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**REQUEST FOR PROPOSALS**  
**RFP NO. 19-2016**  
**BANKING, LOCKBOX AND MERCHANT SERVICES**

**OPENING: MARCH 09, 2016 AT 11:00 A.M.**  
**PRE-PROPOSAL CONFERENCE: FEBRUARY 25, 2016 AT 10:00 A.M.**

*BUYER: Dean Hof, Deputy Purchasing Administrator*  
*PHONE: 410-313-4239 ▪ EMAIL: [dhof@howardcountymd.gov](mailto:dhof@howardcountymd.gov)*

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**HOWARD COUNTY, MARYLAND**

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**OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046  
[www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)



*Formal RFPs and RFP Results are available on our website*

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

**SECTION A****KEY INFORMATION SUMMARY**

Request For Proposal No.:	RFP-19-2016
RFP Name:	Banking, Lockbox and Merchant Services
Issue Date:	February 10, 2016
Buyer:	Dean Hof
Pre-Proposal Date:	February 25, 2016 at 10:00 A.M.
Pre-Proposal Location and Registration:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 Please register by contacting Robin Fewell at <a href="mailto:rfewell@howardcountymd.gov">rfewell@howardcountymd.gov</a>
Questions Due and to Whom:	Questions due no later than 4:00 p.m. on February 26, 2016 Submit questions to: Dean Hof at <a href="mailto:dhof@howardcountymd.gov">dhof@howardcountymd.gov</a>  Questions must be submitted to the Buyer at the email address listed above.
Proposal Due:	March 09, 2016 prior to 11:00 a.m. EST
Mail/Deliver Proposals to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370  <b>PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.</b>
Agreement Term:	One year with nine (9) one-year renewal options
Bid Deposit/ Performance Bond:	Not Applicable
EBO Subcontracting Participation:	Not Applicable

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

**IMPORTANT NOTICE REGARDING ADDENDA**

**Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations. [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)**

**SECTION B****PURCHASE ORDER TERMS AND CONDITIONS**

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

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

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

## SECTION C

### GENERAL CONDITIONS

#### 1 DEFINITIONS:

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

#### 2 BID DEPOSIT:

- 2.1 When deemed necessary, a bid deposit may be required. This requirement is described in Section E of this solicitation. Such bid deposits shall be in the amount deemed adequate by the County. The deposit shall be a certified check, cashier’s check, or treasurer’s check drawn upon a solvent clearing house bank, or a bid bond issued by an insurance company licensed to do business in Maryland made payable to Director of Finance, Howard County, Maryland. A combination of certified check and bid bonds is not an acceptable response to the bid deposit requirement.
- 2.2 Bid deposits in the form of certified checks will be returned to the unsuccessful bidders upon the award of the Agreement(s), and to the successful bidder(s) upon execution of the Agreement(s) and the meeting of bond requirements, if applicable.
- 2.3 The successful bidder's failure to execute the Agreement or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

#### 3 RESERVATIONS:

- 3.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee’s reasoned judgment, the public interest will be served thereby.
- 3.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.

- 3.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 3.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 3.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- 3.7 The County Purchasing Agent or Designee reserves the right to award portions of the contract at a later date if it is in the County's best interest.
- 4 PERIOD OF VALIDITY: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 5 DELIVERY:
- 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
- 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 6 GOVERNING LAW:
- 6.1 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.
- 6.2 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.
- 7 PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.

- 8      **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 9      **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 10     **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of 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. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11     **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12     **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.
- 13     **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14     **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15     **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16     **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17     **NON-ASSIGNMENT OF AGREEMENT:** Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

## 18 AGREEMENT:

- 18.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Agreement may result in rejection of the proposal.
- 18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

## 19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 19.1 The County operates under a public information law, which permits access to most records and documents.
- 19.2 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 non-confidential 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.

## 20 COOPERATIVE PURCHASE:

- 20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

## 21 AWARD NOTIFICATION:

- 21.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.
- 21.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement\* the completed EBO Schedule of Participation and the Maryland Registration Certificate of Good Standing.

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

## 22 TERMINATION:

- 22.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the

Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- 22.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

## SECTION D

### SPECIFICATIONS

- 1 BACKGROUND: The County has a population of approximately 300,000 residents and is centrally located between Baltimore and Washington, D.C. The County government is divided into 18 agencies, some of which provide services from multiple locations and accept some form of payment and process some form of financial transaction. Payment and financial transactions are managed through the Internet, the County network, County Interactive Voice Response Systems (IVR), and Banking service location. In Fiscal Year 2015, the County collected over \$1 billion from individual payments in both electronic and non-electronic forms. These payments include recurring fees, taxes, services, and fines; some payments are tied to accounts or bills, and others are simple payments for a service or event which may be evidenced by a ticket or receipt but not requiring archiving or matching to an account. The County currently uses a point of sale (POS) electronic payment system at various sites around the County including the landfill, Health Department and the Cashier Office to pay for parking violation fines, permit fees, water and sewer payments, taxes and other revenue. The County currently uses SAP as its ERP system and front end payment software such as Accella Citizen Access and Munis which post transactions into SAP.
- 1.1 Wells Fargo Bank NA, the current contractor for general banking services provides the following services to the County:
- 1.1.1 Maintaining the County's five main accounts: Collection, Disbursement, Payroll Disbursement, Flexible Spending and Secondary Collection. The Disbursement, Secondary Collections, Flexible Spending and Payroll Disbursement Accounts are zero-balance accounts that debit the Collection for the amount of funds cleared on a daily basis.
- 1.1.2 All general banking services to the County including all depository services, disbursements, Automated Clearing House (ACH) and wire services, direct debiting of customers' accounts, reporting, and account reconciliation. Additionally, certain other savings and checking accounts are maintained for County agencies.
- 1.2 Lockbox services are provided to the County by Merkle Direct Marketing, Inc.
- 1.3 Merchant services are provided to the County by Govolution LLC.
- 2 STATEMENT OF WORK: Howard County (the "County") is requesting proposals to provide general banking services, merchant services and lockbox services. The County recognizes that qualified firms (the "Contractors") responding to this solicitation may respond singly or with one or more partners. Alternatively, Contractors may submit a proposal for any of the three services being requested.
- 2.1 It is the intent of the County to achieve the most productive use of cash, minimize operating costs, safeguard assets, and provide maximum flexibility in the management of cash for the County.
- 2.2 The County reserves the right to avail itself of changes in technology which may occur during the term of the contract. At the County's discretion, additional services related to a) general banking services, b) merchant services or c) lockbox services may be added during the term of the contract at a mutually agreeable price, which may require a contract modification.
- 3 CONTRACTOR'S REQUIREMENTS:
- 3.1 Proposal I - Banking Services:
- 3.1.1 The Contractor shall comply with the minimum requirements outlined in Section G, Response Matrix, and Minimum Requirements for Banking Services.
- 3.1.2 Collection Account/Depository Services:
- 3.1.2.1 The Collection Account is the depository for all revenue received by the County. The Contractor shall describe how they will process various types of deposits and/or payments on behalf of the County, including, but not limited to, the following: cash, checks, including

remote deposit of checks, ACH payments (including credit card payments made to the county via our electronic payments services providers), wire transfers, investments, direct debits, and Electronic Data Interchange (EDI) payments. The average daily balance of these accounts is \$3 million.

- 3.1.2.2 The County receives a monthly earnings credit computed on the average monthly collected balance. The earnings credit will be applied by the Contractor against the County's monthly service charge for banking services. The Contractor shall discuss their own programs for earnings credits, as well as other solutions including zero balance account/sweep account structures to invest the account balance overnight, and compensating balance approaches. The response shall be specific as to how the earnings credit rate and investment interest rates are established, how compensating balances are determined and administered, a detailed description of the risks and benefits of the various approaches discussed, and the impacts of the approaches discussed on the County's monthly service costs.
- 3.1.2.3 The Contractor will be required to credit all deposits as collected funds in strict accordance with the Clearinghouse Rules on when deposited funds are considered collected. All account activity and controlled balance transfers shall be clearly described and cross-referenced on checking account statements.
- 3.1.2.4 The County presently uses remote deposit service for daily deposits made by the County. Most of the County's deposits are made through remote deposit. The Contractor shall describe their procedure for remote deposit, including set-up requirements.
- 3.1.2.5 Bank deposits, delivered to the bank, are also made from other locations throughout the County. Refer to Exhibit III for the locations from which these deposits originate to bank branches in their vicinity.
- 3.1.2.6 The Contractor shall provide deposit reconciliation services. Presently, the County's deposit reconciliation service permits unique codes to be assigned to individual agencies in order to identify which agency is making a deposit. The information for each deposit, by code, is available on an online daily credit report the following day. A deposit reconciliation report listing all deposits by code, and totaled by code, is provided on a monthly basis. The County currently has 26 unique locations requiring deposit reconciliation.
- 3.1.2.7 The Contractor shall provide for the processing of returned deposit items. The response shall describe if returned items will be automatically presented a second time and in what time period. Also elaborate if there is a more expeditious method to handle returned items.

3.1.3 Disbursement Account:

- 3.1.3.1 The Contractor shall establish a zero balance Disbursement Account on behalf of the County. The County presently maintains a Disbursement Account that is used to make all County disbursements: payments to suppliers including checks; ACH disbursement; and wire transfers. The balance in this account after all entries have been posted to the account, including checks paid, is swept into the Collection Account. Alternative procedures may be considered as long as the effect of these procedures will maintain the County's Disbursement Account at a zero balance.
- 3.1.3.2 The Contractor shall provide online, web-based information reporting and transmission functionality for all disbursement-related accounts including, but not limited to: stop payment requests, ACH call-back

requests and ad-hoc Positive Pay. ACH call back requests are defined as ACH reversal and deletion requests. After sending an ACH, the County may determine the ACH was issued in error and requests the bank to return the ACH. Ad-hoc Positive Pay is defined as the ability to enter a positive pay for a special check that is not part of the normal check run and consequently, would not be included in our routine upload of the positive pay file.

3.1.3.3 The Contractor shall provide Positive Pay services for the non-direct deposit accounts and shall provide technical specifications for the required files and work with the County to program, test, and process the files. Adequate security access in compliance with SAS70 ([www.sas70.com](http://www.sas70.com)) recommendations shall be provided.

3.1.3.4 Payment Manager Service - Payment Manager enables a company to send electronic files with multiple payment types and remittance information to a bank directly from a company's treasury workstation, ERP, or accounts payable system. Based on a company's payment file, the bank generates (a) payments to third parties from company's designated deposit account at bank or bank's affiliate and (b) remittance data regarding each payment. Payment types include automated clearing house (ACH), wire transfer, those card(s) the bank permits a company to use with the service and check. The bank may add, modify or eliminate payment types at any time. For payments made by ACH, wire transfer or card, the service documentation includes, respectively, bank's ACH origination service description, wire transfer service description, or applicable card agreement, each of which, in the event of a conflict between it and this service description will control over this service description. The bank will make check payments in accordance with the service.

3.1.4 Payroll Disbursements Account (includes direct deposit of payroll)

3.1.4.1 The County issues payroll every other Friday. During the fiscal year ending June 30, 2015, the County issued 6,085 payroll checks and 83,720 payroll direct deposit advices. The County outsources payroll services to Automated Data Processing Company (ADP). Payroll data is transmitted to ADP.

3.1.4.2 The Payroll Disbursements Account is used to make all payroll disbursements. Each day, as checks clear in the Payroll Disbursements Account, funds shall be transferred automatically by the Contractor from the Collection Account to cover them. The effect of these procedures shall be to maintain the County's payroll disbursements account at a zero collected funds balance. The payroll disbursement account shall also include "Positive Pay" automated check clearing service, as used by the General Disbursement Account.

3.1.5 Payroll Direct Deposit:

3.1.5.1 The Contractor shall provide a service for direct deposit of bi-weekly payroll checks and a monthly pension checks through a pre-authorized electronic funds transfer system (using standard ACH file specification requirements). Amounts due and payable to these employees and retirees are regularly credited to their deposit accounts with banks that participate in the Mid-Atlantic Clearing House Association (MACHA) or other regional clearing house associations. The Contractor shall transfer the funds in order that the funds shall be available to the employees at their respective bank accounts on the morning of payday and shall in turn charge the County's Payroll Disbursement Account on the same morning. Normal paydays are every other Friday, with the exception for a pay date that would otherwise occur on a holiday,

whereby the pay date moves to the day prior to the holiday. The County requires the ability to issue direct deposits to more than one account per employee.

3.1.5.2 The Contractor shall receive a transmission of the ACH files from ADP by Wednesday morning of the pay week period. Pension direct deposit is effective the first banking day of each month and is available for file transfer from ADP at least two days before the first banking day.

3.1.5.3 The County is presently notified by ADP of any payroll direct deposit rejects. The Contractor shall discuss their process for handling payroll direct deposit rejects.

3.1.6 Flexible Spending Account:

The Contractor shall establish a zero balance Flexible Spending Account on behalf of the County. The County presently maintains a Flexible Spending Account that is used to reimburse its supplier via direct debit for disbursements made on the County's behalf. The balance in this account after all entries have been posted to the account is swept into the Collection Account. Alternative procedures may be considered as long as the effect of these procedures will maintain the County's Flexible Spending Account at a zero balance.

3.1.7 Secondary Collections Account:

The Secondary Collections Account is the depository for credit card payments received by the County. The balance in this account after all entries have been posted to the account is swept into the Collection Account. Alternative procedures may be considered as long as the effect of these procedures will maintain the County's Secondary Collections Account at a zero balance.

3.1.8 Other Bank Accounts:

Bank Accounts: The following accounts will also be placed with the Contractor, in addition to the Collections, General Disbursements, Payroll Disbursements, Flexible Spending and Secondary Collections Accounts.

3.1.8.1 Cable Television – Two savings accounts (\$14,795 and \$14,853). No deposits or withdrawals during the last fiscal year.

3.1.8.2 Hilltop Housing – Interest earning checking account. This account has minimal activity throughout the year. Separate deposit slips are required.

3.1.8.3 Detention Accounts – One account is for reimbursement checks written to inmates upon release in order to refund any funds that the inmate had on his person when incarcerated. The other account is to collect revenue that the inmates earn on work release and to payout that amount upon release. The Contractor shall discuss any possible security features or considerations that could improve the administration of these accounts.

3.1.8.4 The Contractor shall agree not to open or maintain any bank accounts for any entity representing itself as an agency or entity of the County or using the County's Federal Identification Number (FID) without the express written permission of the County.

3.1.8.5 The Contractor must agree that accounts created pursuant to any contract resulting from this solicitation shall be subject to certain ordinary and customer account fees, however, these fees shall be identified in the Contractor's price proposal.

3.1.9 Direct Debit:

The County offers water and sewer customers the ability to pay their bill via a direct debit transaction using ACH input. There are approximately 75,000 water and sewer usage customers, 11,000 of whom are billed via direct debit. The County bills customers on a quarterly cycle with billings taking place on a weekly basis. Approximately, 950 direct debit billings are prepared each week. The County will provide a direct debit file and a pre-note file to the Contractor weekly. The direct debit payment method must be fully operational and in service on the effective date of the contract.

3.2 Other Banking Services:3.2.1 Account Reconciliation:

3.2.1.1 The Contractor shall provide automated Account Reconciliation services including on-line access, online reporting capability, online access and permanent file copies (via CDs) for cleared checks, ability to download into Excel-spreadsheets or other formats, and timing and access to information. Account Reconciliation services are required for all accounts from which disbursements are made including the General Disbursement, Payroll Disbursement, and Flexible Spending Accounts and the Collection Account which is presently used to generate outgoing wires.

3.2.1.2 Presently, within five (5) business days of the first of each month, the bank delivers data via an electronic format to the County that includes the check number and amount of each check paid and the date cleared. This information is transferred to the County via a secured internet connection and also sent to the County on a CD along with the front and back images of each cleared check. The Contractor shall describe its process for providing this information to the County including the timing and content of the information that would be made available to the County.

3.2.1.3 The County presently transmits certain check file maintenance items electronically for the General Disbursements Account and the Payroll Disbursements Account on a daily basis, as needed. The file maintenance includes typed manual checks issued during the previous month and all voided checks. Within the first three (3) business days of a month, the County makes a final electronic transmission for the prior month's activity. The bank then has seven (7) business days after receiving that monthly file maintenance transmission to return the following to the County:

3.2.1.3.1 An outstanding checks list, stop payment list, and paid checks list.

3.2.1.3.2 Canceled checks in number sequence, which should be provided in a CD ROM format, for both the Disbursement and Payroll Accounts.

3.2.1.3.3 A reconciliation report which includes the following information:

- Previous outstanding checks
- New Issues
- Typed checks received
- Checks paid
- Void checks and stop payments received
- Current outstanding
- Listing of any rejected items
- A list post (list of checks presented since the most recent/prior reconciliation report

3.2.1.3.4 A monthly online statement for each account.

- 3.2.1.4 The Contractor shall provide check file maintenance including all information required from the County, access to online and permanent file copies (via CDs), timing required for receipt of information from the County, as well as the timing for providing the reconciliation report items to the County.
- 3.2.1.5 The County presently transmits and receives its Account Reconciliation/Treasury Management information in BAI2 format (internationally accepted standard format) which is used for integration into the County's SAP system. The Contractor shall provide the same service in an approved format to receive and transmit Account Reconciliation/ Treasury Management information from and to the County. The County currently receives both previous and current day activities depending on the account.
- 3.2.1.6 Presently when the County issues a request to stop payment, cancel or void a check, the check will first be reflected by the bank as cashed on the day it was presented. Subsequently, the County's stop payment request is processed by the bank and the status of the check is adjusted to reflect that the item was returned. The Contractor shall similar services for handling stop payments, canceled and voided checks, the transactions shall be posted within the Contractor's online system available to the County.

3.2.2 Automated Clearing House (ACH) Services:

- 3.2.2.1 The Contractor shall use one or more of the following formats to initiate debt and /or credit transactions:
- CCD
  - CCD+
  - CTX
  - PPD
  - PPD+
- 3.2.2.2 The Contractor shall provide controls to prevent file loss, duplicate transmissions and acceptance of duplicate returns.
- 3.2.2.3 All associated delivery and transmission deadlines shall be reviewed and approved by the County.
- 3.2.2.4 The Contractor shall afford the County the ability to change, add, or delete an item after transmitting its ACH file to the Contractor.
- 3.2.2.5 The Contractor shall provide electronic notification of any returned or changed items.
- 3.2.2.6 The Contractor shall provide a failure processing system.

3.2.3 Funds Transfers:

- 3.2.3.1 The Contractor shall have the capability of accepting online wire transfer instructions initiated by the County. The Contractor shall provide online verification to the County of the funds transfer instructions and confirmation of the wire transmission by the Contractor.
- 3.2.3.2 The Contractor shall provide an online wire transfer system, which allows the County to send repetitive wires that have pre-coded wire instructions maintained online by the Contractor. The County's Director of Finance will grant certain individuals the authority to send repetitive wire transfers. The Contractor's internal control system shall allow only these County employees the ability to send repetitive wires.

3.2.3.3 The Contractor shall provide an online wire transfer system that allows the County to send non-repetitive wires to any bank in the Federal Reserve System. The County's Director of Finance will grant certain individuals the authority to send non-repetitive wire transfers. The Contractor's internal control system shall allow only these County employees the ability to send non-repetitive wires.

3.2.3.4 The Contractor's internal control system shall also require that the non-repetitive wires receive a secondary approval from one of the other authorized County employees who did not initiate the wire. Secondary approval is also needed for forward dated repetitive wires. If a wire is set up for secondary approval and no secondary approval is subsequently made, one of the other authorized employees who did not initiate the wire must be notified.

3.2.3.5 After the award of the contract, the County will determine a dollar amount for individual wire transfers, which shall trigger a verification call from the Contractor. This verification call shall be made to someone else other than the County employee who initiated the wire.

3.2.4 Cash Management Reporting:

3.2.4.1 The Contractor shall provide the following reports (for each bank account) which shall be available to the County, from the bank's reporting system, by 8:00 a.m. each day for the previous day's transactions.

- Daily Balance Report
- Detailed Credit and Debit Report (with ability to set limitations)
- Intra-day report for Controlled Disbursements presentments which are the ACH or wire funds sent one day and returned or rejected the next day.
- Intra-day report for ACH (Automated Clearing House) transfers
- Intra-day wire transfer activity reports

3.2.4.2 The Contractor shall provide customer support to answer questions concerning the reports noted above.

3.2.5 Community Outreach:

3.2.5.1 Contractors must be able to provide a copy of the most recently filed Community Reinvestment Act ("CRA") performance evaluation/rating for the Contractor for both the State of Maryland and the Metropolitan Area (MSA 12580).

3.2.5.2 Contractors shall be required to conduct regular outreach efforts within the County which are designed to foster and encourage financial literacy among County residents. Such outreach efforts shall be conducted at least annually and include workshops, seminars, and printed and/or web-based informational material appropriate to this objective.

3.2.6 Issue Resolution and Escalation:

Contractors must provide a process for issue resolution and escalation. Response times to issues shall be reviewed and approved by the County prior to award.

3.2.7 Electronic Bill Presentment:

The County is seeking to increase the use of ACH payments for general disbursements and to establish ACH payment as a primary and/or preferred source of payment for general disbursements. The Contractor shall provide a process for handling large scale ACH payments or any service products it offers that could enable the County to meet this requirement.

3.2.8 Letters of Credit:

The County has an occasional need for Letters of Credit (LOC) to support capital project bonding needs and contract hold harmless/indemnification provisions. The Contractor must provide a copy of its standard Letter of Credit agreement and pricing for the County's review. Recognizing the variability associated with pricing for LOC, Contractors should include pricing for LOC amounts of \$25,000, \$50,000 and \$100,000 for periods of 6 months, 12 months and 18 months.

3.2.9 New Bank Transition:

Contractors shall provide a detailed implementation/transition plan as part of their response to this proposal. The plan should list the dates and specific actions required of all parties and identify the training to be provided to County staff.

3.2.10 Additional Services:

3.2.10.1 Contractors are encouraged to suggest other services or improvements that the County has not requested and explain their potential benefit. The proposed services and associated fees shall be provided on a separate sheet. Examples of some additional services in which the County is interested are as follows:

3.2.10.1.1 Pre-paid Cards – the County is interested in the opportunities afforded by the use of pre-paid cards for non-direct deposit payroll employees and possibly in other payment areas (one-time reimbursements for prisoners upon their release from the County detention center). The Contractor shall provide information, including pricing information, for its pre-paid card program.

3.2.10.1.2 The County desires an ATM to be located in the cashiering area of the County office building for use by employees and those customers who are paying invoices that require collected funds. These transactions usually require amounts around \$100 or \$200 to complete. The foot traffic that would require this service is about 5,000 customers per year. This would also be used by employees; however, the County has no volume estimate for this application.

3.3 Proposal II - Lockbox Services:

3.3.1 The County presently processes certain invoice payments received from customers through lockbox services. The Contractor must provide the required lockbox services itself or partner with another firm to provide the services required. Alternatively, lockbox providers are also being solicited to provide a response to this specific section of the solicitation.

3.3.2 Lockbox processing services shall be provided for real and personal property tax collections, water and sewer payments, red light camera fine payments, false alarm and speed camera fine payments mailed by customers. The County maintains separate post office boxes for each of these applications. The County's invoices processed through the lockbox have an optical character scan line to facilitate their processing. Other remittances are mailed without the accompanying bill stub and optical scan line and require hand-keying in order to process. (A summary of the average monthly activity processed through the lockbox provider is provided on Section F, Price Proposal Cover Page for Lockbox Services.)

3.3.4 The County uses a lockbox year-round for real property tax payments and personal property tax payments (reference Exhibit VI). The monthly activity in 2015 averaged 7,255 for both types of payments. Real property taxes are billed twice annually which

significantly skews the range of monthly payments processed. July represents the highest month with 21,250 real property tax bills processed in 2014; while May represents the lowest month with only 853 real property tax payments processed in 2014. The County's lockbox average for real property tax payments and personal property tax payments is \$18,727,327.87 for fiscal year 2015. Tax payments are processed by the lockbox service provider as wholesale transactions and have scan lines.

- 3.3.5 The County issues approximately 23,500 water and sewer usage bills and 3,900 past-due notices monthly (reference Exhibit VII). The current lockbox activity averages 16,304 payments processed each month which are processed as wholesale transactions and have scan lines.
- 3.3.6 The County's lockbox for Red Light Camera Fine payments averages 1,000 per month and (reference Exhibit VIII) are processed as wholesale transactions and have scan lines.
- 3.3.7 The County's lockbox for False Alarm Fine payments total \$214,714.00 and averages \$17,892.83 per month and are processed as retail transactions and require manual data entry.
- 3.3.8 The County currently receives processed payment files between 2:00 and 4:00 p.m. each day for each of the applications described above. The files are individually formatted for upload and internal processing to the County's internal application systems and general ledger. The County has a 4:00 p.m. deadline for all four lockbox accounts for the current day file to be delivered for processing.
- 3.3.9 In addition to the transmission the County receives a daily listing, by batch, of the payments processed and transmitted for each lockbox. Lockbox batches are presently limited to 100 items per batch. All rejected items, lockbox processing reports, and correspondence are delivered to the County's Department of Finance via overnight mail on the following day.
- 3.3.10 The County's lockbox processing instructions for the current provider, Merkle, are as follows:

3.3.10.1 Tax Bill Instructions:

- Pay oldest amounts due first
- Look up by property address (first)
- Look up by Owner name (second)
- Accept any amount paid by customer

3.3.10.2 Water and Sewer Utility Billing Instructions:

- Payments that do not balance – process full payment on each account and short or over payment on the last account.
- Check only payments, process by account number, if no account number, look up by address via file provided by County.
- Accept any amount paid by customer
- Accounts marked cash should be rejected if payment is not cash or certified check.
- Account marked direct debit should be rejected.

3.3.10.3 False Alarm Fine Payment Instructions:

- Reject if no application is presently on file
- Accept and apply any and all amounts paid for valid accounts

3.3.10.4 Red Light Camera Payment Instructions:

- Reject if payment is received without citation number reference
- Accept and apply any and all amounts paid for valid accounts.

- 3.3.11 The County can provide a daily look up file to the lockbox Contractor for payments that were submitted without any account information. The file can be uploaded to an ftp site if preferred for access.
- 3.3.12 Contractors must identify the name of the individual who will have the primary responsibilities for the County's lockbox account and include their name, address, telephone number, fax number, and e-mail address.
- 3.3.13 Contractors shall provide a process for issue resolution and escalation. The response times for issue resolution shall be reviewed and approved by the County prior to award.
- 3.3.14 The County accepts file transmissions from bill payment service providers for banks and other financial institutions forwarding customer's online payments to the County in the near future. Contractors shall provide the ability to accept electronic file transmissions from bill payment service providers for banks and other financial institutions on behalf of the County.
- 3.3.15 The County currently has an online image viewer service that allows certain County employees viewing access to processed items. Contractors shall provide a similar capability to the County. Pricing information, including any set-up fees and/or monthly charges shall be included in with the Contractor's price proposal.
- 3.3.16 Contractors shall provide training to the County for any new system or service being implemented.

3.4 Proposal III - Merchant Services:

- 3.4.1 The electronic payment services shall be turn-key for accepting electronic payments from citizens doing business with or otherwise paying for County services, fees, and taxes. For the purposes of this solicitation, electronic payments are understood to include credit and debit cards, smart cards, e-cash, Internet, automated or electronic transfers and any other techniques used for the transfer of funds, which do not require the use of cash, checks, or other physical object transfers. This solicitation is not limited to these types of payment but could include other types of electronic payment as well.
- 3.4.2 At a minimum, the proposed service must accept VISA, MasterCard, Discover, and American Express card payments. Support of other major credit card acceptance is desirable. It is desirable that the proposed service includes plans for automated deposit options for recurring and deposit fees, e.g., after school programs and water and sewer payments.
- 3.4.3 The Contractor shall be required to maintain, support, and develop any future applications in addition to the proposed services under this solicitation.
- 3.4.4 The County's current contract with Govolution LLC will expire June 30, 2020 if all renewal options are exercised. The County reserves the right to award merchant services at a later date from its banking and lockbox services award(s) if it is deemed to be in the best interest of the County.
- 3.4.5 The County requires an effective turn-key electronic payment acceptance service to minimize the need for acceptance and handling of cash and paper financial documents. The proposed solution must be operable by trained County staff and must not require a high level of data processing expertise at the agency level. The solution must enable the County to achieve the following objectives (in order of priority):
  - 3.4.5.1 Provide options for payment to those doing business with or otherwise paying for County services, fees, and taxes that match normal consumer expectations for convenience, security, and verifiability.
  - 3.4.5.2 Provide the County with an economical financial collection, receipt, and deposit service minimizing cash shrinkage and other risks associated with handling money and checks.
  - 3.4.5.3 Account summary, reporting, and reconciliation tools should be available in an electronic format

- 3.4.5.4 Provide timely notification of errors to each participating agency. "Timely" is defined as providing adequate time for corrections to be made within the reporting and reconciliation cycle of the agency involved.
- 3.4.5.5 Provide as needed, daily transmission of all transactions in format required by each County SAP, MUNIS and Accella system of all transactions and daily deposit of all funds.
- 3.4.6 The County is seeking a Contractor with sufficient stability and commitment to develop and progressively incorporate new technologies as they emerge into service offerings. On-going development should also address cost effectiveness to the County as well as the County's customers. Although this solicitation emphasizes the receipt of payments to the County using methods that are presently in wide commercial use, the County is also aware of constantly evolving opportunities.
- 3.4.7 The proposed electronic payment system shall be characterized by:
  - 3.4.7.1 The use of standard financial formats compatible with the County's current banking as well as any future banking service providers.
  - 3.4.7.2 Data protection, confidentiality, and integrity of all files, including security provisions against human or system error for all transaction processes.
  - 3.4.7.3 Continuous functionality all hours of operation, i.e., 24 hours a day, seven days a week, including all holidays. Functionality is defined to include help desk assistance during all hours of operation.
  - 3.4.7.4 A system design and execution that ensures redundant measures so that no single point of failure will adversely affect the availability of the service. Any processing cut-off times must be specified for all transactions and reports.
  - 3.4.7.5 Modularity of hardware and functions permitting expansion of functions for all agencies.
  - 3.4.7.6 Clarity and simplicity of design and operation for both customers and the County.
  - 3.4.7.7 Effective response time - the County may process a large number of real-time credit card transactions on a busy day. Processing speed is dependent on each link in the chain, from the originating platform, communications software and network speed, host disk, speed, credit card software, transmission methods, clearinghouse and bank traffic, etc., and then all the way back to the platform.
  - 3.4.7.8 This solicitation is requiring Contractors to demonstrate expertise and experience with customers of comparable size, volume, and configurations; instead of trying to specify "X" number of seconds for a completion of a transaction.
  - 3.4.7.9 Transaction settlement within 48 hours.
- 3.4.8 Contractor shall demonstrate their experience with various transmission methods, i.e., Point-to-Point, Leased Line, ISDN, Frame Relay, etc. The Contractor's response time for transmitting requests and receiving authorizations shall be reviewed and approved by the County prior to award. Contractors shall provide network/configuration diagram(s) of existing client installations that represent similar size and scope as the County.
- 3.4.9 Contractor's proposed system shall comply with all legal and regulatory requirements for all transactions.
- 3.4.10 Contractor shall adhere to standard record and communications formats for financial transactions to ensure the maximum service options to both users of electronic payment options and the County.
- 3.4.11 Tasks to be performed by the Contractor:
  - 3.4.11.1 Provide installation, set-up, and operating upgrades as required; it will be the Contractor's responsibility to accomplish these tasks within a timely acceptance period.

- 3.4.11.2 The Contractor shall submit a project plan to include implementation and training, which will define the necessary steps and proposed timetable to migrate an agency, which is already accepting electronic payments, and an agency that does not. All project plan tasks and their sequences, including training, testing, parallel operations, etc. are to be included.
- 3.4.11.3 The County reserves the right to decide the sequence of individual agency implementation. However, it will seek consultation and advice from the Contractor on the impacts of the chosen sequences.
- 3.4.12 The implementation plan submitted by the Contractor must be applicable to any County agency that is currently seeking to use an electronic payment system. The plan must include:
  - 3.4.12.1 Tasks and their appropriate sequences for migrating the present system to the new system, including identification of files, connectivity, staff training, hardware and software decision points, testing, and any other steps which will ensure a smooth transition between the two systems.
  - 3.4.12.2 Indication of how time requirements for implementation will be affected.
  - 3.4.12.3 Retaining current equipment, if it meets the specifications for the new service.
  - 3.4.12.4 Making no changes on the current service levels, e.g., if the agency accepts in-modes would represent a change in service level.
  - 3.4.12.5 The migration of any files from the old to the new system, e.g., taxpayer identification numbers.
  - 3.4.12.6 Basis for cost associated for the new implementation of the selected agency.
- 3.4.13 To provide a smooth transition from the various services already in existence the Contractor shall work together with the County on the sequence of agency implementation. The Contractor's implementation plan shall include:
  - 3.4.13.1 A recommended period of parallel operations;
  - 3.4.13.2 The steps taken to ensure secure transactions;
  - 3.4.13.3 Training;
  - 3.4.13.4 Site preparations;
  - 3.4.13.5 Installation requirements;
  - 3.4.13.6 Interim and continuing reports; and
  - 3.4.13.7 The measure for indication that the old system and services can be discounted.
- 3.4.14 In order to ensure continual operations, the Contractor shall provide an operations plan, which shall include:
  - 3.4.14.1 Transactions and technologies as required by the County, external impacts '(e.g., new laws, new technical developments, new payment instruments, etc.); and
  - 3.4.14.2 Manuals;
  - 3.4.14.3 The operations plan must include the Contractor's solution for:
    - 3.4.14.3.1 Ensuring the service's security;
    - 3.4.14.3.2 Disaster recovery plan; and
    - 3.4.14.3.3 Meeting evolving industry standards for records, files, accounting practices, and transactions.
- 3.4.15 Contractor shall provide for the following transactions, at a minimum:
  - 3.4.15.1 In Person Transactions: Defined as those who appear at an agency location or desk to present payment, usually with staff assistance, acknowledgement or intervention. A receipt for the transaction must be returned to the customer if

agency/user needs to make this imperative, e.g., the receipt is used for a ticket to an event.

3.4.15.2 Network Facilitated Transactions Via Internet, Telephone, Or Other Communications Channel Linked to The County Or Agency Networks: These payments are defined as those transactions which will be submitted by customer using the Internet, smart phones, other mobile devices, or other connectivity to the County. These transactions will require payer identification authentication, but must not assume County or agency staff assistance, acknowledgement or intervention barring an exception.

3.4.15.3 Voice Phone Transactions

3.4.15.4 Mobile Platform Application Transactions

3.4.16 For each of the transactions specified above, the Contractor shall provide or specify requirements for:

3.4.16.1 Equipment, software, and /or protocols which will:

3.4.16.1.1 Ensure privacy and confidentiality on all transactions;

3.4.16.1.2 Ensure the integrity of the transactions;

3.4.16.1.3 Ensure the integrity of the data being sent, received, and processed;

3.4.16.1.4 Ensure the authentication of the user.

3.4.16.2 Site installation and staff training which will fully prepare staff for the successful operation of all equipment and for informed responses to customer's questions.

3.4.16.3 Records and/or reports that will meet the needs of the participating agency customized on an agency-by-agency basis, conforming to reconciliation requirements.

3.4.16.4 Support levels to ensure continuous operations for all Contractor provided hardware and software. Maintenance support includes, but is not limited to:

3.4.16.4.1 Help Desk access;

3.4.16.4.2 Periodic software fixes;

3.4.16.4.3 Application enhancements;

3.4.16.4.4 Product documentation;

3.4.16.4.5 User training;

3.4.16.4.6 Warranties;

3.4.16.4.7 Consultation

3.4.17 Immediately upon installation or implementation and continuing throughout the term of this contract, the Contractor shall provide:

3.4.17.1 Full user and technical documentation, including record and file formats;

3.4.17.2 Network conventions for any networks the Contractor may have installed in the course of the service provision;

3.4.17.3 Equipment requirements; and

3.4.17.4 Any other information that may be required to continuously operate the program successfully, regardless of potential Contractor changes resulting from future competitive efforts.

3.4.18 Consulting Services: The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 a.m. and 5:00 p.m., Monday through Friday, Eastern Standard Time, throughout the term of the contract and occasionally outside these hours for a major IVR or online payment breakdown.

3.4.19 The County accepts POS payments at five locations currently which include the landfill, cashiering office, annual Wine in the Woods event, Health Department, and Department of Inspections, Licenses and Permits. Unique requirements may exist at some of the locations.

- 3.4.19.1 Real and Personal Property Taxes (Munis - enables finance to load files created by State Department of Assessments and Taxations to complete Real and Personal Property Tax Billing)
- 3.4.19.2 Water and Sewer (Uilli – mobile application and web portal, SAP – retrieve payments every 15 minutes from merchant service provider)
- 3.4.19.3 Department of Inspection, Licensing and Permits (Accela Citizen Access System - allow users to electronically effect payments using credit cards)
- 3.4.20 The County desires third party processing services for processing of credit cards via telephone, Interactive Voice Response (“IVR”) Systems, Internet services, in-person and by mail to pay taxes, fines, and non-tax related fees to the County. It is desired that the over-the-counter services utilize a "swipe" machine.
- 3.4.21 The Contractor shall provide all services and ongoing maintenance at no cost to the County and pay all discount fees and any other fees, if applicable, on behalf of the County.
- 3.4.22 The Contractor may charge appropriate service or transaction fees to customers who authorize a payment through the third party credit card processor. These fees shall cover the cost of services to the County.
- 3.4.23 In addition, the Contractor must meet the following criteria, or provide an alternative solution that is at least equal to the requirement. It shall be the decision of the County as to what is determined to be "equal":
  - 3.4.23.1 If the Contractor offers an Interactive Voice Response (IVR) Credit Card Payment application, the Contractor's application will include the entire system and on-going maintenance at no cost to the County.
  - 3.4.23.2 If the Contractor offers an Internet payment application linked to the taxes web site, the Contractor will be responsible for encryption and security for Internet transactions. Contractor will assume all risks and liability associated with securing and maintaining credit cards or other electronic payment information transmitted to the Contractor's Internet site. The Contractor is responsible for providing technical and functional recommendations about internet security which the County must employ to safeguard the payment process.
  - 3.4.23.3 The Contractor's system shall require the taxpayer or customer to enter a County specified account number or identifier in order for the County to post the payment to the appropriate accounts receivable. Contractor shall validate the account number in accordance with County specifications that may include calculation of a check digit. The County will not require the Contractor to match account numbers against the County's database.
  - 3.4.23.4 If the County receives an invalid account number, e.g., an account number that cannot be posted to the County's records, the Contractor will assist the County in identifying the taxpayer who submitted the payment. The County will notify the Contractor of the bankcard numbers that could not be posted. The Contractor will notify the County of the customer's information (name, address, telephone number and e-mail address). The County will be responsible for contacting the customer and determining the intent of the payment.
- 3.4.28 The Contractor shall electronically deposit funds, in their entirety, into the County's bank account designated by the County's Department of Finance.
- 3.4.29 The County's preference is that the Contractor collects the taxes or fees and any service or transaction fee or processing charge directly from the taxpayer or customer and remits only the tax or fee amount to the County.
- 3.4.30 The Contractor shall provide, to the County, for each payment, the account number and other identifier, the related dollar amount paid, and the date the bill or account was paid.

- 3.4.31 The Contractor shall be responsible for routing the County's funds to the County's designated bank account via Automated Clearing House (ACH) transaction within one working day of receipt of the transaction information from the customer.
- 3.4.32 There is to be no installation of the Contractor's system on the County side.
- 3.4.33 All caller access for IVR, internet, and telephone is to be through a toll-free telephone service.
- 3.4.34 The Contractor shall develop scripts in accordance with County directives. A sample script shall be provided with the Contractor's proposal.
- 3.4.35 The Contractor shall be responsible for the storage and retrieval of all transactions for a minimum of 36 months from the date of the transaction.
- 3.4.36 The Contractor shall electronically transmit to the card processing center all transactions in real-time as the transaction occurs. Contractor shall balance and reconcile each day's electronically captured transactions on a daily basis.
- 3.4.37 In the event of a reversal or rejected credit card transaction, the County shall only be charged the amount of the County's original transaction. Contractor shall be responsible for collecting from the cardholder any service fee associated with the charge back.
- 3.4.38 The Contractor shall identify the County's billing agency as the merchant of record on the customer's credit card statements.
- 3.4.39 PCI DSS Compliance:
- 3.4.39.1 Describe how the proposed solution meets the requirement to support end-to-end traceability of a transaction, regardless of the number of vendor "partners" involved. Describe the security measures used to prevent unauthorized user access to either the system or the data.
- 3.4.39.2 Provide evidence that the Contractor, including all subcontractors and third-party processors are in compliance with all applicable PCI DSS Level 1 standards including any supporting documentation verifying certification as PCI DSS compliant by a third-party assessor.
- 3.4.39.3 PCI is the starting point. Please describe what efforts your company takes above and beyond the PCI measures to ensure the integrity, security and privacy for the county and customers information? Please include the following items in your response: What audit trails exist that can be provided to the county? What are the fraud protection measures? What systems change control documentation do you employ and is it available to the county? What kind of audit trails and reports do you employ and are they available to the county?
- 3.4.39.4 Provide the appropriate documentation of PCI DSS compliance for all involved parties. Provide an SAS70 Type I or II for the proposed application, a third party auditor's opinion regarding compliance, or a comparable report (*SSAE No. 16*). Also include the Attestation of Compliance from all related business partners in delivering this service to the County.
- 3.4.39.5 Identify the firm's PCI DSS support structure, including the compliance team, relevant backgrounds, and professional certifications. The proposal shall also include a description of how the firm supports merchants' PCI DSS compliance efforts.
- 3.4.39.6 What resources are available to the County for assistance with PCI DSS compliance?
- 3.4.39.7 Who is the customer contact for PCI DSS compliance the company can refer to for questions?
- 3.4.39.8 What percentage of the Contractor's clients are PCI DSS compliant?
- 3.4.39.9 How does the Contractor support clients who have experienced a PCI DSS violation? Provide examples.

3.4.39.10 If the Contractor currently provides any online merchant portal services for transaction initiation, or for other reporting activities, provide the PCI DSS compliance status of each portal service, as well as any third-party assessment of the portal.

3.4.39.11 What technologies or other services does the Contractor recommend its clients adopt to minimize the compliance burden imposed by PCI DSS?

3.5 Additional Services:

Contractors are encouraged to suggest other services or improvements that the County has not requested and explain their potential benefit. The proposed services and associated fees shall be provided on a separate sheet with the price proposal.

4 PRE-PROPOSAL CONFERENCE:

4.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged.

4.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.

4.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Robin Fewell at [rfewell@howardcountymd.gov](mailto:rfewell@howardcountymd.gov) and referencing this solicitation and number.

4.4 If there is a need for language interpretation and/or other special accommodations, please advise Robin Fewell at [rfewell@howardcountymd.gov](mailto:rfewell@howardcountymd.gov) so that reasonable efforts may be made to provide special accommodations.

5 INQUIRIES AND ADDENDA:

5.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than the date specified in Section A.

5.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing) to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page.

6 CONTRACTOR'S QUALIFICATIONS:

6.1 Contractors must be engaged in general banking, lockbox and/or merchant services and must have been actively engaged in this type of business for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.

6.2 The County reserves the right to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.

6.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of

the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

## 7 BACKGROUND CHECKS AND INVESTIGATIONS

- 7.1 If a Contractors' employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
- 7.2 The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.
- 7.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.
- 7.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 7.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 7.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

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

9 **ESTIMATED ANNUAL CONTRACT VALUE:** The estimated annual contract value group for this contract is **D** as defined by the schedule below:

- A - \$30,000 to \$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

10 **PRICE ADJUSTMENT:**

- 10.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 10.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
- 10.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price*

*Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.*) The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.

- 10.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 11 EXCLUSIVITY:
- 11.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor(s) and the Contractor(s) shall be obligated to furnish the goods and/or services as stated.
- 11.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.
- 12 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.
- 13 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 13.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.
- 13.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 13.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 13.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 13.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured must be shown on the certificate.
- 13.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 13.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.

- 13.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

14 METHOD OF ORDERING:

- 14.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 14.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

15 EVALUATION OF OFFERS:

- 15.1 The County intends to make awards to the responsible Contractor(s) whose proposals represent the best value to the County on a lump sum basis, individual item basis, groups of items basis, or any combination basis, which best meets the needs of the County.

Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance:

- 15.1.1 Proposal I - Banking Services (Based on minimum requirements for Banking Services, Section G, if any questions are answered with "no", the evaluation is ended and no further consideration shall be given.):

- 15.1.1.1 Compatibility of the proposed solution with the County's operating needs as listed in Contractors Requirements, Banking Services;
- 15.1.1.2 Experience and technical competence of the firm in performing similar services;
- 15.1.1.3 Process and response time for issue resolution and escalation;
- 15.1.1.4 Process for Electronic Bill Presentment;
- 15.1.1.5 Utility and accessibility of online tools, including reports and user-initiated actions;
- 15.1.1.6 Detailed implementation and transition plan;
- 15.1.1.7 Demonstrated community outreach programs;
- 15.1.1.8 Completeness of proposal; and
- 15.1.1.9 Price

- 15.1.2 Proposal II - Lockbox Services:

- 15.1.2.1 Compatibility of the proposed solution with the County's operating needs as listed in Contractors Requirements, Lockbox Services;
- 15.1.2.2 Experience and technical competence of the firm in performing similar services;
- 15.1.2.3 Process and response time for issue resolution and escalation;
- 15.1.2.4 Proposed solution for acceptance and processing of EFT files;
- 15.1.2.5 Online viewing capability;
- 15.1.2.6 Detailed implementation and transition plan;
- 15.1.2.7 Completeness of proposal; and
- 15.1.2.8 Price

- 15.1.3 Proposal III - Merchant Services

- 15.1.3.1 Compatibility of the proposed solution with the County's operating needs as listed in Contractors Requirements, Merchant Services;
- 15.1.3.2 Experience and technical competence of the firm in providing similar turn-key electronic payment system services, including any techniques used to transfer

funds which do not require the use of cash, checks, or other physical object transfers;

- 15.1.3.3 Contractor's ability to accept Visa, MasterCard, Discover and American Express, as well as other major credit cards and the inclusion of plans for automated deposit options for recurring and deposit fees;
  - 15.1.3.4 Contractor's approach to the project, including innovativeness;
  - 15.1.3.5 Documented implementation plan with continued and uninterrupted operations;
  - 15.1.3.6 Documented PCI DSS compliance;
  - 15.1.3.7 Completeness of proposal; and
  - 15.1.3.8 Price
- 15.2 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 through presentations and/or oral discussions.
- 15.3 The County may enter into negotiations with the 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, email or written communications, or any combination thereof, at the County's sole discretion.
- 15.4 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 solicitation fully and with forthrightness at the time of submission.
- 15.5 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team 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.
- 16 **IMPLEMENTATION SCHEDULE:** The Contractor(s) shall include as part of their bid, an implementation schedule and timeline to transition the County's current services.
- 17 **BILLING AND PAYMENT:**
- 17.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Finance, 3430 Court House Drive, Ellicott City, Maryland 21043. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
  - 17.2 Each invoice shall include the following information:
    - 17.2.1 Contractor's name;
    - 17.2.2 Address;
    - 17.2.3 Federal tax identification number;
    - 17.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
    - 17.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
    - 17.2.6 Contract line number;
    - 17.2.7 Unit price and extended price (unit price must match a contract line); and
    - 17.2.8 Description of goods provided and/or services performed.
  - 17.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
  - 17.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.

- 17.5 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 17.6 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 17.7 Please provide a sample invoice that complies with paragraph “Billing and Payment” with response. See Exhibit II for sample invoice.
- 17.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

## SECTION E

### SUBMISSION REQUIREMENTS

- 1 INSTRUCTIONS:
- 1.1 All proposals 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. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.**
  - 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
  - 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
  - 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
  - 1.5 The Foreign Services Disclosure Form must accompany proposal for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
  - 1.6 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)).
  - 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.
- 2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and four copies of the complete proposal, to the Issuing Office prior to the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:
- 2.1 Technical Submittal
    - 2.1.1 Section F, (Technical Proposal Cover Page)
    - 2.1.2 Section F, (Contractor Qualification Information)
    - 2.1.3 Section H, (Affidavit)
    - 2.1.4 For Banking Services, Contractors shall include sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:
      - 2.1.4.1 A one-page resume of the Contractor's officers who will be assigned to handle service-related problems and provide assistance to the County. A job responsibility description shall be provided for each employee assigned to the

account. One employee shall be identified as the primary contact for the resolution of day-to-day problems.

- 2.1.4.2 List of three clients for whom the Contractor has provided general banking services during the past 24 months. Clients may be contacted. Government references would be preferred, but any organizations using the types of services requested are acceptable.
- 2.1.4.3 The Contractor's proposal response to the County's service requirements as described in this solicitation.
- 2.1.4.4 Implementation plan including a transition plan to a new Contractor.
- 2.1.4.5 Brief narrative describing the Contractor(s) and past performances.
- 2.1.4.6 Proof of a credit rating of "C-" or better for the most recently published quarter period from LACE Financial Corporation or a comparable rating from a national and independent rating agency which rates banks.
- 2.1.4.7 Description of financial ability and resources available to meet collateral requirements as described in Section 9.1.6.
- 2.1.4.8 Description of the Contractor's online systems for user initiated actions and reports that will be available to County users.
- 2.1.4.9 List of the Contractor's branches located within the County and the surrounding area or the alternative depository plan for the County. This plan could include courier service pick up or other ideas currently used by your organization to facilitate customers.
- 2.1.4.10 Description of controlled disbursement and positive pay processes or alternative proposals to assure the County of funds needed 24 hours in advance and the ability to keep fraud at a minimum.
- 2.1.4.11 Operational plan including overdraft policies, wire transfers, information delivery systems, capability to direct send items to provide faster funds availability, and other operating procedures.
- 2.1.4.12 A description of the Contractor's proposed procedures for the processing of returned deposit items. Will returned items be automatically presented a second time? If yes, in what time period? Is there a more expeditious method to handle returned items?
- 2.1.4.13 A copy of the Contractor's availability schedule (number of days required for clearance of a deposited check).
- 2.1.4.14 A description of the types of deposit bags the Contractor requires. Do you provide these bags? Do you charge a fee for these bags? If yes, please list in the pricing proposal.
- 2.1.4.15 The Contractor's disaster recovery program for depository services.
- 2.1.4.16 Detailed description of how the earnings credit rate is determined for compensating balances.
- 2.1.4.17 Detailed description of how the compensating balance is determined and how the compensating balance is administered.
- 2.1.4.18 Contractor shall describe its process for handling large scale ACH payments for general disbursements or any other service products it offers that could enable

the County to establish ACH payments as a primary and/or preferred source of payment for general disbursements.

2.1.4.19 A copy of the most recently filed Community Reinvestment Act (“CRA”) performance evaluation/rating for the Contractor for both the State of Maryland and the Metropolitan Area (MSA 12580).

2.1.4.20 A description of the Contractor’s customer outreach efforts, overall and in Howard County, as included in the determination of the Contractor’s service test rating for the CRA. The description of the outreach efforts should include an identification of the relevant programs; a description of the program including its scope; and a statement describing its efficacy.

2.1.4.21 Contractors must describe their specific community outreach efforts. Contractors shall be required to conduct regular outreach efforts within the County designed to foster and encourage financial literacy among County residents. Such outreach efforts shall be conducted at least annually and include workshops, seminars, and printed and/or web-based informational material appropriate to this objective.

2.1.4.22 Contractors are encouraged to suggest other services or improvements that the County has not requested and explain their potential benefit. The proposed services and associated fees shall be provided on a separate sheet included with the price proposal.

2.1.5 Lockbox Services - Contractor’s proposals for lockbox services shall minimally include:

2.1.5.1 A one-page resume of the Contractor’s personnel who will be assigned to handle service-related problems and provide assistance to the County. A job responsibility description shall be provided for each employee assigned to the account. One employee shall be identified as the primary contact for the resolution of day-to-day problems.

2.1.5.2 Brief narrative describing the Contractor’s past performances.

2.1.5.3 Description of the Contractor’s process for issue resolution and escalation. The process description should describe normal response times the County should expect when requesting assistance by the Contractor.

2.1.5.4 Contractors must describe their ability to accept electronic file transmissions from bill payment service providers for banks and other financial institutions on behalf of the County.

2.1.5.5 Online viewing capabilities and information.

2.1.5.6 Implementation plan and transition plan from the County’s current services Contractor.

2.1.5.7 Contractors are encouraged to suggest other services or improvements that the County has not requested and explain their potential benefit. The proposed services and associated fees shall be provided on a separate sheet.

2.1.6 Merchant Provider Services- Contractor’s proposals for merchant provider services shall minimally include:

2.1.6.1 A brief overview of the company/firm.

2.1.6.2 Summaries of at least two projects (a maximum of two pages for each summary) similar and size and scope. Include an overview of the project, outcomes, successes, challenges, etc.

- 2.1.6.3 A proposed plan and approach for completing each of the required tasks including the individuals who will be assigned to complete the tasks.
- 2.1.6.4 The proposed project schedule including methods and procedures as to how the schedule will be maintained.
- 2.1.6.5 A recent copy of the firm's rate schedule for transaction costs, customer charges and any other fees related to the proposed system.
- 2.1.6.6 Resumes of the key personnel who will be specifically assigned to the County's account.
- 2.1.6.7 PCI DSS Compliance:
- 2.1.6.7.1 Describe how the proposed solution meets the requirement to support end-to-end traceability of a transaction, regardless of the number of vendor "partners" involved. Describe the security measures used to prevent unauthorized user access to either the system or the data.
- 2.1.6.7.2 Provide evidence that the Contractor, including all subcontractors and third-party processors are in compliance with all applicable PCI DSS Level 1 standards including any supporting documentation verifying certification as PCI DSS compliant by a third-party assessor.
- 2.1.6.7.3 PCI is the starting point. Please describe what efforts your company takes above and beyond the PCI measures to ensure the integrity, security and privacy for the county and customers information? Please include the following items in your response: What audit trails exist that can be provided to the county? What are the fraud protection measures? What systems change control documentation do you employ and is it available to the county? What kind of audit trails and reports do you employ and are they available to the county?
- 2.1.6.7.4 Provide the appropriate documentation of PCI DSS compliance for all involved parties. Provide an SAS70 Type I or II for the proposed application, a third party auditor's opinion regarding compliance, or a comparable report (*SSAE No. 16*). Also include the Attestation of Compliance from all related business partners in delivering this service to the County.
- 2.1.6.7.5 Identify the firm's PCI DSS support structure, including the compliance team, relevant backgrounds, and professional certifications. The proposal shall also include a description of how the firm supports merchants' PCI DSS compliance efforts.
- 2.1.6.7.6 What resources are available to the County for assistance with PCI DSS compliance?
- 2.1.6.7.7 Who is the customer contact for PCI DSS compliance the company can refer to for questions?
- 2.1.6.7.7 What percentage of the Contractor's clients are PCI DSS compliant?
- 2.1.6.7.8 How does the Contractor support clients who have experienced a PCI DSS violation? Provide examples.
- 2.1.6.7.9 If the Contractor currently provides any online merchant portal services for transaction initiation, or for other reporting activities, provide the PCI DSS compliance status of each portal service, as well as any third-party assessment of the portal.

2.1.6.7.10 What technologies or other services does the Contractor recommend its clients adopt to minimize the compliance burden imposed by PCI DSS?

2.2 Price Submittal

2.2.1 Section F, (Price Proposal Pages)

2.2.2 Section I, (Wage Requirement)

- 3 ELECTRONIC AND HARD COPIES: Contractors shall submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information Section C, Paragraph 19, be added to the electronic copy.
- 4 SAMPLE INVOICE: Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 17.2.
- 5 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.

**SECTION F**  
**TECHNICAL PROPOSAL COVER PAGE**

TITLE Banking, Lockbox and Merchant Services

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 solicitation, and in the various bid documents:

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

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

ADDRESS: \_\_\_\_\_  
Street City State Zip

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

EMAIL ADDRESS: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): \_\_\_\_\_

TITLE OF COMPANY SIGNATORY (Printed): \_\_\_\_\_

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** \_\_\_\_\_

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise?  YES  NO

If yes, indicate the type of minority ownership:

- |   |   |  |                                 |
|---|---|--|---------------------------------|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Disabled        | <input type="checkbox"/> Eskimo |
| <input type="checkbox"/> Female           | <input type="checkbox"/> Hispanic       | <input type="checkbox"/> Native American |                                 |

Is the company certified? If yes, indicate the certification(s) held:

- Howard County Government     MD Dept. of Transportation     City of Baltimore     Other

Certification Number(s) and Expiration Date(s): \_\_\_\_\_

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)?  YES  NO

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

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

The company will accept Visa procurement cards:  Yes  No

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

**SECTION F**  
**TECHNICAL PROPOSAL COVER PAGE**

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

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

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

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

**ACKNOWLEDGEMENT OF ADDENDA:** The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. To check for addenda go to: [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

Number: \_\_\_\_\_ Date: \_\_\_\_\_                      Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Number: \_\_\_\_\_ Date: \_\_\_\_\_                      Number: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

**SECTION F****PRICE PROPOSAL PAGE 1**

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

**Proposal I – Banking Services**

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

TITLE: Banking, Lockbox and Merchant ServicesNIGP CODE/PRODUCT CODE: 946-25, Financial Services, Banking Services

ITEM NO.	TMA Code	SERVICE DESCRIPTION BANKING SERVICES	Average Monthly Volume <sup>2</sup>	U/M	UNIT PRICE (No more than 2 Decimal Places Allowed)	Monthly Cost (Volume x Unit Price =)
<i>Depository Services</i>						
1	010000	Account Maintenance	8	ea		
2	100000	Banking Ctr Deposit	154	ea		
3	100007	QBD/Night Drop Deposit	34	ea		
4	100100	Vault Deposit	130	ea		
5	100100	Item Processing Deposit	250	ea		
6	010100	Debits Posited - Other	1	ea		
7	100502	Deposit Correction - Non-Cash	3	ea		
8	150102	General Checks Paid Truncated	992	ea		
9	150100	General Checks Paid - Not Truncated	1	ea		
10	010306	Direct DDA Statement per Account	2	ea		
11	150400	Direct Paid item inquiry	2	ea		
12	010000	Transfer Master Account Maintenance	1	ea		
12a	010000	Transfer Subsidiary Account Maintenance	1	ea		
12b	010000	Depository + Sub Account Maintenance	23	ea		
13	100411	Returns – ERIN (transmission of MICR line info)	93	ea		
14	100400	Returns - Chargeback	55	ea		

15	100402	Returns - Reclear	66	ea		
16	100402	Returns - Reclear Service Fee	24	ea		
17	100401	Returns - Store Processing	72	ea		
18	10021Z	Checks Deposit Pre-Encoded Items	20,477	ea		
19	10022Z	Checks Deposited	8,623	ea		
19a	100210	Cks dep on US	6	ea		
19b	100214	Cks dep all others	22	ea		
20	100228	Encoding surcharge	24	ea		
21	100230	Checks Deposit Rejects	63	ea		
22	100230	Checks Deposit Rejects >.8%	31	ea		
23	150410	Stop Pay Automated <=12 months	10	ea		
24	010100	Debit Posted - electronic	27	ea		
25	010101	Credits posted - other	1	ea		
25a	010101	Credit Posted - electronic	204	ea		
26	150420	Stop Pay manual <= 12 months	1	ea		
27	250703	Direct Account Transfer	651	ea		
28	100200	ICL Transmission deposit	9	ea		
29	100229	IRD Deposited Items	218	ea		
30	100229	Image Deposited Items	2,850	ea		
<i>Commercial Deposits - Cash Vault</i>						
31	100104	Envelope Deposit Detail	1	ea		
32	10001A	Curr/Coin Dep/\$100 - QBD-ND	141	ea		
32a	100144	Curr/Coin Dep/\$100 - BKG-CTR	402	ea		
32b	100144	Curr/Coin Dep/\$100 - Vault	2,408	ea		
32c	100111	Coin Deposit - Non Std Bag - Vault	12	ea		
33	100148	Currency Supp/\$100 - Nonstd vault	108	ea		
33a	100501	Deposit Correction - Cash	12	ea		
34	100144	Coin Supplied/Roll - Bking Ctr	1	ea		
35	100144	Coin Supplied/Roll Vault	140	ea		

36	100146	Coin Supplied/Roll -Box-Vlt	2	ea		
37	100141	Change Order Vault	26	ea		
38	100040	Change Order Bkg Center	1	ea		
39	10014A	Currency Supp/\$100- std-vault	2	ea		
40	100049	Currency Supp/\$100 - Bkg Ctr	1	ea		
ACH Services						
41	259999	Optional Reports - Electronic	3	ea		
42	250640	Delete/reversal	1	ea		
43	250000	ACH Monthly Maintenance	1	ea		
44	250302	Return Item - NOC	29	ea		
45	251000	Transmission Setup - Test	1	ea		
46	250000	Monthly Maintenance (E)	3	ea		
47	251000	ACH Setup	1	ea		
48	250501	Input Transmission (E)	12	ea		
49	251040	Input Vendor (Batches) (E)	3	ea		
50	251050	ACH Block/main	32	ea		
51	251050	ACH Block/Filters/ADD/Change	1	ea		
52	250120	ACH Originated Addenda	609	ea		
53	250622	Delete/Reversal Batch	1	ea		
54	250504	Input - PC/Direct (W)	17	ea		
55	250000	Monthly Maintenance (W)	1	ea		
56	250101	Corporate On US Credit (W)	17	ea		
57	250101	Corporate Off US Credit (W)	10	ea		
58	250120	Originated Addenda (W)	27	ea		
59	259999	ACH Std report - electronic	11	ea		
60	259999	ACH Std report - mail	1	ea		
61	250101	Consumer On US Credits (E)	1,279	ea		
62	250101	Consumer Off US Credits (E)	6,610	ea		
63	250100	Consumer On US Debits (E)	795	ea		

64	250100	Consumer Off US Debits (E)	2,556	ea		
65	250101	Corporate on US Credits (E)	50	ea		
66	250101	Corporate off US Credits (E)	169	ea		
67	250201	Credit Received Item (E)	160	ea		
68	250200	Debit Received Item (E)	48	ea		
Controlled Disbursements						
82	150000	Controlled Disbursements Maintenance	1	ea		
83	150102	Controlled Disbursement Checks paid Truncated	1,182	ea		
84	159999	Controlled Disbursement - Funding Credits	21	ea		
Wire Transfer						
85	359999	Direct Wire Maintenance Fee	1	ea		
86	350103	Electronic Wire Out - Domestic	17	ea		
87	350123	Electronic Wire Out - Book DB	3	ea		
88	350300	Incoming Domestic Wire	23	ea		
89	350412	Wire Advice - Mail	2	ea		
90	350550	Customer Maintenance Template Storage	10	ea		
91	350320	Book Credit	1	ea		
92	350202	Bank Assisted Domestic Wire	1	ea		
93	350560	Domestic Investigation	1	ea		
Account Reconciliation						
94	151350	CD ROM Maintenance	3	ea		
95	151351	CD ROM Per Image	2,031	ea		
96	151353	CD ROM per Disk	3	ea		
97	200010	Full Maintenance	2	ea		
98	200305	ARP On-line Statement Short Term	1	ea		
99	200010	Full PPAY Account	2	ea		
100	200110	Full PPAY Item	1,808	ea		
101	159999	PPAY item return other fraud	1	ea		

102	200201	Full Reconciliation Input Items Transfers	1,834	ea		
103	200309	Full Reconciliation Output File Transmission	1	ea		
Information Services						
104	151351	Image Retrieval BA Direct	100	ea		
105	400052	Direct Previous Day Maintenance	1	ea		
106	400055	Direct Current Day Maintenance	1	ea		
107	4000ZZ	Direct Per Account Fee	6	ea		
108	400051	Direct Previous Day Standard Item	1,140	ea		
109	400054	Direct Current Day Standard Item	2,612	ea		
Miscellaneous						
110	999999	Miscellaneous Charges	1	ea		
111	150511	Cashier Checks/Official Checks	1	ea		
112	150500	Non-relationship Customer CK Cashed	2	ea		
113	150514	Money Orders	1	ea		
114	010630	CPA Confirmations per request	1	ea		
<b>TOTAL PROPOSAL PRICE FOR BANKING SERVICES:</b>					\$ _____	

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

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

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

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

**SECTION F****PRICE PROPOSAL PAGE 2****Proposal II – Lockbox Services**

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

TITLE: Banking, Lockbox and Merchant ServicesNIGP CODE/PRODUCT CODE: 946-25, Financial Services, Banking Services

ITEM NO.	SERVICE DESCRIPTION LOCKBOX SERVICES	AVERAGE MONTHLY VOLUME	U/M	UNIT PRICE (No more than 2 decimal places allowed)	MONTHLY COST (Volume x Unit Price =) (No more than 2 decimal places allowed)
1	Remittance Processing - OCR	22,786	EA	\$	\$
2	Remittance Processing - Non-OCR	188	EA	\$	\$
3	Checks Encoded	21,854	EA	\$	\$
4	Keystrokes	155,158	EA	\$	\$
5	Keystrokes - Check Number	797	EA	\$	\$
6	Keystrokes - ABA Routing Number	10	EA	\$	\$
7	Keystrokes - Check Account Number	563	EA	\$	\$
8	Look-ups	560	EA	\$	\$
9	UPS	1	EA	\$	\$
10	Daily Reporting Fee	83	EA	\$	\$
11	Image Fee	1	EA	\$	\$
12	Check/Source Image	22,786	EA	\$	\$
13	Multi Bill Reconciliations	1,761	EA	\$	\$
14	Multi Payment Reconciliations	117	EA	\$	\$
15	Multi Reconciliations	9	EA	\$	\$
16	Set-up Web Based Image Viewer	0	EA	\$	\$
17	Image Viewer	5	EA	\$	\$

**TOTAL PROPOSAL PRICE FOR LOCKBOX SERVICES:** \$ \_\_\_\_\_**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

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

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

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

**SECTION F****PRICE PAGE NO. 3****Proposal III – Merchant Services**

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

TITLE: Banking, Lockbox and Merchant ServicesNIGP CODE/PRODUCT CODE: 946-25, Financial Services, Banking Services**Transactional Charges**

For the following table, Contractors shall either select all percentages of the transaction cost or a flat fee amount per transaction. Contractors shall only complete **one** column in the table below.

<i>Convenience Fee Model</i>	%	Flat Fee
<b>Taxes</b>		
Credit Card		
VISA Debit Card		
eCheck (ACH)		
<b>Water &amp; Sewer</b>		
Credit Card		
eCheck (ACH)		
<b>All Other</b>		
Credit Card		
eCheck (ACH)		
<b>Agency Funded</b>		
Credit Card		
eCheck (ACH)		
<b>Other Fees</b>		
eCheck (ACH) returns		
Chargebacks		

**TOTAL PROPOSAL PRICE FOR MERCHANT SERVICES:** \_\_\_\_\_ % OR \$ \_\_\_\_\_  
 (Sum of all % or all flat fees)

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

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

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

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

**SECTION F**

**CONTRACTOR'S QUALIFICATION INFORMATION**  
**(Must be submitted with the Technical proposal)**

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

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided banking, lockbox and/or merchant services during the past three years.

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

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

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

2. The Contractor has provided the above services for \_\_\_\_ years. (Note: 5 year minimum)

**SECTION G  
PROPOSAL I  
RESPONSE MATRIX FOR BANKING SERVICES MINIMUM REQUIREMENTS**

Please confirm your compliance with the following mandatory requirements (check **Yes** or **No**) and return with your Technical Proposal (If any questions are answered with a “no”, the evaluation is ended and no further consideration will be given.)

Item No.	A. Minimum Requirements for General Banking Services	Yes/No/Specify
1	The Offering Bank is: (a) a bank incorporated under the laws of the State of Maryland, a bank incorporated under the laws of another state, or a National Banking Association, and (b) eligible to do business in the State of Maryland.	
2	The Offering Bank Offeror is not in conservatorship, receivership, or in the possession of a regulatory agency.	
3	The Offering Bank is a member of the National Automated Clearinghouse Association (NACHA).	
4	The Offering Bank is a member of the Federal Reserve System.	
5	The Offering Bank has a minimum credit rating of “A” or better, for the most recently published quarter period, from a national, independent rating agency that rates banks. The Offeror acknowledges they shall be expected to maintain a minimum credit rating of “A” or better for the entire term of the contract.	
6	The Offering Bank shall maintain collateral on all County deposits and investments as required by Article 95, Section 22F of the Annotated Code of Maryland. The Offeror acknowledges the County anticipates daily collateral requirements of approximately seven million dollars (\$7,000,000).	
7	If the County holds compensating balance amounts with the bank, the Offering Bank shall be required to post collateral with the Federal Reserve Bank of Richmond or another custodian acceptable to the County to collateralize the compensation balance(s). The compensating balance(s) will fluctuate monthly. Evidence of the collateral posted shall be provided to the County.	
8	The Offering Bank shall provide audited financial statements for the most recent three (3) fiscal years. The statements must be audited by an independent certified public accounting firm and carry an unqualified opinion by the auditor performing the audit. The Offeror must provide the County with audited financial statements annually with an unqualified opinion by an independent certified public accounting firm.	
9	The Offering Bank can demonstrate that it has performed satisfactorily in previous contracts of similar size and scope or is able to otherwise demonstrate their capability to perform the contract the RFP seeks to establish.	
10	The Offering Bank shall have available for the County’s use an online wire transfer service for both repetitive and non-repetitive wire transfers with guaranteed transaction settlement within 30 minutes of secondary authorization.	
11	The Offering Bank shall provide the County with 24 hours, 7 days a week online access to the County’s accounts via a secured web-site application. The application will be used for several functions including but not limited to: the production of reports, online processing of funds transfers, online processing of stop payment transactions, online viewing of issue exceptions and online review of status of issues. Additionally, the web application shall contain a security module that provides the County the ability to limit users to	

	the application's functions based on the user's roles and responsibilities.	
12	The Offering bank shall provide customer support personnel knowledgeable in the specific customer processes and functions required by the County and shall provide a primary support contact and escalation procedures to ensure prompt resolution of issues.	
13	The Offering Bank shall be required to conduct regular outreach efforts in Howard County designed to foster and encourage financial literacy among Howard County residents. Such outreach efforts shall be conducted at least annually and include workshops, seminars, and printed and/or web-based informational material appropriate to this objective.	
<b>Item No.</b>	<b>B. Merchant Services</b>	<b>Yes/No/Specify</b>
14	Acceptance of VISA, MasterCard, Discover, and American Express payments	
15	Acceptance of other credit cards (specify)	
16	Acceptance of debit (ATM) cards (name)	
17	Acceptance/support of e-checks and over the phone checks	
18	Acceptance of transactions is an available service and is continuous 24 hours per day, 7 days per week (if available hours are different, please specify)	
19	Service provides acceptance/support of automated deposit options for recurring and deposit fees (please specify your service)	
	<b>Transactions With Personal Staff Interface</b>	
20	Accepts/supports in person transactions, defined as those point of sale transactions which take place with a person appearing at an agency location or desk to present payment (name payment types)	
21	Provides a receipt for the in person transactions defined above	
22	Provides 9:00 to 5:00 access to the service in this transaction mode	
	<b>Transactions Via Network</b>	
23	Accepts/supports transactions via Internet (name payment types)	
24	Accepts/supports transactions via touch tone telephones (name payment types)	
25	Accepts/supports transactions via touch screen workstations (name payment types)	
26	Accepts/supports transactions via card swipes on unstaffed workstations (name payment types)	
27	Provides 24 x 7 access to the service in this transaction mode	
	<b>Transactions Over Voice Telephones</b>	
28	Accepts/supports transactions via voice telephones without staff interaction (name payment types)	
29	Accepts/supports transactions via voice telephones with staff interaction (name payment types)	
30	Provides 24 x 7 access to the service in this transaction mode	
	<b>Availability Of Funds</b>	
31	Funds for VISA, MasterCard, Discover, and American Express payments are deposited into the County's account and funds are deposited daily	
32	Funds for debit card payments are deposited into the County's accounts daily	
33	Funds for e-checks and over the phone checks are deposited into the County's account daily	
	Funds collected via periodic and/or automatic payment options	

34	deposited into the County's accounts daily	
<b>Fund Reports/Reconcilements</b>		
35	Customized report formats inclusive of County reference numbers (as specified by the County), time, amount, and fund assignment	
36	Reports issues at agency-defined intervals	
37	Error reports issued on line, real time	
38	Error reports issued daily, automatically print receipts for transactions utilizing swipe cards	
<b>Security</b>		
39	Demonstrated and tested assurances that data integrity is maintained during all steps of the transaction process	
40	Privacy and confidentiality of users is protected during all steps of the transaction process	
41	Archival copies of transaction data maintained for 3 years	
42	User authentication is provided for all transactions	
<b>Support</b>		
43	Provides a structured program of user staff training on County agency site for both technical and functional aspects of using the service	
44	Provides current documentation and operations manual for all facets of user obligations for using the service	
45	Provides 24 x 7 Help Desk assistance	
46	Provides software fixes, application enhancements, product documentation, user training, warranties, and consultation as part of the basic service	
47	Provides and maintains a disaster recovery plan to ensure integrity of all transactions, data, and fund transfers and assures repaid recovery of all operations	
48	Provides support levels to ensure continuous operation for all vendor provided hardware and software	
49	Provides effective promotion, marketing, and community awareness programs to encourage using electronic payment options, e.g., advertising, promotional signs, debit/credit card acceptance logo decal stickers mailing inserts, etc. as part of the basic service	
<b>Planning Process</b>		
50	Meets with agency staff to develop implementation plans on an agency-by-agency basis to meet specific needs	
51	Provides specifications for hardware and software necessary so the County can communicate with vendor for transfer of file information	
52	Assigns designated project managers, customer engineers, and customer support staff for each agency using the service	
53	Availability to begin work within 30 days of contract award	
<b>Operations</b>		
54	Provides a regular awareness program for service users covering emerging technologies. Works with the County to assess evolving opportunities using new technologies.	
<b>Consultation and Development</b>		
55	Availability for consultation and development projects	
56	Please provide the following information: the number and size of sites as similar as possible to Howard County, the number of devices in use and the volume of transactions processed monthly. Provide 3 sites that can be visited. Include names, addresses, and phone numbers for contact.	

**SECTION H**

**AFFIDAVIT**

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_

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

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Rev. 09/25/2013

## SECTION I

### INFORMATION ON HOWARD COUNTY, MARYLAND'S LIVING WAGE REQUIREMENT

#### Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 of the Living Wage Form. Contractors should submit a completed Living Wage Form with the proposal. However, if the Living Wage Form is not submitted with the proposal, the County may request the form of the successful contractor.

The living wage requirements do not apply to an employee:

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

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

#### Current Living Wage Rate in Howard County

As of January 28, 2016, the Living Wage Rate is **\$14.60 per hour**.

#### How the Living Wage Rate is Calculated

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

$$125\% \text{ of } \$24,300 = \$30,375.00 \quad \$30,375.00 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$14.60 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new Federal HHS Poverty Guidelines are published next January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing). It is the contractor's responsibility to ascertain the current rate.

**Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals.** All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

**If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at [purchasing@howardcountymd.gov](mailto:purchasing@howardcountymd.gov) or 410-313-6370.**

**Living Wage Form: Howard County, Maryland Wage Rate Requirements for Service Contracts  
Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)**

**Section 1: Exemptions** Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.

- |  |  |   |
|--|--|---|
| Prime Contr. <input type="checkbox"/><br>Sub-Contr. <input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.<br>Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.<br>Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.<br>Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.<br>Contractor or Subcontractor is a public entity.<br>Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).<br>Contractor or Subcontractor is a regulated public utility.<br>Contract was awarded under a cooperative procurement with another government or organization of governments. |
|--|--|---|

Check here  if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

**Section 2: Certifications**

- If you checked any exemptions in Section 1, skip this section and continue to Section 3.
- If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

**Section 3: Contact Information** Provide your contact information in the space below, then sign and date this form and submit it with your bid.

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

Office of Purchasing Use Only	Contract Title: Banking, Lockbox and Merchant Services		Buyer's Initials: DPH
	Contract No:	Renewal No.	
	Capital Project No:	Contract Term:	

**EXHIBIT I  
HOWARD COUNTY, MARYLAND  
AGREEMENT**

THIS AGREEMENT made by and between Howard County, Maryland [as Purchasing Agent For Howard County Health Department, remove if not applicable], a body corporate and politic, (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 the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services][provide the goods] for the \_\_\_\_\_ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation

2.1. In consideration of the 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
- Contract number (the first two digits are 44XXXXXXXX)
- Purchase Order number (the first digit is 2XXXXXXXX)
- Contract line number
- Unit price and extended price (the unit price must match a line on the contract)
- Description of goods provided and/or services performed.

2.2.1 The proper form of County invoices requires that the necessary information be included on all invoices.

2.2.2 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.

2.2.3 Invoices failing to contain the information enumerated above may be \_\_\_\_\_ returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

- 2.3. 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.

- 2.4. 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.

3. Contractor's Representations and Warranties The Contractor hereby represents the following:

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4. Termination

- 4.1. 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.
- 4.2. 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.

5. Remedies for Default

- 5.1. 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 including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.
9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.
10. Ethics
- 10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
- 10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification.
- 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, 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.
- 13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions and/or this Agreement, the terms set forth in the Agreement shall govern.
14. Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
16. Conflicting Terms
- 16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.
- 16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.
17. Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
18. Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.

- 19. Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 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.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By:

[Insert Name]  
[Insert Title]

Print Name :

WITNESS:

HOWARD COUNTY, MARYLAND, a body  
corporate and politic

Lonnie R. Robbins  
Chief Administrative Officer

By:

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

APPROVED FOR LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014:

INFORMATION TECHNOLOGY APPROVED:

Margaret Ann Nolan  
County Solicitor

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

REVIEWING ATTORNEY:

Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky  
Director of Finance

[Insert Dept. Head Name]  
[Insert Title]

**ATTACHMENT A**  
**SERVICES TO BE PERFORMED**

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

sample

## ATTACHMENT B

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

#### *Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** **Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.**

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

**Code Section 22.204. - Prohibited Conduct and Interests.**

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act; or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:

a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:  
a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;  
b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or  
c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:  
a. Meals and beverages consumed in the presence of the donor or sponsoring entity;  
b. Ceremonial gifts or awards that have insignificant monetary value;  
c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;  
d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;  
e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;  
f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;  
g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or  
h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

**EXHIBIT II**

**SAMPLE INVOICE**

# SAMPLE INVOICE

**Your Company's Name**

Address

Email address

Telephone/Fax Nos.

**Mail Invoice To:**

Howard County Government Contract #: 44XXXXXXXXX

Department/Office Name Purchase Order #: 2XXXXXXXXXX

Address (From the Purchase Order)

Address Performance Period: \_\_/\_\_/13-\_\_/\_\_/14

**Invoice No.:**

**Date:**

**FEIN:**

(For Services)

Cont. PO				%	Net	Quanti	Extende
Line	Item	Goods/Services Description	List	Discoun	Price	ty	d Price
#	#		Price	t			

\_\_\_\_\_ Total

\_\_\_\_\_

**Payment Terms:**

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

*Your Company's Name*

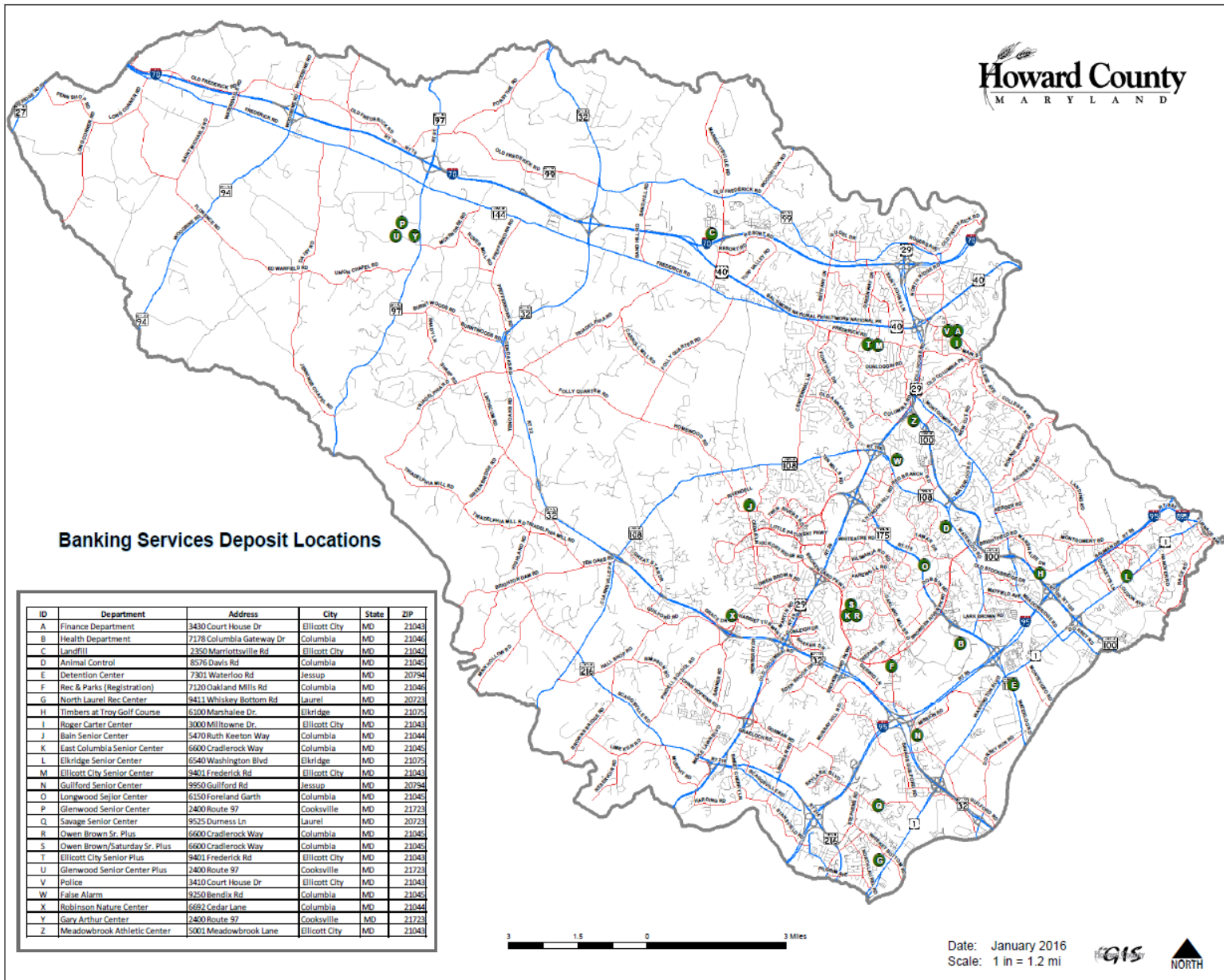
*Address*

*Address*

If you have any questions regarding this invoice, please contact

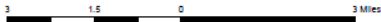
**Your Company's Contact Person's Name** at **Telephone No.** and **Email Address.**

### EXHIBIT III DEPOSIT LOCATION MAP



**Banking Services Deposit Locations**

ID	Department	Address	City	State	ZIP
A	Finance Department	3430 Court House Dr	Ellicott City	MD	21043
B	Health Department	7178 Columbia Gateway Dr	Columbia	MD	21046
C	Landfill	2350 Merrittsville Rd	Ellicott City	MD	21043
D	Animal Control	8576 Davis Rd	Columbia	MD	21043
E	Detention Center	7301 Waterloo Rd	Jessup	MD	20794
F	Rec & Parks (Registration)	7120 Oakland Mills Rd	Columbia	MD	21046
G	North Laurel Rec Center	8411 Whiskey Bottom Rd	Laurel	MD	20723
H	Timbers at Troy Golf Course	6300 Marshalee Dr	Elkridge	MD	21075
I	Roger Carter Center	3000 Milltowne Dr	Ellicott City	MD	21043
J	Bain Senior Center	5470 Ruth Keeton Way	Columbia	MD	21044
K	East Columbia Senior Center	6600 Cradlerock Way	Columbia	MD	21043
L	Elkridge Senior Center	6540 Washington Blvd	Elkridge	MD	21075
M	Ellicott City Senior Center	9401 Frederick Rd	Ellicott City	MD	21043
N	Gulford Senior Center	9950 Gulford Rd	Jessup	MD	20794
O	Longwood Seijor Center	6150 Foreland Garth	Columbia	MD	21043
P	Glenwood Senior Center	2400 Route 97	Cooksville	MD	21723
Q	Savage Senior Center	9525 Durness Ln	Laurel	MD	20723
R	Owen Brown Sr. Plus	6600 Cradlerock Way	Columbia	MD	21043
S	Owen Brown/Saturday Sr. Plus	6600 Cradlerock Way	Columbia	MD	21043
T	Ellicott City Senior Plus	9401 Frederick Rd	Ellicott City	MD	21043
U	Glenwood Senior Center Plus	2400 Route 97	Cooksville	MD	21723
V	Police	3410 Court House Dr	Ellicott City	MD	21043
W	False Alarm	9250 Bendix Rd	Columbia	MD	21043
X	Robinson Nature Center	6693 Cedar Lane	Columbia	MD	21044
Y	Sally Arthur Center	2400 Route 97	Cooksville	MD	21723
Z	Meadowbrook Athletic Center	5001 Meadowbrook Lane	Ellicott City	MD	21043



Date: January 2016  
Scale: 1 in = 1.2 mi



## EXHIBIT IV

## CURRENT COUNTY ACCEPTANCE OF ELECTRONIC PAYMENT SERVICES

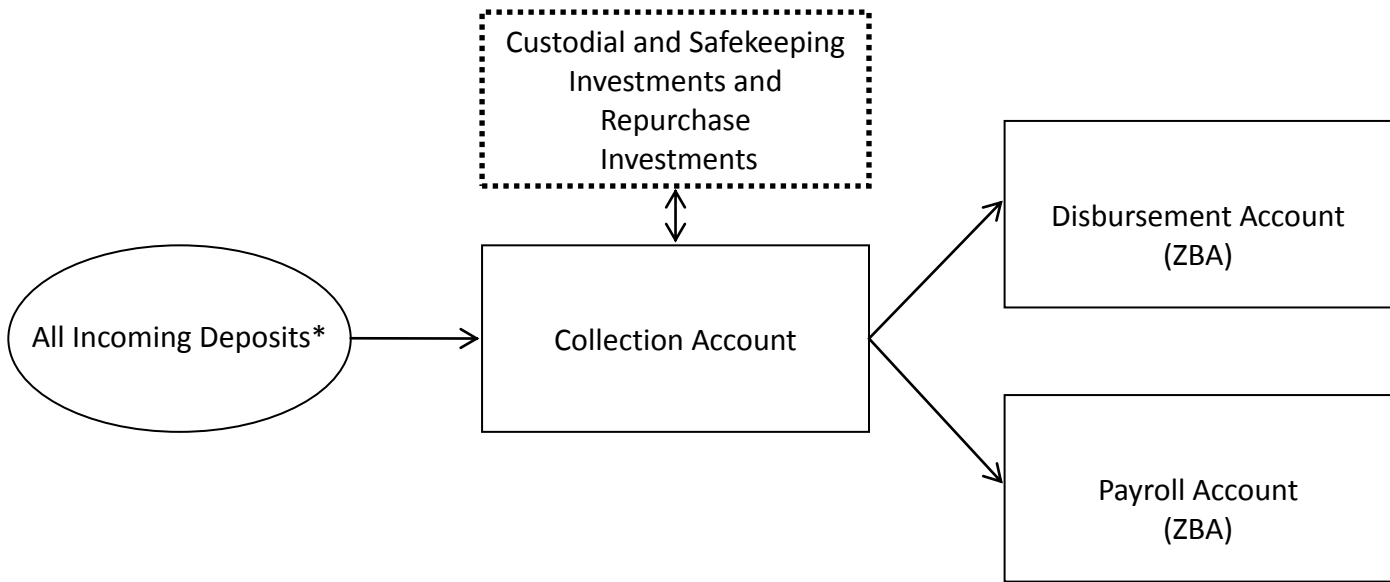
	Online/Telephone IVR				Point of Sale <sup>(1)</sup>				Total Transactions FY 2008 - 2015	
	VISA	Master	American	Discover	VISA	Master	American	Discover	Dollars	Transactions
	Card	Card	Express	Card	Card	Card	Express	Card		
Real & Personal Property Taxes	✓	✓	✓	✓	N/A	N/A	N/A	✓	\$ 43,293,344.35	213,503
Water & Sewer Bills PC	✓	✓	✓	✓	N/A	N/A	N/A	✓	\$ 18,101,794.19	92,892
Water & Sewer Bills Web/IVR	✓	✓	✓	✓	N/A	N/A	N/A	✓	\$ 6,952,915.77	42,872
Water & Sewer Bills Portal Payments	✓	✓	✓	✓	N/A	N/A	N/A	✓	\$ 249,518.50	1,586
ACELA	✓	✓	N/A	N/A	(2)	(2)	(2)	(2)	\$ 11,098,955.56	29,030
Red Light Camera	✓	✓	✓	✓	N/A	N/A	N/A	✓	\$ 6,124,998.25	76,960
Speed Zone Cameras	✓	✓	✓	✓	N/A	N/A	N/A	✓	\$ 1,202,088.00	30,055
Health Department	N/A	N/A	N/A	N/A	✓	✓	✓	✓	\$ 972,181.37	18,281
Landfill	N/A	N/A	N/A	N/A	✓	✓	✓	✓	\$ 2,661,601.65	63,593
Wine-in-the-Woods	N/A	N/A	N/A	N/A	✓	✓	✓	✓	\$ 929,725.38	17,040

<sup>(1)</sup> The Point of Sale applications denoted by a ✓ for VISA, Master Card, and American Express represent choices by the agencies involved to accept the deduction of the transaction fee from the amount paid by the customer, thereby allowing the POS transaction.

<sup>(2)</sup> DILP pursuing software changes to its ACELA system to enable POS credit card use.

**EXHIBIT V**

**Howard County Government  
Current Treasury Management Structure**



\* Includes deposits from lockbox provider, incoming wires, and routine cash deposits.

**EXHIBIT VI**  
**SAMPLE PROPERTY TAX BILL**

Department of Finance  
Business Tax Division  
P.O.Box 3370  
Ellicott City, MD 21041-3370  
(410) 313-4083



(front page)  
**Personal Property  
Tax Bill**

Account ID	Customer	Year	Assessment	Bill No.	Bill Date
D00511931	203034	2009	97,646,900	59733	07/15/2010

ATTN: PROPERTY TAX DEPT  
PO BOX 152206  
IRVING, TX 75015-2206

*This bill is for property  
owned as of  
January 1, 2009*

Charge Description	Assessment	Rate Per \$100	Amount
COUNTY TAX	97,646,900	2.535000	2,475,348.92
FIRE TAX - METRO	97,646,900	.338750	330,778.87
<b>Total Tax</b>			<b>2,806,127.79</b>
<b>Discount</b>			<b>0.00</b>
<b>Interest Due</b>			<b>0.00</b>
<b>Prior Payment</b>			<b>2,275,288.40</b>
<b>Total Due</b>			<b>530,839.39</b>

**No Business or Liquor License  
will be issued unless all  
personal property taxes are  
paid.**



Customer	Account ID	Year	Bill No.
203034	D00511931	2009	59733

**Return this coupon with your payment**  
Your cancelled check is your receipt

Make checks payable to: **Howard County Director of Finance**

Check here if your address changed  
& enter changes on reverse side

ATTN: PROPERTY TAX DEPT  
PO BOX 152206  
IRVING, TX 75015-2206

Total Due if remitted by JUL 01, 2010
<b>530,839.39</b>
Total Due if remitted after JUL 31, 2010
<b>538,801.98</b>
Amount Remitted

(back page)

**ASSESSMENT** This bill is based on an Assessment Certification by the State Department of Assessments and Taxation (SDAT) determined from the Schedule of Personal Property filed on behalf of your company. The Schedule listed personal property owned and applicable to your business operation as of January 1 of the year noted on the front of this bill. If a schedule was not filed the assessment was estimated using a previous filing. The company is liable for the enclosed bill, even though it may have ceased operation after January 1 of that year.

**ASSESSMENT QUESTIONS** If you have inquiries concerning the assessment, changes to name and mailing address, or filing an amended schedule, contact the state office handling your account as follows:

Account numbers beginning with "L" - call 410-767-4991  
All other accounts numbers - call 410-767-1170

**INTEREST & PENALTY** Bills for current year taxes that are dated on or before September 1 are considered delinquent if not paid by October 1. A discount of 1/2% of the COUNTY Tax will be allowed if the current year taxes are paid in July. Bills for the current year taxes that are dated October 1 or later are due and payable within 30 days of the bill date after which time they are considered delinquent. County interest (.67%) and penalty (.83%), and State interest (1%) will accrue each month or fraction of a month that the bill remains unpaid. Accounts that are 60 days delinquent will be referred to the Office of Law for collection.

Failure to receive a bill does not relieve you of your liability to pay taxes, interest, or penalty. Scheduled payment dates will not be extended because of delays resulting from assessment appeals.

**PAYMENT** Tax information may be obtained by calling 410-313-4083 or online at [www.howardcountymd.gov](http://www.howardcountymd.gov).

**CREDIT CARD PAYMENTS** Bills may be paid by credit card via our Web Site at [www.howardcountymd.gov](http://www.howardcountymd.gov). A convenience fee will be charged for payments by credit card. This convenience fee varies with the amount of the charge. For example, a payment of \$2,000 carries a \$68 charge while a payment of \$3,500 carries a \$109 charge. See website for exact convenience fee for your payment amount.



**Change of Address:**

If address on the bill is incorrect, please notify us by placing a check mark in the appropriate box on the reverse of this form and entering your new address below. We will forward the change to SDAT.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Mail Payments To:**

P.O. Box 37237  
Baltimore, MD 21297-3237

00002572009900059733600530839398

**EXHIBIT VII  
SAMPLE WATER/SEWER BILL**

DEPARTMENT OF FINANCE  
P.O. BOX 3367  
ELLICOTT City, MARYLAND  
21041-3367



**WATER & SEWER BILL**

Account # 211010452586  
Invoice # 201180443528

Property Location: 8135 CYPRUS CEDAR LN

HEARTSTONE AT VILLAGE CREST  
C/O CONDOMINIUM VENTURE INC  
6300 WOODSIDE CT STE 10  
COLUMBIA MD 21046

**\*\*REMINDER\*\*** As cold weather approaches please familiarize yourself with tips to prevent frozen pipes. Enter "cold weather" in the search box at [www.howardcountymd.gov](http://www.howardcountymd.gov) for a list of suggestions.

PREVIOUS READING DATE	PRESENT READING DATE	NUMBER OF DAYS	TOTAL GALLONS	AVG. DAILY CONS. (GALLONS)	
12/13/2014	03/16/2015	94	0	0	
(USAGE " CONSUMPTION x RATE)	PREVIOUS READING	PRESENT READING	CONSUMPTION {100 CUBIC FEET}	RATE	AMOUNT CHARGED
Balance Forward					0.00
Fire Protection					208.55
				<b>NET AMOUNT</b>	\$ 208.55
				AFTER 04/20/2015	\$ 208.55

TO PAY WITH VISA, MC, AMEX OR DISCOVER CARD  
PLEASE SEE INSTRUCTIONS ON THE REVERSE SIDE OF THIS BILL

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Account # 211010452586

Property Location: 8135 CYPRUS CEDAR LN

Billing Correction on Back

WATER AND SEWER BILL  
MAKE CHECKS PAYABLE TO  
DIRECTOR OF FINANCE, HOWARD COUNTY  
PLEASE WRITE ACCOUNT # ON CHECK

<b>NET AMOUNT DUE NOW</b> \$ 208.55  <b>GROSS AMOUNT AFTER 04/20/2015</b> \$ 208.55
<input type="checkbox"/> Enroll for Round Up <input type="checkbox"/> Make one time Donation to H2O Fund \$

\*see back for details on H2O Fund

HEARTSTONE AT VILLAGE CREST  
C/O CONDOMINIUM VENTURE INC  
6300 WOODSIDE CT STE 10  
COLUMBIA MD 21046

Return Address  
P.O. BOX 37213  
BALTIMORE, MD 21297-3213

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

211010452586 042015 0000020855 6

**ATTENTION**

Water/Sewer charges are billed on a quarterly basis:

1. Charges are based on metered water usage. However, there is an account user charge based on meter size even if there is no water usage. A flat rate is charged for sewer only accounts.
2. Payments must be received in the Department of Finance on or before the net due date to avoid late fees.
3. A 10% late fee is assessed to the unpaid balance if payment is not received in the Department of Finance by the net due date.

If payment has not reached the Department of Finance on or before the due date the gross amount will be applicable and a "Past Due Notice" will be issued. Failure to pay the "Past Due Notice" will result in discontinuance of service. Turn-off and turn-on charges will then be assessed.

Bills are not forwarded. All forwarding addresses must be submitted to the Department of Finance. The forwarding addresses with the postal service do not allow the water/sewer bills to be forwarded. Water/Sewer charges are a property lien. The property owner is responsible for payment of this water and sewer bill. Howard County does not pro-rate between buyer/seller or land lord/tenant.

If you enroll in Round Up, your bill will be rounded up to the nearest dollar when you are billed. You may cancel enrollment at any time on your bill or by contacting the Division of Water and Sewer Billing. You can also make a one-time donation on your bill stub. These donations fund the Help 2 Others (H2O) Fund. For more information see our web site.

If your sewer line has a blockage call the Bureau of Utilities Office (410) 313-4900 before calling a plumber.

I. PAYMENT METHODS:

- Cashier's Office or After Hours Drop Box -the cashier's office is located on the first floor of the George Howard **Building** at 3430 Court House Drive, Ellicott City, MD 21043. The drop box is located to the left of the **main** entrance.
- Direct Debit - Is one of the most convenient ways to pay your Water/Sewer bill. Howard County's direct debit automatically transfers funds from your bank account on your bill's due date. **Visit** our website at [www.howardcountymd.gov](http://www.howardcountymd.gov) or **call** for an application today! 410-313-2058.
- By credit card or electronic check via our web site [www.howardcountymd.gov](http://www.howardcountymd.gov) or by calling 1-800-263-1923. A flat convenience fee of \$4.50 will be assessed by Govolution.



Billing Information.... (410) 313-2058 Maintenance, Repair or Emergencies.... (410) 313-4900

Name & Address Correction

Name \_\_\_\_\_

Street # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

EXHIBIT VIII

RED LIGHT CITATION SAMPLE

RED LIGHT CAMERA FINES PAYMENT COUPON/BILLING STATEMENT



**CITATION**  
**TRAFFIC SIGNAL VIOLATION**

To: [REDACTED]

Please take notice that the vehicle described and pictured herein did not stop for the red traffic signal at the place, date, and time specified. Therefore, under Maryland State Law TA 21-202.1, as the registered owner(s) or lessee (six months or more) you are liable for the violation. Unless you elect to go to court, a civil penalty in the amount of \$75.00 must be paid by the due date shown on this notice.

**PAYMENT OF THE PENALTY AMOUNT FOR THE VIOLATION WILL NOT RESULT IN POINTS AND CANNOT BE USED TO INCREASE YOUR INSURANCE RATES.**

**WARNING: FAILURE TO PAY THE PENALTY SHOWN, OR TO CONTEST LIABILITY DESCRIBED IN THE NEXT PARAGRAPH MAY RESULT IN THE REFUSAL OR SUSPENSION OF THE MOTOR VEHICLE REGISTRATION AND, IN ACCORDANCE WITH THE HOWARD COUNTY CODE, SECTION 21.203, YOU WILL BE LIABLE FOR THE MOTOR VEHICLE FLAGGING FEE AND THE MONTHLY ADMINISTRATIVE HANDLING FEE.**

If you wish to contest this citation, your request for a court date must be received at least five days prior to the payment due date shown below.

If you appear in court, the maximum amount you can be charged is \$100 fine and court costs. Recorded images are evidence of a violation of the Maryland Law requiring that when a traffic light has turned red, a vehicle stop at the near side of an intersection at a clearly marked stop line, or if there is no clearly marked stop line, before entering any crosswalk, or if there is no crosswalk, before entering the intersection.

DATE AND TIME OF VIOLATION	LOCATION OF VIOLATION	VEHICLE TAG
07/21/2009 07:01 AM	EB Snowden @ Oakland Mills	[REDACTED]
VIOLATION NUMBER	AMOUNT DUE	DUE DATE
136548730	\$75.00	09/03/2009

Internet Password: <https://HowardMDOnline.com/public>



A Public Safety Program of the  
**Howard County Department of Police**  
Automated Enforcement Division  
(410) 313-3216



**CERTIFICATE**

I am a duly authorized technician employed by the Howard County Police Department. Based on inspection of the recorded images shown above, the motor vehicle was operated in violation of TA 21-202(h), as evidenced by the above images. Sworn to or Affirmed By:

*Ruben A. Johnson*

ID# 4932

Detach here and return with your payment.



USE THIS FORM TO REQUEST A  
**COURT DATE**

CITATION NUMBER 136548730	DATE DUE 09/03/2009
------------------------------	------------------------

Please note any corrections to your name and address

[REDACTED]



USE THIS FORM TO  
**PAY THE FINE**

CITATION NUMBER 136548730	DATE DUE 09/03/2009	FINE AMOUNT DUE \$75.00
------------------------------	------------------------	----------------------------

Please make check payable to Director of Finance, Howard County

[REDACTED]

000000000136548730000075005