



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

## REQUEST FOR PROPOSAL

INTERACTIVE VOICE RESPONSE SYSTEM FOR  
PARATRANSIT OPERATIONS

**RFP NUMBER: 17-2009**

**Opening: Wednesday, July 8, 2009 at 11:00 AM**

**PRE-PROPOSAL CONFERENCE: Thursday, June 4, 2009 at 10:00 AM**

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**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION**

### IMPORTANT NOTICE

Addenda to solicitations often occur prior to proposal opening (sometimes within as little as 48 hours). It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)) to obtain Addenda.

Available Formal RFPs and RFP Results, 7 Days A Week, 24 Hours A Day, On The Website at  
[www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

**TABLE OF CONTENTS**

**DOCUMENT A – TERMS AND CONDITIONS APPLYING TO PURCHASE ORDERS**

**DOCUMENT B – GENERAL CONDITIONS**

- 1 Instructions, Forms, and Specifications
- 2 Reservations
- 3 Delivery
- 4 Competition
- 5 Protest
- 6 Disputes
- 7 Authority
- 8 Exceptions
- 9 Cash Discounts
- 10 Unit Prices
- 11 Non-Waiver
- 12 Patents
- 13 Governing Law
- 14 Compliance with Laws
- 15 Hold Harmless/Indemnification
- 16 Termination
- 17 Availability of Funds
- 18 Integration
- 19 Non-Assignment of Contract
- 20 Agreement
- 21 Affidavit
- 22 Equal Business Opportunity Participation
- 23 Public Information/Proprietary/Confidential Information
- 24 Cooperative Purchase

**DOCUMENT C – SPECIFICATIONS**

- 1 Scope
- 2 Background
- 3 Pre-Proposal Conference
- 4 Questions and Inquiries
- 5 Contract Period
- 6 Estimated Contract Value
- 7 Price Adjustment
- 8 Contractor’s Qualifications
- 9 Contractor’s Requirements
- 10 Submission of Proposal Documents
- 11 Evaluation Offers
- 12 Method of Ordering
- 13 Billing and Payment
- 14 Insurance Requirements

Exhibit I - Howard County, Maryland Sample Agreement

DOCUMENT D – TECHNICAL PROPOSAL SIGNATURE COVER PAGE  
PRICE PROPOSAL COVER PAGE  
CONTRACTOR’S QUALIFICATION INFORMATION

DOCUMENT E – AFFIDAVIT

DOCUMENT F – EQUAL BUSINESS OPPORTUNITY CERTIFICATE

DOCUMENT G- TELEPHONE SYSTEM TECHNICAL SPECIFICATIONS

DOCUMENT H - FEDERAL REQUIREMENTS, CLAUSES AND CERTIFICATIONS

IMPORTANT: ADVISE THE OFFICE OF PURCHASING IMMEDIATELY IF  
ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.

**DOCUMENT A**

**TERMS AND CONDITIONS APPLYING TO PURCHASE ORDERS**

- 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 order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement, unless accepted in writing by the County.
- 4 If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without the County's written consent.
- 5 When requested, seller will acknowledge order promptly and state when delivery will be made.
- 6 Invoices must show point of delivery and purchase order number, and indicate if partial or complete billing. Separate invoices must be rendered for each purchase order.
- 7 The County has the right to refuse to make payment on any invoice unless and until presented by seller with the receipt, signed by the County, covering the invoiced material. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights hereunder.
- 8 No freight or delivery charges will be paid by the County unless specifically provided in the purchase order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly package material will be charged to the seller.
- 10 Time is of the essence on this order. The County reserves the right to cancel this order or, any part thereof, without obligation, if delivery is not made or services completed at time(s) specified.
- 11 This contract shall be governed and construed in accordance with the law of the State of Maryland.
- 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 seller. If the County does not desire replacement, seller is to issue a full credit.

- 13 Requirement as to Materials, Seller's Responsibilities and Warranties: Seller 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 Underwriters Laboratories Inc., all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this 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.
- 14 The quantity of materials, and/or services, must not be exceeded without the authority in writing being first obtained from the Office of Purchasing.
- 15 Substitutions are not allowed, unless specifically authorized by the County.
- 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 Seller warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and seller agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 18 All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
- 19 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller 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.
- 20 If Seller performs services or constructs, erects, inspects or delivers on the County's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury or damage to persons or property occurring in connection with the Purchase Order.
- 21 Liability for Damage: If this order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that: Mechanic's Liens: The Seller 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. Casualty Losses: The work will remain at the seller's risk prior to written acceptance by the County and the seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever. Injury to Employees: The seller will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this contract. Workmen's Compensation: The seller will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
- 22 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the seller including any proceedings under the Chandler Act, or in the event of the appointment, with or without seller'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.

23 Equal Employment Opportunity: The County requires that the seller 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, sexual orientation or personal appearance. The seller will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with regard to the above. The seller warrants that, within the previous 12 months, he 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.

24 Material Safety Data Sheet: If the work to be performed under this contract requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.

25 Terminations:

Termination for Convenience: The County may terminate a contract, 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 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 any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits which have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract 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 shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

**DOCUMENT B  
GENERAL CONDITIONS**

- 1 INSTRUCTIONS, FORMS, AND SPECIFICATIONS: Instructions, forms, and specifications may be obtained from the Office of Purchasing by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday from 8:00 A.M. to 5:00 P.M. and from the Internet at: [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing).
- 1.1 All proposals are to be submitted on and in accordance with forms for these purposes which are available at the Office of Purchasing. Additional supplementary documentation when requested shall be submitted on the Contractor's letterhead.
- 1.2 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.
- 1.3 All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes or cartons to the Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the time and date indicated. Proposals received after the time and date indicated will not be considered.
- 1.4 Each proposal shall be accompanied by an 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. Affidavit forms are provided in the solicitation package.
- 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of Purchasing.
- 1.6 Any Contractor who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the County Purchasing Agent in writing not later than five days prior to the scheduled opening of proposals. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)). Addenda to solicitations often occur prior to bid or proposal opening (sometimes within as little as 48 hours). **It is the potential Contractor's responsibility to frequently visit the Office of Purchasing's web site to obtain addenda.**
- 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 County Purchasing Agent. Proposals may not be withdrawn during this period.
- 1.8 Unless otherwise specified, all formal proposals submitted shall be irrevocable for four months following proposal opening date, unless the Contractor(s), upon request of the County Purchasing Agent, agree to an extension.

2 RESERVATIONS:

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

3 DELIVERY:

- 3.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 3.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 3.3 The County Purchasing Agent reserves the right to charge the Contractor or vendor 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 and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 3.4 The County Purchasing Agent 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 him.

4 COMPETITION:

- 4.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal pages is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.



- 4.2 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. 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.
- 4.3 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected.
- 4.4 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.
- 5 **PROTEST:** Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing, 6751 Columbia Gateway Drive, Columbia MD 21046. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within 7 days. The County Purchasing Agent's decision relative to the protest shall be final.
- 6 **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 authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.
- 7 **AUTHORITY:** Instructions, specifications, and proposals are issued, and all proposals, quotations, orders, and purchases are made 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 Purchasing Agent.
- 8 **EXCEPTIONS:** The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 9 **CASH DISCOUNTS:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. Should this Contractor obtain an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain the discount.
- 10 **UNIT PRICES:** Unless clearly shown on the proposal 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 proposal will be refigured accordingly.

- 11 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.
- 12 PATENTS: The Contractor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract 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 held to constitute infringement and the use of said equipment of 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 modify so that it becomes non-infringing.
- 13 GOVERNING LAW:
- 13.1 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.
- 13.2 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.
- 13.3 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 (DAT) website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling at (410) 767-1340 or Toll Free (888) 246-5941.
- 14 COMPLIANCE WITH LAWS: In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County. If awarded a contract, the Contractor hereby represents and warrants that:
- 14.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 14.2 It is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
- 14.3 It shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 14.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.

14.5 The facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

15 **HOLD HARMLESS/INDEMNIFICATION:**

15.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

15.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the bidder will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

16 **TERMINATION:**

16.1 Termination for Convenience: Howard County may terminate a contract, 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. Howard 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.

16.2 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 contract for default. Upon termination for default, payment may be withheld at the discretion of Howard County. 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 County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

17 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

18 **INTEGRATION:** These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

19 **NON-ASSIGNMENT OF CONTRACT:** The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Agent.

## 20 AGREEMENT:

20.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to keep the procurement moving forward, a sample standard Agreement is attached for review as part of this solicitation (Document D, Exhibit II). Exceptions, if any, to the County's Standard Agreement must be noted in the bid to be considered during evaluation. Exceptions to the County's Standard Agreement may result in rejection of your bid.

20.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

## 21 AFFIDAVIT: The attached affidavit is provided to facilitate your compliance with the applicable law.

## 22 EQUAL BUSINESS OPPORTUNITY PARTICIPATION: If the total contract award is \$50,000 or more, the Contractor shall comply with the County's Equal Business Opportunity (EBO) Program's 10% subcontracting goal. Contractors can use minority, women or disabled business enterprises certified by Howard County, the state of Maryland or other appropriate jurisdiction to satisfy the 10% subcontracting goal.

If the County exercises its option to renew the contract for another one-year term, the Contractor is expected to meet the EBO Program's 10% subcontracting goal for each subsequent contract year when the contract amount is \$50,000.00 or more.

## 22.1 Document F - Equal Business Opportunity Certificate:

22.1.1 Contractors shall submit a completed and executed Equal Business Opportunity Certificate with their proposals.

## 23 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

23.1 The County operates under a public information law, which permits access to most records and documents.

23.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

## 24 COOPERATIVE PURCHASE:

24.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Contractor agrees to

notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- 24.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. 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/proposal response.

**DOCUMENT C****INTERACTIVE VOICE RESPONSE SYSTEM FOR  
PARATRANSIT OPERATIONS****SPECIFICATIONS****1 SCOPE:**

- 1.1 It is the intent of Howard County, Maryland, hereinafter called the "County", to enter into a contract with a qualified Contractor, hereinafter the "Contractor", to furnish an Interactive Voice Response (IVR) System as described in this Request for Proposals. The system furnished shall be implemented to in two phases as detailed below.
- 1.2 The County is obligated during the period of the contract to purchase all of its normal requirements of the services specified from the Contractor and the Contractor is obligated to supply the services required for operation. The quantities stated herein are approximate and are for the purpose of proposal evaluation. Actual requirements may be more or less than the estimates herein.
- 1.3 The County reserves the right to add additional services and system enhancements beyond those specified in the Request for Proposals should the need arise. Additional services may be provided by an hourly rate as specified on the Price Page or by project specific pricing at the discretion of the County. The County reserves the right to negotiate prices for additional services.

**2 BACKGROUND:**

- 2.1 The County is seeking proposals for the design, build, installation and maintenance of a turnkey IVR for the County paratransit operations, known as HT Ride. The objective of the IVR System is to increase the efficiency of paratransit operations and enhance customer service by more effectively communicating with customers.
- 2.2 The County operates Howard Transit, a fixed route transit service and HT Ride, the related paratransit service which serves passengers throughout the County. HT Ride provides transportation services to eligible individuals with disabilities and individuals over the age of 60. Trips on HT Ride may be scheduled as late as the day before or as early as several weeks in advance. HT Ride provides both Americans with Disabilities Act service and limited service to medical appointments and senior centers for non ADA eligible individuals. The County contracts management of HT Ride to Corridor Transportation Corporation (CTC), who in turn subcontracts operations to a third party, First Transit, Inc.
- 2.3 CTC manages and operates a Customer Service Center from offices in Laurel, Maryland. The call center is staffed to answer questions about fixed route services and paratransit eligibility, however, paratransit reservations are not made out of this location. All calls are forwarded to another call center operated by First Transit, Inc. Information on the existing phone system design and call volumes is shown in Document G.
- 2.4 First Transit, Inc. manages its own call center and uses Route Match scheduling software to schedule all trips. First Transit's Route Match servers are located at their operations center in Laurel, Maryland. Information on Route Match is attached as Document G.

- 3 PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will be held in the Office of Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on Thursday, June 4, 2009 at 10:00 AM to discuss objectives and answer questions relating to this Request for Proposals. Contractor's attendance is not required but is strongly encouraged.
- 4 QUESTIONS AND INQUIRIES: The Office of Purchasing is the sole point of contact for this Request for Proposal. Questions concerning this Request for Proposal must be addressed in writing to, Gary Sightler, Senior Buyer, Office of Purchasing, 6751 Columbia Gateway Drive, Columbia MD 21046. Fax number (410) 313-6388 or E-mail [gsightler@howardcountymd.gov](mailto:gsightler@howardcountymd.gov). The deadline for written questions pertaining to this solicitation is ten working days prior to the due date of proposals. Questions and responses to questions will be posted as addenda on the Howard County Office of Purchasing Website. It will be the Contractor's responsibility to visit the Office of Purchasing website to obtain addenda.
- 5 CONTRACT PERIOD: The contract period shall be for one year commencing on or about August 15, 2009 after approval and proper execution of the contract documents, with a renewal option for three (3) additional years in one-year increments, exercisable at the sole discretion of the County. During renewal periods the County may implement Phase II of the proposed system in addition to the ongoing maintenance plan if desired by the County.
- 6 ESTIMATED CONTRACT VALUE: The estimated contract value group for this contract is: C
- A - \$30,000 and \$75,000
  - B - \$75,001 to \$100,000
  - C - \$100,001 to \$250,000**
  - D - 250,001 to \$500,000
  - E - \$500,001 to \$1,000,000
  - F - Over \$1,000,000
- 7 PRICE ADJUSTMENT:
- 7.1 Prices offered shall be firm against any increase for one year from the effective date of this contract. Prior to commencement of subsequent renewal periods, the County will entertain a request 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. The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period.
- 7.2 Requests for price adjustments must be submitted to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046.
- 7.3 For purposes of this section, "Consumer Price Index" shall mean 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.
- 7.4 If a price increase is requested following contract 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 approved, 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.

8 CONTRACTOR'S QUALIFICATIONS:

- 8.1 Contractors must be primarily engaged in the design and integration of IVR systems or similar systems and must have been actively engaged for a period of no less than five years.
- 8.2 Contractors shall have a proven record of having provided the services required. The County reserves the right to perform investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.

9 CONTRACTOR REQUIREMENTS:

- 9.1 The Contractor shall be responsible for integrating the IVR System with the existing Howard Transit paratransit scheduling system. Integration shall include supplying and installing all add-ons and updates that are required for integration and to meet other functional requirements of these specifications.
- 9.2 The IVR system proposed shall be interchangeable and function with most major phone systems.
- 9.3 The project shall be divided and implemented in two sequential phases.
  - 9.3.1 Phase I-Base System:
    - 9.3.1.1 The Contractor shall design, install, integrate and implement an IVR system to notify passengers of impending trips and allow passengers to cancel trips. The system shall be capable, as a stand alone system, of performing all reporting and management functions as detailed in the Phase I specifications.
    - 9.3.1.2 The Phase I system shall be scalable to perform all the functions outlined in the specifications. During Phase I, access to the First Transit, Inc. Route Match scheduling software shall be read only access or a data file.
    - 9.3.1.3 Phase I of the project shall be complete when the system performs all functions in the specifications herein, passes all testing and is fully operational service.
  - 9.3.2 Phase II-Fully Integrated System:
    - 9.3.2.1 The Contractor shall provide full system integration with the designated route scheduling system, Route Match. In Phase Two, the system shall perform all functions outlined in the Phase II specifications through additional integration and program development.
    - 9.3.2.2 This Phase shall be implemented at the sole discretion of the County.



9.3.2.3 Phase II of the project shall be complete when the system performs all functions identified herein, passes all testing, and is fully operational.

9.4 The Contractor shall also propose a maintenance and support plan for the IVR system for each implementation phase.

9.5 Portability-In the event that the IVR or Route Match servers or the phone system needs to be moved or changed, the Contractor shall be responsible for providing all hardware, software, deliverables, and services specified herein to ensure continuous operation of the IVR system. If the Contractor proposes a hardware solution, the hardware, if moved, will be located within the Baltimore/Washington Region, likely in the Howard County area.

9.6 Scalable System- The Contactor shall submit a proposal for both phases, including price of all hardware needed to link the scheduling software and the IVR defined herein. The Contractor shall propose a system that is scalable for increased functionality and volume of service.

9.7 Phase I-Base System Specifications:

9.7.1 Customer Notification:

9.7.1.1 The IVR System shall notify customers of scheduled rides with customized messages via telephone, fax, email and text messages to individual HT Ride customers and to defined groups of customers. Upon notification, the system shall allow the customer to cancel the scheduled trip.

9.7.1.2 At a minimum, the following selection parameters shall be supported in any combination for the purpose of selecting groups of customers:

- 9.7.1.2.1 Date and time ranges;
- 9.7.1.2.2 Trips;
- 9.7.1.2.3 Vehicles;
- 9.7.1.2.4 Routes;
- 9.7.1.2.5 Geographical areas; and
- 9.7.1.2.6 Carriers (Drivers).

9.7.1.3 As stated above, access to Route Match in Phase I is limited to a read only access or data file, therefore, Contractors shall design a system taking this into account.

9.7.1.4 The system shall allow customer notification at specific times and days and for specific events such as holidays and service disruptions. The number of notification attempts and any time period restrictions shall be easily configurable by the Administrator for each notification event.

9.7.1.5 The following types of system customer notifications shall be provided:

9.7.1.5.1 Advance Trip Reminder-The IVR System shall have the capability to automatically notify HT Ride

customers one or more days, at the discretion of the Administrator, in advance of a scheduled pickup for a trip. The reminder information shall include, but not limited to: customer name, scheduled date and time, and pickup and drop off locations. The customer shall be offered the option to cancel the trip during the notification process. The Administrator shall be able adjust the times when notification calls /updates are communicated to passengers.

9.7.1.5.2 Same-Day Trip Reminder-The system shall have the capability to automatically notify customers on the day of a scheduled pickup for a trip. The reminder information shall include, but not be limited to: customer name, promised time, carrier name and pickup and drop-off locations.

9.7.1.6 Impending Arrival Notification:

9.7.1.6.1 The IVR System shall have the capability to automatically notify customers just prior to arrival for a pickup on the day of service. The notification information shall include, but not limited to: customer name, estimated time of arrival, vehicle number, carrier name and type of vehicle.

9.7.1.6.2 The Administrator shall be able to configure the time period prior to pickup arrivals when notifications are made.

9.7.1.7 Service Disruption Announcements-The system shall notify affected customers during a service disruption, such as a street closure, detour, weather delays and emergencies. Both generic and customer-specific notifications shall be supported. The notifications shall support customizable instructions to the customer, such as instructions on how to reschedule a trip.

9.7.1.8 Holiday Notifications for Subscription Customers- The IVR System shall include a function to automatically provide advance notification to subscription customers, trips scheduled in advance on a routine regularly scheduled basis, when a specific trip will be cancelled because it falls on a holiday. The notifications shall support customizable instructions to the customer, such as how to reschedule a trip. The notification list for this function shall be generated automatically using an Administrator configurable holiday schedule.

9.7.1.9 Provide a cancellation service-The IVR System shall enable HT Ride customers to notify First Transit to cancel their scheduled trips during the notification call or via accessing the IVR system through a phone call or a web interface.

9.7.1.10 The IVR system shall be programmed to tell passengers if a cancellation request will violate the County's cancelation policy. The

system shall notify First Transit that a cancellation call or cancellation confirmation has been made. Access to Route Match, during Phase I, will be limited to read only access and, therefore, the Contractor shall design a system that assures the cancellation information is transmitted to First Transit in the most efficient and effective form. The preferred solution shall be for cancellation calls and requests to be aggregated. The solution shall also ensure that the generation, delivery and opening of cancellation notifications are recorded for reporting and auditing purposes.

9.7.1.11 The IVR system shall provide to the customer a confirmation that a cancellation request has been made and recorded in the IVR system.

9.7.2 Customer and Staff Interaction with the IVR System:

9.7.2.1 The primary users of the IVR System will be HT Ride customers, a significant portion who have cognitive and/or physical disabilities, therefore, the IVR System must have a clear, simple and intuitive user interface that enables customers to use the system without training.

9.7.2.2 The system shall be fully Americans with Disabilities Act (ADA) compliant.

9.7.2.3 Customer Interface-Customer functions and customer notification functions shall be supported via a telephone user interface, web interface and text messaging interface.

9.7.2.4 Telephone Interface-The telephone interface shall clearly and efficiently communicate with the customer (user). Features of this interface shall include, but not be limited to, the features described in the following sections.

9.7.2.4.1 Type-Ahead-Telephone users shall be able to enter required input at any time during the playback of prompt messages without waiting for completion of the prompt message. The IVR System shall support type-ahead dialing to enable users who are familiar with the system to more quickly navigate through the system menus and modules. Type-ahead dialing shall enable a user to advance to the next or desired module, menu item, or voice prompt before a specific message playback has finished. The enabling and disabling of type-ahead dialing shall be controllable by the Administrator.

9.7.2.4.2 Direct Alphanumeric Entry-The IVR System shall be capable of detecting and accepting direct alphanumeric entry by users via their push-button telephones. The system shall also accept and accurately process rotary dial input. It shall be possible for the call script and menus to change the call flow if rotary dial input is detected.

- 9.7.2.4.3 Voice Output-The IVR System shall be capable of generating clearly understandable speech output for customer interactions. Generated speech via both text-to-speech synthesis and via pre-recorded messages shall be supported.
- 9.7.2.4.4 Text Based Messaging for Notifications-The IVR System shall support text-based notifications to HT Ride customers using public communications services such as internet email and text messaging over cell phones and PDAs. HT Ride customers shall be able to configure all supported notification functions to use text-based messaging instead of and in addition to telephone notification.
- 9.7.2.4.5 Email-The IVR System shall support email notifications to HT Ride customers. HT Ride customers shall be able to configure all supported notification functions to use email instead of and in addition to telephone notification. The IVR system shall be capable of sending both individual email messages to customers and mass email to all or select customers if they select email service.
- 9.7.2.4.6 Web Interface-The IVR System shall support a secure web interface that enables users to access certain IVR functions by using a web browser. The web interface shall support all customer-initiated functions. The IVR System shall also support a web interface to allow users to access IVR functions via cell phones and/or PDA devices.
- 9.7.2.4.7 Fax-The IVR System shall support fax notifications to HT Ride users. HT Ride customers shall be able to configure all supported notification functions to use faxes instead of and in addition to telephone notification.
- 9.7.2.4.8 Staff Interface-Authorized staff shall access the IVR system and manage all functions of the IVR systems via a web interface/workstation. The interface must be able to display and print any and all reports supported by the IVR System. The Contractor shall provide all standard reports and standard report templates that are normally included with its product offering. Samples of reports shall be included in the Contractor Proposal. All IVR administrative and management functions shall be supported via the workstation user interface.
- 9.7.2.4.9 All IVR administrative and management functions shall be capable of being configured for each administrative and management user.

9.7.3 System Management/Administrator Functions:

9.7.3.1 Notifications:

9.7.3.1.1 The IVR System shall enable administrative personnel to manually initiate notifications to HT Ride customers for service disruption announcements and for trip request status responses. Notifications shall be queued for delivery to the customer at the appropriate time and shall not require further interaction by staff once initiated. A means of monitoring and canceling pending manual notifications shall be supported.

9.7.3.1.2 Capabilities shall include, but not be limited to, functions to monitor real-time status of notifications, pause and resume the customer notification process, and manage customer notifications of any supported type. Customer notifications management capabilities shall include, but not be limited to, creating, editing, deleting, and saving notifications with customized messages for future use. In addition to real-time monitoring of the notification processes, the IVR System shall also store all statistics related to the notification process for subsequent reporting.

9.7.3.2 Information Storage: The IVR System shall provide an information storage function that collects and stores both historical and operational data for retrieval and analysis. The historical information to be collected and stored by the IVR System shall include:

9.7.3.2.1 Records of all incoming and outgoing calls;

9.7.3.2.2 All customer-entered menu selections;

9.7.3.2.3 All reports generated by the IVR System;

9.7.3.2.4 Data shall be time and date tagged and shall contain sufficient information to enable the selective sorting and retrieval of the data based on user-specified selection criteria.

9.7.3.2.5 The most-recent historical data shall be immediately accessible online to any authorized user. The online (short-term) accessible data shall include all historical data from the present to at least the past 13 months; and

9.7.3.2.6 Online data not considered short term shall be automatically transferred to long-term archive storage at pre-defined intervals.

9.7.3.3 Voice Recordings and Vocabulary Development:

- 9.7.3.3.1 The IVR System shall accept a wide range of speech input devices for making recordings. Should specialized input devices be required, or in instances where specific devices provide significantly better quality recordings, they shall be provided as part of the system or proposed as options.
  - 9.7.3.3.2 The IVR System shall be able to incorporate digitized voice files downloaded from other servers.
  - 9.7.3.3.3 The IVR System shall include voice administration capabilities. The IVR System shall provide a graphical editor tool that displays speech in a graphic form, and enables authorized users to edit the speech from this display.
- 9.7.3.4 The System voice administration capabilities shall include, but not be limited to, the following capabilities:
- 9.7.3.4.1 Reporting-The IVR system shall include reporting software which will allow the generation of standard reports on system performance. The Contractor shall provide samples of reports used in other systems, and standard reports will be selected at time of contract. At a minimum, the IVR system shall support one-time production of reports at specific dates and times, and periodic report production at user-defined intervals ranging from at least one hour to one month. In addition, the reporting function shall permit the definition of predefined collections of reports that can be conveniently referenced as a group. The reporting software shall be in common use amongst the industry and be capable of exporting reports to common document and spreadsheet formats.
  - 9.7.3.4.2 Security-The IVR system will only be able to be revised, altered, and updated by authorized management and administrative users. The system shall allow the primary system administrator to restrict and allow functions for each user.
- 9.7.3.5 Telephone Interface Performance: The IVR System shall not introduce significant delays in the user interaction process due to such factors as text-to-speech conversion and speech recognition processing. The IVR System shall begin voice output to the user within 2 seconds of receipt of user output data and shall have input data ready for processing within 2 seconds of completion of voice input. Maximum delay requirements exclude time required by external systems to supply the output data and exclude time required by a user to convey the input data to the IVR System.
- 9.7.3.6 Multi-Language Support: The IVR System shall be able to simultaneously support multiple languages. Support for English,

Spanish and Korean shall initially be provided, with the ability to add other languages in the future. System management tools to build and maintain grammar shall be provided. Tools that shall enable administrative and management users to create their own recognition vocabulary shall also be provided.

9.7.3.7 Caller and Dial Out Identification Support:

9.7.3.7.1 The IVR System shall be able to recognize each HT Ride customer based on the customer's calling telephone number and/or Caller ID when they access the IVR system. Customers shall be prompted by the IVR System to confirm their identity by entering their HT Ride Customer ID number which is assigned during the initial application process. The IVR shall also allow passengers to enter either their phone number or passenger ID to correctly identify the passenger.

9.7.3.7.2 Once a caller is identified by the system, it shall automatically apply any previously set parameters for the caller such as the language selection and other saved preferences. The Customer ID number shall be recorded, captured and passed to all IVR functions so as to eliminate unnecessary repetitive requests for the same information.

9.7.3.7.3 The IVR System shall be capable of initiating calls to HT Ride customers to support notifications and other related functions. When initiating calls the IVR System shall be able to detect and handle pagers, busy signals, answering machines, and fax machines. The IVR System shall leave a message if a call reaches an answering machine.

9.7.3.7.4 For notifications, the IVR System shall be able to utilize all phone numbers stored for an HT Ride customer in the scheduling system. For customers with multiple phone numbers the priority order defined in the scheduling system shall determine the calling order for notifications.

9.7.4 Software and Hardware Requirements:

9.7.4.1 The IVR System database(s) shall be expandable so that data for future functions can be readily included. All portions of the database delivered with the initial IVR System shall be sized to accommodate the ultimate number of HT Ride customers.

9.7.4.2 Servers-The Contractor shall provide and install servers necessary to manage the system.

9.7.4.3 Local Workstations- The County shall supply all the basic computer workstations and network infrastructure for the call center and IVR management and administrative user workstations. The Contractor

shall provide all necessary application software, hardware and installation and configuration labor necessary for the workstations to support all required IVR System functions.

- 9.7.4.4 Remote Workstation-The Contractor must ensure that all administrative and management functions can be performed by remote workstation. The remote workstation will not be located in the CTC or First Transit, Inc. Call Centers; the remote workstation must have all the same capabilities of a workstation located at the First Transit call center site.
- 9.7.4.5 IVR System Backups-The Contractor shall supply an archive storage system for the IVR System and coordinate an archive storage solution with the County.
- 9.7.4.6 Remote Diagnostic Port-A remote diagnostic port shall be supplied for the IVR System. (If applicable)
- 9.7.4.7 Equipment Space-The location of server equipment shall be determined during design phase. (If applicable)
- 9.7.4.8 Telephone System-The IVR System shall seamlessly integrate with the Howard Transit and the County telephone system in order to support all system functionality required of the telephone user interface. Requirements for system call capacity and telephone system interfacing are contained in the following sections. Refer to Document G for more information on the existing telephone systems as well as any possible/planned upgrades to the telephone systems.

## 9.8 Phase II-Fully Integrated System Specifications:

- 9.8.1 During Phase II of the project the IVR system shall be programmed to perform the additional following functions:
  - 9.8.1.1 Achieve needed integration with scheduling software to perform all functions.
  - 9.8.1.2 Allow passengers to book, alter, query and cancel individual and subscription trips.
  - 9.8.1.3 Allow passengers to receive timely confirmations related to trip booking and queries.
  - 9.8.1.4 Send notifications based on location of vehicles.
  - 9.8.1.5 Allow functions enabling HT Ride to gather survey data.
  - 9.8.1.6 Allow staff to send reminders to passengers when eligibility for service is nearing expiration.
  - 9.8.1.7 Additional functions may be added as determined necessary by the County.



- 9.9 Work Tasks - The following are work tasks assumed necessary to design, integrate, test, install and implement an IVR system. The selected Contractor shall furnish the following items and services, separately for both Phases I and II, as well as any additional items and services described in this Request for Proposal:
- 9.9.1 Provide a master project schedule with significant milestones capable of being displayed in GANTT format.
  - 9.9.2 Provide system design and integration with complete system design documentation.
  - 9.9.3 Identify minimum hardware requirements for system implementation.
  - 9.9.4 Determine all application and system software required to implement the system.
  - 9.9.5 Provide integration of all software and hardware into an operational system.
  - 9.9.6 Provide complete testing of all functional capabilities of the system.
  - 9.9.7 Provide all engineering, programming and technical support during the contract period.
  - 9.9.8 Provide copies of all training materials.
  - 9.9.9 Provide all necessary software licenses.
  - 9.9.10 Configure all software, hardware and documentation.
  - 9.9.11 Train County, CTC and First Transit, Inc. personnel on system use.
  - 9.9.12 Complete project management and control, including periodic progress meetings with and reporting to the County.
  - 9.9.13 Complete installation of the IVR system at the specified location.
  - 9.9.14 Provide maintenance and support of the system as required by the County during the initial warranty and optional maintenance phases as required by the County.
- 9.10 Other Requirements
- 9.10.1 Propose a solution that utilizes commercial off the shelf components of proven reliability and currently in use in the industry.
  - 9.10.2 Propose a solution that utilizes commercial off the shelf components of proven reliability and are currently in use in the industry.
  - 9.10.3 The Contractor Proposal shall describe all features of the proposed solution.
  - 9.10.4 Provide a standard one-year warranty for all components, including software and hardware, and for installation services.
  - 9.10.5 Offer and provide extended maintenance and support for additional periods following Phase I and Phase II implementation.

- 9.11 Project Schedule: Phase I of the system shall be installed, tested and fully operational within 240 days of contract award. Phase II schedules shall be determined following completion of Phase I tasks are completed and the system is fully operational. The Contractor shall provide a plan on how all the requirements of the RFP and the tasks outlined herein will be met, including a timeline for all tasks related to completion of the project.
- 9.12 Project Tasks:
- 9.12.1 This Request for Proposal covers all aspects of the IVR System. The tasks to be performed under both phases are described below. The Contractor must be cognizant of multiple task dimensions in order to perform them completely, correctly, and meet the County's expectations. Under this RFP, the County shall require the following tasks to be completed following award.
- 9.12.2 Project Kickoff: The Contractor shall present an initial kickoff meeting. The purpose of this meeting is to have the Contractor present its plan for developing specific project work tasks for implementation of assigned work.
- 9.12.3 System Design: Using the specifications included in this document as a baseline, perform any additional analysis required and develop a Draft System Design Document that describes the IVR System in technical detail. The Contractor shall provide the Draft System Design Outline document which shall minimally describe:
- 9.12.3.1 System architecture;
  - 9.12.3.2 Overview and configuration of the subsystems;
  - 9.12.3.3 Subsystem block/flow diagrams;
  - 9.12.3.4 Functional descriptions of the system and associated subsystems;
  - 9.12.3.5 Specific functions and operations of the system's software and hardware;
  - 9.12.3.6 Software architecture, with hierarchical structure of components and data structures;
  - 9.12.3.7 Systems databases;
  - 9.12.3.8 Interfaces to existing Howard Transit and First Transit systems;
  - 9.12.3.9 Communications system and coverage;
  - 9.12.3.10 System networking and communications; and
  - 9.12.3.11 System configuration.
- 9.12.4 Upon County review and approval, the Contractor shall further analyze the tasks and details required and develop the Draft System Design Document. The technical details of the Draft System Design Document shall be presented to the County at a System Design Review phase.
- 9.12.5 Integration and Testing:
- 9.12.5.1 The Contractor shall analyze the tasks required and shall develop a Draft System Integration and Test Plan. This Plan shall establish the County's system integration and test requirements. The document shall provide a detailed, structured set of tasks to be performed by the Contractor.

9.12.5.2 Completion of these tasks and utilization of the Test Plan shall demonstrate that the requirements of the system have been satisfied and the system is suitable for operation.

9.12.5.3 The technical details of the Contractor's System Draft Plan shall be presented during the System Integration and Test Review phase. The System Integration and Test Review and its associated materials are critical to project success. Any unresolved open issues, as determined by the County, shall need to be closed prior to issuance of acceptance of the Contractor's System Integration and Test Review. The Contractor shall revise the Draft Plan as necessary and deliver the plan to the County for formal approval. An approved Plan shall be required prior to the start of any formal testing. The Contractor shall provide a formal notification to the County at least two weeks prior to the beginning of any formal testing.

9.12.6 Implementation and Training:

9.12.6.1 System Implementation Guidelines shall be established for the system implementation requirements. This document provides a detailed, structured set of installation tasks to be performed by the Contractor. The Contractor shall analyze the tasks required and provide the County with a Draft System Implementation Plan. This Plan shall include a detailed implementation schedule. An approved Plan shall be required prior to the start of any implementation. The Contractor shall provide formal notification to the County at least two weeks prior to the beginning of any formal testing.

9.12.6.2 The Contractor shall provide, at times suitable to the County, CTC and First Transit (the System Administrators) with complete instructions in the proper operation of the new system. All training sessions shall be scheduled in advance at a mutually agreed-to time. The Contractor shall agree to conduct training(s) so that the individual and collective needs of the County and CTC designated employees are adequately satisfied. This may mean more than one training session.

9.12.7 System Acceptance and Testing: Testing shall be performed by the Contractor and evaluated by the County and CTC, with the Contractor, at a time agreeable to all parties. System acceptance tests shall exercise all system components. The Contractor shall analyze the tasks required and provide the County with a required Draft System Acceptance Testing Plan, including detailed schedule. Submission of the approved System Acceptance Plan document shall be required prior to the start of Acceptance Testing. The Contractor shall provide a formal notification to the County at least two weeks prior to the beginning of any formal Acceptance Testing.

9.12.8 Project Management: Project Management shall be a key responsibility of the selected Contractor. The Contractor's Project Manager assigned to this project shall have the authority to make commitments and decisions that are binding. The County shall designate a Project Manager, from the County or from CTC, to coordinate all project activities with the Contractor. All communications between

the County and the selected Contractor shall be coordinated through their respective Project Managers.

9.12.9 The Contractor's Project Manager shall be responsible for providing the following:

9.12.9.1 Provide periodic updates to the work plan and schedules.

9.12.9.2 Submit monthly project status reports detailing progress toward fulfilling objectives in the work plan and its project schedule, and highlighting items on the critical path.

9.12.9.3 Coordinate all required deliverables, installation and configuration of software and hardware, documentation and training as described herein.

9.12.9.4 Participate in monthly project meetings or teleconferences.

9.12.10 The County requires the following deliverables from the Contractor in order to monitor progress and ensure compliance:

9.12.10.1 Detailed Work Plan - Monthly Progress Report-The Contractor shall prepare a progress report each month within five (5) working days of the end of the preceding month. The progress report shall include the following items:

9.12.10.2 An updated project schedule with explanations of any deviations from the planned delivery schedule. The explanation shall include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the Contractor's Project Manager is aware of them. In addition, all changes to the schedule since the last progress report shall be identified.

9.12.10.3 An updated documentation schedule, highlighting the documents to be transmitted for review during the next two reporting periods.

9.12.10.4 An Action Item Data Base shall be established and maintained to support closure of action items in a timely manner. Open action items shall be discussed weekly with the County designated Project Manager. An updated list of Contractor and County action items with status and required resolution dates shall be included as part of the Monthly Progress Report.

9.12.10.5 The status of unresolved contract questions and change requests.

9.12.10.6 A description of current and anticipated project problem areas or risks and steps to be taken to resolve each problem.

9.12.10.7 Transmittal of Deliverables: Every document, letter, progress report, change order, and any other written or computer-readable material (in written or electronic form) exchanged between the Contractor and the County shall be assigned a unique transmittal number. The

Contractor shall maintain a correspondence index and assign transmittal numbers consecutively for all Contractor documents and/or discussions. The County shall maintain a similar correspondence numbering scheme identifying documents and correspondence that it creates. The Contractor shall maintain a single project schedule using the MS Project 2003® or similar application. The Contractor shall develop the following key deliverables; however, other interim deliverables may be created during the process.

- 9.12.10.8 Deliverable Number One-IVR Implementation Design: The Contractor shall prepare and submit the IVR System Design and Implementation Plan to the Project Manager for approval prior to any installation. The plan shall include at the least the following components:
- 9.12.10.8.1 Project Plan and schedule,
  - 9.12.10.8.2 System Architecture for production and test environments, including telephony components,
  - 9.12.10.8.3 Spoken Menu Structure,
  - 9.12.10.8.4 Base Configuration of Administrative tools and default parameters,
  - 9.12.10.8.5 Data import and export design including integration plan and design,
  - 9.12.10.8.6 Test and Training Plans; and
  - 9.12.10.8.7 Installation and Production Deployment Plan.
- 9.12.10.9 Deliverable Number Two-System Installation: The Contractor, with County assistance, shall install the test system and software meeting requirements for security and stability.
- 9.12.10.10 Deliverable Number Three-Base / Test System Configuration and Data Population: The Contractor, with County collaboration, shall configure the test system to include:
- 9.12.10.10.1 At least two, single mode, fully-populated data sets,
  - 9.12.10.10.2 Fully layered, structured voice menus,
  - 9.12.10.10.3 All required speech data to support required functionality,
  - 9.12.10.10.4 All required system data to support required functionality,
  - 9.12.10.10.5 Telephony connections; and
  - 9.12.10.10.6 Administrator accounts, access and permission setups.
- 9.12.10.11 Deliverable Number Four-Test Execution: Testing shall be performed according to the Test Plan and shall consist of, but is not limited to the following areas:
- 9.12.10.11.1 Integration Test to validate transit data import and export requirements,
  - 9.12.10.11.2 Interface Test (Administrative User) to verify administrative functions,

- 9.12.10.11.3 User Test (Customer Perspective, including customers with disabilities) to verify ease-of-use and functionality,
  - 9.12.10.11.4 Operational Test to validate backup, recovery and failure recovery procedures,
  - 9.12.10.11.5 Data analysis procedures to demonstrate successful operation of all functionality over time; and
  - 9.12.10.11.6 The Contractor shall administer QA/Testing and document results to ensure that all system components and procedures work properly.
- 9.12.10.12 Deliverable Number Five-Production Deployment: The production deployment shall consist of connecting the fully functional system to the public phone lines and performing re-test on the customer interface to ensure proper operations.
- 9.12.10.13 Deliverable Number Six:-Documentation: The Contractor shall provide the County with documentation necessary to effectively fulfill all of the system roles (IVR administration, operations and maintenance, etc.). Documentation includes, but is not limited to:
- 9.12.10.13.1 All project documentation (plans, status, design, architecture, etc.),
  - 9.12.10.13.2 All build instructions,
  - 9.12.10.13.3 User Administrator documentation,
  - 9.12.10.13.4 Technical support documentation (Maintenance Plans, Update Plans, etc.); and
  - 9.12.10.13.5 Examples and Samples.
- 9.12.10.14 Deliverable Number Seven-Training: The Contractor shall train the administrators and other staff to enable them to fully manage and maintain the IVR System including all management and reporting functions as described in the specifications.
- 9.12.11 Production Acceptance: Production Acceptance shall be performed with all components and subsystems completely functional, operational, online, and in service. The County shall monitor activities to ensure appropriate functioning of the IVR System from an administrative and customer standpoint. The Contractor shall provide system reliability and usability metrics showing the performance. During Acceptance, Contractor shall provide support according to the warranty.
- 9.12.12 Documentation: Complete system documentation shall be submitted for County approval. Documentation shall meet the Contractor's documentation standard evidenced in their proposal. A unique Contractor document number and system name shall identify each document. When a document is revised for any reason, a number, date, and subject in a revision block along with an indication of official approval by the Contractor's Project Manager shall indicate each such revision.
- 9.12.13 System Documentation: System documents are those that describe the system hardware and software in technical detail. System administrators, site administrators and maintenance staff shall use system documents to administer

and modify the system, replace and upgrade hardware/software, and to identify and solve problems.

9.12.14 Configuration control of Software, Hardware, Documents, and Training: The Contractor shall develop and maintain an inventory list. The following inventory lists provide examples of the type of information required:

- 9.12.14.1 An inventory of all software and firmware, including product, version, purpose, and installed location.
- 9.12.14.2 An inventory of all hardware, and installed location (if applicable); and
- 9.12.14.3 These shall be maintained and kept current by the Contractor until final acceptance of the system and copies shall be provided to the County.

9.12.15 Standard Software / Hardware: Installation, user and reference documentation for standard software/hardware shall be provided for County review and approval in accordance with the requirements defined herein. Standard software/hardware is defined as commercial off-the-shelf products that fully satisfy the requirements of this Request for Proposals without the need for modification.

9.12.16 Program Source Code:

- 9.12.16.1 Details of hardware and software designs shall be fully disclosed to the County.
- 9.12.16.2 The Contractor shall provide the County with a machine-readable copy of all source code, and build support files for all components of the system. This includes code and help source files, “make”, batch and project files, libraries, and other compile/link components. The Contractor shall also document the environmental (i.e., hardware and software) variables within which the code is run.
- 9.12.16.3 The Contractor shall provide updates for source files as program updates are released during the initial and subsequent maintenance plans if purchased.

9.12.17 Software Ownership and Rights in Technical Data:

- 9.12.17.1 In the event application software is specifically and exclusively designed for the County, the system shall be the property of the County and shall be delivered together with source code, associated hardware and all applicable documentation. To protect the interest of the County, the source code shall be held in escrow through the completion of the contract at the cost of the Contractor.
- 9.12.17.2 The County shall not copy, except as provided herein, the Software unless expressly authorized to do so by the Contractor. The County shall, however, be allowed to make at least two (2) copies as reasonably necessary for archival and back-up purposes.
- 9.12.17.3 In no event shall the Contractor patent, copyright, or assume any other such ownership rights with respect to the application software. Without limiting the generality of the foregoing, the Contractor shall

retain all rights to proprietary information held by the Contractor prior to execution of the Agreement and subsequently used by the Contractor in the performance of the work under this RFP.

9.12.17.4 The Contractor shall grant to the County a non-transferable, non-exclusive, royalty-free right to use for the operation and maintenance of the system

9.12.17.5 The Contractor also grants to the County the right to use any trade secret or other such proprietary right royalty-free to the extent that such trade secret or right is incorporated in any work performed under this contract. The above provisions shall bind subcontractors of the Contractor to the same extent as they bind the Contractor; however, the above provisions shall not be applicable to the acquisition of commercially available, off-the-shelf software for the work performed under this RFP.

9.12.18 Database Design:

9.12.18.1 As part of the System Design document, the Contractors shall provide database design documentation that completely describes both the logical and physical structure of the system database. The documentation shall define and describe the individual elements (file, tables, records, and fields) and the relationships among them. Detail shall also include a detailed data dictionary. Any portions of the database developed or modified specifically for the system shall be identified.

9.12.18.2 Note that this requirement is for complete and thorough description of the physical and logical database schema. This shall permit the County to develop and maintain interfaces between the system database and other applications, and shall facilitate the development of complex custom reports and interfaces to other systems.

9.12.19 Notice of Completion: When the Final Acceptance Test for each phase has been satisfactorily completed; the County shall issue a Letter of Completion to the Contractor indicating the date of such completion. The Contractor shall record the Notice of Completion upon receipt of the County completion letter. This date of record shall be the start of the one (1) year warranty period.

9.12.20 Warranty: During the Warranty period, the Contractor shall provide support to ensure operation of the IVR. Support during warranty period shall include, off site and onsite support.

9.12.21 The Contractor shall ensure assistance in moving the location of equipment if needed during warranty period.

9.12.22 System Maintenance Plan: The Contractor shall provide pricing of an annual system maintenance plan. The Contractor shall clearly indicate the level and type of support to be provided in their proposal. This shall include hours of operation for support, response times and related services.



9.12.23 Pricing Schedule: The Contractor shall provide pricing for Phase I and Phase II and related warranty coverage for one year and an optional maintenance plan.

10 SUBMISSION OF PROPOSAL DOCUMENTS:

- 10.1 This Request for Proposals requires the return of RFP Document “D” (Technical Proposal Signature Cover Page and Price Proposal Cover Page), RFP Document “E” (Affidavit), RFP Document “F” (Equal Business Opportunity Certificate), and any exceptions the Contractor may take (on company letterhead). Failure to return required documents may be cause for rejection of proposal.
- 10.2 Contractors shall submit one original, clearly marked as such, and six copies of the complete proposal. The cost of preparing proposals is the responsibility of Contractors. The County may not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. Contractor shall submit one CD or thumb drive with a copy of all RFP documents.
- 10.3 Proposals must be securely sealed and addressed to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 10.4 Technical and price proposals are to be mailed together in one package, but the Technical and Price Proposals must be bound separately. There shall be no reference to the price of products and services in the Technical Proposal. Proposals may be either mailed or hand-delivered. If proposals are sent by mail or commercial express services, the Contractor shall be responsible for actual delivery of the proposal to the Howard County Office of Purchasing before the deadline.
- 10.5 Timely proposals become the property of the County. Late proposals will not be considered and will be returned unopened.
- 10.6 The submission of a proposal on this Request for Proposals will be considered as a representation that the proposer: (1) has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; (2) is familiar with the entire area to be serviced as described in the specifications; (3) has carefully reviewed all contract documents; (4) is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished; and (5) is familiar with all Federal, State and County laws, all codes and ordinances of the County that in any way affect the prosecution of the work or persons engaged or employed in the work.
- 10.7 In responding to this Request for Proposals, each Contractor shall minimally include:
  - 10.7.1 The name, title, address, and telephone number of person(s) who is authorized to negotiate on behalf of the firm.
  - 10.7.2 Resumes/credentials of the person(s) who will perform the services required. Credentials may be subject to verification.
  - 10.7.3 A description of at least 3 other IVR systems, similar in nature and function, which the Contractor has developed. The description shall include detail

regarding system functionality, the type of solution presented and outcomes. Contractors are encouraged to provide samples of reports, information on system structure and other pertinent information.

- 10.7.4 A list of three clients for whom the Contractor has designed and installed IVR systems during the past 24 months. Include all references. Clients may be contacted.
  - 10.7.5 A narrative of how the Contractor will meet the detailed specifications and project guidelines, and if not, why the Contractor cannot, and how the proposed solution will meet the intent of the specifications.
  - 10.7.6 A detailed description of the proposed solution including charts, sample reports and diagrams of system functionality.
  - 10.7.7 A detailed description of how the proposed system can be adapted to various phone systems and location changes.
  - 10.7.8 A description of administrative controls and procedures for message configuration.
  - 10.7.9 Detailed information demonstrating the ease of use of the proposed system for both the HT Ride Customer and the Administrator.
  - 10.7.10 A detailed System Maintenance Plan following the initial warranty period.
  - 10.7.11 A description of hardware and software requirements of the proposed system.
  - 10.7.12 A proposed timeline for project completion.
  - 10.7.13 Additional facts concerning your solution that you feel are critical in evaluating your proposal.
  - 10.7.14 Price Proposal Cover Page.
- 10.8 In addition, the Contractor must comply with the terms included as Document “H” and must return the following certifications included in Document “H”:
- 10.8.1 Buy America Certification;
  - 10.8.2 Certification Regarding Lobbying;
  - 10.8.3 Pre Award and Post Delivery Audit Requirements;
  - 10.8.4 Other certifications required by the Federal Transit Administration.
- 10.9 To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order of the above. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.

**11 EVALUATION OF OFFERS:**

- 11.1 The County intends to award the responsible Contractor(s) whose proposal represents the best value to the County. For the purposes of the RFP the County will award a single award.
- 11.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions.
- 11.3 The first phase will be evaluated based on the following criteria:
  - 11.4.1 Experience and technical competence of the firm in developing similar systems;
  - 11.4.2 Demonstrated ease of use of proposed system for customers and for the Administrator;
  - 11.4.3 Demonstrated adaptability and portability of the proposed system;
  - 11.4.4 Ability to present a clear understanding of the nature and scope of the project;
  - 11.4.5 Qualifications and technical competence of staff based on resumes;
  - 11.4.6 Timeframe for project completion; and
  - 11.4.7 Price
- 11.5 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.
- 11.6 The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
- 11.7 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of proposal submission.
- 11.8 Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

**12 METHOD OF ORDERING:**

- 12.1 Sub-Order Releases will be issued from time to time for such quantities as may be required by the County.
- 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 County.

**13 BILLING AND PAYMENT:** Invoices shall be submitted monthly in triplicate for all services performed during the preceding month to:

Howard County Department of Planning and Zoning  
Transportation Planning Division  
3430 Court House Drive  
Ellicott City, MD 21043  
Attention: Administrative Analyst

- 13.1 Final Payment shall be retained until completion of testing and final acceptance by the County.
- 13.2 Invoice shall include the following information:
  - 13.2.1 Employer Identification Number (FEIN);
  - 13.2.2 Sub-Order Release Number;
  - 13.2.3 Purchase Order Number;
  - 13.2.4 Name of Using Department;
  - 13.2.5 Date of Each Service Performed;
  - 13.2.6 Name of Individual;
  - 13.2.7 Itemized List of Service(s) Performed including Detail on Deliverables;
  - 13.2.8 Services performed by EBO/DBE firms for the month ; and
  - 13.2.9 A Form W-9 must be furnished to the County along with the invoices.
- 13.3 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. The cost of a procurement card transaction is substantially less expensive than issuing purchase orders and checks.
- 13.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate.
- 13.5 All amounts referred to herein pursuant to this contract shall be United States of America currency.
- 14 **INSURANCE REQUIREMENTS:** The Contractor shall purchase and maintain, during the term of the contract, including any renewals thereof, such policies of insurance acceptable to the County as will protect the Contractor and the County from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverage's are mandatory but may not be all-inclusive, based on the parameters of the proposal:
  - 14.1 Worker's Compensation Insurance with limits of coverage as follows:
    - 14.1.1 Coverage A: Statutory, covering Maryland jurisdiction.
    - 14.1.2 Coverage B: \$100,000.

- 14.2 Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000 per occurrence.
- 14.3 Commercial General Liability Insurance with combined single limits of \$1,000,000 per occurrence, naming Howard County and the Howard County Department of Planning and Zoning, as an additional insured. Unless deemed unnecessary by the County, the policy shall contain, but not be limited to, the following coverage endorsements:
  - 14.3.1 Contractual Liability, including Subcontractors
  - 14.3.2 Personal and Advertising Injury
  - 14.3.3 Products and Completed Operations
  - 14.3.4 Broad Form Property Damage
- 14.4 All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.
- 14.5 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 14.6 The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Contractor shall not reduce or cancel or change any of the required coverage's without 60 days notice of such change to the County.
- 14.7 The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- 14.8 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.
- 14.9 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.
- 14.10 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.

**EXHIBIT I  
HOWARD COUNTY, MARYLAND  
AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, (the "Agreement") is by and between Howard County, Maryland, a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter 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 Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Request for Proposals No. RFP#-Year RFP TITLE 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 Select One in accordance with this Agreement, the other attachments hereto, 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 shall be responsible for the reporting and remittance of all Federal and State taxes. The Contractor shall Select One outlined in Attachment A hereto. The Contractor's will be provided with due care and in accordance with all applicable standards. The Contractor shall Select One under the supervision of the ##### of the County, or his designee, who shall have authority to administer the Agreement.
- 2. Compensation
  - 2.1. In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:
    - in accordance with the unit prices set forth in the Proposal.
    - in accordance with the Select One attached hereto as Attachment A.
    - the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)
    - an hourly rate of \$0.00 per hour for an approximate total of number of hours typed 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 Select One in a manner satisfactory to the County, in its sole discretion.

2.2. The Contractor shall submit invoices to the County: Select One. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Purchase Order number
- Services performed during the preceding billing period

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 County within 30 days of receipt thereof. 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 according to the following:  
MONTH DATE, YEAR OR

when executed by Howard County

and shall continue through January 1, 2001, 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.

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 and changed to the terms i.e. Compensation. 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. The Contractor is a Select One, 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. 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 s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4. Select One: 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 The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.

- 4.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
- 4.6. All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

5. Termination

- 5.1. Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 5.2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6. Remedies for Default

- 6.1. The County shall have the right upon the happening of any Default, without providing notice to the Contractor:
  - a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
  - b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
  - c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.



- 6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One 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 this Request for Proposals. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.
9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.
10. Ethics
- 10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
- 10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification.

- 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, 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. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 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.
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.

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:

FOR THE COUNTY: Contact Name, address and telephone number

FOR THE CONTRACTOR: Contact Name, address and telephone number

22. 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.
23. Wage Rate Requirements The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands this Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS: INSERT LEGAL NAME OF CONTRACTOR

Print Name : \_\_\_\_\_

By: \_\_\_\_\_

INSERT NAME

INSERT TITLE

\_\_\_\_\_  
Signature

WITNESS: **HOWARD COUNTY, MARYLAND**, a body  
Corporate and politic

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_  
Ken Ulman  
County Executive

APPROVED FOR LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2009:

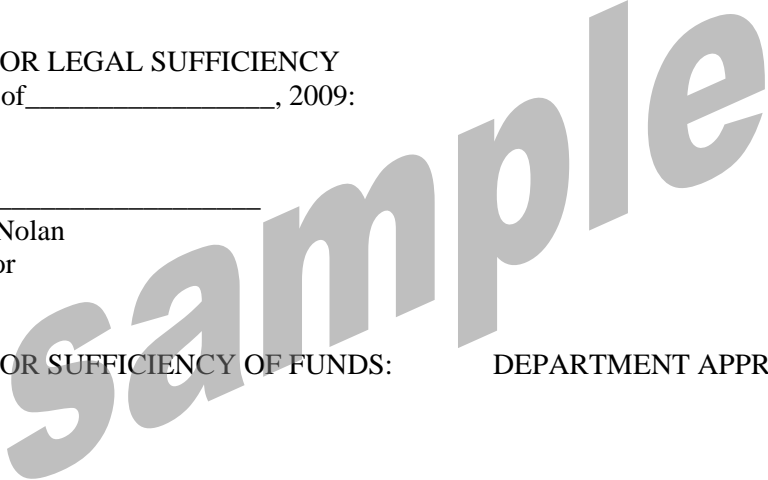
\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

\_\_\_\_\_  
Sharon Greisz DEPARTMENT HEAD NAME  
Director of Finance DEPARTMENT HEAD TITLE

By: \_\_\_\_\_



**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 or conditions of a bid submitted by a competitor.
  
- (c) **Fair Employment Practices**
  - (1) Bidders, vendors and purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 “Human Rights” of Title 12 of the Howard County Code Section 24 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:** County official and employees subject to this subtitle shall not:
- (1) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate on behalf of the county in any matter which would, to their knowledge, have a direct financial impact as distinguished from the public generally, on them, their spouse, parent, child, sibling or upon any business interest with which they are affiliated;
  - (2) Except as exempted by the county council pursuant to Section 901(b) of the Howard County Charter, hold or acquire an interest in a business entity that has or is negotiating a contract with the county or is regulated by the official or employee;
  - (3) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate in any matter involving a business entity with which they, their spouse, parent, child or sibling are negotiating or have an arrangement concerning prospective employment.
- (b) **Employment Prohibitions:** Except as exempted by the county council pursuant to section 901(b) of the Howard County Charter or when the employment or interest does not create an actual or apparent conflict of interest, officials and employees shall not:
- (1) Be employed by:
    - (i) Any entity subject to their official authority;
    - (ii) Any entity subject to the authority of the Howard County agency, board or commission with which they are affiliated;
    - (iii) Any entity which is negotiating or has entered into a contract with the Howard County agency, board or commission with which they are affiliated.
  - (2) Represent any party for a fee, commission or other compensation before any county body;
  - (3) Within one (1) year following termination of county service, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a county official or employee.

The employment provisions listed above do not apply to:

- (1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a requirement that persons subject to its jurisdiction be represented in appointments to it;



- (2) Subject to other provisions of law, a member of a board or commission who publicly disclosed a financial interest or employment to the appointing authority at the time of appointment;
  - (3) Employees or officials whose duties are ministerial, provided that the private employment or financial interest does not create a conflict of interest or the appearance of such a conflict.
- (c) **Solicitation/Acceptance of Gifts or Compensation:** No employee or official shall solicit any gifts. No employee or official shall accept any gift or compensation, directly or indirectly from any person that he/she knows or has reason to know, has financial interests, distinguishable from the interest of the public, that would be affected by the actions of the employee or official.
- (d) **Use of Prestige of Office:** No county officials or employees subject to this subtitle shall intentionally use the prestige of their office for their own gain or that of another. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for an official or employee's private gain or that of another.
- (e) **Disclosure of Confidential Information:** Other than in the discharge of official duties, officials or employees may not disclose or use, for their own gain or that of another, confidential information acquired by reason of public position and which is not available to the public.

**DOCUMENT D**

**TECHNICAL PROPOSAL SIGNATURE COVER PAGE**

TITLE: \_\_\_\_\_

TO: HOWARD COUNTY OFFICE OF PURCHASING  
6751 Columbia Gateway Drive, Suite 501  
Columbia, MD 21046

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 Request for Proposals, and in the various proposal documents:

COMPANY NAME \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

Delivery Time From Date of Award \_\_\_\_\_  
(This delivery time will be considered in determining the award.)

Payment Terms \_\_\_\_\_ F.O.B. Destination, Inside Delivery

The company will accept Visa procurement cards? (circle one) Yes No

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 your bidders list for future solicitations.

<p><b>CONFIDENTIAL INFORMATION</b></p> <ul style="list-style-type: none"> <li>• The County operates under a public information law that permits access to most records and documents.</li> <li>• It is the Contractor's responsibility to designate confidential material <u>at the time the proposal is submitted</u> or, upon request, no later than 5 business days following the proposal due date.</li> <li>• Confidential material must be readily separable from the remainder of the proposal.</li> <li>• <u>Failure to designate confidential material may result in release of such information.</u></li> <li>• The County is not bound by what the Contractor deems confidential. The custodian of records (i.e. the Purchasing Administrator) makes a responsible decision of what is confidential under the act.</li> </ul>
--

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**DOCUMENT D**

**PRICE PROPOSAL COVER PAGE**

(Must be submitted separately from the Technical portion of the proposal)

TITLE: Interactive Voice Response System for Paratransit Operations

TO: HOWARD COUNTY OFFICE OF PURCHASING  
 6751 Columbia Gateway Drive, Suite 501  
 Columbia, MD 21046

ITEM NO.	COMMODITY SERVICE DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENDED PRICE
<b>PHASE I- Base System</b>					
1	Voice Recognition System, Interactive, including a minimum one year warranty and all labor, components and equipment and a user manual	1	Job	\$	\$
2	Maintenance Plan, Voice Recognition System following initial warranty period including system repairs, software updates and reprogramming.	1	Year	\$	\$
<b>PRICE (ITEMS 1+2)</b>				\$	\$
<b>PHASE II-Fully Integrated System</b>					
3	Voice Recognition System, Interactive, including a minimum one year warranty and all labor and components and equipment and a user manual.	1	Job	\$	\$
4	Maintenance Plan, Voice Recognition System following initial warranty period including system repairs, software updates and reprogramming.	1	Year	\$	\$
<b>PRICE ( ITEMS 3+4)</b>				\$	\$
<b>TOTAL BID PRICE ( ITEMS 1-4)</b>					<b>\$</b>
<b>ADDITIONAL HOURLY SERVICES</b>					
5	Labor Rate-System Design	1	Hour	\$	\$
6	Labor Rate-System Maintenance	1	Hour	\$	\$
7	Labor Rate-System Upgrades	1	Hour	\$	\$
8	Components/Parts/Hardware		% of list		

**THE PERSON COMPLETING THE PRICE PROPOSAL COVER PAGE MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK.**

COMPANY NAME \_\_\_\_\_

**DOCUMENT D**

**CONTRACTOR’S QUALIFICATION INFORMATION**

Name of Company: \_\_\_\_\_

1. References: Give name, address, telephone number of owner or manager of three accounts for which Contractor has provided interactive voice response system services to be performed during the past three years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	
	_____	
	_____	
	_____	

1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	
	_____	
	_____	
	_____	

1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	
	_____	
	_____	
	_____	

2. The Contractor has provided \_\_\_\_\_ for \_\_\_\_\_ years.

**DOCUMENT E**

**AFFIDAVIT**

(Must be completed, signed, and submitted with the proposal.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ RFP Number \_\_\_\_\_

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  
(Month) (Year)  
aforementioned office 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.

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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## DOCUMENT F

**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 total contract award is \$50,000 or more, the Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) Program's 10% subcontracting goal. The Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to prime contractors who are themselves minority-owned firms. The percentage requirement may vary if the contract is funded by a federal or state agency.

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 can 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:

[http://www.howardcountymd.gov/Purchasing/purchasing\\_ebo\\_listAH.htm](http://www.howardcountymd.gov/Purchasing/purchasing_ebo_listAH.htm)

[http://www.mdot.state.md.us/MBE\\_Program/directory](http://www.mdot.state.md.us/MBE_Program/directory)

<http://www.cityservices.baltimorecity.gov/mwboo>

Contractors shall submit a completed *Equal Business Opportunity Schedule of Participation*.

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.

If the County exercises its option to renew the contract for another one-year term, 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 Jacqueline Donaldson-Grey, at [jgrey@howardcountymd.gov](mailto:jgrey@howardcountymd.gov) or 410-313-6370.



**HOWARD COUNTY, MARYLAND  
EQUAL BUSINESS OPPORTUNITY (EBO)  
SCHEDULE OF PARTICIPATION**

COUNTY USE ONLY		
CONTRACT NAME: <u>Interactive Voice Response System for Paratransit Operations</u>		
Solicitation/Project #: <u>RFP-17-2009</u>	P.O. #: _____	Contract Renewal #: _____
Contract Amount: _____	Contract Date: _____	EBO Approval: _____
PRIME CONTRACTOR		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative: _____	Phone: _____	
Email: _____	EBO Status (Y/N): _____	EBO Type*: _____
Certifying Agency: _____	Certification #: _____	Amount: \$ _____
COUNTY USE ONLY		Amount: _____ Date: _____
EBO SUBCONTRACTOR 1		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative: _____	Phone: _____	
Email: _____	EBO Status (Y/N): _____	EBO Type*: _____
Certifying Agency: _____	Certification #: _____	% Participation: _____
COUNTY USE ONLY		Amount: _____ %: _____
EBO SUBCONTRACTOR 2		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative: _____	Phone: _____	
Email: _____	EBO Status (Y/N): _____	EBO Type*: _____
Certifying Agency: _____	Certification #: _____	% Participation: _____
COUNTY USE ONLY		Amount: _____ %: _____

\_\_\_\_\_  
Signature (Vendor Official)

\_\_\_\_\_  
Date

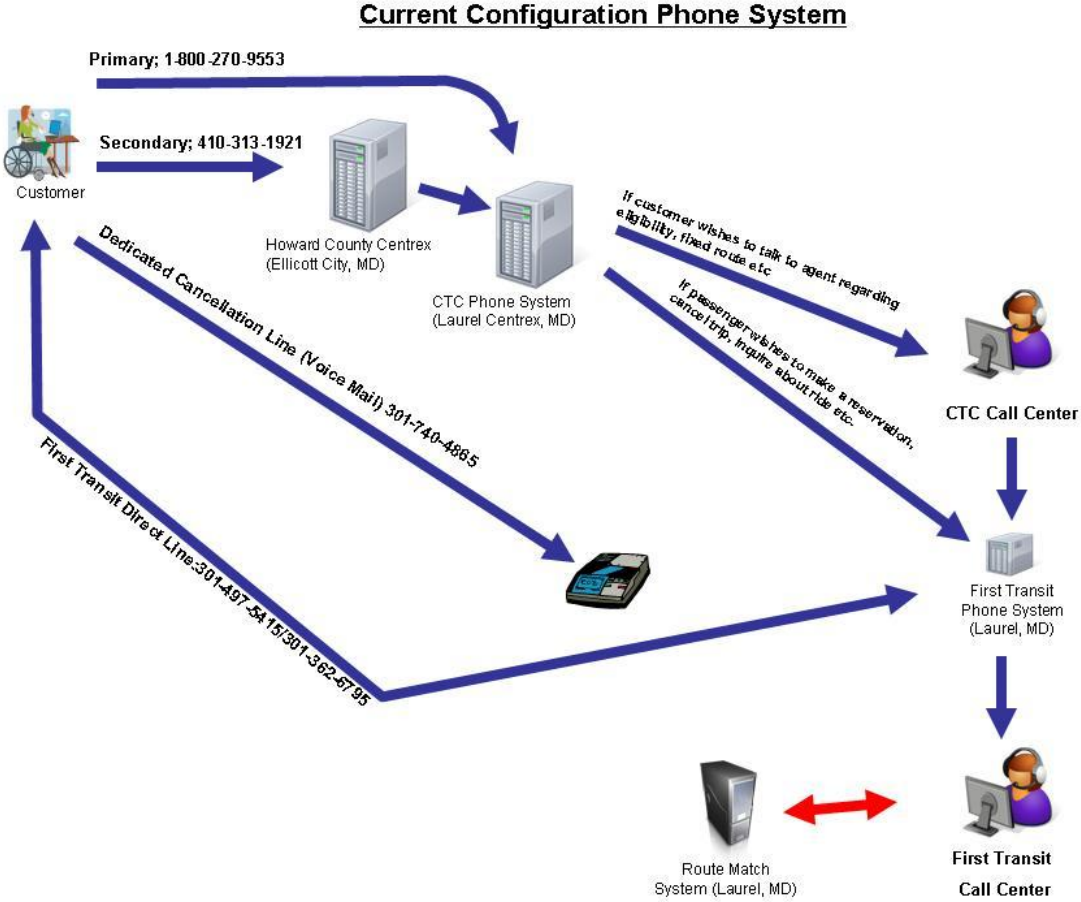
\_\_\_\_\_  
Title

\*EBO Types:    AF/AM= *Native American/Alaskan*    BF/BM= *Black*    DF/DM= *Disabled*  
                     FF/FM= *Asian Pacific Islander*    HF/HM= *Hispanic*    NF/NM= *Near Eastern*  
                     WF= *White Female*

GWS:jcs

# DOCUMENT G

## Technical Specifications





## **CTC INFORMATION**

### **Phone System Hardware/Software**

The CTC phone system is located at its offices in Laurel Maryland.

Inter-Tel AXXESS 64 Call Processing Card running v10

- 12-port Windows 2000 voicemail
- 20 analog trunk ports
- 16 digital station ports
- 16 single line ports
- Music/Marketing on Hold

Inter-Tel Call Center Suite Server software running on dedicated Dell server

- Reporter Pro call reporting/statistic software

### **Howard Transit Call Center Infrastructure**

The PBX telephone system now in place in the CTC customer service center accommodates three concurrent agents (NOTE: the software-per-seat licensing arrangement limits the number of agents); three concurrent incoming calls; and five calls waiting-in-queue. Additional system features include: ACD (automatic call distribution), auto call recording (records all incoming and outgoing calls), caller ID, and UPS (uninterrupted power supply).

### **C) CTC Call Center**

The CTC Customer Service and Information Center (CSIC) is a live-answer call center with agents available to assist callers with information about routes, schedules, transfers, fares and trip planning. CSIC agents also accept complaints, requests for additional stops/service, and refer callers to other regional transit systems. Agents are available from 6 A.M. until 7 P.M., Monday through Friday. Callers occasionally may need assistance from Howard County Commuter Solutions, MAP (Maryland Access Point) of Howard County, Howard County Office on Aging, or HT Ride/CTC RYDE paratransit dispatch office. Calls are seamlessly transferred to any one of these four off-site locations.

All incoming calls are recorded as WAV files and archived. Calls can easily be retrieved for desktop replay and can be subsequently copied to permanent media for archival.

#### **Call Center Data:**

- ~10, 000 calls month
- 15% of calls related to paratransit questions, eligibility and are handled by CTC staff
- 15% of calls are rolled over to the First Transit Call center.
- Balance of calls handled in house and relate to fixed route services.

**Howard Transit Information and Data**

Howard Transit's HT Ride curb-to curb service provides about 120,000 one-way trips a year

Daily peak load of about 500 one way trips in 2008.

HT Ride has experienced year over year ridership increases of about 10%.

**First Transit Information and Data**

The First Transit Route Match system and call center is located at its offices in Laurel, Maryland.

The First Transit call center operators input all reservations into Route Match Terminals.

First Transit uses Route Match to book and schedule trips.

First Transit has a dedicated phone number with a answering machine which is used for cancellations when the first transit call is closed.

First Transit customer service agents handle 1,400 calls a month that are rolled over from CTC.

**Route Match Information**

RouteMatch Software interfaces with various IVR vendors via a middleware component – RMXS. RMXS uses XML requests/responses over TCP/IP (not service or SOAP based) that will provide an interface between the RouteMatch core application/database and the vendor's IVR system. This system provides the ability for the software to perform advance trip reminder call-outs with confirm/cancel ability, inbound trip confirm/cancel capability and inbound trip request/booking capability. The system is configurable to allow definition of various parameters including call-out messages, call-out message criteria and call-out time frames. RMXS is a separate, Java based, server application that can be hosted on the same server as the RouteMatch database server or on a separate server provided TCP/IP communication with both the database server and IVR system is provided.

## DOCUMENT H

### FEDERAL REQUIREMENTS, CLAUSES AND CERTIFICATIONS

CIVIL RIGHTS: The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, -including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SUSPENSION AND DEBARMENT:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Howard County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Howard County, the Federal Government and/or Howard County may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192

and 49 C.F.R. Part 38;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and;

Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

#### CARGO PREFERENCE REQUIREMENTS:

The Contractor agrees to comply with 46 U.S.C. 1241 and 46 CFR Part 381:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### ENERGY CONSERVATION:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### CLEAN AIR:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to Howard County and understands and agrees that Howard County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to Howard County and understands and agrees that Howard County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FLY AMERICA:

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

BUY AMERICA:

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor must submit to Howard County the appropriate Buy America certification (Bid Document H) with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

RECYCLED PRODUCTS:

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.

DAVIS-BACON ACT & COPELAND ANTI-KICKBACK ACT REQUIREMENTS:

The contractor must comply with the Davis-Bacon Act & Copeland Anti-Kickback Act Requirements contained herein.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

The contractor must comply with the Contract Work Hours and Safety Standards Act contained herein.

DRUG FREE WORKPLACE/DRUG & ALCOHOL POLICY STANDARDS:

The Contractor will maintain an active Drug Free Workplace Program. The program, at a minimum, must meet minimum federal guidelines under 49 CFR Part 40, as amended, 49 CFR Parts 653, 654 and 655, and 49 CFR part 29, "The Drug Free Workplace Act Of 1988". The Contractor must also ensure that sub-contractors have programs including, where applicable, a Drug and Alcohol Testing Program for safety sensitive positions. Howard County reserves the right to inspect the Contractor's and sub-contractor's drug and alcohol-testing program.

CHARTER BUS OPERATIONS:

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS OPERATIONS:

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles or facilities.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS:

All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Howard County requests that would cause Howard County to be in violation of the FTA terms and conditions.

NOTIFICATION OF FEDERAL PARTICIPATION:

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or

any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

FEDERAL CHANGES:

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any Master Contract involving and/or effecting Howard County and FTA, as they may be amended or promulgated from time to time during the term of the contract. The Contractor's failure to so comply shall constitute a material breach of contract.

PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS:



To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

TRANSIT EMPLOYEE PROTECTIVE PROVISIONS:

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections of this clause.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ACCESS TO RECORDS AND REPORTS: The following access to records requirements apply to this Contract: The Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor

also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

### Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction’, for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

### Davis-Bacon and Copeland Anti-Kickback Acts

#### (1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officers shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii) (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii) (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(v)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(v)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(v)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding: Howard County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Howard County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked,

deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Howard County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii) (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to

cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of

work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility –

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from the Federal Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

### Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in

paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**BUY AMERICA CERTIFICATION**  
(must be submitted with bid)

Certification requirement for procurement of steel, iron, or manufactured products.

*Certificate of Compliance with 49 U.S.C. 5323(j) (1)*

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-compliance with 49 U.S.C. 5323(j) (1)*

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the applicable regulations in 49 CFR Part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-compliance with 49 U.S.C. 5323(j) (2) (C)*

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (2) (C), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the applicable regulations in 49 CFR Part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**  
(must be submitted with Bid)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or any cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 1040-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31, U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor’s Authorized Official

\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_ Date

Title: \_\_\_\_\_

**DBE CERTIFICATION  
OF COMPLIANCE WITH 49 CFR §26.49(a)**

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The County's overall goal for DBE participation, known as the Equal Business Opportunity Program (EBO) is 15% participation of prime contractors and a 10% goal for subcontractors. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Howard County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above prior to contract award (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.