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## **REQUEST FOR QUOTATIONS**

### **COUNCIL RFQ NO.0001 -2025 ZONING COUNSEL CHANGE/MISTAKE**

**OPENING: DATE OCTOBER 22, 2025  
PRE-BID CONFERENCE: NOVEMBER 4, 2025, AT 2:00 P.M.  
QUATIONS DUE: NOVEMBER 17, 2025, AT 5:00P.M.**

*BUYER: Michelle Harrod, Council Administrator  
PHONE: 410-313-2001 ■ EMAIL: councilboard@howardcountymd.gov*

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**HOWARD COUNTY, MARYLAND**

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**SPECIFICATIONS**

1 SCOPE: The County Council of Howard County, Maryland (the “Council”) seeks a qualified firm (the “Contractor”) to serve as Zoning Counsel and advise the Howard County Zoning Board on a pending piecemeal zoning map amendment petition.

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 the Howard County Zoning Board 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.

2.2 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.

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 Kel Berg at [kberg@howardcountymd.gov](mailto:kberg@howardcountymd.gov) so that reasonable efforts may be made to provide special accommodations.

2.4 A meeting to discuss the specific description of services with the agency contact or designee will be on **November 4th, 2025, at 2:00 p.m.**, via WebEx. 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 contested cases and must have been actively engaged in such practice for a period of no less than five years.

3.2 No contract will be awarded except to responsible Contractors capable of performing the service specified herein.

4 BACKGROUND CHECKS AND INVESTIGATIONS:

4.1 The Contractor shall be a member in good standing of the Bar of the Maryland Supreme Court.

5 CONTRACT PERIOD: The contract period shall be for one year commencing on or about **Month, Day, Year**.

6 COOPERATIVE PURCHASE:

6.1 Not applicable.

7 ESTIMATED QUANTITIES:

7.1 The Council is obligated during the period stipulated to purchase all of its zoning legal services as specified by the Council herein, and the Contractor is obligated to furnish the services which the Council requires for its operation. Actual requirements may be more or less than those estimated herein.

7.2 Should a need arise for legal services which are not available, the Council reserves the right to secure such 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, Errors and Omissions/Professional liability insurance with limits of not less than those set below:
- 10.1.1 Errors and Omissions/Professional Liability-\$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
- 10.2 The Contractor shall provide the Council with Certificates of Insurance within ten days of award notification, naming “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in the rejection of the 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.
- 10.3 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.
- 10.4 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 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 services 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 be available upon request of the Howard County Zoning Board through the Howard County Council Administrator or Howard County Board Administrator per Section 17.1 of this Request for Quote.
- 14 BILLING AND PAYMENT:
- 14.1 The Contractor shall submit an invoice Howard County Council, George Howard Building, 3430 Court House Drive, Ellicott City, MD 21043, ATTN: Michelle Harrod. 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 Contract number (i.e., 44XXXXXXXXXX);
  - 14.1.1.5 Purchase Order number (i.e., 2XXXXXXXXXX);
  - 14.1.1.6 Contract line number;
  - 14.1.1.7 Unit price and extended price (the unit price must match a line on the contract); and
  - 14.1.1.8 Description of goods provided and/or services performed.
- 14.2 The Council reserves the right to make payments on Visa procurement cards when services are requested using procurement cards as indicated in the 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 the invoice, if applicable.
  - 14.5 Payment shall be made after delivery of services and upon receipt of proper invoice from Contractor and authorized by the Council Administrator 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.
- 15 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of this 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 made 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. The Council will not consider any exceptions to the terms, conditions and specifications after the solicitation closing date and time.
- 16 TERMINATION:
- 16.1 Termination for Convenience: The Howard County Council may terminate a contract, in whole or in part, whenever the Council determines by an affirmative vote of at least four members. The 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 the 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 reprocurring and completing the work.
- 17 SPECIFICATIONS:
- 17.1 SCOPE OF WORK:
- 17.1.1 The Contractor shall appear at all Zoning Board hearings to provide service as Zoning Counsel to the Howard County Zoning Board. The duties of this position shall include, but not be limited to the following:
  - 17.1.2 Counsel shall appear at all evidentiary hearings before the Zoning Board and the Hearing Examiner on requests for piecemeal zoning map amendments for the purposes of producing evidence and testimony supporting comprehensive rezoning and facilitating the compilation of a complete record.
  - 17.1.3 In performing these duties, Counsel may:
    - Present evidence and witnesses;

- Examine and cross-examine witnesses;
  - Retain expert witnesses and compensate them to the extent that the Council budget includes funds for such compensation.
  - Present arguments; and
  - Take other actions necessary to perform these duties.
- 17.1.4 Counsel shall be available, at the request of the County Council and within approved budgets and schedules, to:
- Advise any person interested in any zoning matter as to procedures before a county agency or board, provided that when doing so Counsel does not engage in the practice of law or render individual legal advice, and
  - Speak to any group about zoning procedures in the County, including pre-submission community meetings, provided that when doing so Counsel does not engage in the practice of law or render individual legal advice.
  - Pursuant to Section 16.1000(h), the Zoning Counsel shall attend certain presubmission community meetings, as necessary. The County Council shall determine whether or not the Zoning Counsel shall attend certain presubmission community meetings to advise any person or group of procedural matters.
- 17.1.5 Provide such other services to the Zoning Board as the County Council and Counsel may agree upon, consistent with the Howard County Code, Section 16.1000. All agreements for work not specifically covered above shall be in writing and signed by the Council Administrator.
- 17.1.6 Pursuant to Section 16.1000(i)(4)(i) of the Howard County Code, Counsel shall submit to the Council and the County Executive a report on the activities of the office in the past year. This report shall be submitted on or before July 1 of each year and is subject to Section 22.1000 of the Howard County Code.
- 17.1.7 The Zoning Counsel:
- Does not represent the County, any government agency or any private party;
  - Is not a party and does not have a right of appeal in connection with any case before the Board of Appeals
  - May not represent any client involving land use in Howard County; and
  - May not represent any client before the Zoning Board or Board of Appeals for one year after leaving the Office of Zoning Counsel.
- 17.2 SUBMISSION OF REQUEST FOR QUOTE
- 17.2.1 The submission of the Request for Quote shall, at a minimum include:
- 17.2.1.1 The qualifications of the Contractor
  - 17.2.1.2 Examples of similar work or cases that the Contractor has completed
  - 17.2.1.3 References from clients in which similar work was performed