
REQUEST FOR QUOTATIONS

Revised 09/09/2022

COUNCIL RFQ NO. 001-2022 RULES OF PROCEDURE

**OPENING: DATE AUGUST 17, 2022 AT 5:00 P.M.
PRE-BID CONFERENCE: SEPTEMBER 7, 2022 AT 2:00 P.M.
QUOTATIONS DUE: SEPTEMBER 14, 2022 BY 5:00 P.M.**

**Contact: Ashley Aguilar, Board Administrator
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HOWARD COUNTY COUNCIL, MARYLAND

COUNCIL BOARD OFFICE

3430 Court House Drive, Ellicott City, Maryland 21043
<https://cc.howardcountymd.gov/Zoning-Land-Use/Zoning-Board>

SPECIFICATIONS

- 1 SCOPE: Howard County Council, Maryland, acting as the Zoning Board, (the “Council”), seeks a qualified firm (the “Contractor”), to furnish services including review of the Zoning Board Rules of Procedures and propose revisions. Overall the objectives are:
 - 1.1 Update and revise the Zoning Board Rules of Procedure; and
 - 1.2 Create Rules of Procedure for the Hearing Examiner within the Zoning Board Rules of Procedure to reflect the recent legislation (CB77-2021) that provides for a Hearing Examiner to assist the Zoning Board in performance of its duties.
- 2 PRE-BID CONFERENCE/SITE VISIT:
 - 2.1 Each Contractor bidding must completely satisfy themselves as to the exact nature and existing conditions of potential conflict of interest with Howard County Zoning Board, Hearing Examiner, Board of Appeals or Howard County Planning and Zoning matters, and requirements of the specifications for extent and quality of work to be performed. Failure to do so will not relieve the Contractor of their obligation to carry out the provisions of the contract.

A pre-bid conference will be held virtually via WebEx on the date and time specified to discuss objectives and answer questions relating to this solicitation. Contractor’s attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor’s understanding and ability to meet the Council’s Equal Business Opportunity goals. Please see PlanetBids for the WebEx meeting link.
 - 2.3 It is recommended that attendees read the solicitation prior to attending the conference and bring a copy of the RFQ to the conference. Please confirm attendance through the Howard County Zoning Board website, <https://cc.howardcountymd.gov/Zoning-Land-Use/Zoning-Board>, select the link for Vendor Participation. If there is a need for language interpretation and/or other special accommodations due to disability, please advise Ashley Aguilar at aaguilar@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.
 - 2.4 A tour of specific description of items/services with the agency contact or designee will be on September 7, 2022 at 2:00 pm, at Howard County Council, George Howard Building, Banneker Room, 3430 Court House Drive, Ellicott City, MD 21043. Attendance is not required but is strongly encouraged. Coordination will be with the agency contact, title, agency.
- 3 CONTRACTOR’S QUALIFICATIONS:
 - 3.1 Contractors must be primarily engaged in legal work related to zoning and land use and contested cases and related to drafting statutes, rules, or regulations and must have been actively engaged in this kind of work for long enough to show multiple examples of related work products. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least sufficient demonstrated experience of reliability that meets the criteria set forth herein.
 - 3.2 No contract will be awarded except to responsible Contractors capable of performing the service specified.
 - 3.3 The Council reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.
- 4 BACKGROUND CHECKS AND INVESTIGATIONS:
 - 4.1 If a Contractor’s employees are on-site in Council buildings working without a Council escort, each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the Council in the event that it is required.

- 4.2 The Contractor shall assume the cost to have background checks completed for each employee assigned to each facility. The Council may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and in-depth background checks referred to as “investigations”. The Council may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the Council prior to the check or investigation being conducted.
- 4.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be completed prior to assignment of a building.
- 4.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 4.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 4.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The Council will, at its sole discretion, accept or reject the requested exception.
- 5 CONTRACT PERIOD: The contract period shall be for one year commencing on or about September 30, 2022,
- 6 COMMODITIES PRICING:
 - 6.1 Not applicable.
- 7 ESTIMATED QUANTITIES:
 - 7.1 The Council is obligated during the period stipulated to purchase all of its normal requirements as specified from the Contractor and the Contractor is obligated to furnish the services which the Council requires for its operation. The dollar values and/or quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. Actual requirements may be more or less than those estimated herein. The Council reserves the right to add, change or delete items as deemed necessary.
 - 7.2 Should a need arise for supplies or services which are not available, the Council reserves the right to secure services from other sources to meet its immediate needs without prejudice of the contract.
- 8 INSURANCE:
 - 10.1 Unless otherwise required by Special Conditions of this RFQ, if a contract is awarded, the Contractor will be required to purchase and maintain during the life of the contract, 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:
 - 10.1.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming “Howard County Council, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured, or other similar coverage sufficient to the Council. Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
 - 10.1.2 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.

- 10.2 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 Council. The Contractor shall indemnify the Council for any uninsured losses relating to contractual services involving subcontractors, including worker's compensation claims.
- 10.3 The Contractor shall provide the Council with Certificates of Insurance within ten days of award notification, naming "Howard County Council, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the Council. Such certificates shall provide that the Council be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
- 10.4 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 contract awarded or for which the Contractor may be liable by law or otherwise.
- 10.5 Failure to provide and continue to enforce such Insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- 11 **METHOD OF AWARD: [Single Award, Lump Sum]** The Council intends to award to the lowest responsive and responsible Contractor meeting the specifications.
- 12 **METHOD OF ORDERING:**
- 12.1 Purchase Orders will be issued from time to time for such quantities as may be required by the Council.
- 12.2 Small purchases may also be made by the County Procurement Card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the Council.
- 13 **WORK SCHEDULE:** The Contractor shall state as part of their bid, a work start schedule and a work completion schedule from date of contract award notification.
- 14 **BILLING AND PAYMENT:**
- 14.1 The Contractor shall submit an invoice to Howard County Council, George Howard Building, 3430 Court House Drive, Ellicott City, MD 21043, ATTN: Margery Sayers. Invoices in the proper form and approved by the Council shall be paid by the Council within 30 days of receipt thereof. Invoices without the necessary information may be returned for correction prior to payment.
- 14.1.1 Each invoice shall include the following information:
- 14.1.1.1 Contractor's name;
- 14.1.1.2 Address;
- 14.1.1.3 Federal tax identification number;
- 14.1.1.4 Purchase Order number (i.e., 2XXXXXXXXXX);
- 14.1.1.5 Contract line number;
- 14.1.1.6 Unit price and extended price (the unit price must match a line on the contract); and
- 14.1.1.7 Description of goods provided and/or services performed.
- 14.2 The Council 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 Council additional fees over and above their bid prices to process payments on procurement cards.

- 14.3 The Council reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate.
- 14.4 Delivery tickets signed by authorized Council personnel shall accompany invoice, if applicable.
- 14.5 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 14.6 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.
- 14.7 The proper form of Council 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 Council reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the Council, in its discretion deems appropriate.
- 14.8 All pricing shall be quoted as FOB Destination, Inside Delivery.
- 15 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the RFQ, 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 shall mean that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the Council to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the Contractor's response.
- 16 TERMINATION:
 - 16.1 Termination for Convenience: Howard County Council may terminate a contract, in whole or in part, whenever the Council determines that such termination is in the best interest of the Council, without showing cause, upon giving at least 30 days written notice to the Contractor. Howard County Council 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.
 - 16.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the Council may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Howard County Council. Failure on the part of a 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 Council 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 Council in re-procuring and completing the work.
- 17 SPECIFICATIONS:
 - 17.1 SCOPE OF WORK :
 - 17.1.1 The Contractor shall review the existing Zoning Board Rules of Procedure and the current revised draft Rules of Procedure that govern the Howard County Zoning Board and its Hearing Examiner. The Contractor shall propose necessary and recommended revisions to the Zoning Board Rules of Procedure, as well as identify any amendments to the Howard County Code and Howard County Zoning Regulations that are necessary to accommodate the proposed revisions to the Zoning Board Rules of Procedure.

- 17.1.2 The Contractor shall submit a draft version of the Zoning Board Rules of Procedure incorporating proposed revisions, supported by a Memorandum of Law that explains the need for the modifications and identifying revisions that are necessary (as required by CB77-2021) or recommended, differentiating necessary from recommended.
- 17.1.3 The new Zoning Board Rules of Procedure must conform to the recent legislation (CB77-2021) that transferred certain responsibilities from the Zoning Board to the Hearing Examiner.
- 17.1.4 The Contractor's proposed Zoning Board Rules of Procedure shall clearly identify and distinguish between the powers and duties of the Hearing Examiner and the powers and duties of the Zoning Board.
- 17.1.5 The proposed Zoning Board Rules of Procedure shall clearly set out the different powers and duties of the Zoning Board and the Hearing Examiner.
- 17.1.6 The proposed Zoning Board Rules of Procedure shall provide for subpoenas.
- 17.1.7 The Contractor's proposal shall incorporate in the deliverables, a response to the recent public testimony on the proposed revisions to the Zoning Board Rules of Procedure.
- 17.1.8 The Contractor must review the "Change" and "Mistake" Rules to ensure that the proposed Zoning Board Rules of Procedure clearly define roles and responsibilities.
- 17.1.9 The proposed Zoning Board Rules of Procedure must conform to County Charter Section 202(g). During development of the proposed Zoning Board Rules of Procedure, the Contractor must meet with each Council Member and respond to the Member's suggestions and recommendations.
- 17.1.10 The Contractor shall hold public meetings to review proposals, to respond to inquiries, and to take and consider suggestions and recommendations; including a focus group with key constituents and developers.
- 17.1.11 The final work product may be iterative and require multiple revisions based on feedback from Council Members, County employees, and the Public.

17.2 REQUIRED DELIVERABLES:

- 17.2.1 The Contractor shall provide recommendations for Zoning Board and Hearing Examiner procedures to include a redline version of these procedures.
- 17.2.2 The Contractor shall provide recommendations for necessary changes to the Howard County Code in order to enact the recommended changes in procedures.
- 17.2.3 The Contractor shall provide a Memorandum of Law providing an opinion of when the Zoning Counsel should become engaged in Change and Mistake cases.
- 17.2.4 The Contractor must provide monthly invoice for services which include hourly billing, staff performing activity, and activity performed.

17.3 SUBMISSION OF REQUEST FOR QUOTE

- 17.3.1 The submission of the Request for Quote shall, at a minimum, include:
 - 17.3.1.1 A proposed schedule for completing the work
 - 17.3.1.2 The qualifications of the Contractor
 - 17.3.1.3 Sample submissions of similar work that the Contractor has completed
 - 17.3.1.4 References from customers in which similar work was performed
 - 17.3.1.5 Projected cost (not to exceed \$30,000)