), to furnish transportation services using motor coaches and small buses for Department of Recreation and Parks' programs.

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 Wednesday, March 2, 2016 at 12:00 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/Departments/County-Administration/Purchasing* to obtain Addenda. Addenda, when issued, must be acknowledged in the bid by signing and returning all addenda with the bid. Addenda must also be acknowledged in the space provided in Section F, Price Page No. 2.

4 CONTRACTOR'S QUALIFICATIONS:

4.1 Contractors must be engaged in providing charter transportation services and must have been actively engaged in performing this type of work for a period of no less than three years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least three years of demonstrated experience of reliability and meets the criteria set forth herein.

4.2 The Contractor must include the Contractor Qualification Form with the bid. Incomplete or unclear information may be cause for rejection of the bid.

4.3 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.

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

5 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about April 1, 2016 after approval and proper execution of the Agreement documents, with a renewal option for five additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.

6 PRICE ADJUSTMENT:

6.1 Prices offered shall be firm against any increase for one 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.

6.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.

6.3 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.

6.4 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.

7 EXCLUSIVITY:

7.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.

7.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

8 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add/delete services on an "as needed" basis.

9 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:

9.1 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.

9.2 Automobile Liability Insurance: Combined Single Liability limit of $1,000,000 any one accident.

9.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least $100,000.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

10 METHOD OF ORDERING:

10.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.

10.2 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.

11 METHOD OF AWARD: The County intends to make a single award to the lowest responsive and responsible Contractor meeting the specifications for the Total Bid Price, Price Page, Bid Section "F".

12 BILLING AND PAYMENT:

12.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Recreation and Parks, 7120 Oakland Mills Road, Columbia, Maryland 21046. 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.

12.2 Each invoice shall include the following information:

12.2.1 Contractor's name;
12.2.2 Address;
12.2.3 Federal tax identification number;
12.2.4 Contract number, if applicable (i.e., 44XXXXXXXX);
12.2.5 Purchase Order number (i.e., 2XXXXXXXXX);
12.2.6 Contract line number;
12.2.7 Unit price and extended price (unit price must match a contract line); and
12.2.8 Description of services performed.

12.3 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.

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

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

12.6 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.

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

12.8 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.

12.9 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.

13 WARRANTY: The Contractor warrants the transportation services furnished to be of the highest quality, complying with the specifications. Equipment used for transportation services shall be properly inspected prior to each trip and each vehicle shall have proper maintenance performed prior to being used in service.

14 REQUESTS FOR SERVICE, CANCELLATIONS AND CHANGES:

14.1 The County will provide as much advance notice for trips as possible. The County will provide a minimum of 48 hour advance notice for all trips.

14.2 The County reserves the right to request departure points anywhere within County boundaries and to request weekend trips at no additional charge.

14.3 The County may cancel trips 24 hours' or greater in advance and a cancellation fee shall not be charged.

14.4 Except for cancellations due the inclement weather, the County will pay the Contractor a cancellation fee if the Contractor is notified within less than 24 hours' notice. The cancellation fee may be charged, if canceled before leaving the terminal or canceled on the job, as a flat fee.

14.5 The County has the right to revise or cancel trips due to inclement weather, with two hours' notice prior to the first pick-up without a cancellation fee being charged.

14.6 The County reserves the right to revise trip departure and return times, trip intervals and the number of trips as necessary.

15 TECHNICAL SPECIFICATIONS: The Contractor shall have a motor coach fleet that includes buses in the category/sizes as specified and meet the following standards:

15.1 Coach with 56 Passenger Seating Capacity (minimum):

15.1.1 Meets the appropriate Maryland Motor Vehicle Administration, Maryland Public Service Commission and Federal Highway Administration specifications for interstate and intrastate motor coach services and be properly titled to provide these services.

15.1.2 Be model year 2005 or newer.

15.1.3 Include an on-board entertainment system including video and equipment.

15.1.4 Contain adequate climate control systems throughout the passenger compartment.

15.1.5 Include a properly maintained lavatory.

15.1.6 Be wheelchair accessible/lift equipped.

15.2 Coach with 46 Passenger Seating Capacity (minimum):

15.2.1 Meets the appropriate Maryland Motor Vehicle Administration, Maryland Public Service Commission and Federal Highway Administration specifications for interstate and intrastate motor coach services and be properly titled to provide these services.

15.2.2 Be model year 2005 or newer.

15.2.3 Include an on-board entertainment system including video and equipment.

15.2.4 Contain adequate climate control systems throughout the passenger compartment.

15.2.5 Include a properly maintained lavatory.

15.2.6 Be wheelchair accessible/lift equipped.

15.3 Bus with 28 Passenger Seating Capacity (minimum):

15.3.1 Meets the appropriate Maryland Motor Vehicle Administration, Maryland Public Service Commission and Federal Highway Administration specifications for interstate and intrastate motor coach services and be properly titled to provide these services.

15.3.2 Model year 2005 or newer.

15.3.3 Contain adequate climate control systems throughout the passenger compartment.

15.3.4 Include overhead luggage racks.

15.3.5 Be wheelchair accessible/lift equipped.

15.4 The Contractor shall provide the appropriate bus with adequate seating capacity for the size of the group. The County will provide the number of anticipated passengers when scheduling the trip with the Contractor. Should the Contractor provide a bus larger than what is required for a specific trip, the Contractor shall invoice the County at the rate for the bus with the required seating capacity.

15.5 Required Services:

15.5.1 The Contractor shall provide intrastate and interstate service as required by the County.

15.5.2 The Contractor shall provide trips that shall encompass weekdays, weekends, day, and evening hours.

15.5.3 All buses shall be clean and all facilities serviced prior to departure.

15.5.4 Motor Coach bus restrooms are to be cleaned, sanitized, and equipped with toilet tissue, hand towels working lights, and emptied waste tanks.

15.6 Emergency Response:

15.6.1 The Contractor shall have service agreements with other carriers and garages within the service area covered by the contract.

15.6.2 The Contractor shall have an on-call mechanic available for bus breakdowns.

15.6.3 The Contractor shall provide a comparable replacement bus within three hours of the breakdown of an in service bus.

15.7 Driver Training:

15.7.1 All drivers must have the proper license and endorsement for the type of service provided.

15.7.2 The Contractor must have a driver training program in place for all drivers.

15.8 Other Service Information:

15.8.1 The County requires the Contractor to provide trips to and from various locations to program needs. The following sample trips are offered for informational purposes and do not include all trips, departure points and destinations:

15.8.2 Sample trips: New York City, Washington, DC, Baltimore, Delaware, various sites within the state of Maryland.

15.8.3 Sample Departure Points: Normandy Shopping Center in Ellicott City, Bain Center in Columbia, George Howard Building in Ellicott City and the Gary J Arthur Community Center in Glenwood.

15.8.4 Seasonal demands: Services are required throughout the year, however, winter trips are less frequent. Typical winter trips include New York City and Washington DC and other similar areas during the holiday season. Fall, Spring and Summer are our busiest seasons.

15.8.5 Overnight trips may be scheduled from time to time requiring drivers to stay overnight, the fixed price for driver expense for overnight stays shall be provided on the Price Page.

15.8.6 Most trips are typically less than six hours in duration. When trip duration exceeds six hours, the Contractor may charge a fixed fee for additional expenses which shall be provided on the Price Page.

15.8.7 The Contractor shall pay all parking fees, tolls or other related or similar fees. The fees shall not be passed on to the County.

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 Bids 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 prior to 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/Departments/County-Administration/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 prior to 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” (Affidavit)

2.3 Section “H” (Equal Business Opportunity Participation)

2.4 Section “I” (Wage Requirement)

3 ELECTRONIC AND HARD COPIES: Contractors should submit a CD or Flash Drive containing the entire, identical hard copy of the proposal along with the hard copies required above.

4 SAMPLE INVOICE: Contractors are required to provide a sample invoice with the bid response. The sample invoice shall contain the details enumerated in Section D, Paragraph 12.2.

5 LITERATURE: Two sets of complete descriptive literature must be furnished with bid. Failure to do so shall be sufficient cause for rejection of the bid. Use of recycled paper is encouraged.

6 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

RECREATIONAL PROGRAM BUS SERVICES, MOTOR COACH

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): _____

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/Departments/County-Administration/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: Recreational Program Bus Services, Motor Coach

NIGP CODE/PRODUCT CODE: 96217 Miscellaneous Services – Bus, Taxi, Van (Transportation Services)

I. Group A: Motor Coach – 56 Passenger (minimum seating capacity):

Item Number	Description	Estimated Annual Quantities	Unit Price**	Extended Price
1	Bus Services, Motor Coach, 56 Passenger Seating Capacity (minimum), Hourly Rate.	600 Hours		
2	Bus Services, Motor Coach, 56 Passenger Seating Capacity (minimum), Mileage Rate.	10,000 Miles		
3	Bus Services, Motor Coach, 56 Passenger Seating Capacity (minimum), Driver Expense, Fixed Fee, For Trips Greater Than Six Hours.	20 Each		
4	Bus Services, Motor Coach, 56 Passenger Seating Capacity (minimum), Overnight Expense, Fixed Fee.	5 Each		
5	Bus Services, Motor Coach, 56 Passenger Seating Capacity (minimum), Minimum Charge for Trips Less Than Six Hours.	15 Each		
Total Extended Price for Group A (Item 1 + Item 2 + Item 3 + Item 4+ Item 5)				$

II. Group B: Motor Coach – 46 Passenger (minimum seating capacity):

Item Number	Description	Estimated Annual Quantities	Unit Price**	Extended Price
6	Bus Services, Motor Coach, 46 Passenger Seating Capacity (minimum), Hourly Rate.	300 Hours		
7	Bus Services, Motor Coach, 46 Passenger Seating Capacity (minimum), Mileage Rate.	2,000 Miles		
8	Bus Services, Motor Coach, 46 Passenger Seating Capacity (minimum), Driver Expense, Fixed Fee, For Trips Greater Than Six Hours.	20 Each		
9	Bus Services, Motor Coach, 46 Passenger Seating Capacity (minimum), Overnight Expense, Fixed Fee.	6 Each		
10	Bus Services, Motor Coach, 46 Passenger Seating Capacity (minimum), Minimum Charge for Trips Less Than Six Hours.	15 Each		
Total Extended Price for Group B (Item 6 + Item 7 + Item 8 + Item 9+ Item 10)				$

SECTION F

PRICE PAGE NO. 4

III. Group C: Bus – 28 Passenger (minimum seating capacity):

Item Number	Description	Estimated Annual Quantities	Unit Price**	Extended Price
11	Bus Services, Bus, 28 Passenger Seating Capacity (minimum), Hourly Rate.	60 Hours		
12	Bus Services, 28 Passenger Seating Capacity (minimum), Mileage Rate.	1,500 Miles		
13	Bus Services, 46 Passenger Seating Capacity (minimum), Minimum Charge for Trips Less Than Six Hours	15 Each		
Total Extended Price for Group C (Item 11 + Item 12 + Item 13)				$

Total Extended Price Group **A** $_____ +

Total Extended Price Group **B** $_____ +

Total Extended Price Group **C** $_____ =

***TOTAL BID PRICE $_____**

Cancellation Fee For Less Than 24 Hours' Notice (Shall **Not** Be Included In Total Bid Price):

1. Canceled before leaving Terminal $_____ Flat Fee
2. Canceled on the Job $_____ Flat Fee

* This figure should appear as Total Bid Price, Price Page No. 2
** 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.

<u>INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:</u>

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and 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.

SECTION F

CONTRACTOR'S QUALIFICATION INFORMATION

COMPANY NAME:_____

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided charter bus/motor coach transportation service during the past three years. (Attach additional pages, if necessary.)

1.1. Account Name _____ Contract Completion Date _____

Owner/Manager _____ Telephone _____

Address _____ Email _____

1.2. Account Name _____ Contract Completion Date _____

Owner/Manager _____ Telephone _____

Address _____ Email _____

1.3. Account Name _____ Contract Completion Date _____

Owner/Manager _____ Telephone _____

Address _____ Email _____

2. The Contractor has provided the above services for ____ years. (Note: 3 year minimum)

3. Provide a summary description of your organization, including history, structure, personnel, etc.

_____

4. Provide of list of vehicles to be used in service for this contract.

Year	Make	Model	Miles	Seating Capacity

5. Provide a list of drivers and years of experience of drivers who will perform work for this contract.

Driver Name	Years of Experience

6. Describe your driver training program and quality assurance program.

7. Describe your emergency response plan in response to bus breakdowns.

SECTION G

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 H

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: RECREATIONAL PROGRAM BUS SERVICES, MOTOR COACH		
SOLICITATION #	**CAPITAL PROJECT #**	**CONTRACT / PO #**
TERM:	**RENEWAL #**	**AMOUNT $**

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

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

PRINTED NAME _____ EMAIL _____

SIGNATURE (VENDOR OFFICIAL) _____ TITLE _____ DATE _____

Revised 12/20/2013 *Buyer Initial: IBC*

SECTION I

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 1on the front of this form.

The living wage requirements do not apply to an employee:

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

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

Current Living Wage Rate in Howard County
As of January 28, 2016, the Living Wage Rate is **$14.60 per hour**.

How the Living Wage Rate is Calculated
The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 25, 2016, the Federal HHS Poverty Guideline was published as $24,300 for a family of 4 (see www.aspe.hhs.gov/poverty).

125% of $24,300 = $30,375.00 $30,375.00 ÷ 52 weeks ÷ 40 hrs/week = **$14.60 per hour**

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. 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.
☐	☐	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.
☐	☐	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.
☐	☐	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.
☐	☐	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.
☐	☐	Contractor or Subcontractor is a public entity.
☐	☐	Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
☐	☐	Contractor or Subcontractor is a regulated public utility.
☐	☐	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 _____ Vendor Federal ID Number _____

Address _____ Phone Number _____

_____ Email Address _____

Authorized Signature _____ Date _____

Print Name of Signatory _____ Title of Signatory _____

Office of Purchasing Use Only	Contract Title: Contract Title: Recreational Program Bus Services, Motor Coach		**Buyer's Initials:**
	Contract No:	Renewal No.	
	Capital Project No:	Contract Term:	

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 Contactor'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 outlined in Attachment A hereto. The Contractor's services will be provided with due care and in accordance with all applicable standards. The Contractor shall perform the services 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)

Sample

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:

sample

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 reprocuring 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.

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.

sample

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.

All finished or unfinished work, reports, or goods that are the subject of this Agreement 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:

Sample

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]

sample

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.]

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

WITNESS:

_____
Signature

Print Name :_____

[INSERT LEGAL NAME OF CONTRACTOR]

By: _____
[Insert Name]
[Insert Title]

WITNESS:

_____
Lonnie R. Robbins
Chief Administrative Officer

HOWARD COUNTY, MARYLAND, a body corporate and politic

By: _____
Allan H. Kittleman
County Executive

APPROVED FOR LEGAL SUFFICIENCY
this_____day of_____, 2015:

_____
Gary Kuc
County Solicitor

INFORMATION TECHNOLOGY APPROVED:

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

REVIEWING ATTORNEY:

_____
Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

_____
Stanley J. Milesky
Director of Finance

DEPARTMENT APPROVED:

_____
[Insert Dept. Head Name]
[Insert Title]

sample

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.

Invoice No.:
Date:

FEIN:

Mail Invoice To:
Howard County Government
Department/Office Name
Address (From the Purchase Order)
Address

Contract #: 44XXXXXXXX
Purchase Order #: 2XXXXXXXXX

Performance Period: __/__13-__/__/14
(For Services)

sample

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***.