

REQUEST FOR PROPOSAL



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

EMPLOYMENT MEDICAL SERVICES
RFP NUMBER: 15-2010
Opening: March 10, 2010 at 11:00 A.M.

PRE-PROPOSAL CONFERENCE: February 24, 2010 @ 10:00 A.M.

Evangeline Bolder, CPPB, (410) 313-6373
ebolder@howardcountymd.gov



MINORITY BUSINESS ENTERPRISES

YOU ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION. DO NOT BE RELUCTANT TO ASK QUESTIONS IF CLARIFICATIONS OR EXPLANATIONS ARE REQUIRED. PLEASE CONTACT JACKIE DONALDSON-GREY, EQUAL BUSINESS OPPORTUNITY COORDINATOR, AT 410-313-3694 FOR MORE INFORMATION.

IMPORTANT NOTICE

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

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

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

DOCUMENT A

TERMS AND CONDITIONS APPLYING TO PURCHASE ORDERS

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement, unless accepted in writing by the County.
- 4 If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without the County's written consent.
- 5 When requested, seller will acknowledge order promptly and state when delivery will be made.
- 6 Invoices must show point of delivery and purchase order number, and indicate if partial or complete billing. Separate invoices must be rendered for each purchase order.
- 7 The County has the right to refuse to make payment on any invoice unless and until presented by seller with the receipt, signed by the County, covering the invoiced material. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights hereunder.
- 8 No freight or delivery charges will be paid by the County unless specifically provided in the purchase order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly package material will be charged to the seller.
- 10 Time is of the essence on this order. The County reserves the right to cancel this order or, any part thereof, without obligation, if delivery is not made or services completed at time(s) specified.
- 11 This contract shall be governed and construed in accordance with the law of the State of Maryland.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the seller. If the County does not desire replacement, seller is to issue a full credit.
- 13 Requirement as to Materials, Seller's Responsibilities and Warranties: Seller warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of Underwriters Laboratories Inc., all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this order shall be in accordance with the above laws, regulations, codes, terms,

- standards, and/or requirements, and agrees upon request to furnish the County a certificate of compliance in such forms as the County may require.
- 14 The quantity of materials, and/or services, must not be exceeded without the authority in writing being first obtained from the Office of Purchasing.
 - 15 Substitutions are not allowed, unless specifically authorized by the County.
 - 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
 - 17 Seller warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and seller agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
 - 18 All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
 - 19 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
 - 20 If Seller performs services or constructs, erects, inspects or delivers on the County's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury or damage to persons or property occurring in connection with the Purchase Order.
 - 21 **Liability for Damage:** If this order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that: **Mechanic's Liens:** The Seller will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law. **Casualty Losses:** The work will remain at the seller's risk prior to written acceptance by the County and the seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever. **Injury to Employees:** The seller will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this contract. **Workmen's Compensation:** The seller will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
 - 22 **Bankruptcy:** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the seller including any proceedings under the Chandler Act, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
 - 23 **Equal Employment Opportunity:** The County requires that the seller not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The seller will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with regard to the above. The seller warrants that, within the previous 12 months, he has not engaged in unlawful employment

practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

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

- 25 Terminations:

Termination for Convenience: The County may terminate a contract, in whole or in part whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits which have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

DOCUMENT B GENERAL CONDITIONS

- 1 INSTRUCTIONS, FORMS, AND SPECIFICATIONS: Instructions, forms, and specifications may be obtained from the Office of Purchasing by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday from 8:00 A.M. to 5:00 P.M. and from the Internet at: www.howardcountymd.gov/purchasing.
 - 1.1 All proposals are to be submitted on and in accordance with forms for these purposes which are available at the Office of Purchasing. Additional supplementary documentation when requested shall be submitted on the Contractor's letterhead.
 - 1.2 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
 - 1.3 All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes or cartons to the Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the time and date indicated. Proposals received after the time and date indicated will not be considered.
 - 1.4 Each proposal shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Affidavit forms are provided in the solicitation package.
 - 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of Purchasing.
 - 1.6 Any Contractor who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the County Purchasing Agent in writing not later than five days prior to the scheduled opening of proposals. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing). Addenda to solicitations often occur prior to bid or proposal opening (sometimes within as little as 48 hours). **It is the potential Contractor's responsibility to frequently visit the Office of Purchasing's web site to obtain addenda.**
 - 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent. Proposals may not be withdrawn during this period.
 - 1.8 Unless otherwise specified, all formal proposals submitted shall be irrevocable for four months following proposal opening date, unless the Contractor(s), upon request of the County Purchasing Agent, agree to an extension.
- 2 RESERVATIONS:

- 2.1 The County Purchasing Agent reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 2.4 The County Purchasing Agent reserves the right to award Contractors or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

3 DELIVERY:

- 3.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 3.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 3.3 The County Purchasing Agent reserves the right to charge the Contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 3.4 The County Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due him.

4 COMPETITION:

- 4.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal pages is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.
- 4.2 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.

- 4.3 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected.
- 4.4 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.
- 5 **PROTEST:** Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within 7 days. The County Purchasing Agent's decision relative to the protest shall be final.
- 6 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.
- 7 **AUTHORITY:** Instructions, specifications, and proposals are issued, and all proposals, quotations, orders, and purchases are made pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County Purchasing Agent.
- 8 **EXCEPTIONS:** The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 9 **CASH DISCOUNTS:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. Should this Contractor obtain an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain the discount.
- 10 **UNIT PRICES:** Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- 11 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 **PATENTS:** The Contractor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and

given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment of part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.

13 GOVERNING LAW:

13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

13.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

13.3 Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

14 COMPLIANCE WITH LAWS: In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County. If awarded a contract, the Contractor hereby represents and warrants that:

14.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

14.2 It is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.

14.3 It shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.

14.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.

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

15 HOLD HARMLESS/INDEMNIFICATION:

15.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising

out of or attributable to the bidder's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

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

16 TERMINATION:

- 16.1 Termination for Convenience: Howard County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. Howard County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

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

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

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

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

20 AGREEMENT:

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

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

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

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

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

22.1 Document F - Equal Business Opportunity Certificate:

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

23 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

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

23.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. It is the Contractor's responsibility to designate confidential material at the time of proposal submission or, if additional time is requested, no later than 5 business days following the proposal due date. Contractors should use good-faith efforts to designate, by appropriate and clear markings, those portions of their submissions which are deemed to be confidential information. 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. Failure to designate the material appropriately may result in the release of confidential information.

23.3 A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

24 COOPERATIVE PURCHASE:

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

24.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting

entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

- 25 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

DOCUMENT C

SPECIFICATIONS

- 1 BACKGROUND: Howard County requires various employment medical services for pre-employment applicants, public safety candidates and current employees. Medical services may include, but not limited to, annual physical examinations, functional capacity evaluations, tuberculosis skin test, and drug testing.
- 2 SCOPE:
 - 2.1 It is the intent of Howard County, Maryland, (the County), to enter into a contract with a qualified Contractor, (the Contractor), to provide employment medical services, as described in this Request for Proposals (RFP).
 - 2.2 The County is obligated during the period of the contract to purchase all of its normal requirements of the services specified from the Contractor and the Contractor is obligated to supply the services required for operation. The quantities stated herein are approximate and are for the purpose of proposal evaluation. Actual requirements may be more or less than the estimates herein.
- 3 PRE-PROPOSAL CONFERENCE:
 - 3.1 A Pre-Proposal Conference will be held in the Executive Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on Wednesday, February 24, 2010 at 10:00 a.m. to discuss objectives and answer questions relating to this RFP. Contractor's attendance is not required but is strongly encouraged.
 - 3.2 It is recommended that attendees read the solicitation prior to attending the conference and bring a copy of the RFP to the conference. In order to assure adequate seating at the pre-proposal conference, please confirm your attendance by emailing Karen Aghdassi kaghdassi@howardcountymd.gov and referencing this RFP and number. 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 QUESTIONS AND INQUIRIES: The Office of Purchasing is the sole point of contact for this Request for Proposal. Questions concerning this Request for Proposal must be addressed in writing to, Evangeline Bolder, Buyer, Fax number (410) 313-6388 or E-mail ebolder@howardcountymd.gov and delivered no later than March 5, 2010 at 10:00 a.m.
- 5 CONTRACT PERIOD: The contract period shall be for one year commencing on or about April 1, 2010 after approval and proper execution of the contract documents, with a renewal option for ten additional years in one-year increments, exercisable at the sole discretion of the County.
- 6 ESTIMATED CONTRACT VALUE: The estimated contract value group for this contract is : C
 - A - \$30,000 to \$75,000
 - B - \$75,001 to \$100,000
 - C - \$100,001 to \$250,000
 - D - 250,001 to \$500,000
 - E - \$500,001 to \$1,000,000
 - F - Over \$1,000,000

7 PRICE ADJUSTMENT:

- 7.1 Prices offered shall be firm against any increase for one year from the effective date of this contract. Prior to commencement of subsequent renewal periods, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. The County reserves the right to accept or reject the request for a price increase, and will do so in writing. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period.
- 7.2 Requests for price adjustments must be submitted to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046.
- 7.3 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- 7.4 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period or for one year at the County's sole discretion.

8 CONTRACTOR'S QUALIFICATIONS:

- 8.1 Contractors must be primarily engaged in providing medical services as outlined in this solicitation and must have been actively engaged in the field for a period of no less than three years.
- 8.2 Contractors shall be licensed by the State of Maryland and shall submit a copy with their proposal.
- 8.3 Contractors shall have a proven record of having provided the services required. The County reserves the right to perform investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.

9 CONTRACTOR'S REQUIREMENTS:

- 9.1 The Contractor will provide pre-employment physical examinations, annual physical examinations, fitness for duty evaluations, Commercial Drivers License (CDL) evaluations, and other required employment medical services as required.
- 9.2 The Contractor shall provide the employment medical services at the Contractor's examination site which shall be located within a 20 mile radius of the Howard County Government Complex at 3430 Court House Drive, Ellicott City, MD 21043 (mileage subject to verification by the County, if deemed necessary).
- 9.3 The Contractor shall provide the service required during the hours of 8:30 a.m. – 4:30 p.m. Monday through Friday, and one Saturday per month, excluding holidays.
- 9.4 The Contractor shall provide firefighter physicals one Saturday per month.

- 9.5 The Contractor shall provide all employment medical services in accordance with the State of Maryland, Department of Health and Mental Hygiene.
- 9.6 The Contractor shall employ or engage Maryland licensed and qualified personnel to provide the medical services required. Documentation shall be submitted with proposal.
- 9.7 Upon referral by the County, the Contractor shall conduct physical examinations for the job classification as required by the County based on job specifications to be provided to the Contractor.
 - 9.7.1 The Contractor shall conduct the physical examinations within two working day of the request for an appointment.
 - 9.7.2 The Contractor shall perform all physicals in accordance with and include the components indicated in the examination profiles (Exhibit III, Pre-Employment Physical Examination Profiles).
 - 9.7.3 Approximately 20 firefighter candidates' evaluations will be conducted annually. See Exhibit IV for criteria for firefighter candidate evaluations.
- 9.8 Medical Records: The Contractor shall serve as custodian of individual medical records. A copy of all records shall be transmitted to the appropriate facility if and when a different sub-contractor is utilized. All procedures and laws concerning the confidentiality of the medical records must be followed. The Contractor shall be responsible for releasing medical records as required by law. The County shall be notified of any intent to destroy records 30 days prior to destruction. All medical records shall be made available to the County upon request.
- 9.9 Reporting: After completion of the examination and related testing, the Contractor shall provide results as follows:
 - 9.9.1 Examinations Without Laboratory or Radiology: Immediate notification (same day) to the County, via telephone or facsimile. Written confirmation within five working days by the examining physician stating that in their professional judgement and based on available information, the applicant is physically suited for the position for which they have received a conditional offer of employment.
 - 9.9.2 Examinations With Laboratory and/or Radiology: Immediate notification (same day) to the Office of Human Resources, via telephone or facsimile, that the examination has been completed. Notification within five working days, via telephone or facsimile, and written notification within ten working days stating that in their professional judgement, and based upon available information the applicant is physically suitable for the position for which they received a conditional offer of employment.
 - 9.9.3 The Contractor shall provide the applicant (or employee) with a complete copy of the medical report. The Contractor shall provide the County with notification that certifies that the individual is able to perform the essential functions of the proposed job with or without accommodation.
 - 9.9.4 When Hepatitis B titre testing and/or Hepatitis C testing are performed, the County's written notification shall also include the test results.
 - 9.9.5 Written notification shall be transmitted on a mutually agreeable form.

- 9.9.6 "No Hire" Recommendations: When the results of either of the above examinations results in a recommendation not to hire an applicant for medical reasons, the County shall be notified immediately by telephone. Such recommendations shall be consistent with the requirements of the Americans With Disabilities Act (ADA) and shall be medically and legally defensible. Written confirmation shall be provided within five working days by the examining physician, stating that in their professional judgement and based upon available information, the applicant is physically unsuitable for the position they were selected to fill. Written confirmation shall be in narrative report form, outlining objective physical findings supporting the recommendation.
- 9.9.7 Drug Testing Results: In the event the drug testing results are reported as "positive", the County shall be notified immediately by telephone. Written confirmation of all drug testing results, a package consisting of a report of the final results signed by the Medical Review Officer, and a copy of the fully executed chain of custody form, shall be provided to the County within five working days on "positive" results and within ten working days on "negative" results.
- 9.9.7.1 Approximately 465 random drug test are conducted per year.
- 9.9.7.2 Approximately 35 drug testing for cause are conducted per year.
- 9.10 Examination Components:
- 9.10.1 History/Physical: Requires the collection of a complete medical history on all candidates, documenting prior injuries, illness and diseases, to establish a baseline medical record. Additionally, a complete in-depth hands-on physical which includes close inspection of all body systems must be conducted. Particular emphasis should be placed on body systems which relate to specific job requirements outlined in official specifications provided for each class.
- 9.10.2 Vision Test (TITMUS): Requires an examination to evaluate near and/or distant acuity (corrected and uncorrected); color perception deficiency (types, degree and degree of correction attainable); depth perception; vertical and lateral phorias; and binocular and peripheral vision required to perform assigned tasks.
- 9.10.3 Laboratory Work: Laboratory results shall be used as a tool to assist the physician in assessing the overall health status of an applicant. The battery of testing should include the following tests as a minimum:
- 9.10.3.1 Complete Blood Count (CBC)
- 9.10.3.1.1 Sedimentation Rate
- 9.10.3.1.2 Glucose
- 9.10.3.1.3 Blood Urea Nitrogen
- 9.10.3.1.4 Creatinine
- 9.10.3.1.5 Cholesterol (HDL & LDL)

- 9.10.3.1.6 Triglycerid
- 9.10.3.1.7 Uric Acid
- 9.10.3.1.8 Sodium
- 9.10.3.1.9 Potassium
- 9.10.3.1.10 Chloride
- 9.10.3.1.11 CO
- 9.10.3.1.12 U/A
- 9.10.4 Spirometry (Or Equivalent): Requires testing of pulmonary function to establish a base line and to determine whether a candidate has the pulmonary capacity required to perform assigned tasks.
- 9.10.5 P.P.D. (T.B.) Testing: Testing for tuberculosis in accordance with OSHA compliance requirements (subcutaneous - Mantoux).
- 9.10.6 Hepatitis B: Titre testing to establish immunity level and in compliance with OSHA requirements.
- 9.10.7 Hepatitis C: anti-HCV (baseline), ALT, HCV RNA
- 9.10.8 Audiometry: Testing to establish a baseline and to determine fitness to perform jobs that require hearing acuity.
- 9.10.9 Chest X-Rays: 2 views.
- 9.10.10 Chest X-Ray B-Reading
- 9.10.11 L-S Spine X-Ray - 3 views
- 9.10.12 L-S Spine X-Rays - 5 views.
- 9.10.13 E.K.G. (resting).
- 9.10.14 E.K.G. (stress).
- 9.10.15 Exposure Surveillance Testing: Pre-placement and periodic examination and testing in accordance with OSHA compliance requirements and specific to County Water Reclamation and Sanitary Landfill Operations, to include the following specific laboratory testing, as a minimum:
 - 9.10.15.1 Chem Screen
 - 9.10.15.2 CBC
 - 9.10.15.3 Thyroid (3) T4, Uptake, T7
 - 9.10.15.4 Lipids

- 9.10.15.5 PCB (serum)
- 9.10.15.6 Heavy Metals
- 9.10.15.7 Chromium
- 9.10.15.8 Blood Lead, ZPP, RBC (FEP)
- 9.10.15.9 Urinalysis
- 9.10.15.10 Lab Profiles (CPT 86287 & CPT 86291)
- 9.10.15.11 Respirator Questionnaire (OSHA).

9.11 Drug Testing: Drug testing shall be conducted as follows:

9.11.1 D.O.T. - Commercial Driver's License Drug/Alcohol Testing:

- 9.11.1.1 The Contractor shall administer a random testing program in accordance with USDOT/FHWA Regulations. The program must be documented and in compliance with all current and future regulations.
- 9.11.1.2 Services shall include: maintaining the demographic data on the random selection pool; providing a monthly listing of the total selection pool and a listing of drivers selected for random testing (names and test dates); and providing periodic reports as need for compliance with all legal requirements.
- 9.11.1.3 Drug Testing (Urine): All specimens must be collected in accordance with DHHS/SAMHSA regulations. All testing must be performed by a DHHS/SAMHSA certified laboratory for drug and alcohol testing.
- 9.11.1.4 Evidential Breath Testing (EBT): All EBT tests shall be performed by a certified breath alcohol technician in accordance with DHHS regulations.
- 9.11.1.5 Blood Alcohol Testing: The Contractor shall perform blood alcohol testing as required by the County. Blood alcohol tests shall conform to standard medical industry standards.
- 9.11.1.6 Medical Review Officer (MRO): MRO services shall be performed in accordance with DHHS/SAMHSA and USDOT/FHWA (if applicable) regulations by a licensed physician with knowledge of substance abuse disorders and appropriate medical training to evaluate and interpret laboratory results.
- 9.11.1.7 MRO series shall include (but not be limited to): receiving, reviewing, and reporting laboratory results; reviewing chain of custody forms; assisting to resolve testing problems; authorizing re-analysis of split or single specimen; discussing positive test results with driver and receiving and evaluating

documentations submitted to establish legitimate medical reasons for positive test; evaluating (or refer for evaluation) for "shy bladder" conditions; providing necessary written reports; complying with all recordkeeping requirements; assisting in audits; and providing testing if test results are challenged.

- 9.11.1.8 Blind Proficiency Testing: The Contractor shall perform Blind Proficiency Testing in accordance with DHHS regulations. The Contractor shall purchase and submit blind performance specimens to the testing laboratory used for testing. All appropriate documentation, including written procedures and test results, will be furnished.

9.11.2 Non-D.O.T. Drug Testing:

- 9.11.2.1 The Contractor shall provide drug testing (urine) and Medical Review Officer (MRO) services as specified under the Commercial Driver's License Program (CDL), exclusive of reports.

- 9.11.2.2 Candidates referred for pre-placement physicals for employment as a police officer, firefighter, correctional officer, and deputy sheriff shall be tested for the following:

- 9.11.2.2.1 Amphetamines

- 9.11.2.2.2 Barbituates

- 9.11.2.2.3 Cannabis/Cannabinoids

- 9.11.2.2.4 Opiates

- 9.11.2.2.5 Cocaine/Cocaine Metabolites

- 9.11.2.2.6 Phencyclidine

- 9.11.2.2.7 Benzodiazpines

- 9.11.2.2.8 Methaqualone

- 9.11.3 All other non-D.O.T. drug screens (pre-placement, random, reasonable suspicion) shall include:

- 9.11.3.1 Amphetamines

- 9.11.3.2 Cannabis/Cannabinoids

- 9.11.3.3 Opiates

- 9.11.3.4 Cocaine/Cocaine Metabolites

- 9.11.3.5 Phencyclidine

- 9.11.3.6 Rapid Read (instant) Urine Drug Tests

- 9.12 Upon completion of CDL examinations, the Contractor shall provide the County with the completed medical form provided under the most recent version of the Federal Motor Carrier Safety Regulation requirements set forth in 49 CFR 391.
- 9.13 Fitness for Duty medical evaluations shall address the essential functions of the position the employee is being evaluated for, and shall provide information regarding the employee's limitations in performing specific job functions. The Contractor shall provide an effective format for communicating such information to the County or, in the case of Family and Medical Leave Act, qualified employees; a completed U.S. Department of Labor form WH380 is required.
- 9.14 The County reserves the right to add additional employment medical services as required by the County.
- 9.15 The Contractor shall be able to defend decisions and recommendations and shall be willing to provide guidance, opinion, and testimony as a legal or medical resource.

10 SUBMISSION OF PROPOSAL DOCUMENTS – HARD COPY AND CD REQUIRED:

- 10.1 This Request for Proposals requires the return of RFP Document "D" (Technical Proposal Signature Cover Page and Price Proposal Cover Page), RFP Document "E" (Affidavit), RFP Document "F" (Equal Business Opportunity Certificate), and any exceptions the Contractor may take (on company letterhead). Failure to return required documents may be cause for rejection of proposal.
- 10.2 Contractors shall submit one original, clearly marked as such, and seven copies of the complete proposal. The cost of preparing proposals is the responsibility of Contractors. The County may not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
- 10.2 Contractors must submit a CD containing the entire, identical hard copy of the proposal along with the hard copies required above.
- 10.3 Proposals must be securely sealed and addressed to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 10.4 Technical and price proposals are to be mailed together in one package, but the Technical and Price Proposals must be bound separately. There shall be no reference to the price of products and services in the Technical Proposal. Proposals may be either mailed or hand-delivered. If proposals are sent by mail or commercial express services, the Contractor shall be responsible for actual delivery of the proposal to the Howard County Office of Purchasing before the deadline.
- 10.5 Timely proposals become the property of the County. Late proposals will not be considered and will be returned unopened.
- 10.6 The submission of a proposal on this Request for Proposals will be considered as a representation that the proposer: (1) has carefully investigated all conditions which

affect or may, at some future date, affect the performance of the services covered by the proposal; (2) is familiar with the entire area to be serviced as described in the specifications; (3) has carefully reviewed all contract documents; (4) is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished; and (5) is familiar with all Federal, State and County laws, all codes and ordinances of the County that in any way affect the prosecution of the work or persons engaged or employed in the work.

- 10.7 In responding to this Request for Proposals, each Contractor shall minimally include:
- 10.7.1 The name, title, address, and telephone number of person(s) who will be assigned to perform service under the proposal.
 - 10.7.2 The address of facility where examinations will be conducted.
 - 10.7.3 Resumes/credentials of the person(s) who will perform the service required. Credentials may be subject to verification.
 - 10.7.4 A copy of the medical accreditation of the facility and the organization including the licenses to practice in the State of Maryland. An affirmation statement shall be included that the Contractor and all assigned key professional staff are properly licensed to practice in the State of Maryland
 - 10.7.5 A list of three government jurisdictions for which the Contractor has conducted this service during the past 36 months. Include names, addresses, telephone numbers, and contact people for each government jurisdiction. The references may be contacted.
 - 10.7.6 A list of subcontractors (or referrals) who may be used to conduct any services specified in the proposal. Indicate service to be rendered.
 - 10.7.7 The name and address of the testing laboratory used for Commercial Driver's License (CDL) urine drug testing. Attach written split specimen collection procedures and a listing of designated collection sites.
 - 10.7.8 A list of evidential breath testing (EBT) sites and provisions for proving such service at various locations. Attach written procedures for EBT testing.
 - 10.7.9 Written chain of custody procedures to be used in the drug screening processes. Documentation shall be legally sufficient; shall encompass and be binding on any subcontractor that may be used to conduct the actual drug screen testing; and must define the collection testing and storage of specimens.
 - 10.7.10 Additional facts concerning your organization that you feel are critical in evaluating your proposal.
 - 10.7.11 Price Proposal Cover Page.
- 10.8 To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order of the above. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to

ring binders and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.

11 EVALUATION OF OFFERS:

- 11.1 The County intends to 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 price submittals and the second on the oral discussions.
- 11.2 The first phase will be evaluated based on the following criteria listed in order of importance.
 - 11.2.1 Experience of the firm in providing employment medical services, specifically pre-employment physicals, CDL evaluations, fitness for duty evaluations, and drug testing.
 - 11.2.2 Contractor's location where services will be performed.
 - 11.2.3 Contractor's experience and technical competence of the firm in performing similar services;
 - 11.2.4 Qualifications of Contractor, and staff, based on resumes and documentation that the Contractor is licensed/certified to perform the work described in this Request for Proposals in the State of Maryland.
 - 11.2.5 Completeness of proposal; and
 - 11.2.6 Price.
- 11.3 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 by making individual presentations to the evaluation committee.
- 11.4 The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
- 11.5 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 Request for Proposals fully and with forth-rightness at the time of proposal submission.
- 11.6 Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

12 METHOD OF ORDERING:

- 12.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County.

- 12.2 Small purchases may also be made by the County Procurement Card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County.
- 13 BILLING AND PAYMENT: Invoices shall be submitted monthly in triplicate to Howard County Office of Human Resources, 3430 Court House Drive, Howard Bldg 1st Floor, Ellicott City, MD 21043. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.
- 13.1 Invoices shall include the following information:
- 13.1.1 Contractor's name;
 - 13.1.2 Address
 - 13.1.3 Federal tax identification number;
 - 13.1.4 Contract number (the first two digits are 44XXXXXXXXXX);
 - 13.1.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 13.1.6 Contract line number;
 - 13.1.7 Unit price and extended (the unit price must match a line on the contract);
 - 13.1.8 Description of goods provided and/or services performed; and
 - 13.1.9 A Form W-9 must be furnished to the County along with the invoices.
- 13.2 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered into the County's ERP system.
- 13.3 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
- 13.4 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurement cards. The cost of a procurement card transaction is substantially less expensive than issuing purchase orders and checks.
- 13.5 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate.
- 13.6 All amounts referred to herein pursuant to this contract shall be United States of America currency.
- 14 INSURANCE REQUIREMENTS: The Contractor shall purchase and maintain, during the term of the contract, including any renewals thereof, such policies of insurance acceptable to the County as will

protect the Contractor and the County from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverages are mandatory but may not be all-inclusive, based on the parameters of the proposal:

- 14.1 Worker's Compensation Insurance with limits of coverage as follows:
 - 14.1.1 Coverage A: Statutory, covering Maryland jurisdiction.
 - 14.1.2 Coverage B: \$100,000.
- 14.2 Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000 per occurrence.
- 14.3 Commercial General Liability Insurance with combined single limits of \$1,000,000 per occurrence, naming Howard County as an additional insured. Unless deemed unnecessary by the County, the policy shall contain, but not be limited to, the following coverage endorsements:
 - 14.3.1 Contractual Liability, including Subcontractors
 - 14.3.2 Personal and Advertising Injury
 - 14.3.3 Products and Completed Operations
 - 14.3.4 Broad Form Property Damage
 - 14.3.5 Fire Legal Liability - Required if Contractor is responsible for leased property
- 14.4 If any medical services are provided by employees or subcontractors of the Contractor, Professional Liability/Medical Malpractice coverage with limits of at least \$1,000,000 in a form acceptable to the County is also required: Contractor or subcontractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three years after substantial completion of the contract.
- 14.5 All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.
- 14.6 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 14.7 The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Contractor shall not reduce or cancel or change any of the required coverages without 60 days notice of such change to the County.
- 14.8 The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

- 14.9 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 14.10 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- 14.11 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.

15 WAGE REQUIREMENTS:

- 15.1 A Contractor that is defined as “Covered Employer” under Howard County Code Sec. 4.122A, copy attached as Exhibit II, shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks. For informational purposes only, the wage rate as of January 1, 2010 is \$13.25. Contractors are responsible for ascertaining the current rate. This wage rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County.
- 15.2 Contractors must complete the Wage Rate Requirements for Service Contracts form Parts 1 and 2, Document “G”, and submit them with their bids. The forms will serve as written certification to the County of your firm’s intent to comply with the County’s wage requirements during the initial and any subsequent renewals.
- 15.3 If a Covered Employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the Covered Employer may: (1) certify in its bid or proposal the per-employee hourly cost of the employer’s share of the premium for that insurance, and (2) reduce the wage paid under the law to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer’s share of the premium.
- 15.4 All prices shall take the current wage rate into account and there shall be no unit price adjustments made except in the event of future wage rate increases. Future wage rate increases are hereby defined as any new rates approved by the County that take affect after and supersede the rate shown in this solicitation.
- 15.5 A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law.
- 15.6 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

EXHIBIT I
HOWARD COUNTY, MARYLAND
AGREEMENT

THIS AGREEMENT made this ____ day of _____, ____ (the "Agreement") is by and between Howard County, Maryland, a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Request for Proposals No. RFP#-Year RFP TITLE and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for Select One in accordance with this Agreement, the other attachments hereto, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties. The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all Federal and State taxes. The Contractor shall Select One outlined in Attachment A hereto. The Contractor's will be provided with due care and in accordance with all applicable standards. The Contractor shall Select One under the supervision of the ##### of the County, or his designee, who shall have authority to administer the Agreement.

2. Compensation

- 2.1. In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:

in accordance with the unit prices set forth in the Proposal.

in accordance with the Select One attached hereto as Attachment A.

the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)

an hourly rate of \$0.00 per hour for an approximate total of number of hours typed hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.

an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon Select One in a manner satisfactory to the County, in its sole discretion.

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

- Contractor's name
- Address
- Federal tax identification number
- Contract number (the first two digits are 44XXXXXXXX)
- Purchase Order number (the first digit is 2XXXXXXXX)
- Contract line number
- Unit price and extended (the unit price must match a line on the contract)
- Description of goods provided and/or services performed.
- A Form W-9 must be furnished to County along with the invoices.

2.2.1 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered in to the County's ERP system.

2.2.2 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

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

2.3. This Agreement shall be effective according to the following:
MONTH DATE, YEAR OR

when executed by Howard County

and shall continue through January 1, 2001, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

2.4. The County reserves the right to renew this Agreement for INSERT RENEWAL PERIOD on the same terms and conditions set forth herein. Insert and changed to the terms i.e. Compensation. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

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

- 3.1. The Contractor is a Select One, duly formed and validly existing under the laws of the State of INSERT STATE OF INCORPORATION and is qualified to do business and is in good standing in the State of Maryland.
- 3.2. The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.
- 3.3. The person executing this Agreement for the Contractor warrants that s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.
- 3.4. Select One: The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements. OR The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.
- 3.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
- 3.6. All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4. Termination

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

5. Remedies for Default

5.1. The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

- a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
- b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in this Request for Proposals. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics

10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

- 10.2. The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification.
- 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
14. Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
16. Conflicting Terms
- 16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of

this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

- 16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.
17. Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
18. Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.
19. Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
20. Ownership of Goods All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.
21. Notice Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:
- FOR THE COUNTY: Contact Name, address and telephone number
- FOR THE CONTRACTOR: Contact Name, address and telephone number
22. No Waiver, Etc No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.
23. Wage Rate Requirements The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands this Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

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

EXHIBIT II
HOWARD COUNTY CODE, SEC. 4.122A
WAGE REQUIREMENTS

Section 4.122A. Wage Requirements.

(a) **“Covered Employer”** defined. in this section, "Covered Employer" means a Contractor or subcontractor that is subject to this section.

(b) **Scope.**

(1) A County contract for procurement of contractual services shall require the Contractor and any subcontractor to comply with the wage requirements of this section.

(2) This section does not apply to:

(i) A Contractor who:

(1) Employs fewer than 5 employees when the Contractor submits a bid or proposal, and
 (2) Does not employ 5 or more employees at any time the contract is in effect as a result of performing the contract;

(ii) A Contractor who, at the time a contract is signed:

(1) Has received less than \$100,000 from the County in the most recent 12-month period;
 and
 (2) Will be entitled to receive less than \$100,000 from the County under that contract in the next 12-month period;

(iii) A County contract with a governmental entity;

(iv) A County contract with a nonprofit organization that has qualified for an exemption from Federal income taxes under section 501(c)(3) of the internal revenue code;

(v) A County contract awarded under § 4.110, 4.111, or 4.112 of this subtitle;

(vi) A County contract for electricity, telephone, cable television, water, sewer, or similar service delivered by a regulated public utility;

(vii) An employer to the extent that the employer is expressly precluded from complying with this section by the terms of any federal or state law, contract, or grant; and

(viii) A County contract entered into under cooperative procurement with another government or organization of governments.

(c) **Solicitation Requirements.**

(1) Each bid or proposal to provide contractual services shall specify how the covered employer will comply with the wage requirements of this section.

(2) To avoid the imposition of any requirement under this section, a covered employer shall not:

(i) Subdivide a contract;

(ii) Pay an employee through a third party; or

(iii) Treat an employee as a subcontractor or independent Contractor.

(d) **Health Insurance.** If a covered employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the covered employer may:

(1) Certify in its bid or proposal the per-employee hourly cost of the employer's share of the premium for that insurance, and

(2) Reduce the wage paid under subsection (e) to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer's share of the premium.

(e) **Wage Requirement.**

(1) A covered employer shall pay to each employee an hourly rate sufficient to at least equal 125% of the Federal Poverty Guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks.

(2) For purposes of this subsection, the Federal Poverty Guidelines are the most recent of those that are updated periodically in the Federal register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(3) The hourly rate shall be rounded to the nearest multiple of 5 cents.

(4) The wage rate calculated under this subsection shall be paid to an employee during the time the employee actually provides services to the County.

(f) **Exceptions to Wage Requirement.** The wage requirements of this section do not apply to an employee:

- (1) Who performs no measurable work related to any contract with the County;
- (2) Who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under this section;
- (3) Who participates for not longer than 120 days in a calendar year in a Government-Operated or Government-Sponsored Summer Youth Employment Program;
- (4) For whom a different wage rate is expressly set in a collective bargaining agreement; or
- (5) For whom a higher wage rate is required by a Federal, State, or County law.

(g) **Enforcement.**

- (1) The County purchasing agent shall require each covered employer to:
 - (i) Certify that the employer and any subcontractor will comply with this section;
 - (ii) Keep the records necessary to show compliance;
 - (iii) Submit the records to the purchasing agent on request of the purchasing agent; and
 - (iv) Publicize the requirements of this section to any employees who may be covered by this section.
- (2) The County purchasing agent shall enforce this section and investigate any complaint of a violation.
- (3) An employer shall not discharge or otherwise retaliate against an employee for asserting a right under this section or for filing a complaint of violation. Any retaliation is a violation of this section punishable under § 4.121 of this subtitle.
- (4) Each contract subject to this section:
 - (i) May specify that liquidated damages for noncompliance with this section include the amount of unpaid wages, with interest, and that the Contractor is jointly and severally liable for noncompliance by a subcontractor
 - (ii) Shall specify that an aggrieved employee, as a third-party beneficiary, may bring a civil action to:
 - (1) Enforce the payment of wages due under this section;
 - (2) Recover wages due under this section with interest; and
 - (3) Recover reasonable attorney's fees.

(h) **Annual Report.** On or before September 1 of each year, the County purchasing agent shall report to the County Council and the County Executive on the operation of this section during the previous fiscal year.

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

WITNESS:

INSERT LEGAL NAME OF CONTRACTOR

Print Name : _____

By: _____

INSERT NAME

INSERT TITLE

Signature

WITNESS:

HOWARD COUNTY, MARYLAND, a body
Corporate and Politic

Lonnie R. Robbins
Chief Administrative Officer

By: _____

Ken Ulman
County Executive

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2009:

INFORMATION TECHNOLOGY APPROVED:

Margaret Ann Nolan
County Solicitor

Ira Levy, Director
Technology & Communication Services

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Sharon Greisz
Director of Finance

By: _____

DEPARTMENT HEAD NAME
DEPARTMENT HEAD TITLE

ATTACHMENT A

SERVICES TO BE PERFORMED

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

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

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

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

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

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

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

of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

- (a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.
- (b) **Discouragement of Uniform Bidding.**
 - (1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.
 - (2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.
 - (3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms or conditions of a bid submitted by a competitor.
- (c) **Fair Employment Practices**
 - (1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code Section 24 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.
 - (2) The Howard County Office of Human Rights shall notify the County Purchasing Agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.
 - (3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the county purchasing agent.
 - (4) Payment of subcontractors. All Contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the Contractor and the subcontractors. No Contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. Prohibited Conduct and Interests.

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

The employment provisions listed above do not apply to:

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

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

sample

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made this _____ day of _____, 2009, between Howard County, Maryland, a body corporate and politic, (the County), and _____ (the Contractor).

WHEREAS, pursuant to mandated compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), certain parties are required to enter into a Business Associate Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, including the mutual reliance of the parties on compliance with the terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. PURPOSE AND SCOPE

A. The County and the Contractor enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and its implementing regulations (45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (MCMRA).

B. This Agreement applies to the conduct of the Contractor in connection with protected health information anticipated to be provided to, collected, maintained or used by the Contractor in connection with its performance under the Primary Contract.

II. DEFINITIONS

A. The terms used in this Agreement have the meanings set forth in the Privacy Rule, 45 CFR Parts 160 and 164, and as set forth in subsection B of this section.

B. As used in this Agreement the following terms have the meanings indicated:

1. "County" means Howard County, Maryland.

2. "Designated Record Set" means a group of records maintained by or for the County that is (i) the medical records and billing records about individuals maintained by or for the County, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the County to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the County. (45 CFR §164.501.)

3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR §160.103.)

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5), and 1320d-2 and 1320d-4.)

5. "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

6. "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-Gen., §4-301, et seq.

7. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

8. "Protected health information" as defined in the Privacy Rule §§ 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer. For purposes of this Agreement, protected health information is limited to the information created or received by the Contractor from or on behalf of the County.

9. "Required by law" means a mandate contained in law that compels an entity to make use or disclosure of protected health information, that is enforceable in a court of law, and includes but is not limited to the itemized activities set forth in 45 CFR §164.501.

10. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. (45 CFR § 164.50 1.)

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. The Contractor agrees to use or disclose protected health information only as permitted or required by the Privacy Rule, this Agreement, or as otherwise required by law.

B. Except as otherwise provided in this Agreement, the Contractor may:

1. Use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the County as specified in the Primary Contract, provided that the use or disclosure would comply with the Privacy Rule if done by the County, is consistent with the MCMRA, and complies with the County's privacy practices and procedures, if applicable.

2. Use protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor;

3. Disclose protected health information to a third party as necessary to carry out its obligations under the Primary Contract, for proper management and administration of the Contractor or to carry out the Contractor's legal responsibilities if:

a. the disclosure is required by law;

b. the Contractor obtains reasonable assurances from the third party to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by

law or for the purpose for which it was disclosed to the third party; and

c. the third party notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; and

4. Use protected health information to provide data aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

C. The Contractor may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(a)(1).

IV. CONTRACTOR REQUIREMENTS

A. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information other than as provided in Section III of this Agreement, including:

1. Limiting the amount of protected health information used or disclosed pursuant to Section III of this Agreement to the minimum necessary to carrying out the functions of the Primary Contract and to otherwise achieve the purposes of the use and disclosure;

2. Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the County with a written description of these steps, and allowing representatives of the County access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and

3. Requiring each of its employees having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected health information, including the provisions of this Agreement and the Maryland Confidentiality of Medical Records Act.

B. The Contractor agrees to:

1. Mitigate, to the extent practicable, any harmful effect that is known to Contractor, of a use or disclosure of protected health information by Contractor in violation of the requirements of this Agreement;

2. Report to the County any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within five (5) days of the time it becomes aware of the use of disclosure;

3. Ensure that any agent, including a subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the agent that is received from, or created or received by Contractor on behalf of the County;

4. Provide access, at the request of the County, and in the time and manner directed by the County, to protected health information in a designated record set maintained by the Contractor, to the County or, as directed by the County, to an individual in order to meet the requirements under 45 CFR § 164.524;

5. Make any amendment(s) to protected health information in a designated record set maintained by the Contractor that the County directs or agrees to pursuant to 45 CFR §164.526 at the

request of the County or an individual, and in the time and manner directed by the County;

6. Make available to the County, in a time and manner directed by the County or designated by it, any protected health information received from, or created or received by Contractor on behalf of the County, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of determining the County's compliance with the Privacy Rule;

7. Document disclosures of protected health information and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528; and

8. Provide to the County or an individual, in time and manner directed by the County, information collected in accordance with subsection (7) of this section, to permit the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.

C. Upon termination of the Primary Contract, the Contractor agrees that, except as provided in subsection V(C) of this Agreement, all of the protected health information provided by the County to the Contractor, or created or received by the Contractor on behalf of the County pursuant to the Primary Contract will be destroyed or returned to the County.

V. TERM AND TERMINATION

A. This Agreement shall be effective as of _____. It shall remain in effect unless otherwise terminated for the entire term of the Primary Contract including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.

B. Upon the County's knowledge of a material breach by Contractor, the County will either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement for cause if the Contractor does not cure the breach or end the violation within the time specified by the County;

2. Immediately terminate this Agreement for cause if the Contractor has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the County head.

C. Effect of Termination of this Agreement.

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement for any reason, the Contractor shall return or document the destruction of all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. If the Contractor believes that returning or destroying the protected health information is infeasible, the Contractor shall provide to the County notification of the conditions that make return or destruction unfeasible. If the County agrees that return or destruction of protected health information is

unfeasible, the Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures of the protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the protected health information.

D. The County's termination of this Agreement for cause pursuant to this subsection V may be viewed by the County as a breach of the Primary Contract and grounds for termination in accordance with the default termination clause of the Primary Contract.

VI. NOTICE PROVISIONS

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage pre-paid, to the other parties by certified mail, return receipt requested to the following:

FOR THE SERVICE PROVIDER

Name
Title
Company Name
Address
City, State, Zip Code

FOR THE COUNTY

Name
Title
Address
City, State, Zip Code

VII. MISCELLANEOUS

A. A reference in this Agreement to a section in the Privacy Rule means the section in effect at time of execution and as amended from time to time thereafter.

B. The parties agree to take such action to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

C. The respective rights and obligations of the Contractor under Section V(C) of this Agreement shall survive the termination of this Agreement.

D. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

E. The parties agree that this Agreement shall not be assignable, except by written approval, in advance, by the County.

VIII. COMPLIANCE WITH STATE LAW

The Contractor acknowledges that by accepting the protected health information from the County, it becomes a holder of medical records information under the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-Gen. §§4-301 et. seq.) and is subject to the provisions of that law. If the HIPAA Privacy Rule and the MCMRA conflict regarding the degree of protection provided for protected health information, the Contractor shall comply with the more restrictive protection requirement.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

WITNESS:

INSERT LEGAL NAME OF CONTRACTOR

Print Name

By: _____

INSERT NAME
INSERT TITLE

Signature

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By: _____

Ken Ulman
County Executive

APPROVED BY DEPARTMENT:

APPROVED FOR LEGAL SUFFICIENCY
this ____ day of _____, 2009.

INFORMATION & TECHNOLOGY APPROVED:

Margaret Ann Nolan
County Solicitor

Ira Levy, Director
Technology & Communication Services

DOCUMENT D**TECHNICAL PROPOSAL SIGNATURE COVER PAGE**TITLE: Medical Services, Employment

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

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the Request for Proposals, and in the various proposal documents:

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

If yes, indicate the type of minority ownership:

☐ Alaskan Female	☐ Black Female	☐ Far Eastern Female	☐ Near Eastern Female
☐ Alaskan Male	☐ Black Male	☐ Far Eastern Male	☐ Near Eastern Male
☐ American Indian Female	☐ Disabled Female	☐ Hispanic Female	☐ White Female
☐ American Indian Male	☐ Disabled Male	☐ Hispanic Male	

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 your company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income? ☐ YES ☐ NO

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

COMPANY NAME _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO. _____

ADDRESS _____

 (City) (State) (Zip Code)

TELEPHONE _____ FAX _____

E-MAIL ADDRESS _____

Payment Terms _____ F.O.B. Destination, Inside Delivery

The company will accept Visa procurement cards: ☐ Yes ☐ No

(Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. This will be considered in determining the award.)

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

[] We wish to submit a “NO BID” at this time, but request that our company remain on your bidders list for future solicitations.

CONFIDENTIAL INFORMATION

- The County operates under a public information law that permits access to most records and documents.
- It is the Contractor’s responsibility to designate confidential material at the time the proposal is submitted or, upon request, no later than 5 business days following the proposal due date.
- Confidential material must be readily separable from the remainder of the proposal.
- Failure to designate confidential material may result in release of such information.
- The County is not bound by what the Contractor deems confidential. The custodian of records (i.e. the Purchasing Administrator) makes a responsible decision of what is confidential under the act.

SIGNATURE_____ DATE_____

PRINTED NAME_____ TITLE_____

DOCUMENT D**PRICE PROPOSAL COVER PAGE**

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

TITLE: Employment Medical ServicesNIGP CODE/PRODUCT CODE: 948-74

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

ITEM NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE	EXTENDED PRICE
1	Medical History/Physical Exam	200	EA	\$	\$
2	Vision (TITMUS)/Color perception	135	EA	\$	\$
3	Vision Snellen	135	EA	\$	\$
4	Audiogram	135	EA	\$	\$
5	Chest X-Ray (2 views)	50	EA	\$	\$
6	Chest X-Ray B-Reading	50	EA	\$	\$
7	L-S Spine X-Ray (3 views)	50	EA	\$	\$
8	L-S Spine X-Ray (5 views)	50	EA	\$	\$
9	PPD –TB (Mantoux)	50	EA	\$	\$
10	EKG (Resting)	100	EA	\$	\$
11	Bruce Treadmill EKG (Stress)	30	EA	\$	\$
12	Gerkin Treadmill	30	EA	\$	\$
13	Hepatitis B Titer	100	EA	\$	\$
14	Hepatitis C Screen	100	EA	\$	\$
15	Tuberculin Skin Test, 1 st test	200	EA	\$	\$
16	Tuberculin Skin Test, 2 nd test	100	EA	\$	\$
17	Pulmonary Function Test	100	EA	\$	\$
18	DOT Medical Exam	100	EA	\$	\$
19	Drug Test (DOT)	100		\$	\$
20	Drug Test (Non DOT)	100	EA	\$	\$
21	Drug Testing (8 panel)	100	EA	\$	\$
22	Rapid Read Drug Test	100	EA	\$	\$
23	Alcohol Breath test	100	EA	\$	\$
	<i>Blood Laboratory Testing:</i>				
24	CBC	50	EA	\$	\$
25	Sedimentation Rate	50	EA	\$	\$
26	Glucose	50	EA	\$	\$
27	Blood Urea nitrogen	50	EA	\$	\$
28	Creatinine	50	EA	\$	\$

29	Cholesterol HDL	50	EA	\$	\$
30	Cholesterol LDL	50	EA	\$	\$
31	Triglycerides	50	EA	\$	\$
32	Uric Acid	50	EA	\$	\$
33	Sodium	100	EA	\$	\$
34	Potassium	100	EA	\$	\$
35	Chloride	100	EA	\$	\$
36	CO	50	EA	\$	\$
37	Urinalysis	30	EA	\$	\$
	<i>Exposure Surveillance Testing:</i>				
38	Chem Screen	50	EA	\$	\$
39	CBC	50	EA	\$	\$
40	Thyroid	50	EA	\$	\$
41	Lipids	50	EA	\$	\$
42	PCB (serum)	50	EA	\$	\$
43	Heavy Metals	100	EA	\$	\$
44	Chromium	50	EA	\$	\$
45	Blood Lead	50	EA	\$	\$

Total Proposal Price	\$
----------------------	----

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing to be successfully entered into the County's ERP system. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction.

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

COMPANY NAME _____

DOCUMENT D
CONTRACTOR'S QUALIFICATION INFORMATION

Name of Company: _____

1. References: Give name, address, telephone number of owner or manager of three accounts for which Contractor has provided employment medical 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)
3. The Contractor's primary facility is _____ mile(s) from the Howard County Government complex.
Address: _____
Other locations are: _____

REVISED 06/16/09

DOCUMENT E

AFFIDAVIT

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

Contractor _____

Address _____

Telephone _____ RFP Number _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

PRINTED NAME

TITLE

DOCUMENT F

EQUAL BUSINESS OPPORTUNITY PARTICIPATION
NOTICE TO PRIME CONTRACTORS
10% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a total contract award is \$50,000 or more, the Prime Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves minority-owned firms. The percentage requirement may vary if the contract is funded by a federal or state agency. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation* with the bid. While the County requests that Contractors identify their subcontractors at the time bids are submitted; the County acknowledges that sometimes Contractors may need to change their subcontractor(s). Changes in subcontractors may be made by providing written notification to the Office of Purchasing EBO Coordinator, of the change prior to award. After contract award, changes in subcontractors require written approval of the Office of Purchasing EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm

http://www.mdot.state.md.us/MBE_Program/index.html

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

PRIME CONTRACTOR INVOICING REQUIREMENTS

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain

EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Prime Contractor has made a good faith effort and thoroughly documented the efforts.

If the County exercises its option to renew the contract for another one-year term, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to Jacqueline Donaldson-Grey, at jgrey@howardcountymd.gov or 410-313-6370.

SUBCONTRACTOR REPORTING REQUIREMENTS

Successful Prime Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10th of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.



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

COUNTY USE ONLY	
CONTRACT NAME: <u>Employment Medical Services</u>	
Solicitation /Project#: <u>RFP#15-2010</u>	PO#: _____ Contract Renewal #: _____
Contract Amount: _____	Contract Term: _____ EBO APPROVAL: _____
PRIME CONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ Contract Amount: \$ _____
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	

Signature (Vendor Official)_____
Date_____
Title

*EBO TYPES: AF/AM=Native American Alaskan
 FF/FM=Asian Pacific Islander
 WF=White Female

BF/BM=Black
HF/HM=Hispanic

DF/DM=Disabled
NF/NM=Near Eastern

EHB:kea

PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE



Howard County, Maryland
Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

The County's EBO Program requires either an on-site review or documentation to be provided to ensure EBO Subcontracting Participation. To assist in the documentation of your firm's participation and compliance with Howard County's EBO goals, *this form is designed to replace your standard invoice or to accompany your invoice for payment* from Howard County, Maryland. Both pages of this form need to be completed for payment processing as well as a COPY of this form sent to THE OFFICE OF PURCHASING, 6751 COLUMBIA GATEWAY DR., STE 501, COLUMBIA, MD 21046, ATTN: JACKIE DONALDSON-GREY or jgrey@howardcountymd.gov.

Bill To:	Purchase Order or Suborder No.: <i>(Issued from Howard County)</i>	Original Contract Amount: <i>(issued from Howard County)</i>	_____ \$0.00
User Agency: _____	_____		
Street Address: _____			
City, ST, Zip: _____	Contract Title: <i>(Issued from Howard County)</i>	Total Contractor Amount Billed to Date: <i>(includes this month's bill)</i>	_____ \$0.00
Phone Number: _____	_____		
From:	For the Period of: _____	Total Amount Paid to Contrator:	_____ \$0.00
Company Name: _____	☐ Partial Payment <i>(against referenced PO/SO# above)</i>	Balance Due to Contractor: <i>(this month's bill)</i>	_____ \$0.00
Street Address: _____	\$0.00		
City, ST, Zip: _____	☐ Final Payment <i>(against referenced PO/SO# above)</i>	Percent of Work Completed to Date:	_____ 0%
Phone Number: _____	\$0.00		

Quantity	Description of Goods Delivered/Services Performed for Howard County	Unit Price	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	\$0.00	\$0.00
Tax - Sales Tax Exemption No. 30001219			Total 0.00

PRIME CONTRACTOR INVOICING REQUIREMENTS PART TWO



Howard County, Maryland
Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

EBO Subcontractor

Company Name: _____
 Street Address: _____
 City, ST, Zip: _____
 Phone Number: _____

* REMINDER: EBO SUBCONTRACTORS ALSO REPORT THEIR PARTICIPATION TO THE OFFICE OF PURCHASING MONTHLY ON THE COUNTY'S STANDARD FORM THAT REQUIRES ITEMIZED INVOICES. CONTACT THE EQUAL BUSINESS OPPORTUNITY COORDINATOR IN THE OFFICE OF PURCHASING, WITH EBO PARTICIPATION QUESTIONS AT (410) 313-3694.

EBO Participation Goal: 0% or _____ \$0.00

(from the EBO Participation Form)

Total EBO Amount Billed to Date: _____ \$0.00

(includes this month's bill)

Total Amount Paid to EBO Subcontractor: _____ \$0.00

Balance Due to EBO Subcontractor: _____ \$0.00

(this month's bill)

Total Percent EBO Participation Goal to Date: _____ 0%

Invoice# from EBO Subcontractor	Date of Invoice	Description of Invoice	Total Invoice Amount	Amount Paid to EBO SubContractor
Total			\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this invoice has been completed in accordance with the contract and that the current payment shown herein is now due.

Prime Contractor Authorized Signature

Date

SUBCONTRACTING REPORTING REQUIREMENTS



Howard County, Maryland
Office of Purchasing

SUBCONTRACTOR'S MONTHLY PAYMENT REPORT EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

Howard County Office Of Purchasing
Attn: EBO Coordinator
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
Fax: (410) 313-6388

QUESTIONS SHOULD BE DIRECTED TO:
Jackie Donaldson-Grey
Equal Business Opportunity Coordinator
Phone: (410) 313-3694
Email: jgrey@howardcountymd.gov

Your firm has been identified as an EBO Subcontractor for **FILL IN PRIME CONTRACTOR** for **CONTRACT TITLE**. To ensure EBO Subcontracting Participation and compliance, you must complete this form and forward via, mail, fax or email to the Office of Purchasing, Attn: Jackie Donaldson-Grey.

Due by the 10th of Each Month for the Preceding Month

From:

Company Name: _____
Street Address: _____
City, ST, Zip: _____
EBO/MBE Certification #: _____
Services to be Performed: _____

Contact Person: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

For the Period of: _____ **2009**

Original Contract Amount: _____
(issued from Howard County) **\$0.00**

EBO Participation Goal: 0% = **\$0.00**
(from the EBO Participation Form)

Invoice# to Prime Contractor	Date of Invoice	Total Invoice Amount	Date Payment was Received	Amount Received from Prime Contractor
Total				\$0.00

Prime Contractor

Company Name: _____
Street Address: _____
City, ST, Zip: _____

Contact Name: _____
Email Address: _____
Phone Number: _____

Authorized Signature

Date

DOCUMENT G
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
EXEMPTION STATUS
 Subtitle 1, Section 4.122A(b)(2)
 (Must be completed, signed, and submitted with the proposal.)

PART 1

Solicitation No.: 15-2010

Solicitation Title: Medical Services, Employment

Please check all that apply. If none of the following statements apply to your company please sign below and continue to Part 2.

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

NOTE: The wage requirements do not apply to an employee: (1) who performs no measurable work related to any contract with the County; (2) who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law; (3) who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program; (4) for whom a different wage rate is expressly set in a collective bargaining agreement; or (5) for whom a higher wage is required by a federal, state, or County law.

Please check here if none of the above is applicable

☐

Contractor Name: _____

Date: _____

Authorized Signature: _____

 (Typed Name of Signatory)

DOCUMENT G
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
CERTIFICATION

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with the proposal.)

PART 2

Solicitation No.: 15-2010

Solicitation Title: Medical Services, Employment

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

- ☐ As a "covered employer" the Contractor and all subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Section 4.122A) and pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law.
- ☐ Contractor's proposal includes sufficient funds to meet these requirements.
- ☐ The per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Contractor Name: _____		Vendor Identification No. _____	
Address: _____			
Telephone No: _____	Fax No.: _____	E-mail: _____	
Authorized Representative: _____			
Signature	Typed Name of Signatory	Title	Date

Howard County, Maryland
Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
Fax: (410) 313-6388

EXHIBIT III**PRE-EMPLOYMENT PHYSICAL EXAMINATION PROFILES**

PROFILE 1 (OFFICE/SEDENTARY):	HEALTH HISTORY AND PHYSICAL
PROFILE 2 (FIELD/TECHNICAL):	HEALTH HISTORY AND PHYSICAL VISION AUDIOGRAM PULMONARY FUNCTION TEST
PROFILE 3 (LIGHT MANUAL):	HEALTH HISTORY AND PHYSICAL VISION AUDIOGRAM PULMONARY FUNCTION TEST, LUMBAR SPINE X-RAY (3 VIEWS)
PROFILE 4 (HEAVY MANUAL):	HEALTH HISTORY AND PHYSICAL VISION AUDIOGRAM PULMONARY FUNCTION TEST LUMBAR SPINE X-RAY (3 VIEWS E.K.G. (RESTING)
PROFILE 5 (“PUBLIC SAFETY”):	HEALTH HISTORY AND PHYSICAL VISION AUDIOGRAM PULMONARY FUNCTION TEST LUMBAR SPINE X-RAY (3 VIEWS) CHEST X-RAY B-READING/X-RAY INTERPRETATION CHEM PROFILE E.K.G. (RESTING) E.K.G. (STRESS – Gerkins) E.K.G. (STRESS –) HEP B TITER DIP/TET TB/PPD DRUG SCREEN – 5 PANEL

EXHIBIT IV

MEDICAL EVALUATIONS OF CANDIDATES						
Candidates with Category A medical conditions shall not be certified as meeting the medical requirements of this Standard.						
Candidates with Category B medical conditions shall be certified as meeting the medical requirements of this of this standard only if they can perform the essential job tasks without posing a significant safety and health risk to themselves, members, or civilians.						
Head and Neck						
Head						
Category A medical conditions shall include the following:						
(1) Defect of skull preventing helmet use or leaving underlying brain unprotected from trauma						

(2) Any skull or facial deformity that would not allow for a successful respiratory face- piece fit test						
(3) Any head condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)*Deformities of the skull such as depressions or exostoses						
(2)*Deformities of the skull associated with evidence of disease of the brain, spinal cord, or peripheral nerves						
(3)*Loss or congenital absence of the bony substance of the skull						
Neck						
Category A medical conditions shall include any neck condition that results in the candidate not being able to safely perform one or more of the essential job tasks.						
Category B medical conditions shall include the following:						
(1)*Thoracic outlet syndrome						
(2)*Congenital cysts, chronic draining fistulas, or similar lesions						
(3)*Contraction of neck muscles						
Eyes and Vision						
Category A medical conditions shall include the following:						

(1)*Far visual acuity less than 20/40 binocular, corrected with contact lenses or spectacles, or far visual acuity less than 20/100 binocular for wearers of hard contacts or spectacles, uncorrected						
(2)*Color perception—monochromatic vision resulting in inability to use imaging devices such as thermal imaging cameras						
(3)*Monocular vision						
(4) Any eye condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)*Diseases of the eye such as retinal detachment, progressive retinopathy, or optic neuritis						
(2)*Ophthalmological procedures such as radial keratotomy, Lasik procedure, or repair of retinal detachment						
(3) Peripheral vision in the horizontal meridian of less than 110 degrees in the better eye or any condition that significantly affects peripheral vision in both eyes						
Ears and Hearing						
Category A medical conditions shall include the following:						
(1) Chronic vertigo or impaired balance as demonstrated by the inability to tandem gait walk						

(2) On audiometric testing, average hearing loss in the unaided better ear greater than 40 decibels (db) at 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz when the audiometric device is calibrated to ANSI Z24.5, Audiometric Device Testing						
(3) Any ear condition (or hearing impairment) that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)*Unequal hearing loss						
(2) Average uncorrected hearing deficit at the test frequencies 500 Hz, 1000 Hz, 2000 Hz, and 3000 Hz greater than 40 db in either ear						
(3) Atresia, stenosis, or tumor of the auditory canal						
(4)*External otitis						
(5)*Agenesis or traumatic deformity of the auricle						
(6)*Mastoiditis or surgical deformity of the mastoid						
(7)*Ménière's syndrome, labyrinthitis, or tinnitus						
(8)*Otitis media						
Dental						
Category A medical conditions shall include any dental condition that results in inability to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)*Diseases of the jaws or associated tissues						

(3)*Oral tissues, extensive loss						
(2)*Orthodontic appliances						
(4)*Relationship between the mandible and maxilla that interferes with satisfactory postorthodontic replacement or ability to use protective equipment						
Nose, Oropharynx, Trachea, Esophagus, and Larynx						
Category A medical conditions shall include the following:						
(1)*Tracheostomy						
(2)*Aphonia						
(3) Any nasal, oropharyngeal, tracheal, esophageal, or laryngeal condition that results in inability to safely perform one or more of the essential job tasks including fit testing for respirators such as N-95 for medical response, P-100 for particulates and certain vapors, and SCBA for fire and hazmat operations						
Category B medical conditions shall include the following:						
(1)*Congenital or acquired deformity						
(2)*Allergic rhinitis Epistaxis, recurrent						
(4)*Sinusitis, recurrent						
(5)*Dysphonia						
(6) Anosmia						
(7) Tracheal stenosis						
(8) Nasopharyngeal polypoidosis						
Lungs and Chest Wall						
Category A medical conditions shall include the following:						

(1) Active hemoptysis						
(2) Current empyema						
(3) Pulmonary hypertension						
(4) Active tuberculosis						
(5) An FVC or FEV1 less than 70 percent predicted independent of disease as it prevents the safe use of SCBA due to increased minute ventilation requirements leading to the earlier than expected depletion of in the SCBA cylinder						
(6)*Obstructive lung diseases (e.g., emphysema, chronic bronchitis, asthma) with an FEV1/FVC less than 0.75, with both FEV1/FVC below normal (less than .80) as defined by the American Thoracic society						
(7)*Hypoxemia — oxygen saturation less than 90 percent at rest or exercise desaturation by 4 percent or to less than 90 percent (exercise testing indicated when resting oxygen is less than 94 percent but greater than 90 percent)						
(8)*Asthma—reactive airways disease requiring bronchodilator or corticosteroid therapy for 2 or more consecutive months in the previous 2 years, unless the candidate can meet the requirement contained in the (9) (a)below						

(9) Any pulmonary condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
(9.1) A candidate who has in the past required bronchodilator, corticosteroid, or anti-inflammatory therapy for asthma but who does not believe he/she has asthma shall be evaluated by a pulmonologist or other expert in asthmatic lung diseases such as an allergist to determine the following:						
• Asthma has resolved without symptoms off medications for 2 years.						
• If allergic, allergen avoidance or desensitization has been successful.						
• Spirometry demonstrates adequate reserve (FVC and FEV1 greater than or equal to 90 percent) and no bronchodilator response measured off all bronchodilators on the day of testing.						
• Normal or negative response (less than 20 percent decline in FEV1) to provocative challenge using cold air, exercise (12METS), or methacholine. (PC20 greater than 8 is considered normal, as response at dose greater than 8 mg might not be clinically significant.)						
(9.1.1) Challenge testing shall be performed off all anti-inflammatory medications for 4 weeks preceding the test and off all bronchodilators on the day of testing						

Category B medical conditions shall include the following:						
(1)*Pulmonary resectional surgery, chest wall surgery, and pneumothorax						
(2) Pleural effusion						
(3)*Fibrothorax, chest wall deformity, and diaphragm abnormalities						
(4)*Interstitial lung diseases						
(5)*Pulmonary vascular diseases or history of pulmonary embolism						
(6)Bronchiectasis						
(7) Infectious diseases of the lung or pleural space						
(8) Cystic fibrosis						
(9) Central or obstructive apnea						
Heart and Vascular System						
Heart						
Category A medical conditions shall include the following:						
(1)*Coronary artery disease, including history of myocardial infarction, angina pectoris, coronary artery bypass surgery, coronary angioplasty, and similar procedures						
(2)*Cardiomyopathy or congestive heart failure, including signs or symptoms of compromised left or right ventricular function, including dyspnea, S3 gallop, peripheral edema, enlarged ventricle, abnormal ejection fraction, and/or inability to increase cardiac output with exercise						
(3)*Acute pericarditis, endocarditis, or myocarditis						
(4)*Syncope, recurrent						

(5)*A medical condition requiring an automatic implantable cardiac defibrillator or history of ventricular tachycardia or ventricular fibrillation due to ischemic or valvular heart disease, or cardiomyopathy						
(6) Third-degree atrioventricular block						
(7)*Cardiac pacemaker						
(8) Idiopathic hypertrophic subaortic stenosis						
(9) Any cardiac condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)*Valvular lesions of the heart, including prosthetic valves						
(2)*Recurrent supraventricular or atrial tachycardia, flutter, or fibrillation						
(3)*Left bundle branch block						
(4) Second-degree atrioventricular block in the absence of structural heart disease						
(5) Sinus pause more than 3 seconds						
(6)*Ventricular arrhythmia (history or presence of multifocal PVCs or nonsustained ventricular tachycardia on resting EKG with or without symptoms; history or presence of sustained ventricular tachycardia with or without symptoms)						

(7)*Cardiac hypertrophy or hypertrophic cardiomyopathy						
(8)*History of a congenital abnormality						
(9)*Chronic pericarditis, endocarditis, or myocarditis						
Vascular System						
Category A medical conditions shall include the following:						
(1)*Hypertension with evidence of end organ damage or not controlled by approved medications						
(2)*Thoracic or abdominal aortic aneurysm						
(3) Carotid artery stenosis or obstruction resulting in greater than or equal to 50 percent reduction in blood flow						
(4)*Peripheral vascular disease resulting in symptomatic claudication						
(5) Any other vascular condition that results in inability to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1) Vasospastic phenomena such as Raynaud's phenomenon						
(2)*Thrombophlebitis and varicosities						

(3) Chronic lymphedema due to lymphadenopathy or venous valvular incompetency						
(4)* Congenital or acquired lesions of the aorta or major vessels						
(5)* Circulatory instability as indicated by orthostatic hypotension, persistent tachycardia, and peripheral vasomotor disturbances						
(6) History of surgical repair of aneurysm of the heart or major vessel						
Abdominal Organs and Gastrointestinal System						
Category A medical conditions shall include the following:						
(1) Presence of uncorrected inguinal/femoral hernia regardless of symptoms						
(2) Any gastrointestinal condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)* Cholecystitis						
(2)* Gastritis						
(3)* GI bleeding						
(4)* Acute hepatitis						
(5) Hernia including the following:						
(5a) Uncorrected umbilical, ventral, or incisional hernia if significant risk exists for infection or strangulation						
(5b) Significant symptomatic hiatal hernia if associated with asthma, recurrent pneumonia, chronic pain, or chronic ulcers						
(5c)* Surgically corrected hernia more than 3 months after surgical correction						

(6)*Inflammatory bowel disease or irritable bowel syndrome						
(7)*Intestinal obstruction						
(8)*Pancreatitis						
(9) Diverticulitis						
(10)*History of gastrointestinal surgery						
(11)*Peptic or duodenal ulcer or Zollinger-Ellison syndrome						
(12)*Asplenia						
(13)*Cirrhosis, hepatic or biliary						
(14)*Chronic active hepatitis						
Reproductive System						
Category A medical conditions shall include any genital condition that results in inability to safely perform one or more of the essential job tasks.						
Category B medical conditions shall include the following:						
(1) Pregnancy, for its duration						
(2) Dysmenorrhea						
(3) Endometriosis, ovarian cysts, or other gynecologic conditions						
(4) Testicular or epididymal mass						
Urinary System						
Category A medical conditions shall include the following:						
(1) Renal failure or insufficiency requiring continuous ambulatory peritoneal dialysis (CAPD) or hemodialysis						
(2) Any urinary condition that results in the candidate not being able to safely perform one or more of the essential job tasks						

Category B medical conditions shall include the following:						
(1) Diseases of the kidney						
(2) Diseases of the ureter, bladder, or prostate						
Spine and Axial Skeleton						
Category A medical conditions shall include the following:						
(1) Scoliosis of thoracic or lumbar spine with angle greater than or equal to 40 degrees						
(2) History of spinal surgery involving fusion of two or more vertebrae, or rods that are still in place						
(3) Any spinal or skeletal condition producing sensory or motor deficit(s) or pain due to radiculopathy or nerve root compression						
(4) Any spinal or skeletal condition causing pain that frequently or recurrently requires narcotic analgesic medication						
(5) Cervical vertebral fractures with multiple vertebral body compression greater than 25 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (partial, moderate, severe), abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery						

(6) Thoracic vertebral fractures with vertebral body compression greater than 50 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (severe-with or without surgery), abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery						
(7) Lumbosacral vertebral fractures with vertebral body compression greater than 50 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (partial, moderate, severe), fragmentation, abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery						
(8) Any spinal or skeletal condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1) Congenital or developmental malformations of the back, particularly those that can cause instability, neurological deficits, pain, or limit flexibility						
(2) Scoliosis with angle less than 40 degrees						

(3) Arthritis of the cervical, thoracic, or lumbosacral spine						
(4) Facet atrophism, high lumbosacral angle, hyperlordosis, Schmorl's nodes, Scheuermann's disease, spina bifida occulta, spondylolisthesis, spondylolysis, or transitional vertebrae						
(5) History of infections or infarcts in the spinal cord, epidural space, vertebrae, or axial skeletal joints						
(6) History of discectomy or laminectomy or vertebral fractures						
Extremities						
Category A medical conditions shall include the following:						
(1) Bone hardware such as metal plates or rods supporting bone during healing						
(2) History of total joint replacement						
(3) Amputation or congenital absence of upper-extremity limb (hand or higher)						
(4) Amputation of either thumb proximal to the midproximal phalanx						
(5) Amputation or congenital absence of lower-extremity limb (foot or above)						
(6) Chronic non-healing or recent bone grafts						
(7) History of more than one dislocation of shoulder without surgical repair or with history of recurrent shoulder disorders within the last 5 years with pain or loss of motion, and with or without radiographic deviations from normal						
(8) Any extremity condition that results in the candidate not being able to safely perform one or more of the essential job tasks						

Category B medical conditions shall include the following:						
(1)*History of shoulder dislocation with surgical repair						
(2) Significant limitation of function of shoulder, elbow, wrist, hand, or finger due to weakness, reduced range of motion, atrophy, unequal length, absence, or partial amputation						
(3) Significant lack of full function of hip, knee, ankle, foot, or toes due to weakness, reduced range of motion, atrophy, unequal length, absence, or partial amputation						
(4)*History of meniscectomy or ligamentous repair of knee						
(5)*History of intra-articular, malunited, or nonunion of upper or lower extremity fracture						
(6)*History of osteomyelitis, septic, or rheumatoid arthritis						
Neurological Disorders						
Category A medical conditions shall include the following:						
(1) Ataxias of heredo-degenerative type						
(2) Cerebral arteriosclerosis as evidenced by a history of transient ischemic attack, reversible ischemic neurological deficit, or ischemic stroke						

(3) Hemiparalysis or paralysis of a limb						
(4)*Multiple sclerosis with activity or evidence of progression within previous 3 years						
(5)*Myasthenia gravis with activity or evidence of progression within previous 3 years						
(6) Progressive muscular dystrophy or atrophy						
(7) Uncorrected cerebral aneurysm						
(8) All epileptic conditions including simple partial, complex partial, generalized, and psychomotor seizure disorders other than as allowed in 11.1 below						
(9) Dementia (Alzheimer's and other neurodegenerative diseases) with symptomatic loss of function or cognitive impairment (e.g., less than or equal to 28 on Mini-Mental Status Exam)						
(10) Parkinson's disease and other movement disorders resulting in uncontrolled movements, bradykinesia, or cognitive impairment (e.g., less than or equal to 28 on Mini-Mental Status Exam)						
(11) Any neurological condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
(11.1) A candidate with epileptic conditions shall have had complete control during the previous 5 years						
(11.2) To be medically qualified a candidate shall meet all of the following:						

• No seizures for 1 year off all anti-epileptic medication or 5 years seizure free on a stable medical regimen						
• Neurologic examination is normal						
• Imaging (CAT or MRI scan) studies are normal						
• Awake and asleep EEG studies with photic stimulation and hyperventilation are normal						
• A definitive statement from a qualified neurological specialist that the candidate meets the criteria specified in the above four statements and that the candidate is neurologically cleared for fire-fighting training and the performance of a fire fighter's essential job tasks						
Category B medical conditions shall include the following:						
(1) Congenital malformations						
(2)*Migraine						
(3) Clinical disorders with paresis, dyscoordination, deformity, abnormal motor activity, abnormality of sensation, or complaint of pain						
(4) History of subarachnoid or intraparenchymal hemorrhage						
(5) Abnormalities from recent head injury such as severe cerebral contusion or concussion						

Skin						
Category A medical conditions shall include the following:						
(1) Metastatic or locally extensive basal or squamous cell carcinoma or melanoma						
(2) Any dermatologic condition that would not allow for a successful respiratory facepiece fit test						
(3) Any dermatologic condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1)*Skin conditions of a chronic or recurrent nature (eczema, cystic acne, psoriasis) that cause skin openings or inflammation or irritation of the skin surface						
(2)*Surgery or skin grafting						
(3)*Mycosis fungoides						
(4)*Cutaneous lupus erythematosus						
(5)*Raynaud's phenomenon						
(6)*Scleroderma (skin)						
(7)*Vasculitic skin lesions						
(8)*Atopic dermatitis/eczema						
(9)*Contact or seborrheic dermatitis						
(10)*Stasis dermatitis						

(11)*Albinism, Darriers disease, ichthyosis, Marfan syndrome, neurofibromatosis, and other genetic conditions						
(12)*Folliculitis, pseudo-folliculitis, miliaria, keloid folliculitis						
(13)*Hidradenitis suppurativa, furuncles, carbuncles, or Grade IV acne (cystic)						
(14)*Mechano-bullous disorders (epidermolysis bullosa, Hailey pemphigus, porphyria, pemphigoid)						
(15)*Urticaria or angioedema						
Blood and Blood-Forming Organs						
Category A medical conditions shall include the following:						
(1) Hemorrhagic states requiring replacement therapy						
(2) Sickle cell disease (homozygous)						
(3) Clotting disorders						
(4) Any hematological condition that results in inability to safely perform one or more of the essential job tasks						
Category B medical conditions shall include the following:						
(1) Anemia						
(2) Leukopenia						
(3) Polycythemia vera						
(4) Splenomegaly						

(5) History of thromboembolic disease						
(6) Any other hematological condition that results in inability to safely perform essential job tasks						
Endocrine and Metabolic Disorders						
Category A medical conditions shall include the following:						
(1)*Type 1 diabetes mellitus, unless a candidate meets all of the following criteria:						
(1a) Is maintained by a physician knowledgeable in current management of diabetes mellitus on a basal/bolus (can include subcutaneous insulin infusion pump) regimen using insulin analogs						
(1b) Has demonstrated over a period of at least 1 year the motivation and understanding required to closely monitor and control capillary blood glucose levels through nutritional therapy and insulin administration. Assessment of this shall take into consideration the erratic meal schedules, sleep disruption, and high aerobic and anaerobic workloads intrinsic to fire fighting.						
(1c) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the international Clinical Diabetic Retinopathy Disease Severity Scale.						

(1d) Has normal renal function based on a calculated creatinine clearance greater than 60ml/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockcroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300mg protein or greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)						
(1e) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy might be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)						
(1f) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.						
(1g) Has a signed statement from an endocrinologist knowledgeable in management of diabetes mellitus as well as the essential job tasks and hazards of fire fighting as described in 5.1.1 that the candidate meets the following criteria:						
Is being successfully maintained on a regimen consistent with consistent with Endocrine & Metabolic Disorders, Category A , 1a & 1b.						
Has achieved stable control of blood glucose as evidenced by Hemoglobin A1C consistently less than 8 when monitored at						

least twice yearly. This shall include evidence of a set schedule for blood glucose monitoring and a thorough review of data from such monitoring. Does not have an increased risk of hypoglycemia due to alcohol use or other predisposing factors.						
Has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding 1 year, with no more than one episode of severe hypoglycemia in the preceding 5 years.						
Is certified not to have a medical contraindication to fire-fighting training and operations.						
(2) Insulin-requiring Type 2 diabetes mellitus, unless a candidate meets all of the following criteria:						
(2a) Is maintained by a physician knowledgeable in current management of diabetes mellitus.						
(2b) Has demonstrated over a period of at least 3 months the motivation and understanding required to closely monitor and control capillary blood glucose levels through nutritional therapy and insulin administration. Assessment of this shall take into consideration the erratic meal schedules, sleep disruption, and high aerobic and anaerobic workloads intrinsic to fire fighting.						

(2c) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.						
(2d) Has normal renal function based on a calculated creatinine clearance greater than 60 ml/min and absence of proteinuria . (Creatinine clearance can be calculated by use of the the Cockcroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)						
(2e) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)						
(2f) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.						

(2g) Has a signed statement from an endocrinologist knowledgeable in management of diabetes mellitus as well as the essential job tasks and hazards of fire fighting as described in 5.1.1 that the candidate meets the following criteria:						
Is being successfully maintained on regimen consistent with Category A, 1, 1a and 1b above.						
Has achieved stable control of blood glucose as evidenced by Hemoglobin A1C less than 8 when monitored at least twice yearly, which must include evidence of a set schedule for blood glucose monitoring and a thorough review of data from such monitoring. Does not have an increased risk of hypoglycemia due to alcohol use or other predisposing factors						
*Has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding 1 year, with no more than one episode of severe hypoglycemia in the preceding 5 years						
Is certified not to have a medical contraindication to fire-fighting training and operations						
(3) Any endocrine or metabolic condition that results in the candidate not being able to safely perform one or more of the essential job tasks						

Category B medical conditions shall include the following:						
(1)*Diseases of the adrenal gland, pituitary gland, parathyroid gland, or thyroid gland of clinical significance						
(2) Nutritional deficiency diseases or other metabolic disorder						
(3) Diabetes mellitus, not on insulin therapy, but controlled by diet, exercise, and/or oral hypoglycemic agents unless all of the following are met:						
(3a) Has achieved a stable blood glucose as evidenced by Hemoglobin A1C level less than 8 during the prior 3-month period.						
(3b) If on oral hypoglycemic agents, has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding year.						
(3c) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.						
(3d) Has normal renal function based on a calculated creatinine clearance greater than 60 ml/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockcroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)						

(3e) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)						
(3f) Normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.						
Systemic Diseases and Miscellaneous Conditions						
Category A medical conditions shall include any systemic condition that results in the candidate not being able to safely perform one or more of the essential job tasks.						
Category B medical conditions shall include the following:						
(1) Connective tissue disease, such as dermatomyositis, systemic lupus erythematosus, scleroderma, and rheumatoid arthritis						
(2)*History of thermal, chemical, or electrical burn injury with residual functional deficit						
(3) Documented evidence of a predisposition to heat stress with recurrent episodes or resulting residual injury						
Tumors and Malignant Diseases						
Category A medical conditions shall include the following:						
(1) Malignant disease that is newly diagnosed, untreated, or currently being treated, or						

under active surveillance due to the increased risk for reoccurrence						
(2) Any tumor or similar condition that results in the candidate not being able to safely perform one or more of the essential job tasks						
Category B medical conditions shall be evaluated on the basis of an individual's current physical condition and on the staging and prognosis of the malignancy (i.e., likelihood that the disease will recur or progress), and include the following:						
(1)*Benign tumors						
(2)*History of CNS tumor or malignancy						
(3)*History of head and neck malignancy						
(4)*History of lung cancer						
(5)*History of GI or GU malignancy						
(6)*History of bone or soft tissue tumors or malignancies						
(7)*History of hematological malignancy						
Psychiatric Conditions						
Category A medical conditions shall include any psychiatric condition that results in the candidate not being able to safely perform one or more of the essential job tasks.						

Category B medical conditions shall include the following:						
(1) A history of psychiatric condition or substance abuse problem						
(2) Requirement for medications that increase an individual's risk of heat stress, or other interference with the ability to safely perform essential job tasks						
Chemicals, Drugs, and Medications						
Category A medical conditions shall include those that require chronic or frequent treatment with any of the following medications or classes of medications:						
(1) Narcotics, including methadone						
(2) Sedative-hypnotics						
(3) Drugs that prolong prothrombin time, partial thromboplastin time, or international normalized ratio (INR)						
(4) Beta-adrenergic blocking agents, high-dose diuretics, or central acting antihypertensive agents (e.g., clonidine)						
(5) Respiratory medications: inhaled bronchodilators, inhaled corticosteroids, systemic corticosteroids, theophylline, and leukotriene receptor blockers/antagonists						
(6) High-dose corticosteroids for chronic disease						
(7) Anabolic steroids						

(8) Any chemical, drug, or medication that results in the candidate not being able to safely perform one or more of the essential job tasks						
(8a) Tobacco use shall be a Category A medical condition (where state law allows).						
(8b) Evidence of illegal drug use detected through testing, conducted in accordance with Substance Abuse and Mental Health Service Administration (SAMHSA), shall be a Category A medical condition.						
(8c) Evidence of clinical intoxication or a measured blood alcohol level that exceeds the legal definition of intoxication according to the AHJ at the time of medical evaluation shall be a Category A medical condition.						
Category B medical conditions shall include the use of the following:						
(1) Cardiovascular agents						
(2) Stimulants						
(3) Psychiatric medications						
(4) Other than high-dose systemic corticosteroids						
(5) Antihistamines						
(6) Muscle relaxants						