

# County Council Of Howard County, Maryland

2018 Legislative Session

Legislative Day No. **1**

## Resolution No. 12-2018

Introduced by: The Chairman at the request of the County Executive

A RESOLUTION pursuant to Section 4.104 of the Howard County Code, amending the Purchasing Manual in order to incorporate the Veteran-Owned Business Enterprise Program.

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Introduced and read first time \_\_\_\_\_, 2018.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

Read for a second time at a public hearing on \_\_\_\_\_, 2018.

By order \_\_\_\_\_  
Jessica Feldmark, Administrator

This Resolution was read the third time and was Adopted\_\_\_, Adopted with amendments\_\_\_, Failed\_\_\_, Withdrawn\_\_\_, by the County Council on \_\_\_\_\_, 2018.

Certified By \_\_\_\_\_  
Jessica Feldmark, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1           **WHEREAS**, Council Bill No. 8-2018 establishes the Veteran-Owned Business  
2 Enterprise Program in order to encourage the use of Veteran-Owned Businesses in County  
3 contracts and procurement; and

4  
5           **WHEREAS**, the County’s Purchasing Manual sets forth the operating procedures for the  
6 County’s procurement process and was just amended by passage of Council Resolution No. 120-  
7 2017; and

8  
9           **WHEREAS**, further amendments are needed to incorporate the Veteran-Owned Business  
10 Enterprise Program into the Purchasing Manual.

11  
12           **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County,  
13 Maryland this \_\_\_ day of \_\_\_\_\_, 2018, that it hereby approves revisions to the following  
14 sections of the Purchasing Manual, as amended by Council Resolution No. 120-2017,  
15 substantially in the form attached to this Resolution:

- 16           1. Principles;
- 17           2. Section J; and
- 18           3. Exhibit I.

19  
20           **AND BE IT FURTHER RESOLVED**, that the Purchasing Manual’s Table of Contents  
21 shall be amended by adding the following, along with the relevant page number:

22           “SECTION U VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM .....  
23                                       1. GUIDELINES AND PROCEDURES  
24                                       2. PROGRAM PRACTICES  
25                                       3. RECORDS AND REPORTS”.

26  
27           **AND BE IT FURTHER RESOLVED**, that new Section U is added to the Purchasing  
28 Manual, substantially in the form attached to this Resolution.

29  
30           **AND BE IT FURTHER RESOLVED**, that all other provisions approved by the passage  
31 of CR 120-2017 shall remain in full force and effect.

1           **AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect on the date  
2 Council Bill No. 8-2018 takes effect.

3

4           **AND BE IT FURTHER RESOLVED**, that the County Purchasing Agent may correct  
5 obvious errors, capitalization, spelling, grammar, headings and similar matters and may publish  
6 the Purchasing Manual by adding or amending covers, title pages, table of contents, and graphics  
7 to improve readability.

**PRINCIPLES**

Personnel associated with the purchasing function shall comply with the following principles:

1. In all transactions to consider first the interests of the County;
2. To believe and carry out the established policies of the County;
3. To be receptive to competent counsel from colleagues;
4. To be guided by counsel without impairing the dignity and responsibility of the office;
5. To strive consistently for knowledge of the materials and process of manufacture;
6. To establish practical methods for the conduct of the office;
7. To subscribe to and work for honesty and truth in buying and selling and to denounce all forms and manifestations of commercial bribery;
8. To accord a prompt and courteous reception to all who call on a legitimate business mission;
9. To counsel and assist fellow purchasing agents in the performance of their duties;
10. To cooperate with all organizations and individuals engaged in activities designed to enhance the development and standards of purchasing;
11. To encourage participation in the Equal Business Opportunity (EBO) program in order to attain increased EBO participation in purchasing activities; [[and]
12. TO ENCOURAGE PARTICIPATION IN THE VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM IN ORDER TO ATTAIN INCREASED VETERAN PARTICIPATION IN PURCHASING ACTIVITIES; AND
- [[12]]13. To subscribe to the National Institute of Governmental Purchasing, Inc. (NIGP) Code of Ethics.

1 **Section J Professional Services – Quality Based Selection (QBS)**  
2 **(Reference Code Sec. 4.113)**  
3

4 1. **When Used:**  
5

- 6 A. Generally for professional services requiring individuals or organizations that  
7 possess a high degree of technical knowledge and skills, including but not  
8 limited to, architects and engineers, where competitive selection is used.  
9  
10 B. A combination of purchasing methods may be used including, but not limited  
11 to, expressions of interest and a request for proposals, for both capital and  
12 non-capital projects, all at the discretion of the County Purchasing Agent.  
13

14 2. **Phase I - Expression of Interest (EOI)**  
15

16 a. Procedure  
17

- 18 (1) The user agency prepares an outline of the intended scope with  
19 summary description of the project and the type of services  
20 required.  
21  
22 (2) Place the public notice. The notice will include the requirement  
23 for completion of Form SF 330, if applicable.  
24  
25 (3) Expressions of Interest packages will be posted on the County's  
26 website and will be provided to firms upon request. In addition to  
27 the description of the service need, the Expression of Interest will  
28 also include any special requirements, i.e., Equal Business  
29 Opportunity, VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM,  
30 federal and state requirements and insurance requirements.  
31

32 b. Submission of Expression of Interest  
33

- 34 (1) Expressions of Interest are submitted to the Office of Purchasing  
35 prior to the closing date and time.  
36  
37 (2) The Office of Purchasing shall retain Expressions of Interest in a  
38 secure place prior to opening.  
39  
40 (3) Each Expression of Interest shall be submitted in a sealed  
41 envelope marked with the project number and name.  
42  
43 (4) The consultant may withdraw or change the Expression of Interest  
44 prior to opening. The consultant may make corrections on the  
45 original Expression of Interest by initialing the changes and  
46 resealing the Expression of Interest.  
47

48 c. Opening of Expression of Interest  
49

- 50 (1) On the date, time and place indicated, the Purchasing  
51 Administrator or designee opens the Expression of Interest with at  
52 least one other County employee present.

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- (2) The Purchasing Administrator or designee shall reject all Expressions of Interest received after the scheduled opening
- (3) After Expression of Interest opening, all Expressions of Interest are considered County property and may not be withdrawn by the firm.
- (4) The Office of Purchasing forwards the Expression of Interest to the designated leader of the Quality Based Selection (QBS) Committee (minimum 5 members) to coordinate the evaluation of the Expression of Interest.

d. Evaluation

The designated leader of the Qualifications Based Selection (QBS) Committee will coordinate the evaluation of the Expression of Interest using the developed criteria. The leader of the QBS Committee will forward a memo to the Purchasing Administrator with the committee's findings including the identification of the firms (minimum 3) for interviewing. The Office of Purchasing will notify each participating firm of their selection/non-selection.

e. Appeal

Consultants not receiving pre-qualification status may appeal the County's decision, in writing, within 10 days of notification. The Office of Purchasing will be responsible for responding within ten days of receipt of the appeal. The Purchasing Administrator's decision relative to the appeal shall be final.

3. Phase II - Interviews

a. Procedure

- (1) The QBS committee establishes dates and times for interviews for each competing firm/team/consultants.
- (2) Consultants complete interviews with the QBS Committee per promulgated guidelines.
- (3) QBS Committee notified Purchasing Administrator of selected consultant via memo.
- (4) Purchasing Administrator issues letter to firm; Buyer issues letter to non-selected firms.

1 4. Phase III - Competitive Negotiation and Contract Award

2  
3 a. Negotiation Procedure

- 4  
5 (1) The top ranked firm(s) for the requirement will provide a scope of  
6 work consisting of technical specifications, architectural program,  
7 and any special requirements for the specific project. The County,  
8 as applicable, may provide the budget cost estimate, proposed  
9 completion date and other pertinent information relative to the  
10 project.  
11  
12 (2) The selected firm shall prepare a proposal comprising the  
13 complete scope of work.  
14  
15 (3) Prior to the start of negotiations, the selected firm shall submit the  
16 proposed scope of work, including special and unique  
17 management approaches, involvement of principals and  
18 consultants, and a proposed schedule, to the leader of the QBS  
19 Committee.  
20  
21 (4) The leader of the QBS Committee arranges the initial negotiation  
22 meeting. Negotiations will center upon mutual understanding of  
23 the scope of work.  
24  
25 (5) Firms will then submit to the Office of Purchasing service fees by  
26 project phase, expectations as to specific architect and consultant  
27 costs, and the level of activity and fees for each phase. Additional  
28 service rates, by discipline, will also be established during this  
29 negotiation. The type of fee shall be lump sum.  
30  
31 (6) The leader of the QBS Committee may enter into fee negotiations.  
32  
33 (7) If the committee is unable to negotiate a satisfactory contract with  
34 the firm ranked first at a price considered to be fair and reasonable  
35 after two tries, negotiations shall be formally terminated.  
36 Negotiations shall then be undertaken with the second-ranked  
37 firm, and if necessary, the third-ranked firm.

38  
39 b. Award of Contract Procedure

- 40  
41 (1) The finalized fee proposal with recommendations will be  
42 forwarded to the Director of Public Works, or the Director's  
43 designee, for submission to the Purchasing Administrator. If  
44 either rejects the recommendation, it will go back for review and  
45 further negotiation.  
46  
47 (2) The County will notify all firms under consideration of the award  
48 of contract, award amount, and appeal rights.  
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c. Appeal

Firms who were not selected may appeal the County's decision, in writing, within ten days of notification. The Office of Purchasing will be responsible for responding within 10 days of receipt of the appeal. The Purchasing Administrator's decision relative to the appeal shall be final.

5. Professional Services For Which It Is Not Practical To Bid (Reference Code Sec. 4.113(a))

Whenever practical, the purchase of professional services shall be made through a competitive bidding process. When it is not practical to purchase professional services using one of the methods mentioned above, the user agency shall consult with the Purchasing Administrator to select another method which will provide as much competition as is practical given the nature of the services and the circumstances under which the services are needed.



1 **SECTION U VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM (VOBE)**  
2 **(REFER TO CODE SECTION 4.130)**  
3

4 THE VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM IS DESIGNED TO FOSTER  
5 PARTICIPATION BY VETERAN-OWNED BUSINESS ENTERPRISES IN THE COUNTY'S  
6 PROCUREMENT PROCESS.  
7

8  
9 1. **GUIDELINES AND PROCEDURES**

10 THE OFFICE OF PURCHASING WILL:  
11

- 12  
13 A. PROVIDE MAXIMUM OPPORTUNITY FOR VOBES TO PARTICIPATE IN THE  
14 COUNTY'S PROCUREMENT PROCESS THROUGH DISSEMINATION OF  
15 INFORMATION AND SOLICITATIONS; AND  
16  
17 B. COMPLY WITH MONITORING AND REPORTING REQUIREMENTS.  
18

19 2. **PROGRAM PRACTICES**

- 20  
21 A. ENCOURAGE VOBES PARTICIPATION IN EVERY PROCUREMENT.  
22  
23  
24 B. INCLUDE VETERAN-OWNED BUSINESS ENTERPRISE CLAUSE IN ALL  
25 SOLICITATIONS AND CONTRACTS AS APPROPRIATE.  
26  
27 C. ENSURE VOBES ON THE BIDDERS LIST ARE GIVEN THE SAME OPPORTUNITY AS  
28 OTHERS.  
29  
30 D. IDENTIFY SPECIFIC COMMODITIES AND SERVICES WHERE VOBES ARE NOT  
31 CURRENTLY BEING USED AND ENCOURAGE THEIR PARTICIPATION IN THE  
32 PROCUREMENT PROCESS.  
33  
34 E. IDENTIFY QUALIFIED VOBES THROUGH ANNUAL PARTICIPATION IN BUSINESS  
35 OPPORTUNITY FAIRS, MEETINGS, TRADE SHOWS, COMMUNICATIONS WITH  
36 OTHER PROCUREMENT PERSONNEL AND DIRECTORIES IDENTIFYING VOBES.  
37  
38 F. DURING PRE-BID AND PRE-PROPOSAL CONFERENCES, EXPLAIN THE COUNTY'S  
39 VOBES GOAL AND POLICY ENCOURAGING THE USE OF VOBES, AND EXPLAIN  
40 THE REQUIREMENTS FOR STATE AND FEDERALLY FUNDED PROJECTS, IF  
41 APPROPRIATE.  
42  
43 G. PROVIDE TECHNICAL ASSISTANCE TO POTENTIAL VOBES SUPPLIERS AS  
44 NECESSARY TO ENSURE THAT THEY ARE GIVEN SUFFICIENT INFORMATION  
45 REGARDING BID REQUIREMENTS AND PROCEDURES.  
46  
47 H. MAINTAIN RECORDS ON ALL PROCUREMENTS THAT WOULD IDENTIFY:  
48  
49 (1) NAME OF VENDOR AWARDED CONTRACT AND/OR PURCHASE ORDER;  
50  
51 (2) AWARD AMOUNT;  
52

- 1 (3) NAMES, ADDRESSES AND VOBES CODE(S) OF ALL VENDORS CONTACTED
- 2 FOR EACH SOLICITATION;
- 3
- 4 (4) SERVICE OR COMMODITY CODE(S) OF THE ITEM(S) PURCHASED; AND
- 5
- 6 (5) TOTAL AMOUNT OF ALL AWARDS TO VOBES.
- 7

8 3. RECORDS AND REPORTS

- 9
- 10 A. THE OFFICE OF PURCHASING SHALL MAINTAIN RECORDS TO DETERMINE
- 11 COMPLIANCE WITH VOBES PROGRAM PROCEDURES INCLUDING:
- 12
- 13 (1) THE COMMODITY OR SERVICE CAPABILITY OF EACH VOBES,
- 14
- 15 (2) ALL CONTRACTS AWARDED, TYPE OF SERVICE OR COMMODITY
- 16 PURCHASED AND AMOUNT OF AWARD; AND
- 17
- 18 (3) DOCUMENTATION OF SOLICITATIONS MADE TO OBTAIN SERVICES OF
- 19 VOBES.
- 20
- 21

1 EXHIBIT I

2  
3 DICTIONARY OF PURCHASING TERMS

4  
5  
6 ACCEPT: To receive with approval or satisfaction; to receive with intent to retain (e.g.,  
7 accept delivery of material at receiving).

8  
9 ACKNOWLEDGEMENT: A form used to inform the buyer that the seller has accepted  
10 the order.

11  
12 ADVERTISING: The solicitation of competition through public announcement (i.e.  
13 electronic media, bulletin boards, newspapers).

14  
15 AGREEMENT: See Contract

16  
17 ALL OR NONE: A term used in bidding where vendor conditions the bid prices upon  
18 acceptance and award for all items or group of items bid.

19  
20 ALTERNATIVE BID: A bid that invites for consideration one or more offers of an option  
21 or choice based upon equipment or satisfactory performance by user (e.g., such bid is  
22 only acceptable when the variance is deemed to be immaterial).

23  
24 AUCTION BID: A bid submitted through an electronic commerce portal that is in  
25 response to an Invitation for Auction Bids that must conform to a prescribed format  
26 identified in the Invitation for Auction Bids.

27  
28 AWARD: The presentation of a purchase agreement or contract to a bidder after all  
29 necessary approvals have been obtained; the acceptance of a bid or proposal.

30  
31 BACK DOOR BUYING: Making a purchase without going through the central or  
32 designated purchasing authority.

33  
34 BACK DOOR SELLING: The endeavor to sell to departments or agencies of government  
35 without authorization of designated purchasing authority.

36  
37 BACK ORDER: The undelivered part of a previous order that the vendor agrees to ship  
38 later.

39  
40 BID: A competitive price offer made by an intended seller, usually in reply to an  
41 invitation to bid. A price offer made at a public auction.

42  
43 BID BOND: An insurance agreement in which a third party agrees to be liable to pay a  
44 certain amount of money in the event the awarded bidder fails to sign the contract as bid.  
45 See Bid Deposit.

46  
47 BID DEPOSIT: A sum of money or check deposited with and at the request of the  
48 government to guarantee that the bidder (depositor) will, if selected, sign the contract as  
49 bid. If the bidder does not sign the contract, the deposit is forfeited in full.

50  
51 BID OPENING: The act of publicly opening the bid envelopes at specified dates and  
52 times.

1  
2 **BIDDERS LIST:** A list of potential vendors including names and addresses from whom  
3 bids and proposals may be solicited.  
4  
5 **BLANKET ORDER:** Encumbers a sum of money in one fiscal period to be purchased  
6 against.  
7  
8 **BULK PURCHASING:** Purchasing in large quantities in order to reduce the price per  
9 unit; volume purchasing.  
10  
11 **CASH DISCOUNT:** A discount from the purchase price allowed to the purchaser if he  
12 pays within a specified period. (i.e. 2% 10 days, net 30 days).  
13  
14 **C.O.D. (CASH ON DELIVERY):** Payment due and payable upon delivery of goods.  
15  
16 **CERTIFICATED OF NON-COLLUSION:** A statement signed by a bidder and submitted  
17 with bid to affirm that bid is made freely without consultation with any other bidder.  
18  
19 **COLLUSION:** A secret agreement or cooperation between two or more persons to  
20 accomplish a fraudulent, deceitful or unlawful purpose.  
21  
22 **COMAR:** Code of Maryland Regulations, Title 21, State Procurement Regulations as  
23 amended.  
24  
25 **COMMODITY:** An article of trade or value, something that is bought or sold, any  
26 moveable or tangible item that is produced or used as the subject of trade or commerce  
27 (a.k.a. goods, materials, supplies, equipment).  
28  
29 **COMMODITY CONTRACT:** Contracts for commodities issued for specific items and at  
30 fixed prices or discounts or based on discounts off list prices or some fixed percentage.  
31  
32 **COMPETITIVE BIDDING:** The offer of firm bids by individuals or firms competing for a  
33 contract, privilege, or right to supply specified services or merchandise.  
34  
35 **CONFIRMING ORDER:** A Purchase Order restating the same terms originally placed  
36 orally.  
37  
38 **CONTRACT:** An SAP document, enforceable by law, between two or more competent  
39 parties, to do or not to do something not prohibited by law, for a consideration. An  
40 example is a contract for the procurement of commodities or services.  
41  
42 **CONTRACT ADMINISTRATION:** The management of all facets of contracts to assure  
43 the contractor's total performance is in accordance with his contractual commitments  
44 and that the obligations of the purchases are fulfilled. In government, this management  
45 is conducted within the framework of delegated responsibility and authority and  
46 includes the support of using agencies.  
47

1 CONTRACT, FIRM-FIXED PRICE: A contract that provides for a price not subject to  
2 any adjustment by reason of the cost experience of the contractor in the performance of  
3 the contract. It is used for contracts awarded after formal bidding, also used in  
4 negotiated contracts when reasonably definite specifications are available and costs can  
5 be estimated with reasonable accuracy to enable the negotiation of a fair price.

6  
7 CONTRACT, FIXED-PRICE WITH ESCALATION: A fixed price type of contract that  
8 provides for the upward and downward revision of the stated contract price upon the  
9 occurrence of certain contingencies (such as fluctuations in material prices and labor  
10 rates) specifically defined in the contract.

11  
12 CONTRACTOR: One who agrees to furnish goods or services at a specified price  
13 (especially for construction).

14  
15 COOPERATIVE PURCHASING: The combining of requirements of two or more public  
16 entities in order to obtain the benefits of volume purchases and/or reduction in  
17 administrative expenses.

18  
19 DEPUTY PURCHASING AGENT: Purchasing Administrator.

20  
21 DISABLED BUSINESS ENTERPRISE (DBE): (Refer to Code Sec. 4.102(k)) A business  
22 that is (i) at least 51% owned by one or more disabled individuals; or (ii) in the case of  
23 any publicly owned corporation, at least 51% of the stock of which is owned by one or  
24 more individuals with disabilities, WHOSE OWNERSHIP INTEREST IS REAL AND CONTINUOUS,  
25 AND NOT CREATED SOLELY TO MEET THE DISABLED-OWNED BUSINESS PROVISIONS OF THE  
26 EQUAL BUSINESS OPPORTUNITY PROGRAM, [[and]] whose general management and daily  
27 business affairs and essential productive operations are controlled by one or more  
28 individuals with disabilities; and which has been certified by the equal business  
29 opportunity commission as a disabled business enterprise.

30  
31 ELECTRONIC SIGNATURE: An electronic (electrical, digital, magnetic, wireless,  
32 optical, electromagnetic or similar capabilities) identifier or the electronic result of an  
33 authentication technique attached to or logically associated with a record that is  
34 intended by the person using it to have the same force and effect as a manual signature.

35  
36 EMERGENCY: The necessity for the immediate purchase of commodities or services  
37 essential to protect the life, health or public safety.

38  
39 ENCUMBRANCE: Reserved obligations in the form of Purchase Orders or contract,  
40 which are chargeable to an appropriation is reserved. Funds cease to be encumbrances  
41 when paid or when the actual Purchase Order is set up.

42  
43 EQUIPMENT: Commodities of durable nature which retain their identity throughout  
44 their useful life (i.e. vehicles, computers, etc.)

45  
46 EVALUATION OF BIDS: The process of examining a bid after opening to determine the  
47 bidder's responsibility, responsiveness to requirements, and other characteristics of the  
48 bid relating to the selection of the award bid.

49  
50 EXPEDITE: To facilitate or hasten delivery of goods ordered by purchaser, generally  
51 according to the contract terms.

52

1 FIDELITY BOND: A bond that secures an employer up to an amount stated in the bond  
2 for losses caused by dishonesty or infidelity on the part of an employee.  
3  
4 FISCAL YEAR: A period of twelve consecutive months selected as a basis for annual  
5 financial reporting, planning, or budgeting. (July 1 – June 30 for Howard County).  
6  
7 FORMAL BID PROCEDURE (Invitation to Bid or Request for Proposal): An advertised  
8 request for the submission of bids in a sealed envelope and in conformance with a  
9 prescribed format to be opened publicly at a specified time.  
10  
11 F.O.B. (FREE ON BOARD): A shipping term defining the point at which the buyer takes  
12 legal title to the goods, who is responsible for payment of freight, and who is responsible  
13 for prosecuting claims against carriers for loss or damage to the goods in transit.  
14  
15 F.O.B. DESTINATION: A shipping term that indicates that title changes hands from  
16 vendor to purchaser at the destination of the shipment; vendor owns goods in transit and  
17 files any claims.  
18  
19 F.O.B. ORIGIN: A shipping term that indicates that title changes hands from vendor to  
20 purchaser at the origin of the shipment; purchaser owns goods in transit and files any  
21 claims.  
22  
23 GOODS: See Commodity.  
24  
25 IDENTICAL BID: A bid that agrees in all respects with another bid; tie bid.  
26  
27 INFORMAL BID PROCEDURE: A request for written price quotations for commodity or  
28 service that does not require advertising, a public opening or reading of bids.  
29  
30 INSURANCE: A contract in which one party, for a fee, undertakes to protect another  
31 party against loss, damage or liability arising from an unknown or contingent incident.  
32 Coverage by a contract binding a party to indemnify another against specified loss in  
33 return for premiums paid.  
34  
35 INVENTORY: A stock of goods or an itemized list of a stock of goods indicating volume  
36 and values.  
37  
38 INVOICE: Seller's itemized document stating prices and quantities of goods and/or  
39 services delivered, and sent to buyer for payment.  
40  
41 LEASE PURCHASE AGREEMENT: An acquisition contract in which the lease's periodic  
42 payments or parts thereof are applied both to fulfill the lease obligation and as  
43 installments for equity and eventual ownership of the commodity upon completion of the  
44 agreement.  
45  
46 MAINTENANCE: The upkeep of buildings, facilities, structures, grounds and equipment  
47 to keep it in an efficient operating condition.  
48  
49 MATERIALS: See Commodity  
50

1 MINORITY BUSINESS ENTERPRISE (MBE): (Refer to Code Sec. 4.102(r)) A business  
2 that is: (i) at least 51% owned by one or more minority individuals; or (ii) in the case of  
3 any publicly owned corporation, at least 51% of the stock of which is owned by one or  
4 more minority individuals, WHOSE OWNERSHIP INTEREST IS REAL AND CONTINUOUS, AND  
5 NOT CREATED SOLELY TO MEET THE MINORITY-OWNED BUSINESS PROVISIONS OF THE EQUAL  
6 BUSINESS OPPORTUNITY PROGRAM, [[and]] whose general management and daily  
7 business affairs and essential productive operations are controlled by one or more  
8 minority individuals; and that has been certified by the Howard County Equal Business  
9 Opportunity Commission as a minority business enterprise.

10  
11 NO BID: A response to an invitation for bids stating that respondent does not wish to  
12 submit an offer. It usually operates as a procedures consideration to prevent suspension  
13 from the bidders list for failure to submit bids.

14  
15 CHANGE ORDER: Purchaser's written modification or addition to a Purchase Order.

16  
17 PAYMENT BOND: A bond furnished by a surety company that provides security that all  
18 work bid will be performed.

19  
20 PERFORMANCE BOND: A bond furnished by a surety company that provides security  
21 that all work bid will be performed.

22  
23 PIGGYBACK CONTRACT: A form of cooperative purchasing in which an entity has  
24 competed and awarded a contract and the vendor is willing to provide the same prices,  
25 terms and conditions of the contract to another entity.

26  
27 PRE-BID/PRE-PROPOSAL CONFERENCE: Meeting held with prospective bidders  
28 prior to solicitation of bids or proposals, to recognize state of the art limits, technical  
29 aspects, specifications and standards relative to the subject and elicit expertise and  
30 bidders interest in pursuing the task.

31  
32 PRE-QUALIFICATION OF BIDDERS: The screening of potential vendors in which a  
33 government considers such factors as financial capability, capacity to perform,  
34 reputations, management, etc., in order to develop a list of vendors qualified to bid on  
35 government contracts.

36  
37 PROCUREMENT: Purchasing, renting, leasing, or otherwise acquiring any  
38 commodities, services, or construction; includes all functions that pertain to the  
39 acquisition, including description of requirements, selection and solicitation of sources,  
40 preparation and award of contract, and all phases of contract administration. The  
41 combined functions of purchasing, inventory control, traffic and transportation,  
42 receiving, receiving inspection, storekeeping, and salvage and disposal operations.

43  
44 PROCUREMENT CARD (a.k.a. PURCHASING CARD, PDQ CARD): A payment method  
45 whereby user agencies make purchases directly from suppliers using a credit card, with  
46 predetermined transaction limits and monthly limits, issued by a bank or major credit  
47 card provider.

48

1 PURCHASE ORDER: A written document ordering supplies, services or construction for  
2 the County. The document shows all terms and conditions of the purchase.

3  
4 PURCHASING: The act and function of responsibility for the acquisition of equipment,  
5 materials, commodities, and services.

6  
7 PURCHASING AGENT: County Administrative Officer

8  
9 OFFICE OF PURCHASING: The division within the Department of County  
10 Administration responsible for centralized control over all purchases made by the  
11 County.

12  
13 QUOTATIONS: An offer by a vendor to sell to the County. It may be verbal or written.  
14 Used for items less than the formal bid limit.

15  
16 REPAIR: To restore to sound condition.

17  
18 REQUEST FOR PROPOSAL: A method for acquiring goods or services in which  
19 discussions or negotiations may be conducted with responsible offerors who submit  
20 proposals in the competitive range.

21  
22 RESPONSIBLE BID: A bidder who is deemed qualified to perform all mandatory and  
23 essential requirements of the solicitation.

24  
25 RESPONSIVE BID: A bidder whose bid or proposal is deemed to conform to all  
26 mandatory and essential requirements of the solicitation.

27  
28 REVENUE GENERATING AGREEMENTS: Contracts or Purchase Orders reflecting  
29 incoming funds to the County via commissions on vending machine sales, advertising,  
30 auctions, etc. (Excludes outright sale of surplus equipment.)

31  
32 SERVICE CONTRACT: Contracts for services issued for specific items at fixed prices or  
33 discounts, or based on discounts off list prices or a fixed percentage.

34  
35 SERVICES/PROFESSIONAL SERVICES: The rendering of time, effort, or work, rather  
36 than the furnishing of a specific physical product other than reports incidental to the  
37 required performance. This includes, but is not limited to, the professional personal,  
38 and/or contractual services provided by attorneys, accountants, physicians, architects,  
39 engineers, and consultants providing services that require specialized knowledge or skills  
40 and intellectual skill in the performance or the service.

41  
42 SMALL BUSINESS: As defined by Code of Maryland Regulations. (COMAR) 21.01.02.01  
43 B (80) as follows:

44  
45 A business, other than a broker, which meets the following criteria:

46  
47 It is independently owned and operated;

48 It is not a subsidiary of another firm;

49 It is not dominant in its field of operation;

50 Its wholesale operations did not employ more than 50 persons, and its gross sales  
51 did not exceed an average of \$2,000,000 in its most recently completed three  
52 fiscal years;



1 Its retail operations did not employ more than 25 persons, and its gross sales did  
2 not exceed an average of \$2,000,000 in its most recently completed three  
3 fiscal years;  
4 Its manufacturing operations did not employ more than 100 persons, and its  
5 gross sales did not exceed an average of \$2,000,000 in its most recently  
6 completed three fiscal years;  
7 Its service operations did not employ more than 100 persons, and its gross sales  
8 did not exceed an average of \$2,000,000 in its most recently completed three  
9 fiscal years.

10  
11 **SMALL PURCHASES:** Commodities and services valued at up to \$5,000.

12  
13 **SOLE SOURCE:** The purchase of a commodity or service that is only available from one  
14 supplier, usually because of its technological, specialized, unique, or proprietary  
15 character.

16  
17 **SOLICITATION:** A request for a priced offer to provide commodities or services.

18  
19 **STOCK:** A supply of material maintained on hand at storage points in a supply system to  
20 meet anticipated demands for it.

21  
22 **SUPPLIER:** See Vendor.

23  
24 **SUPPLIES:** See Commodity.

25  
26 **TABULATION OF BIDS:** The recording of bids and bidding data that was submitted in  
27 response to a specific invitation for the purpose of comparison, analysis, and  
28 recordkeeping.

29  
30 **TIE BID:** See Identical Bid.

31  
32 **UNAUTHORIZED PURCHASES:** Purchases made by the using agency without the prior  
33 approval of the buyer. A justification detailing the nature of the purchase must  
34 accompany the requisition.

35  
36 **USING AGENCY:** Any department, agency, commission, bureau, or other unit in the  
37 county government using the commodities or services.

38  
39 **VENDOR:** One who sells something; a “seller”.

40  
41 **VETERAN-OWNED BUSINESS ENTERPRISE (VOBE):** VETERAN-OWNED BUSINESS  
42 ENTERPRISE (VOBE) MEANS A BUSINESS ENTERPRISE THAT IS VERIFIED BY THE CENTER  
43 FOR VERIFICATION AND EVALUATION OF THE UNITED STATES DEPARTMENT OF VETERANS  
44 AFFAIRS AS A VETERAN-OWNED SMALL BUSINESS ENTERPRISE.

45  
46 **WOMAN BUSINESS ENTERPRISE (WBE):** A BUSINESS ENTERPRISE WHICH IS: (I) AT  
47 LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN; OR (II) IN THE CASE OF ANY PUBLICLY  
48 OWNED CORPORATION, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE  
49 OR MORE WOMEN, WHOSE OWNERSHIP INTEREST IS REAL AND CONTINUOUS, AND NOT  
50 CREATED SOLELY TO MEET THE WOMEN-OWNED BUSINESS PROVISIONS OF THE EQUAL  
51 BUSINESS OPPORTUNITY PROGRAM, WHOSE GENERAL MANAGEMENT AND DAILY BUSINESS

1 AFFAIRS AND ESSENTIAL PRODUCTIVE OPERATIONS ARE CONTROLLED BY ONE OR MORE  
2 WOMEN, WHICH HAS BEEN CERTIFIED BY THE EQUAL BUSINESS OPPORTUNITY COMMISSION  
3 AS A WOMEN BUSINESS ENTERPRISE.