
REQUEST FOR PROPOSALS

RFP NO. 20-2016
CAFETERIA (SNACK BAR) SERVICES (RE-BID)

OPENING: FEBRUARY 24, 2016 AT 11:00 A.M.
PRE-PROPOSAL CONFERENCE: FEBRUARY 17, 2016 AT 10:30 A.M.

BUYER: *Evangeline Bolder, CPPB, Senior Buyer*
PHONE: 410-313-6373 ▪ **EMAIL:** ebolder@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046
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**

RFP Number:	20-2016
RFP Name:	Cafeteria (Snack Bar) Services (Re-Bid)
Issue Date:	February 10, 2016
Buyer:	Evangeline Bolder, CPPB, Senior Buyer ebolder@howardcountymd.gov 410-313-6373
Pre-Proposal Date:	February 17, 2016 at 10:30 a.m.
Pre-Proposal Location and Registration:	Linwood Conference Room, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043 Please register by contacting Karen Aghdassi at kaghdassi@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than at 3:00 p.m. on February 18 2016 Submit questions to: Evangeline Bolder at ebolder@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Proposal Due:	Prior to February 24, 2016 at 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 PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.
Agreement Term:	One year with 9 one-year renewal options
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	N/A

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-6370.

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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

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 RESERVATIONS:

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

- 3 **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.

4 DELIVERY:

- 4.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 4.2 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.
- 4.3 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.
- 4.4 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.

5 GOVERNING LAW:

- 5.1 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.
- 5.2 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.

6 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.

7 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.

8 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.

9 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.

10 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.

- 11 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 PATENTS: 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.
- 13 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 14 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.
- 15 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.
- 16 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.
- 17 LICENSE AGREEMENT:
- 17.1 The County and Contractor must execute a License 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 License Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Lease Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Lease Agreement may result in rejection of the proposal.
- 17.2 Do not fill in or sign the sample License Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.
- 18 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
- 18.1 The County operates under a public information law, which permits access to most records and documents.
- 18.2 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.

19 COOPERATIVE PURCHASE:

- 19.1 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.
- 19.2 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.

20 AWARD NOTIFICATION:

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

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

21 TERMINATION:

- 21.1 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.
- 21.2 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:
 - 1.1 Ellicott City, Maryland is the seat for Howard County Government. Four buildings comprise the Ellicott City government campus: George Howard Building, Carroll Building, Ligon Building, and Warfield Building (Police Headquarters). The George Howard Building houses a food service area for employees and visitors, but that area is currently vacant.
 - 1.2 A food establishment is desired to provide services to a population of over 500 employees, who work in the George Howard, Carroll, Ligon, and possibly the Warfield Building. There are also a number of citizens who frequent these buildings and utilize the facility.

- 2 STATEMENT OF WORK: Howard County, Maryland, (the “County”), seeks a Contractor for Cafeteria Services (the “Contractor”), to furnish a food service area and snack bar operation.
 - 2.1 It is the intent of the County to enter into a contract with a qualified Contractor to manage and operate a food services operation at the Howard Building at 3430 Court House Drive, Ellicott City, MD 21043 as described in the Request for Proposals. (See Exhibits II, III and IV for schematics of the area).
 - 2.2 The County provides no direct subsidy or minimum revenue guarantee.
 - 2.3 The Contractor’s operation shall be similar to other retail breakfast and lunch outlets that cater to local workers. The Contractor shall be fully responsible for management of the facility and for adjusting menus, prices, quality, and service to generate sales, including catering, and special events sufficient to ensure adequate revenue for continued operation. Note that any operation shall comply with regulations set forth under Title 12, Subtitle 18 of the Howard County Code.

- 3 PRE-PROPOSAL CONFERENCE:
 - 3.1 A pre-proposal conference will be held in the Linwood Conference Room, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043 on the date and time specified in Document A to discuss objectives and answer questions relating to this solicitation. Contractor’s attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor’s understanding and ability to meet the County’s Equal Business Opportunity goals as outlined in Section I.
 - 3.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
 - 3.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Karen Aghdassi kaghdassi@howardcountymd.gov and referencing this solicitation and number.
 - 3.4 If there is a need for language interpretation and/or other special accommodations, please advise Karen Aghdassi kaghdassi@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

- 4 SITE VISIT: A site visit has been scheduled to immediately follow the pre-proposal conference. Each Contractor shall completely satisfy themselves as to the exact nature and existing conditions of the food service area in the Howard Building at 3430 Courthouse Drive, Ellicott City, MD 21043 and requirements of the specifications for extent and quality of the work to be performed. Failure to do so shall not relieve the Contractor of its obligation to carry out the provisions of the Agreement. A site visit has been schedule to immediately follow the pre-proposal conference.

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 10 days prior to the bid opening.
- 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 web-site at 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 food service operations and must have been actively engaged in the food service industry for a period of no less than three years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least three years of demonstrated experience of reliability and meets the criteria set forth herein.
- 6.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.
- 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 CONTRACTOR'S REQUIREMENTS:

- 7.1 Manual Food Service – The Contractor shall provide breakfast and lunch to individual employees and visitors on a taxable retail sales basis, Monday through Friday, except designated holidays, from approximately 7:30 a.m. to 2:00 p.m. Exact hours may be negotiated and may be modified to fit customer patterns.
- 7.1.1 Breakfast selections may include but not be limited to, beverages, fruit, breads, pastries, and grilled items such as pancakes, French toast, eggs, and breakfast meats.
- 7.1.2 Lunch selections may include, but not limited to be, beverages, salads, soups, deli sandwiches, grilled/fried foods, and desserts.
- 7.1.3 Manual food service shall not be required on all County holidays, but may be provided if the Contractor so chooses.
- 7.1.4 County Holidays:
- | | |
|----------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents' Day | Veteran's Day |
| Good Friday | Thanksgiving Holiday (2 days) |
| Memorial Day | Christmas Day |
| Independence Day | |
- 7.2 Catering – The Contractor may be asked to do special event catering at meeting rooms in the buildings on campus. Catering costs shall be borne by the requestor, and the Contractor shall bill directly for those services. The County is tax exempt, therefore, no tax shall be applied to invoices

for official events paid for from County funds; other events may be taxable. The County's Tax Exemption number is 30001219. Payment terms for official events are Net 30 Days.

8 CONTRACTOR RESPONSIBILITIES:

- 8.1 Personnel – General – The Contractor shall be fully responsible for providing necessary management and staff and the adequate supervision thereof; the County shall assume no direct control over the employees of the Contractor.
- 8.1.1 The employees, and employees of sub-contractors, shall be legally considered independent Contractors and neither the Contractor nor any employee shall, under any circumstances, be considered agents or servants of the County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, sub-contractors, or any of their employees.
- 8.1.2 The County shall not provide the Contractor or sub-contractors any insurance coverage or other benefits, including Workers' Compensation. Compensation and fringe benefits shall be the sole responsibility of the Contractor, along with compliance with all applicable Federal and State labor negotiations.
- 8.2 Staff – The Contractor shall furnish skilled staff for cooking, preparing, cashiering, dishwashing, and cleaning duties sufficient to ensure prompt and adequate service to patrons. Staff shall be uniformly dressed, with head coverings as necessary, and otherwise prepared for food service operations.
- 8.3 Management – The Contractor shall provide a qualified manager who shall be responsible for day-to-day operations for the facility, including supervision of employees, special event coordination, and care for the facility and equipment. The manager shall be the point of contact for the County for the purpose of coordinating changes in service, approving exceptions to the contract, and resolving complaints.
- 8.4 Equipment and Supplies – The Contractor shall furnish all portable cooking equipment, cash register(s), and other equipment needed to supplement the installed items in the kitchen and serving areas, as well as serving ware, utensils, trays, dinnerware, tableware, linens, menus and signage.
- 8.4.1 The Contractor shall furnish, at its own expense, all food and beverage items, as well as paper goods, small wares, cleaning supplies, and all consumable food, beverages and items for resale, and maintain an adequate operating inventory to assure continuous operation of the facility.
- 8.4.1.1 The Contractor shall, to the extent practicable, purchase and use products with recyclable and post-consumer content level to meet or exceed current EPA standards, and minimize the use of non-recyclable polystyrene products.
- 8.4.1.2 The Contractor shall also use environmentally safe cleaning products that carry a certification such as Green Seal or EcoLogo and be recognized by the Environmental Protection Agency's Design for the Environment Program.
- 8.4.1.3 The Contractor shall maintain a file of Material Safe Data Sheets (MSDS) for any hazardous chemicals stored in the facility.
- 8.4.2 The Contractor shall operate his/her own credit. All inbound shipments shall be to the Contractor's account, in care of the County. Under no circumstances will shipments be made or invoiced to the County.
- 8.4.3 The Contractor shall furnish menu signs to display the price for each food/beverage item, and install them so that they may be easily read from each serving line.
- 8.5 County-Owned Equipment – Upon award, the Contractor shall meet with the County's representative at the facility to prepare an inventory of the installed equipment. The make, model, serial number, and condition of each item shall be noted, and each party shall initial and keep a copy of

the inventory list with the contract file. The inventory shall be repeated periodically and updated as necessary.

8.5.1 In the event of contract termination, the Contractor shall replace all missing items or, at the discretion of the County, reimburse the County for the value thereof.

8.5.2 County owned equipment shall not be removed from the premises for any reason, including removal for repairs, without prior approval of the County.

8.6 Maintenance – The Contractor shall be responsible for routine care, cleaning, maintenance, and repair of the County’s installed equipment.

8.6.1 In the event of equipment malfunction, the County’s Bureau of Facilities shall cooperate with the Contractor to ensure that the problem is not attributable to circuit breakers, concealed wiring or plumbing, etc.

8.6.2 Should a qualified service technician determine that an installed equipment item is beyond economical repair, the Contractor and the County shall jointly determine, on a case-by-case basis, the need for replacement, and the allocation of trade-in value, if any, and cost.

8.6.3 Any County-owned equipment damaged as a result of negligence or abuse by the Contractor’s employees shall be promptly repaired or replaced with an item of comparable design and value, at the Contractor’s expense; in the latter case, the original item and any salvage value thereof remains the property of the County.

8.7 Cleaning – The Contractor shall be fully responsible, at all times, for the cleanliness and sanitation of the kitchen and serving areas, including storage areas and all installed equipment. The Contractor shall be responsible for pest control in the kitchen and serving areas.

8.8 Licenses, Permits, and Taxes – All necessary State and County licenses shall be obtained and paid by the Contractor, who shall reimburse the County for any penalties or expenses incurred by failure to obtain necessary licenses.

8.8.1 The Contractor shall maintain and post a valid food service facility permit, and meet all requirements of the Howard County Code, adhering strictly to all pure food laws and ordinances applicable to facility operations.

8.8.2 The Contractor shall pay all sales, excise, and other taxes related to food service sales, and shall reimburse the County for any penalties or costs incurred by its failure to promptly pay such taxes. The Contractor shall bill sales tax separately to patrons, in accordance with Maryland law.

8.8.3 Under no circumstances shall the Contractor make purchases under the County’s sales or excise tax exemption certificates.

9 COUNTY RESPONSIBILITIES:

9.1 The County shall provide access to the facility, the existing furnishings and major equipment as well as heat, water, drainage, and lighting without charge.

9.2 The County shall provide and pay for the necessary utilities.

9.3 The County shall designate a full time employee as its representative who shall coordinate initiation and control of the contract and serve as the point of contact for the Contractor.

10 CONTRACTOR CONSTRAINTS:

10.1 Access:

- 10.1.1 The County may restrict the hours during which deliveries and sales calls may be made, and designate specific parking areas, entrances and elevators for that purpose.
- 10.1.2 Delivery personnel and other visitors to the Contractor's operation may be required to show identification, to sign in with the security guard(s), to be escorted by authorized Contractor/County personnel, and to display badges/passes.
- 10.1.3 An identification badge shall be issued to each Contractor employee and must be worn whenever the employee is in a Howard County Government Building.
- 10.2 Parking: The County shall provide free parking for Contractor personnel who may be required to display permits for those spaces.
- 10.3 Use of Premises: The food preparation and sales area are for the sole use of the Contractor and may not be offered to any other party without the County's express permission.
 - 10.3.1 The Contractor shall take every precaution against injuries to persons or damage to County property, ensuring that no materials, including empty crates, boxes, etc. on the ground floor loading dock, are left where they shall interfere with County operations, or detract from the appearance of the Howard Building.
 - 10.3.2 No intoxicating liquors shall be kept, sold, or served.

11 BACKGROUND CHECKS AND INVESTIGATIONS

- 11.1 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.
- 11.2 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.
- 11.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.
- 11.4 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.
- 11.5 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.
- 11.6 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.

- 12 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about April 1, 2016 after approval and proper execution of the Agreement documents, with a renewal option for 9 additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.

- 13 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 14 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.
- 15 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:
- 15.1 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.
- 15.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 15.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.
- 16 METHOD OF ORDERING:
- 16.1 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.
- 16.2 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.

17 EVALUATION OF OFFERS

- 17.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to 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.
- 17.2 The first phase will be evaluated based on the following criteria listed in order of importance:
- 17.2.1 Experience of the firm in performing similar services;
 - 17.2.2 Contractor's plan and approach for effective operations;
 - 17.2.3 Marketing plan and quality controls;
 - 17.2.4 Daily menu variety and sample prices;
 - 17.2.5 Qualifications and technical competence of the staff based on résumés;
 - 17.2.6 Local business as defined under the County's Local Business Initiative
(Refer to the following link for more information:
<http://www.howardcountymd.gov/departments.aspx?id=6442481229>)
 - 17.2.7 Completeness of proposal; and
 - 17.2.8 Price.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 18 **REPORTING:** The Contractor shall provide a report by the 10th of each month detailing the sales of the prior month sales activities.

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 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).
 - 1.6 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 five copies of the complete proposal, to the Issuing Office no later than 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 G, (Affidavit)
 - 2.1.4 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:
 - 2.1.4.1 The name, title, address, and telephone number of person(s) who shall be assigned to perform the services under the proposal.
 - 2.1.4.2 Resumes/credentials of the person(s) who shall perform the services required. Credentials may be subject to verification.
 - 2.1.4.3 A transmittal letter setting forth a concise management summary of the offeror's proposal and signed by an individual authorized to bind the firm to all statements therein.

- 2.1.4.4 A brief description of the offeror's specific and recent prior experience with contracts similar in size and scope to the County's requirements.
- 2.1.4.5 A proposed plan for the County's contract, including:
 - 2.1.4.6 The lead-time required before full contract operations can begin, and any assistance by the County that shall be required during that phase.
 - 2.1.4.7 The marketing plan, including the means by which the offeror shall compensate for the limited visibility of the food service area.
 - 2.1.4.8 The merchandising plan, including daily price promotions, take-out services, special events/holidays, and other programs.
 - 2.1.4.9 A sample of both daily and cycle menus (minimum three weeks) with prices proposed for the initial period.
 - 2.1.4.10 Proposed staffing for the County's contract including:
 - 2.1.4.10.1 The resume of the manager proposed and the job description for that position.
 - 2.1.4.10.2 On-site organization chart illustrating the number of staff assigned with titles, hours and brief summary of their responsibilities.
 - 2.1.4.10.3 A description of the offeror's quality control program, including a discussion of how the Contractor will respond to patron feedback. This description may also include food standards, inspection routines, and approaches to sanitation and safety.
 - 2.1.4.10.4 A list of any prior health code violations.
 - 2.1.4.10.5 A list of sub-contractors proposed for the County's contract, with a description of their role in the offeror's program, and other brief information that shall demonstrate their capability. The County encourages the use of minority firms as sub-contractors.
 - 2.1.4.11 Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.
 - 2.1.4.12 A list of at least three (3) recent references of clients for whom the offeror provided services similar in scope and volume. At least one must be a current contract.

2.2 Price Submittal

2.2.1 Section F, (Price Proposal Page)

- 3 **ELECTRONIC AND HARD COPIES:** Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information Section C, Paragraph 18, be added to the electronic copy.
- 4 **SAMPLE REPORT:** Contractors are required to provide a sample sales report with the proposal response.
- 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 License Agreement may be sufficient cause for rejection of the proposal.

- 6 SITE CONDITIONS: The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

SECTION F
TECHNICAL PROPOSAL COVER PAGE

TITLE CAFETERIA (SNACK BAR) SERVICES (RE-BID)

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:

- African American Asian American Disabled Eskimo
- Female Hispanic Native American

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

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

Certification Number(s) and Expiration Date(s): _____

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

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

Delivery 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: _____

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

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 COVER PAGE

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

COMPANY NAME: _____

TITLE: CAFETERIA (SNACK BAR) SERVICES

NIGP CODE/PRODUCT CODE: 962-19 Cafeteria and Restaurant Services

ITEM NO.	SERVICE DESCRIPTION	EVALUATION FORMULA
1	Snack Bar (Cafeteria) Services, Howard Building, County will receive ____% of gross revenue per month when the Contractor's revenue is between \$5,001 and \$10,000 per month	\$7,500 estimated gross revenue per month x ____% = \$ _____ monthly revenue x (approx.) 6 months = \$ _____ revenue
2	Snack Bar (Cafeteria) Services, Howard Building, County will receive ____% of gross revenue per month when the Contractor's revenue is between \$10,001 and \$18,000 per month	\$14,000 estimated gross revenue per month x ____% = \$ _____ monthly revenue x (approx.) 6 months = \$ _____ revenue

When monthly revenue exceeds \$18,000 per month, the County will initiate negotiations with the Contractor on additional tier levels. At the conclusion of negotiations, the County will prepare an amendment to the Agreement for execution by the County and the Contractor.

TOTAL PROPOSAL PRICE FOR ONE YEAR (Item 1 + Item 2) \$ _____

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 professional food 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: 3 year minimum)

SECTION G

AFFIDAVIT

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

Contractor _____

Address _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

AFFIDAVIT V

The Contractor:

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

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

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

Signature

Printed Name

Title

EXHIBIT I**HOWARD COUNTY, MARYLAND
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this "License") is made this _____ day of _____, 20__, by and between **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic and Vendor Name, Vendor Address, Vendor FEIN# 20-2009613 (the "Licensee").

A. The Licensee was the successful bidder, under Request For Proposals #07-2016, to provide cafeteria and food services for the County at the building known as George Howard Building (the "Building"), located at 3430 Court House Drive, Ellicott City, Maryland (the "Property").

B. The County is willing to grant a license to Licensee to use a portion of the lower level of the Building shown cross-hatched on Exhibit A, attached hereto and made a part hereof, (the "License Area"), for use as a cafeteria and food service business.

Now, therefore, for good and valuable consideration, as further set forth in this License, the County hereby grants a license to the Licensee, and the Licensee hereby accepts said license, to the License Area, subject to the terms and conditions set forth herein.

ARTICLE I**Definitions**

1.1 **Defined Terms.** As used in this License the following terms shall have the meanings set forth below, such meanings to be applicable to both the singular and plural form of the terms defined:

1.1.1 "Additional License Fees" means all sums and all amounts of any monetary obligation other than Base Fees which Licensee is obligated to pay to the County under the terms of this License.

1.1.2 "Base License Fee" is the monthly payment defined in Article 3.1 of this License.

1.1.3 "Cafeteria Services" means Licensee's management and operation of cafeteria and food services to be provided at the Building as described in, and in accordance with, the RFP (defined below).

1.1.4 "Commencement Date" means on or about December 1, 2015.

1.1.5 "County Equipment" is all kitchen and cafeteria equipment, building infrastructure equipment, and furnishings listed in Exhibit B, attached hereto and made a part hereof, provided by the County to the Licensee for the operation of the Licensee's cafeteria and food service business in the License Area. Quantities and Serial Numbers to be determined prior to "Commencement Date".

1.1.6 "County's Maintenance" means the management and maintenance of the Building performed by the County or its contractors, pursuant to service contracts negotiated by the County for the maintenance of the Building, including but not limited trash and recycling removal service, maintenance, repair, and replacement of the HVAC, plumbing, electrical and mechanical systems serving the Building, the maintenance, repair, and replacement of the roof, exterior, windows and doors of the Building and the cost of utilities serving the Common Areas, and ice and snow clearing.

1.1.7 "Effective Date of this License" or "Effective Date" means the date that this License has been fully signed by all parties and the License has been fully advertised if required under applicable law.

1.1.8 Event of Default - means an event of default described in Section 10.1 hereof.

1.1.9 "Improvements" mean all structures, fixtures, utility installations, additions, alterations and other improvements constructed, installed or placed in the License Area by the County, including without limitation the Improvements listed on Exhibit C attached hereto. Improvements to be determined prior to "Commencement Date".

1.1.10 "License Fee" means collectively the Base License Fee and any Additional License Fee due and owing.

1.1.11 "License Year" means the year commencing on or about December 1, 2015 and ending on July 31, 2011. Thereafter, if Licensee exercises the renewal options provided for hereunder, the License Year shall mean the year commencing on December 1, 2015 and ending on November 30, 2016, of the following year.

1.1.12 "Legal Requirements" means all Federal, State and Local laws, regulations, ordinances, orders and requirements of the United States Government, the State of Maryland, and/or Howard County (collectively the "Legal Requirements")

1.1.13 "Renewal Term" means the term as set forth in Section 2.3 hereof.

1.1.14 "RFP" means the Request for Proposal for the Requirements Contract for Cafeteria Services, RFP Number: 07-2016

1.1.15 "Term" means either the Original Term and, if the License is renewed, the then applicable Renewal Term.

1.2 Other Terms. All defined terms used in this License which are not defined in this Article I shall have the meanings ascribed to them elsewhere in this License.

ARTICLE II
Grant of License/Term

2.1 Grant of License. The County hereby grants to Licensee a license to use the License Area for Cafeteria and Food Services, more particularly described in Article IV below and the RFP. The Licensee also will have the non-exclusive right, in common with others, to use and enjoy the parking areas, driveways, lower level entrances, walkways, and stairways and other common facilities serving the License Area.

2.2 Term. The initial term of the License shall be for the License Year commencing upon execution of this License (the "Initial Term"). As long as the Licensee is not in default under this License, upon delivering ninety (90) days prior written notice to the County, the Licensee may renew this License for a subsequent License Year, under all of the same terms, provisions and conditions contained in this License. (The Initial Term and all Renewal Terms may be referred to in this License as the "Term", as the case may be.)

2.3 Renewal Term. As long as the Licensee is not in default under the License, the Licensee shall have the option to renew the License for up to fourteen (14) additional terms of a License Year (a "Renewal Term"). The Licensee may exercise the renewal option provided herein by delivering ninety (90) days prior written notice to the County of the Licensee's intention to exercise its option for the Renewal Term prior to the expiration of the Term or any Renewal Term, as applicable.

2.4 Delivery of Possession. The County shall deliver possession of the License Area on the Commencement Date.

2.5 Early Termination. Notwithstanding anything to the contrary contained in this License, the County shall have the right to terminate the License, without showing cause, when the County determines that such termination is in the best interest of the County ("Termination for Convenience"). When exercising its right of Termination for Convenience, the County shall give at least thirty (30) days prior written notice to the Licensee

2.6 Surrender. The Licensee shall at its sole expense, at the expiration of the Term or any earlier termination of this License, (a) promptly surrender to the County possession of the License Area, in good condition and repair (ordinary wear and tear excepted) and broom clean, including without limitation the surrender of all Improvement in good condition, unless otherwise directed by the County to remove certain fixtures and improvements, (b) remove therefrom equipment, signs, furnishings, and all other personal property of the Licensee (the "Licensee's Property"), and (c) repair all damage to the License Area or the Building caused by such removal and surrender.

2.7 Holding over. If the Licensee continues to occupy the License Area after the expiration of the Term or any earlier termination of this License without having obtained the County's written consent thereto, then without impairing any of

the County's rights under this License or applicable law, (a) the Licensee shall pay to the County a monthly Licensee Fee for the License Area, on the first day of each calendar month or portion thereof, in arrears, after such expiration of the Term or such earlier termination of this License until the Licensee surrenders possession, either voluntarily or involuntarily, of the License Area to the County, in an amount equaling two hundred percent (200%) of the amount of the monthly Base License Fee, provided for under this License for the month-to-month term of the License, and (b) Licensee shall surrender possession of the License Area to the County immediately upon the County's demand. Nothing in the provisions of this License shall be deemed in any way to give Licensee any right to remain in possession of the License Area after such expiration or termination of the Term, regardless of whether Licensee has paid any such License Fee to the County. During such holdover period, all other terms and provisions of this License shall apply to the holdover tenancy.

ARTICLE III **License Fee**

3.1 **Amount.** As a Base License Fee for the License Area, the Licensee shall pay to the County a monthly amount, in arrears, as calculated per the percentage formulas provided for in Exhibit D, attached hereto and made a part hereof.

3.2 **Payments.**

3.2.1 The Base License Fee, if not a Zero Dollar (\$0.00), shall be due and payable in twelve (12) consecutive monthly installments, in arrears, on the tenth day of each calendar month, without notice or demand therefore. The first payment of the Base License Fee under this License Agreement shall be made on the tenth (10th) day of the month that follows the first full month of the Term. All payments of the License Fee shall be mailed or delivered as indicated below.

3.2.2 Each payment of a License Fee shall be made promptly when due, without any deduction or setoff whatsoever, and without demand. The Licensee shall pay to the County as an Additional License Fee, for each day on which any License Fee is due but unpaid, (i) a late charge equal to ten percent (10%) of the amount of such late payment, plus (ii) default interest equal to twelve percent (12%) per year for each day that such payment remains due and unpaid. Any payment made by the Licensee to the County on account of a License Fee may be credited by the County to the payment of any License Fee then past due before credited to a License Fee currently falling due. Any such payment which is less than the amount of a License Fee then due shall constitute a payment made on account thereof, the parties hereby agreeing that the County's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or the County's acceptance thereof constitutes payment in full of the amount of a License Fee then due) shall not alter or impair the County's rights hereunder to be paid all License Fees due and payable under this License Agreement in full.

3.3 **Where payable.** Licensee shall pay all License Fees, in lawful currency of the United States of America, to the County by a check payable to the order of the "Director of Finance of Howard County" delivered to 3430 Court House Drive, Ellicott City, Maryland 21043.

3.4 **County's Maintenance Included in the Base License Fee.** The Base License Fee set forth in Section 3.1 includes all of the costs incurred by the County with respect to the County's Maintenance including the costs of insurance, not otherwise required to be maintained by Licensee, and taxes. There shall be no other charges other than Additional License Fees to the County under this License Agreement, unless expressly set forth herein.

3.5 **Janitorial Expenses, Utilities, Water and Sewer.** The Licensee shall contract for janitorial services serving the License Area. The utilities and water and sewer service serving the License Area shall be paid by the County.

3.6 **Taxes.** The Licensee shall pay all sales, excise, and other taxes related to vending and food service sales, and shall reimburse the County for all penalties or costs incurred by its failure to promptly pay such taxes. The Licensee shall bill sales tax separately to patrons, in accordance with Maryland law.

ARTICLE IV **Use of License Area**

4.1 **Use.**

4.1.1 The Licensee shall, continuously throughout the Term, occupy and use the License Area for Cafeteria Services. In its use of the License Area and the common areas of the Building and the Property, the Licensee shall not violate any applicable Legal Requirements. The Licensee shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the License Area, the Building or the Property that is considered hazardous in any way, including without limitation any environmental hazard, or may increase the risk of fire or explosion.

4.1.2 In accordance with Section 8.8 of the RFP, the Licensee, at its own cost and expense, shall obtain all necessary State and County licenses, and the Licensee shall reimburse the County for any penalties or expenses incurred by failure to obtain all such necessary licenses. Further, the Licensee shall maintain and post a valid food service facility permit, and meet all requirements of the Howard County Code, adhering strictly to all pure food laws and ordinances applicable to facility operations.

4.2 Environmental. The Licensee represents and warrants that it shall not use, store or place upon or in the License Area, Building or the Property, nor permit the use, storage or placement upon or in the License Area, Building or the Property of any materials which, under environmental federal, state or local laws, statutes, ordinances or regulations, or court or administrative orders or decrees, or private agreements ("Environmental Requirements"), require special handling in collection, storage, treatment or disposal, including but not limited to other toxic, flammable, hazardous or contaminated substances (collectively "Hazardous Substances"). The Licensee shall indemnify, defend and save the County harmless from all liabilities and claims arising from the use, storage, or placement of any Hazardous Substances upon or in the License Area, Building or the Property if brought or placed thereon by the Licensee, its agents, employees, contractors or invitees. The Licensee shall (i) within five (5) calendar days after written notice thereof, take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all Environmental Requirements, and (ii) within ten (10) calendar days after written demand therefor, reimburse the County for all amounts expended by the County to comply with all Environmental Requirements with respect to the License Area as the result of the Licensee's, or its employees', agents', contractors' or invitees' violation of this section, such reimbursed amounts to include, without limitation, reasonable attorney's fees, fines and/or other penalty payments.

In the event the Licensee is deemed to have violated any of the Environmental Requirements, the County shall have the right and option, after ten (10) days prior written notice to the Licensee, to terminate this License, in which event the County shall retain all rights and remedies hereunder, and the Licensee shall be subject to all liabilities, notwithstanding such termination.

The Licensee has disclosed that it will use cooking oils and grease at the License Area and certain industrial strength cleaners. Licensee's plan for disposal of all such substances, some of which might be considered to be Hazardous Substances, is detailed in Exhibit E, attached hereto and made a part hereof.

4.3 Relocation of License Area. Upon giving Licensee thirty (30) days prior written notice, the County shall have the right to relocate the License Area from its present location to another location within the Building having approximately the same floor area as that of the License Area. The County shall, in such event, at the County's expense, install within the relocated License Area improvements of substantially the same quality and quantity as those made by Licensee or the County to the License Area before the relocation, and on the completion of such installation shall notify the Licensee to relocate Licensee's Property to the relocated License Area. Upon the completion of such relocation, this License Agreement shall automatically cease to cover the space constituting the original License Area and shall automatically and simultaneously cover the space to which the License Area.

ARTICLE V

Insurance, Waivers and Indemnification

5.1 No Increase in risk. The Licensee (a) shall not do or permit to be done any act which might result in either (i) any insurance or policy of insurance of the County relating to the License Area, Building and/or the Property to be voided or suspended, or (ii) the insurance risk and the premium or cost under any the County's self-insurance or such other policy to be increased, and (b) shall pay as an Additional License Fee the amount of any increase in any costs and/or premium for such insurance resulting from any breach of such covenant, within ten (10) days after the County notifies the Licensee in writing of such increase.

5.2 Insurance to be maintained by the Licensee.

5.2.1 The Licensee's Property within the License Area belongs to the Licensee, and the Licensee bears the sole risk of loss of the Licensee's Property. The Licensee shall maintain at its expense, throughout the Term, including any renewals thereof, such policies of insurance acceptable to the County as shall protect the Licensee and the County from claims or losses, regardless of whether such claims or losses result from the Licensee's actions or omissions or those of a contractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following insurance coverage, which may not be all inclusive, shall be maintained:

- a. Worker's Compensation Insurance with limits of coverage as follows:

- (i) Coverage A: Statutory, covering Maryland jurisdiction.
- (ii) Coverage B: \$100,000.

b. Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000 per occurrence.

c. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence, naming the County as an additional insured. Unless deemed unnecessary by the County, the policy shall contain, but not be limited to, the following coverage endorsements:

- (i) Contractual Liability, including contractors
- (ii) Personal and Advertising Injury
- (iii) Products and Completed Operations
- (iv) Broad Form Property Damage
- (v) Fire Legal Liability - Required if Licensee is responsible for License Area

d. Personal Property Insurance covering the Licensee's Property at replacement cost value.

5.2.2 All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.

5.2.3 The Licensee shall assure that all contractors performing services in accordance with the RFP and the Cafeteria Services carry identical insurance coverage as required of the License, either individually or as an Additional Insured on the policies of the Licensee. Exceptions may be made only with the approval of the County, which approval can be withheld in the sole and absolute subjective discretion of the County.

5.2.4 The Licensee shall indemnify the County for any uninsured losses or claims, of any kind whatsoever, relating to License's use of the License Area and/or the Cafeteria Services involving its contractors, agents, employees, officers, invitees, visitors and guests, including without limitation workers' compensation claims.

5.2.5 The Licensee shall not occupy the License Area and/or commence Cafeteria Services until certificates evidencing all required insurance coverage are delivered to the County. Further, the Licensee shall not reduce or cancel or change any of the required insurance coverage without 60 days notice of such change to the County.

Failure to provide and continue to enforce such insurance as required herein shall be deemed to be a material breach of the License Agreement and shall operate as an immediate termination hereof. Further, a default under this Article V is a Class A civil offense and the County Purchasing Agent may take action under the terms and provisions of the RFP.

5.3 Waiver of Claims. The Licensee waives all claims relating to and shall not hold the County liable for any injuries to the employees, servants, agents, contractors or permitted assignees of the Licensee arising during the Term and in anyway relating to, or arising out of, this License Agreement and the Cafeteria Services.

5.4 Evidence of Insurance. At least five (5) days before the Commencement Date, the Licensee shall deliver to the County an original or a signed duplicate copy of each such policy, or at the County's option, a certificate thereof. At least thirty (30) days before any such policy expires, the Licensee shall deliver to the County an original or a signed duplicate copy of a replacement policy therefor, or at the County's option, a certificate thereof; provided, that so long as such insurance is otherwise in accordance with the provisions of this Article, the Licensee may carry any such insurance under a blanket policy covering the License Area for the risks and at least in the minimum amounts specified in this Article V, in which event the Licensee shall deliver to the County two (2) insurer's certificates therefor in lieu of an original or a copy thereof.

5.5 Insurance to be maintained by County. The County shall insure, including self-insurance, the Building throughout the Term as it deems reasonable.

5.6 Waiver of subrogation. If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured, on account of any loss or damage, then such party hereby releases the other party hereto, to and only to the extent of the amount of such proceeds, from all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents or employees; provided, that such release shall be effective only as to a loss or damage occurring while the appropriate policy of insurance of the releasing party provides that such release shall not impair the effectiveness of such policy or the insured's ability to recover

thereunder. Each party hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify the other in writing if such clause cannot be included.

5.7 Liability of parties/Indemnity. Except if and to the extent that such party is released from liability to the other party hereto pursuant to the provisions of Article 5.4, the Licensee shall be responsible for, and shall defend, indemnify and hold harmless the County against and from all liability or all claims of liability, all losses and/or damages, including without limitation reasonable attorney fees, arising out of (a) the Licensee's, its agents', contractors' employees', invitees', visitors' and guests', use of the License Area and/or their acts or omissions in the Building or on the Property during the Term, or (b) any work or thing whatsoever done or not done in the License Area during the Term, or (c) any breach or default by Licensee in performing any of its obligations under the provisions of this License, the RFP, or applicable Legal Requirements or Environmental Requirements, or (d) any negligent, intentionally tortious or other act or omission of the Licensee and/or of any of its agents, contractors, employees, invitees, visitors and guests, during the Term in the License Area and/or Building or on the Property and resulting in any injury to or death of any person or damage to any property.

ARTICLE VI Services, Condition, Maintenance, and Alterations

6.1 Ordinary services. The Licensee shall not, without first obtaining the County's written consent thereto, install within the License Area any electrical machinery or equipment (including, by way of example rather than of limitation, any electrical heating, cooking, water-heating, kitchen, photocopying or refrigeration equipment, electronic data-processing machinery or punch-card machinery), which (a) uses electrical current exceeding 10 amperes at 110 volts, or (b) in any way increases the amount of electricity which would normally be consumed in the License Area when used with the Equipment. Per County requirements, each appliance in the License Area shall operate on separate circuitry.

6.2 "AS IS". The License Area has been inspected by the Licensee and the Licensee accepts the License Area in its "AS IS" condition. The Licensee acknowledges that neither the County nor any agent, employee or contractor of the County has made any representation as to the condition of the License Area, the Building or the Property, or as to the suitability of the License Area for the Licensee's use. The Licensee represents and warrants that the Licensee has made its own inspection and inquiry regarding the condition of the License Area and is not relying on any representations of the County or any agent, employee or contractor with respect thereto.

6.3 Maintenance.

6.3.1 The Licensee, at its sole cost and expense, shall be responsible for the daily routine care, cleaning and maintenance of the License Area and the Equipment and keep the License Area, all Improvements, the Equipment, the Licensee's Property, and nonstructural parts of the License Equipment in a clean, safe and sanitary condition and in good repair and condition, ordinary wear and tear excepted. Further, unless otherwise provided for in this License, the Licensee shall make all necessary repairs and/or replacements to the License Area that result from the use of the License Area for the Cafeteria Services. Prior to making any repairs or replacements as provided for herein, the Licensee shall notify the County of the work that needs to be completed for the County's approval. The County will provide all maintenance services to the County Equipment at no cost to the Licensee, except in the event that the maintenance service, repair and/or replacement are necessitated due to the negligent or wrongful acts or omissions of the Licensee, in which event the Licensee shall pay all costs of the maintenance service, repair and/or replacement.

6.3.2 The County shall be responsible for the County's Maintenance. Notwithstanding anything to the contrary herein, the County shall not be liable to Licensee for any failure, modification or interruption of any utility or maintenance service.

6.4 Improvements.

6.4.1 The Licensee shall not make any Improvements to the License Area, without the prior written consent of the County, which consent may be withheld in the sole and absolute subjective discretion of the County. Unless otherwise agreed upon, the County will construct and complete all Improvements to the License Area as set forth in the RFP and if otherwise approved, and shall be completed by either the County's employees or contractors. All work shall be done at such times as the County may designate. All Improvements (excluding only the Licensee's Property removable without damage to the License Area) shall become the property of the County upon the termination of this License and/or the Licensee vacating the License Area and shall remain upon or a part of the License Area. Those Improvements requiring the County's prior written consent include, but are not limited to, the following:

- (a) cutting, drilling or defacing any wall, the floor or the ceiling, or cutting, drilling or defacing any wall covering, floor covering or ceiling covering;
- (b) installing any equipment or machinery requiring any changes, replacements or additions to the telephone, electrical, heating, air conditioning or plumbing system;
- (c) installing any partitions, built-in cabinets or any light fixtures; or
- (d) painting or installing wallpaper, paneling, carpeting, floor or ceiling tiles, drapes, curtains, blinds, shutters, awnings or other window treatments.

Any such work approved by the County shall be performed in accordance with plans and specifications prepared by the Licensee and approved by the County. The Licensee shall procure, at its sole expense, all necessary permits and licenses before undertaking any work on the License Area and shall perform all such work in a good and workmanlike manner, employing materials of good quality that conform with all applicable Legal Requirements, including without limitation the Americans with Disabilities Act of 1990, and all applicable insurance requirements. If requested by the County, the Licensee shall furnish to the County, prior to commencement of any such work, a bond or other security acceptable to The County assuring that any work by the Licensee shall be completed in accordance with the approved plans and specifications and that all contractors, subcontractors, materialmen and suppliers shall be paid. The County may inspect the work of the Licensee on a regular basis. Upon completion of any such work, the Licensee shall provide the County with "as-built" plans, copies of all construction contracts and proof of payment for all labor and materials, which proof of payment(s) shall include releases of liens from all contractors, subcontractors, materialmen and suppliers. The Licensee shall indemnify, defend and hold the County harmless from all costs, expenses, including reasonable attorneys' and experts' fees and court costs, and from all damages, losses, and claims resulting from or relating to the Improvements.

ARTICLE VII **County's Right of Entry**

The County, its agents, employees and/or contractors, may enter the License Area at any time during business hours and at any other reasonable time (a) to inspect the License Area, (b) to make any alteration, improvement or repair to the Building and/or the Property, or to the License Area, if the Licensee has not made the same to the License Area in a timely manner or in the event of an emergency, or (c) for any other purpose relating to the operation or maintenance of the Building and/or the Property, or of the License Area, if the Licensee has not made the same to the License Area in a timely manner, or in the event of an emergency. Notwithstanding the foregoing, the County shall (i) (unless doing so is impractical or unreasonable because of an emergency) give the Licensee at least twenty-four (24) hours' prior notice of its intention to enter the License Area, and (ii) use reasonable efforts not to interfere more than is reasonably necessary with the Licensee's use and enjoyment thereof.

ARTICLE VIII **Fire and Other Casualties**

8.1 General. If the License Area is damaged by fire or other casualty during the Term, the County may immediately terminate this License, or the County, in its sole and absolute discretion, may restore the License Area to substantially the condition that existed on the Commencement Date, and may temporarily enter any or all of the License Area for such purpose, provided, however, that the County shall not be obligated to repair, restore or replace the Licensee's Property. The County shall provide the Licensee with written notice of the County's decision to terminate this License or to restore the License Area within thirty (30) days from the date of the damage or casualty.

So long as the Licensee is deprived of the use of all of the License Area on account of such casualty, the Licensee Fee that would have accrued during such period shall be abated.

8.2 Licensee's Negligence or Acts. Notwithstanding anything contained in any provision of this License to the contrary, if any damage to the License Area, or the Building, or the Property is caused by or results from the negligent or intentional acts or omissions of the Licensee, those claiming under the Licensee or any of their respective officers, agents, employees, invitees, visitors or guests (a) the License Fees shall not be abated as aforesaid, and (b) the Licensee shall pay to the County upon demand, as Additional License Fees, the cost of (i) all repairs and restoration made or to be made as a result of such

damage, or (ii) if the County elects not to restore the Building, any damage or loss which the County incurs as a result of such damage.

ARTICLE IX
Assignment and Subletting

The Licensee shall not enter into any assignment, sublease, license, concession or other agreement for the possession, use or occupancy of the License Area or any portion of the License Area without the prior written consent of the County, which consent may be withheld in the sole and absolute subjective discretion of the County.

ARTICLE X
Default

10.1 **Definition.** As used in the provisions of this License, each of the following events shall constitute, and is hereinafter referred to as, an "Event of Default" or "Default":

10.1.1 If the Licensee fails to (a) pay any License Fee or any other sum which it is obligated to pay under any provision of this License, when due and payable, or (b) perform any of its other obligations under the provisions of this License; or

10.1.2 If Licensee (a) applies for or consents to the appointment of a receiver, trustee or liquidator of the Licensee or of all or a substantial part of its assets, (b) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they come due, makes an assignment for the benefit of its creditors, (c) files a petition or an answer seeking a reorganization or an arrangement with creditors, or seeks to take advantage of any insolvency law, (d) performs any other act of bankruptcy, or (e) files an answer admitting the material allegations of a petition filed against the Licensee in any bankruptcy, reorganization or insolvency proceeding; or

10.1.3 If (a) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Licensee a bankrupt or an insolvent, approving a petition seeking such a reorganization, or appointing a receiver, trustee or liquidator of the Licensee or of all or a substantial part of its assets, or (b) there otherwise commences as to the Licensee or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) consecutive days after any stay thereof expires; or

10.1.4 If the Licensee fails to occupy and assume possession of the License Area within fifteen (15) days after the Commencement Date, or at any time during the Term vacates or abandons the License Area.

10.2 **Notice to Licensee/ Cure Period.** Notwithstanding anything to the contrary contained in this Article 10, upon the occurrence of an Event of Default, other than the payment of a License Fee, the County shall not exercise any right or remedy on account thereof which it holds under any provision of this License or applicable law unless and until (a) the County has given written notice thereof to the Licensee, and (b) the Licensee has failed within twenty (20) days thereafter to cure such Event of Default, except that in the event of an emergency, an environmental breach or a lapse of insurance, the Licensee must cure said Events of Default within one (1) day .

Notwithstanding the foregoing, no such notice shall be required to be given, and the Licensee shall not be entitled to a grace period, (i) for the non-payment of a License Fee, or (ii) in any emergency situation where, in the County's sole and absolute judgment, it is necessary for the County to act to cure such Event of Default without giving such notice, or (iii) for an Event of Default under Section 4.2, or (iv) for more than one Event of Default during any twelve (12) month period, or (v) if the Licensee has substantially terminated or is in the process of substantially terminating its continuous occupancy and use of the License Area for the purpose set forth in the provisions of Article IV, or (vi) in the case of any Event of Default listed in Sections 10.1.2 or 10.1.3.

10.3 **County's Rights on Event of Default.**

10.3.1 On the occurrence of any Event of Default, the County may (subject to the operation and effect of the provisions of Section 10.2) take any or all of the following actions:

- (a) reenter and repossess any or all of the License Area and all of the Improvements, County Equipment, and Licensee's Property therein;

(b) declare the entire balance of the License Fee for the remainder of the Term to be due and payable, and collect such balance in any manner not inconsistent with applicable law;

(c) terminate this License by giving written notice of such termination to Licensee, which termination shall be effective as of the date of such notice or any later date therefor specified by the County therein, but which termination shall not in any way affect the obligations to pay License Fees under the License and the License Fees due or to become due under this License shall continue to accrue;

(d) cure such Event of Default in any other manner; and/or

(e) pursue any combination of such remedies or any other right or remedy available to the County on account of such Event of Default under this License or at law or in equity.

10.3.2 No such expiration or termination of this License, or summary proceedings, if applicable, abandonment or vacancy, shall relieve the Licensee of any of its liabilities and obligations under this License.

10.3.3 On the occurrence of an Event of Default, the Licensee shall, immediately on its receipt of a written demand therefor from the County, reimburse the County for (a) all expenses (including, by way of example rather than of limitation, any and all repossession costs, management expenses, operating expenses, reasonable attorney's fees, court costs, enforcement costs, management expenses, and operating expenses) incurred by the County (i) in curing or seeking to cure any Event of Default, and/or (ii) in exercising or seeking to exercise any of the County's rights and remedies under the provisions of this License and/or at law or in equity on account of any Event of Default, and/or (iii) otherwise arising out of any Event of Default, and/or (iv) regardless of whether it constitutes an Event of Default, in connection with any action, proceeding or matter of the types referred to in the provisions of paragraphs 10.1.2 and 10.1.3, plus (b) interest on all such expenses, at the greater rate of twelve percent (12%) per annum or the highest rate then permitted on account thereof by applicable law, all of which expenses and interest shall be Additional License Fees and shall be payable by the Licensee immediately on demand therefor by the County.

10.3.4 The Licensee acknowledges and confirms that only a bare license has been granted and that no leasehold interest or title interest has been granted to Licensee under this License Agreement, and thus, Licensee hereby expressly waives any claim to the service of any notice of intention to re-enter provided for in any statute, and except as is herein otherwise provided, the Licensee, for itself and all persons claiming through or under the Licensee (including any creditors), also waives all claims to any and all rights of redemption or re-entry or repossession in case the Licensee is dispossessed in case of re-entry or repossession by the County or in case of any expiration or termination of this License. The terms "enter," "re-enter," "entry" or "re-entry" as used in this License are not restricted to their technical legal meanings.

10.3.5 EACH PARTY HERETO HEREBY WAIVES ANY RIGHT WHICH IT MAY OTHERWISE HAVE AT LAW OR IN EQUITY TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR PROCEEDING AT LAW OR IN EQUITY BROUGHT BY THE OTHER AGAINST THE WAIVING PARTY OR WHICH OTHERWISE RELATES TO THIS LEASE, AS A RESULT OF AN EVENT OF DEFAULT OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THIS IS A MATERIAL TERM OF THE LEASE AND HAS BEEN KNOWINGLY AGREED TO BY THE PARTIES.

10.4 County's Security Interest. In addition to any lien for the License Fees held by the County, the County shall have, and the Licensee hereby grants to the County, a continuing security interest for all License Fees and other sums of money becoming due hereunder from the Licensee, upon the improvements, and all of the Licensee's Property located in the License Area, none of which may be removed from the License Area without the County's prior express, written consent so long as any License Fees or other such sum from time to time owed to the County hereunder remains unpaid, or any other uncured Event of Default has occurred. On the occurrence of an Event of Default, the County shall have, in addition to any other remedies provided herein or by law, all of the rights and remedies afforded to secured parties under the provisions of the Uniform Commercial Code, as codified in Maryland (hereinafter referred to as "the UCC"), including by way of example rather than of limitation (a) the right to sell the Licensee's improvements and Licensee's Personal property at public or private sale upon ten (10) days' notice to the Licensee, and (b) the right to take possession of all such property described in this Section 10.4 without resort to judicial process in accordance with the provisions of the UCC. The Licensee shall, on its receipt of a written request therefor from the County, execute such financing statements and other instruments as are necessary or desirable, in the County's judgment, to perfect such security interest.

ARTICLE XI
Quiet Enjoyment

The County hereby covenants that the Licensee, upon paying the License Fee and performing the terms, provisions and covenants set forth herein, shall peaceably and quietly enjoy, throughout the Term the License Area. Nothing in the provisions of this License shall be deemed to impose upon the County any liability on account of any act or failure to act by any person other than the County (or, where expressly so provided herein, the County's agents and employees).

ARTICLE XII
Notices

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) if such party's receipt thereof is acknowledged in writing, upon being given by hand on the date of delivery, or upon actual delivery to such party if by overnight or express mail to:

The County:

The Licensee:

ARTICLE XIII
General

13.1 Effectiveness. This License shall become effective upon and only upon its execution and delivery by each party hereto and the advertisement thereof if so required.

13.2 Complete Understanding/RFP. This License represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto, except with respect to the RFP which terms and conditions are incorporated herein by reference. In the event that there is a conflict between a term or provision in this License Agreement and one in the RFP, the more specific provision shall control.

13.3 Amendment. This License may be amended only by a written instrument executed and delivered by the parties hereto.

13.4 Applicable law. This License shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in either the District Court or Circuit Court for Howard County, Maryland, as provided by law.

13.5 Waiver. The County shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made by the County in writing, and no delay or omission by the County in exercising any such right shall be deemed a waiver of its future exercise. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right, past, present or future. Without limiting the generality of the foregoing, no action taken or not taken by the County under the provisions of this Article or any other provision of this License (including, by way of example rather than of limitation, the County's acceptance of the payment of Rent after the occurrence of any Event of Default) shall operate as a waiver of any right to be paid a late charge or default interest or of any other right or remedy which the County would otherwise have against the Licensee on account of such Event of Default under the provisions of this License or applicable law. The Licensee hereby acknowledges that, in the interest of maintenance of good relations between the County and the Licensee, there may be instances in which the County chooses not to immediately exercise some or all of its rights on the occurrence of an Event of Default.

13.6 Time of Essence. Time shall be of the essence of this License, unless otherwise provided herein.

13.7 Headings. The headings of the Articles, subsections, paragraphs and subparagraphs hereof are provided only for convenience of reference, and shall not be considered in construing their contents.

13.8 Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership or any other form of legal entity, and (b) all references made (i) in the neuter, masculine or feminine gender shall be

deemed to have been made in all such genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Article, subsection, paragraph or subparagraph shall not preclude the operation and effect of other provisions of the License, unless in conflict therewith or otherwise provided for in the License.

13.9 Exhibits. Each drawing, document or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

13.10 Severability. No determination by any court, governmental body or otherwise that any provision of this License or any amendment hereof is invalid or unenforceable in any instance shall effect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

13.11 Consent. Whenever the County's consent is required under this License, such consent may be withheld in the sole and absolute subjective discretion of the County, unless otherwise provided in this License, and all consents that are given must be in writing to be effective.

13.12 Bare License. The Licensee acknowledges, confirms and accepts that (i) the right of use granted herein is a bare license to use the License Area, (ii) no property interest has passed to the Licensee, and (iii) the License Agreement is revocable and terminable at will.

Signature pages follow.

ATTACHMENT A
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 purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 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.

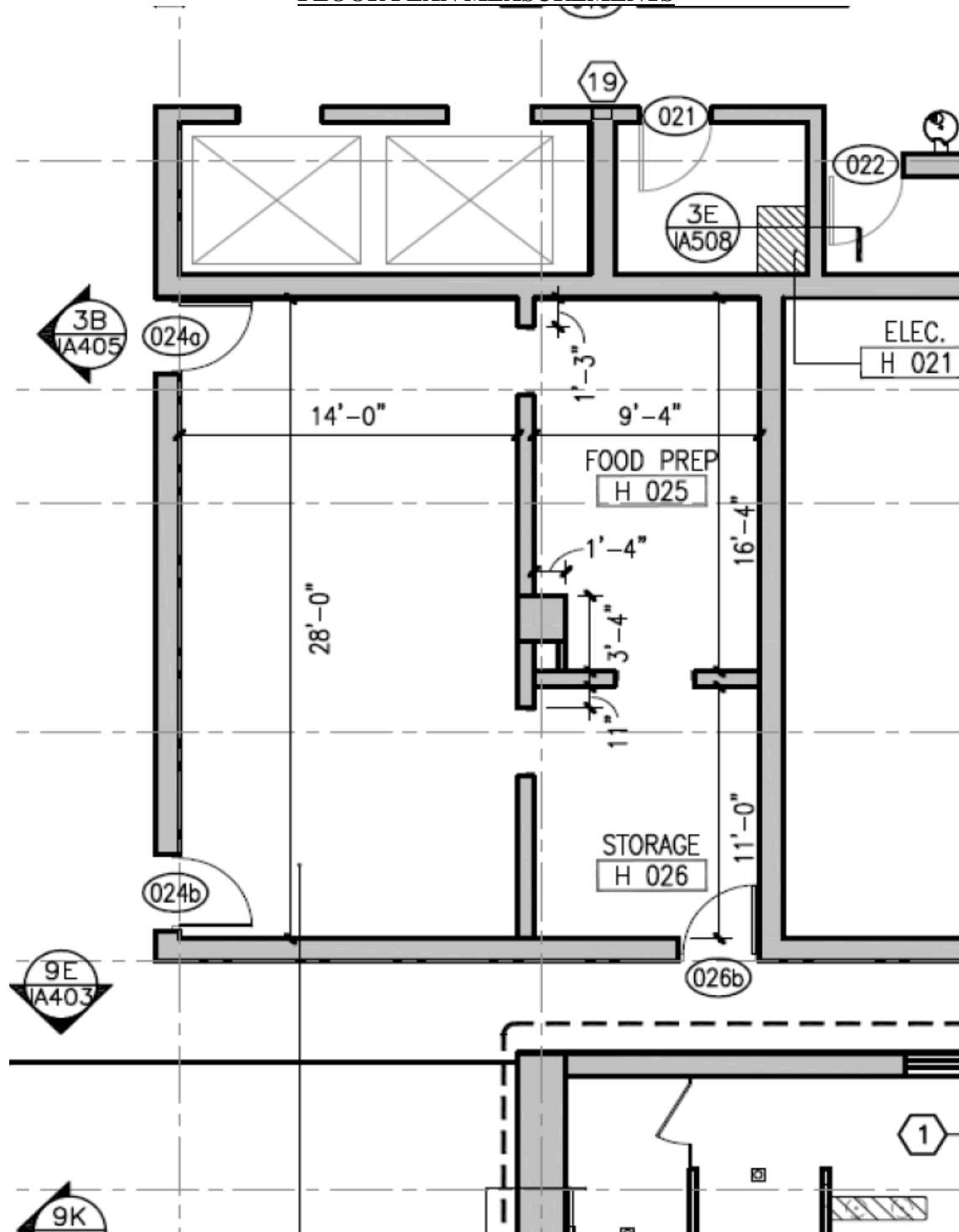
(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public,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



**EXHIBIT III
FLOOR PLAN LAYOUT**

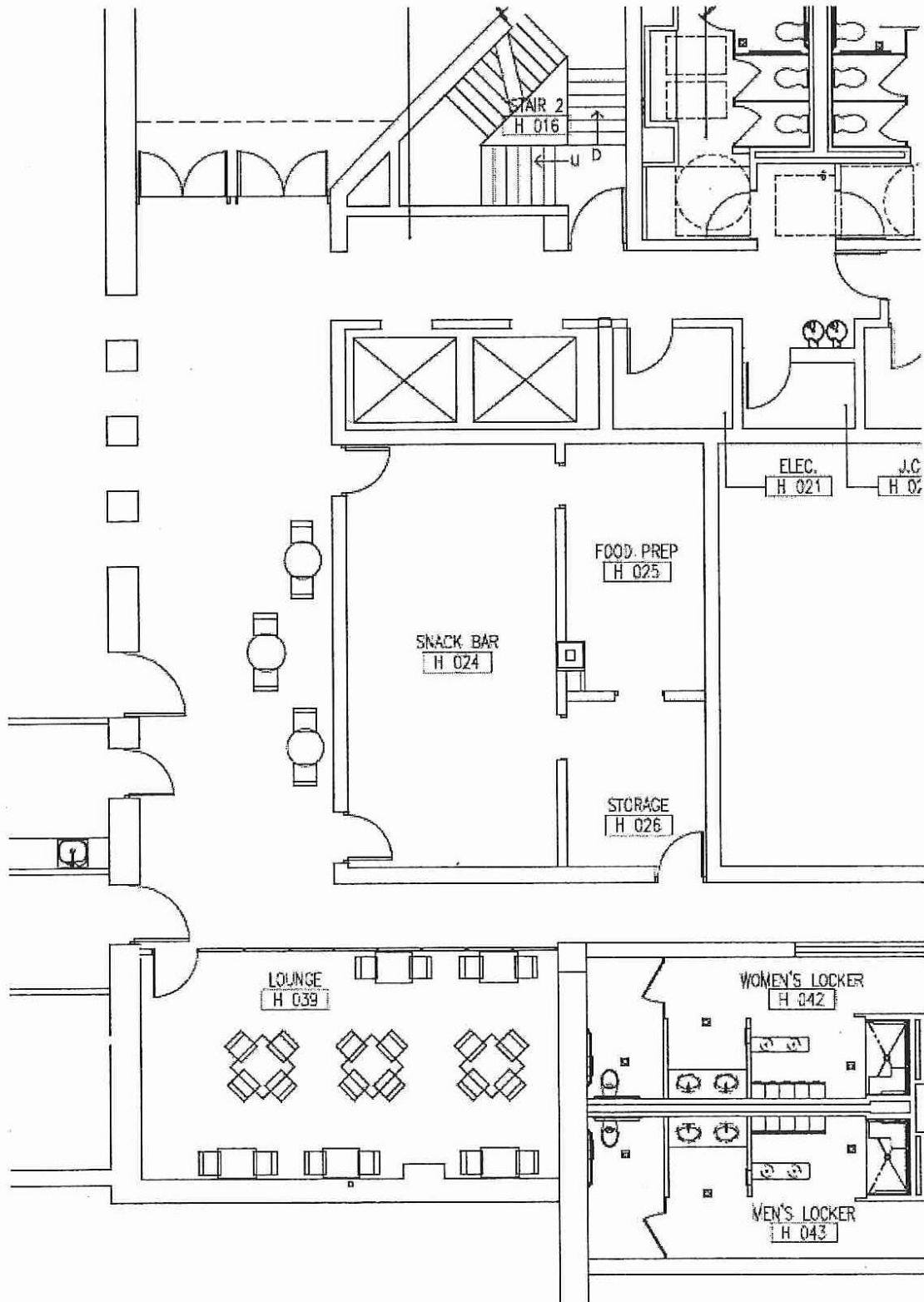


EXHIBIT IV
LOCATION WITHIN GEORGE HOWARD BUILDING

