

HARFORD COUNTY HEALTH DEPARTMENT POLICY

Title of Policy: Procurements of Commodities & Services – More than \$25,000	
Program Area: Contract Monitors /Fiscal/ Information Technology (I.T.)/Procurement	
Approved By: <i>Susan Kelly</i>	Original Effective Date: <i>9/3/14</i>
Susan Kelly, Health Officer	Revised Dates:

1.0 POLICY

All procurement activity will be conducted in compliance with Harford County and Maryland State laws, procurement regulations and approved policies and procedures. All solicitations shall be made in accordance with Harford County Procurement Code Chapter 41. Procurements will be conducted with the highest level of ethical standards, fairness, and transparency avoiding the appearances of and preventing the opportunity for favoritism. Purchases will be made by using County, State and Inter-governmental contracts to the extent possible.

2.0 PURPOSE

The policy establishes consistent procurement procedures for products and services costing over \$25,000. The policy's purposes are to assist and provide guidance to all Harford County Health Department (HCHD) programs and to foster competition between vendors. The policy provides guidance so that procurement of products and services costing over \$25,000 will be done in accordance with applicable laws, regulations and approved policies and in a cost effective, efficient and timely manner.

3.0 DEFINITIONS

- 3.1 eMaryland Marketplace (eMM) – The State of Maryland's free internet-based procurement system, provides an efficient way for vendors to access County and State procurement opportunities.
- 3.2 Fund Certification – The form that must be signed by a Division Director, fiscal authority and Health Officer to provide prior written approval of the purchase and to confirm the availability of funds. No contract execution, modification, change, or adjustment will be made unless sufficient funds are available.
- 3.3 Invitation for Bid (IFB) – The procurement method used to solicit bids when the basis of award will be determined solely on cost and the award will be given to the responsible bidder submitting the most favorable bid in accordance with Harford County Procurement Code 41-26 (Appendix E).
- 3.4 Memorandum of Understanding (MOU) – Document that serves as a contract when procuring products and/or services from/with another governmental agency.
- 3.5 Request for Proposal (RFP) – The procurement method used when specifications cannot be prepared that would permit an award based solely on cost. Bidders must submit technical information, which is rated and scored according to

established criteria in the solicitation in accordance with Harford County Procurement Code 41-26 (Appendix E) and is used along with cost to determine the successful bid.

- 3.6 Sole Source – The procurement method used when only one source exists that will meet the requirements (e.g., licensing restrictions, proprietary items, compatibility factors for equipment, continuity of care, and location of vendor within Harford County) in accordance with Harford County Procurement Code 41-30 (Appendix E).

4.0 PROCEDURES

- 4.1 All procurement documents must be maintained until audited or for a period of three years after final payment, whichever occurs last.
- 4.2 The Procurement Unit of the Administration Division is the primary unit of the Harford County Health Department (HCHD) responsible for developing and issuing Invitations for Bid and Requests for Proposals.
- 4.3 For fiscal integrity and program accountability, the Fiscal Officer will review and sign requisitions and Fund Certifications for all procurements of more than \$25,000.
- 4.4 The Procurement Unit will develop and maintain contracts for procurements of more than \$25,000.
- 4.5 The following procedures should be followed when procuring supplies, equipment and services using a competitive process:
- Unless the purchase is being made using a State or other governmental contract, there must be a written solicitation, preferably resulting in written proposals/bids from at least two different vendors.
 - If the solicitation is for services, a Fund Certification (Appendix C) must be signed by the Division Director, Fiscal Officer and Health Officer or designee.
 - If a commodity is being purchased, the Division prepares the 2-part Purchase Requisition (PR) (Appendix A) with the estimated cost, which must be signed by the Division Director. The PR is then sent with supporting documentation to the Fiscal Officer.
 - The Fiscal Unit will ensure that the budget fields are correct (e.g., PCA – Budget Code and/or Item Number) on the PR and, if they are not, the unit will make the necessary corrections. The Fiscal Unit will return the PR to the Procurement Specialist within 3 working days.
 - For services or commodities that will be required on a year-to-year basis, the Procurement Specialist will meet with the Division after receiving the Fund

Certification or requisition approval, in order to obtain detailed information, and the Division will assist the Procurement Specialist in developing the solicitation requirements.

- The RFP is the procurement method required when it is determined that specifications cannot be prepared in a way that would permit an award based solely on price. This method includes evaluation criteria that will be used to score the technical requirements (e.g., technical expertise, experience); these will be included in the solicitation (see Appendix D – RFP Document and Appendix F – RFP Process). An Evaluation Committee will be appointed to evaluate and score each proposal using the technical criteria found in the Harford County RFP Policy and Procedures (Appendix G) and the RFP Schedule (Appendix K). Technical evaluations and costs will be used to determine the successful bidder.
- When it is determined that specifications can be prepared that would permit an award based solely on price, the IFB procurement method will be used. The Procurement Specialist will use the IFB solicitation document (Appendix C). The solicitation should include the following documents as well:
 - Bid/Proposal Affidavit (Appendix H)
 - Contract Affidavit (Appendix I)
 - Sample County Contract (Appendix J).
- The Procurement Specialist is responsible for the following:
 1. Assign a solicitation number using a sequentially numbered Contract No. Log (Appendix L) list maintained in a folder titled “Contract Log” saved on the ACC Shared Drive (all sealed bid/proposal numbers are preceded with the current fiscal year, e.g. 14-001).
 2. Solicitation terms (e.g., description of the item, issue date, due date and time, Procurement Specialist’s name, telephone, fax number and/or e-mail address) must be consistent for all potential bidders. The solicitation must include the form of response requested (e.g., fax, e-mail or mail), and a basis of award (e.g., most favorable bid price, in whole or in part).
 3. Post the solicitation on the HCHD website and eMaryland Marketplace. At least twenty-one (21) days must expire from the solicitation issue date to the due date.
 4. Try to obtain bids from at least two different vendors for the IFB procurement method; however, an award can be made if only one bid is received by the due date and time specified in the solicitation.
- Once a vendor has been selected, the Procurement Specialist prepares the County Contract (see Appendix J) with the bid requirements and pricing and sends this by mail or e-mail to the selected bidder. The bidder must sign the contract and Contract Affidavit (see Appendix I) and return it to the Procurement Specialist.

The Procurement Specialist delivers the contract to the County Attorney for signature. After the contract is approved by the County Attorney and returned to the Procurement Specialist, it is forwarded to the Health Officer for signature. The Health Officer will forward the fully executed contract to the Procurement Specialist.

- Unsuccessful bidders will be emailed the results of the solicitation upon request.
- The Procurement Specialist will make copies of the fully executed contract and will send one copy each to the Contractor, Fiscal Officer, Division Director and the County Attorney.

4.6 The following procedures should be followed in executing a Memorandum of Understanding (MOU) with a government agency:

- A Fund Certification (see Appendix B) must be signed by the Division Director, Fiscal Officer and Health Officer or designee.
- An MOU is prepared by Division staff and must be submitted to the County Attorney for signature by the Director of Administration.
- The MOU is then sent to the governmental agency for signature and will be signed by the HCHD Officer when it is returned.

4.7 The following procedures should be followed when contracting with a single vendor, based on a sole source justification:

- A Fund Certification (see Appendix B) must be signed by the Division Director, Fiscal Officer and Health Officer or designee.
- A Sole Source Justification (see Appendix E) is prepared by the Division staff, approved by the Division Director and Health Officer or designee. The Procurement Specialist then prepares the contract, which must be signed by the County Attorney.

5.0 APPENDICES

- 5.1 Appendix A – Purchase Requisition (PR)
- 5.2 Appendix B – Invitation for Bid (IFB)
- 5.3 Appendix C – Fund Certification
- 5.4 Appendix D – Request for Proposal (RFP)
- 5.5 Appendix E – Determination of Sole Source Procurement of Services
- 5.6 Appendix F – Request for Proposal (RFP) Process
- 5.7 Appendix G – Harford County RFP Policy and Procedures
- 5.8 Appendix H – Bid/Proposal Affidavit
- 5.9 Appendix I – Contract Affidavit
- 5.10 Appendix J – Sample County Contract
- 5.11 Appendix K – RFP Schedule
- 5.12 Appendix L – Contract No. Log

**HARFORD COUNTY HEALTH DEPARTMENT
PURCHASE REQUISITION**

APPENDIX A

DEPARTMENT: _____ BUDGET CODE: _____ NAME: _____

PHONE: _____ ITEM NO.: _____ DATE: _____

SUGGESTED VENDOR: _____ REQUIRED BY DATE: _____

ORDER QUANTITY	U/M (unit of measure, i.e. box, case)	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT

APPROVED: _____ APPROVED: _____
Rev 07/09 Administration/Date Director/Date

**HARFORD COUNTY HEALTH DEPARTMENT
PURCHASE REQUISITION**

DEPARTMENT: _____ BUDGET CODE: _____ NAME: _____

PHONE: _____ ITEM NO.: _____ DATE: _____

SUGGESTED VENDOR: _____ REQUIRED BY DATE: _____

ORDER QUANTITY	U/M (unit of measure, i.e. box, case)	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT

APPROVED: _____ APPROVED: _____
Rev 07/09 Administration/Date Director/Date

HARFORD COUNTY HEALTH DEPARTMENT
INVITATIONS FOR BID



[INSERT TITLE OF THIS SOLICITATION]

BID NO. HCHD XX-XXX *[Insert next Solicitation No. from the Contract Log]*

ISSUE DATE: *[Insert date solicitation issued/posted]*

PROGRAM NAME: *[Insert Program requesting solicitation]*

**ISSUING OFFICE
and SUBMISSION
ADDRESS:** **Harford County Health Department
120 S. Hays Street, Suite 100
Bel Air, Maryland 21014**

PROCUREMENT SPECIALIST: *[Insert name]*
Fax number: *[Insert]*
Phone number: *[Insert]*
E-mail address: *[Insert]*

QUESTIONS DUE: *[Insert mo/date/year of questions due date]
[11 days after issue date]*

BID DUE DATE: *[Insert mo/date/year of bid due date]
[10 days after questions due date]*

BIDDER CHECK LIST

- Have you signed your Bid Form?
- Have you signed the Bid/Proposal Affidavit
- Have you enclosed all required documentation
- Have you returned the original?

[Insert Program name]
[Insert Title of Solicitation]

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ATTACHMENTS REQUIRING COMPLETION

The following documents shall be completed in their entirety and shall include the signature of the successful Bidder’s authorized agent. Failure to complete, sign and/or return all specified attachments may result in disqualification of the Bidder’s bid.

APPENDIX B1 – Bid Form

APPENDIX G – Bid/Proposal Affidavit

INVITATIONS FOR BID

[INSERT TITLE OF SOLICITATION]
[INSERT PROGRAM NAME]
HCHD XX-XXX *[INSERT BID NO.]*

1. INTRODUCTION

Invitations for Bid Objective

This Invitation to Bid is issued to select and contract with a provider for *[Insert what goods/services are to be provided by the contractor and a reason why goods/services are needed for the Program]*

2. GENERAL INFORMATION FOR BIDDERS

2.1 Reservations

2.1.1 The Health Department reserves the right to cancel this bid at any time after issuance, to reject, in whole or in part, any and all bids when, in its judgment, determines that this action is fiscally advantageous or to negotiate with responsible Bidders in any manner necessary to serve its best interests.

2.1.2 The Health Department, with the approval of the County Attorney, may waive informalities and irregularities in bids submitted if such irregularities do not violate any applicable provisions of any rules and regulations or law if such action is considered to be in the best interest of the County or State.

2.2 Addenda

Any necessary additions or corrections to this bid will be made by addenda, and posted on the Health Department's website at www.harfordcountyhealth.com. Addenda become part of the bid, and must be acknowledged by each Bidder; failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The Health Department assumes no responsibility for oral instructions.

2.3 Competition

To better insure fair competition and to permit a determination of the lowest bidder, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not requested, conditional or unconditional unresponsive bids or obviously unbalanced.

2.4 Verification of Registration and Tax Payment

Before a Corporation can do business in the State, it shall be registered and in good standing with the Department of Assessments and Taxation, State Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Contractor complete registration and ensure that it is in good standing prior to the due date for receipt of bids. A Bidder's failure to complete registration and be in good standing with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

2.5 Anti-Bribery Affidavit

Section 16-202, State Finance and Procurement Article requires that each Bidder seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each bid is included with this bid.

2.6 Non-Collusion

By its signature on the bid documents submitted, the Bidder attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor has it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of this bid.

2.7 Compliance with Laws

By submitting a response to this solicitation, Bidder represents that it is not in arrears in the payment of any obligation due and owing Harford County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this bid.

2.8 Law and Regulations

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws which are applicable to the Contract must be strictly complied with. The successful Bidder shall protect and indemnify the State and its agents or employees against any claim of liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

2.9 Qualification and License

2.9.1 The Health Department may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish the Health Department all such information and data for this purpose as the Health Department may request.

2.9.2 The Health Department reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Health Department that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

2.10 Ownership and Retention of Records

All reports, drawings, and other data prepared under the contract issued pursuant to this bid shall become the property of Health Department. Unless otherwise required by applicable statute of limitations, the successful Bidder shall retain all records and documents related to any contract awarded pursuant to this bid for three (3) years after final contract payment by the Health Department, and shall make them available for inspection and audit by authorized representatives of the Health Department at all reasonable times.

2.11 Billing and Payment

2.11.1 The successful Bidder shall keep accurate, document records of time, material and transportation allocable to the Health Department's Contract. Invoice shall be received by the 15th of each month *[Insertion as appropriate for this solicitation] for services rendered for the previous month.* Contract No. HCHD XX-XXX *[Insert Bid No.]* for this bid must appear on all invoices.

2.11.2 By submitting a response to this solicitation, the successful Bidder agrees to accept payments by electronic funds transfer. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form. A PDF copy of the form can be obtained by visiting the State Comptroller's Office website at: <http://compnet.comp.state.md.us/gad>

2.11.3 Electronic payments will be deposited directly into the successful Bidder's bank account within two (2) banking days of the Comptroller's authorization to pay. Related records will be available for audit purposes during normal business hours, as often as deemed necessary.

2.11.4 Invoices shall include the following:

- a) Contractor's name and mailing address;
 - b) Contractor's Federal Tax Identification No. (FEIN)
- [Insert all elements relevant to the invoice for this solicitation]*

2.11.5 Invoices shall be mailed as follows:

Harford County Health Department
P.O. Box 797
Bel Air, Maryland 21014
Accounts Payable
HCHD *XX-XXX [Insert Bid No.]*

2.12 Contract Monitor

The Contract Monitor will manage and coordinate this project. All communications related to this project shall be directed to:

[Insert name of Contract Monitor]
Harford County Health Department
P.O. Box 797
Bel Air, MD 21014
[Insert phone number of Contract Monitor]

2.13 Insurance Requirements

2.13.1 Prior to execution of the Contract, the successful Bidder must obtain, at its own cost and expense, and keep in full force and effect until expiration or termination of the Contract the following insurance requirements written in companies licensed to do business in the State of Maryland.

2.13.2 The coverage will be evidenced by a current Certificate of Insurance issued directly to the Health Department by the successful Bidder's agent, and provide ten (10) days' written notice to the Health Department or cancellation or material change in coverage. All liability policies shall name the Health Department as a Party of Notice.

2.13.3 Required Coverage and Limits: *[This will vary according to solicitation requirements]*

- .1 Medical Professional Liability *[This would not be needed for non-medical services]*
\$1,000,000 per occurrence
\$3,000,000 per annual aggregate
- .2 Employer's Liability
\$100,000/accident
\$100,000/employee disease
\$100,000/disease aggregate

- .3 Bodily and Personal Injury
\$1,000,000 per person
\$1,000,000 per occurrence
- .4 General Liability
\$1,000,000 general policy aggregate
per project
- .5 Umbrella Excess Liability
\$1,000,000/occurrence
\$1,000,000/aggregate limit

2.13.4 The successful Bidder agrees to indemnify and save harmless the State of Maryland from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney’s fees), which the State may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with construction or operation in project) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the successful Bidder (or any of his employees) or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by the successful Bidder.

3. DESCRIPTION OF REQUIREMENTS

See EXHIBIT A, Scope of Services, *[Insert title of this solicitation]*

4. TERMS AND CONDITIONS

- 4.1 The Health Department reserves the right to request clarification of information submitted and to request additional information of one or more Bidder.
- 4.2 In the event that the successful Bidder fails to meet any of the requirements of the Contract as a result of this bid, the Health Department may, by providing a thirty (30)*[This can vary]* day written notice to the successful Bidder, terminate the Contract at any time. In the event the successful Bidder should wish to terminate the Contract at any time, a sixty (60)*[This can vary]* day written notice is required. In this event, the Contractor shall only be entitled to just and equitable compensation for any work satisfactorily completed prior to the termination date.
- 4.3 The Contract resulting from the acceptance of the bid shall be on forms supplied by the Health Department and shall contain, at a minimum, applicable provisions of the bid. The Health Department reserves the right to reject any agreement that does not conform to the bid and any County or State requirements for agreements and contracts.

- 4.4 The successful Bidder shall not assign any interest in the Contract and shall not transfer any interest in the same without prior written approval of the Health Department.
- 4.5 No reports, information or data given to or prepared by the successful Bidder under the Contract resulting from this bid shall be made available to any individual or organization by the successful Bidder without the prior written approval of the Health Department.
- 4.6 The Contract resulting from this bid shall be for a period of one (1) year and will commence on *[Insert mo/date/year contract start date]* and expire on *[insert mo/date/year of expiration date of contract]* with the Health Department having the exclusive option to renew for two (2), one (1) year terms contingent on availability of funds. *[Insert will vary according to the solicitation and available funds]*.

5. BID SUBMISSION

Submission is due *[Insert mo/date/year the bid is due]* NO LATER THAN 2:00:00 P.M. Bid must be in a sealed envelope and **clearly identified** with the title of the solicitation and bid number in the lower, left corner of the envelope. Bids received after the specific date and time will not be considered and returned to the Bidder unopened.

6. BASIS OF AWARD

- 6.1 Award will be made to the responsive and responsible Bidder submitting the lowest total bid in accordance with Section 41-26(F) of the Harford County Code.
- 6.2 In the event of a tie bid, the bid will be awarded in accordance with Section 41-26(F)(4) of the Harford County Code.

7. MINORITY BUSINESS ENTERPRISE NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

8. SAMPLE CONTRACT – APPENDIX J

Harford County Health Department’s form contract is attached as part of this solicitation.

APPENDIX B1

[Insert title of the solicitation]
Bid No. HCHD XX-XXX

The submission of this bid in response to Bid No. HCHD **XX-XXX** evidences the Bidder's acceptance to perform all services as specified in the bid specifications. The undersigned hereby submits the following bid:

[This will vary according to the solicitation, may need price for work hours expected, number of employees expected to work on the project, breakdown on cost of materials, etc]

Price: _____

[Insert the following clause if a commodities bid]

Quantities shown are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of products; and that payment to the successful Bidder will be based on the unit price multiplied by the actual number of quantities purchased.

GENERAL STATEMENT

- 1. The undersigned has checked all of the above figures, and understands that the Harford County Health Department will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.**
- 2. In submitting this bid, it is understood that the Harford County Health Department reserves the right to cancel this bid at any time after issuance, to reject, in whole or in part, any and all bids when, in its judgment, determines that this action is fiscally advantageous or otherwise to serve its best interest.**
- 3. The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the bid's conditions and provisions thereof.**

SUBMITTED BY:

Name of Company

Authorized Representative
(Signature)

Address

Authorized Representative/Title
(Print)

City, State, Zip

FEIN

Telephone Number

E-mail Address

Fax Number

Date

[Insert title of the solicitation]
Bid No. HCHD XX-XXX

The submission of this bid in response to Bid No. HCHD **XX-XXX** evidences the Bidder’s acceptance to perform all services as specified in the bid specifications. The undersigned hereby submits the following bid:

[This will vary according to the solicitation, may need price for work hours expected, number of employees expected to work on the project, breakdown on cost of materials, etc.]

Price: _____

[Insert the following clause if a commodities bid]

Quantities shown are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of products; and that payment to the successful Bidder will be based on the unit price multiplied by the actual number of quantities purchased.

GENERAL STATEMENT

- 1. The undersigned has checked all of the above figures, and understands that the Harford County Health Department will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.**
- 2. In submitting this bid, it is understood that the Harford County Health Department reserves the right to cancel this bid at any time after issuance, to reject, in whole or in part, any and all bids when, in its judgment, determines that this action is fiscally advantageous or otherwise to serve its best interest.**
- 3. The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the bid’s conditions and provisions thereof.**

SUBMITTED BY:

Name of Company

Authorized Representative
(Signature)

Address

Authorized Representative/Title
(Print)

City, State, Zip

FEIN

Telephone Number

E-mail Address

Fax Number

Date

HARFORD COUNTY HEALTH DEPARTMENT FUNDING CERTIFICATION FORM
FOR CONTRACTUAL SERVICES OVER \$5,000

APPENDIX C

REQUESTING CERTIFICATION OF FUNDS IN CONJUNCTION WITH CONSULTANT CONTRACTS, STANDARD CONTRACTS, INFORMATION TECHNOLOGY SERVICES
PROCUREMENTS, SOLICITATIONS, OPTION RENEWALS (EXERCISE), & MODIFICATIONS

Type of Procurement Action (i.e., Consultant, IT, Vendor, etc.): _____
Vendor: _____

HCHD Tracking #: _____
Contract Monitor: _____
Ext: _____

PROGRAM NAME: _____

DESCRIBE SERVICES & PURPOSE: _____

ANTICIPATED CONTRACT COST/VALUE	CURRENT CONTRACT AMOUNT	MOD AMOUNT THIS ACTION	FINAL CONTRACT AMOUNT
	\$10,000.00	\$0.00	\$10,000.00

PCA	AOBJ	SELECT STATE FISCAL YEAR & ENTER AMOUNTS					TOTAL COST BY PCA
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
TOTAL COST: BY STATE FY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MODIFICATION AMT - THIS ACTION:		IF THIS IS A NO-COST MOD, ENTER A ZERO IN FIRST AMOUNT COLUMN					
		\$0.00					\$0.00
							\$0.00
							\$0.00
							\$0.00
TOTAL MOD COSTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEW CONTRACT TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ENTER THE NAME OF ALL BIDDERS; CIRCLE LETTER OF SELECTED BIDDER; CHECK BOX NEXT TO ALL BIDDERS WHO ARE MBE OR SBI

A. <input type="checkbox"/>	_____	\$	-	D. <input type="checkbox"/>	_____	\$	-
B. <input type="checkbox"/>	_____	\$	-	E. <input type="checkbox"/>	_____	\$	-
C. <input type="checkbox"/>	_____	\$	-	F. <input type="checkbox"/>	_____	\$	-

SOLICITATION ISSUED DATE _____ **OPTION PERIOD(S)** _____
CONTRACT START DATE _____ **PROCUREMENT METHOD** _____
CONTRACT END DATE _____

SELECTED VENDOR (S.S.N.I.F.E.I.N.) _____
VENDOR NAME _____
BILLING ADDRESS _____
BILLING ADDRESS _____
CITY/STATE/ZIP _____

* By my signature below, I certify that sufficient funds have have not been specifically provided in the budget for the services requested, and that the services are for State use. In either case, funds will be available from the above sources.

TYPED NAME / TITLE / PHONE #	SIGNATURE	DATE
Program Director -		4/8/2013
Fiscal Officer		
Health Officer / Deputy Health Officer		

HARFORD COUNTY HEALTH DEPARTMENT
REQUESTS FOR PROPOSAL



[INSERT TITLE OF THIS SOLICITATION]
RFP NO. HCHD *XX-XXX* *[Insert the next Solicitation No. from the Contract Log]*

ISSUE DATE: *[Insert date solicitation issued/posted]*

PROGRAM NAME: *[Insert Program requesting solicitation]*

ISSUING OFFICE and SUBMISSION ADDRESS: Harford County Health Department
120 S. Hays Street, Suite 100
Bel Air, Maryland 21014

PROCUREMENT SPECIALIST: *[Insert name]*
Fax number: *[Insert]*
Phone number: *[Insert]*
E-mail address: *[Insert]*

QUESTIONS DUE: *[Insert mo/date/year of questions due date]*
[11 days after issue date]

RFP DUE DATE: *[Insert mo/date/year of RFP due date]*
[10 days after questions due date]

BIDDER CHECK LIST
<input type="checkbox"/> Have you signed the Proposal Form?
<input type="checkbox"/> Have you signed the Proposal Affidavit
<input type="checkbox"/> Have you enclosed all required documentation
<input type="checkbox"/> Have you returned the original?
<input type="checkbox"/> Have you marked the envelope as required?

[Insert Program name)

[Insert Title of Solicitation]

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ATTACHMENTS REQUIRING COMPLETION

The following documents shall be completed in their entirety and shall include the signature of the successful Offeror’s authorized agent. Failure to complete, sign and/or return all specified attachments may result in disqualification of the Offeror’s Proposal.

APPENDIX D – Price Proposal Form	14 - 16
APPENDIX G – Bid/Proposal Affidavit (enclose with technical proposal)	

REQUESTS FOR PROPOSAL

[INSERT TITLE OF THIS SOLICITATION]

[INSERT PROGRAM NAME]

HCHD XX-XXX *[INSERT RFP NO.]*

1. INTRODUCTION

Requests for Proposal Objective

This Request for Proposal (RFP) is issued to solicit technical proposals and cost proposals from to select and contract with a provider *[Insert what goods/services are to be provided by the contractor and a reason why goods/services are needed for the Program]*

1.3 Request for Proposal Schedule

- 1.3.1 E-mailed requests for clarification and additional information must be received in the Issuing Office no later than 2:00:00 P.M. on *[Insert due date (11 days after issuance)]* to ensure adequate time to prepare and circulate any necessary addenda to all Offerors.
- 1.3.2 One (1) original and **three (3) sealed copies** of the proposal must be received in the Issuing Office no later than 3:00:00 P.M. on *[Insert due date (10 days after the date in Section 1.3.1)]*. See Section 5 for specific directions for proposal preparation and submission.
- 1.3.3 Proposals submitted in response to this RFP are irrevocable for ninety (90) days after the proposal due date.
- 1.3.4 Award of the Contract is anticipated by *[Insert date (should be 7 days from date in Section 1.3.2)]*.

2. GENERAL INFORMATION FOR OFFERORS

2.1 Reservations

The Health Department reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all offers received, to waive minor technicalities in proposals, and to negotiate with responsible offers in any manner necessary to serve its best interests.

2.2 Addenda

Any necessary additions or corrections to this RFP will be made by addenda, and issued to all offerors of record. Addenda become part of the RFP, and must be acknowledged by each offeror; failure to acknowledge any addenda shall not relieve offerors of compliance with the terms thereof. The Health Department assumes no responsibility for oral instructions.

2.3 Oral Presentations

The Health Department may request Offerors to make oral presentations of their qualifications, and to substantiate any portions of proposals submitted. The Issuing Office will schedule such presentations.

2.4 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to satisfy the requirements of this RFP.

2.5 Incurred Expenses

Offerors are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions.

2.6 Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

2.7 Public Information Act Notice

Offerors shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification of why such material, upon request, should not be disclosed in accordance by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, and Annotated Code of Maryland.

2.8 Evidence of Offeror Responsibility

The Health Department may require Offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those

qualifications. The Health Department may make such investigation as it deems necessary to determine offeror responsibility.

2.9 Verification of Registration and Tax Payment

Before a Corporation can do business in the State, it shall be registered and in good standing with the Department of Assessments and Taxation, State Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. An Offeror's failure to complete registration and be in good standing with the Department of Assessments and Taxation may disqualify an otherwise successful offeror from final consideration and recommendation for Contract award.

2.10 Award Without Discussions

The Health Department reserves the right to accept the best written proposal without further discussions, and may do so; thus, the Offeror should ensure that the initial proposal is complete.

2.11 Contractor Responsibilities; Subcontractors

The Health Department will enter into a contract with the successful Offeror only, and that successful Offeror shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the successful Offeror.

2.12 Conflicts of Interest

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Offeror is recommended for award, and propose how such conflicts might be resolved.

2.13 Financial Disclosure

The successful Offeror shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of : (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

2.14 Political Contribution Disclosure

The successful Offeror shall comply with the provisions of Article 33, §30-1 *et seq.* of the Annotated Code of Maryland, which requires that every bidder or contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision are required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

2.15 Anti-Bribery Affidavit

Section 16-202, State Finance and Procurement Article requires that each Offeror seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP.

2.16 Non-Collusion

By its signature on the proposal documents submitted, the Offeror attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor has it colluded with anyone for and on behalf of the Offeror, or itself, to gain any favoritism in the award of this RFP.

2.17 Compliance with Laws

By submitting a response to this solicitation, the Offeror represents that it is not in arrears in the payment of any obligation due and owing Harford County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

2.18 Governing Law

The laws of Harford County and the State of Maryland, and where applicable, federal law and regulation, will govern the Contract awarded pursuant to this RFP.

2.19 Ownership and Retention of Records

All reports and other data prepared under the contract issued pursuant to this RFP shall become the property of Health Department. Unless otherwise required by

applicable statute of limitations, the successful Offeror shall retain all records and documents related to any contract awarded pursuant to this RFP for three (3) years after final contract payment by the Health Department, and shall make them available for inspection and audit by authorized representatives of the Health Department at all reasonable times.

2.20 Billing and Payment

2.20.1 The successful Offeror shall keep accurate, document records of time, material and transportation allocable to the Health Department's Contract. Invoice shall be received by the 15th of each month *[Insertion as appropriate for this solicitation for services rendered for the previous month]*. Contract No. HCHD *XX-XXX [Insert RFP No.]* for this bid must appear on all invoices.

2.20.2 The Health Department shall pay the successful Offeror an amount of *[Insert dollar amount, this information will vary according to the solicitation or if the contract is not to exceed a certain amount]*

2.20.3 By submitting a response to this solicitation, the successful Offeror agrees to accept payments by electronic funds transfer. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form. A PDF copy of the form can be obtained by visiting the State Comptroller's Office website at: <http://compnet.comp.state.md.us/gad>

2.20.4 Electronic payments will be deposited directly into the successful Offeror's bank account within two (2) banking days of the Comptroller's authorization to pay. Related records will be available for audit purposes during normal business hours, as often as deemed necessary.

2.20.5 Invoices shall include the following:

- a) Contractor's name and mailing address;
 - b) Contractor's Federal Tax Identification No. (FEIN)
- [Insert all elements relevant to the invoice for this solicitation]*

2.20.6 All invoices shall be mailed as follows:

Harford County Health Department
P.O. Box 797
Bel Air, Maryland 21014
Accounts Payable
HCHD *XX-XXX [Insert RFP No.]*

2.21 Applicable Standards/Guidelines

The successful Offeror will be required to perform all services in accordance with generally accepted standards of professional practice, and in accordance with all applicable Federal, State and local codes.

2.22 Record Documents/Data

The Health Department will assist the successful Offeror in obtaining any available information as necessary to complete the tasks outlined.

2.23 Change of Scope

The Health Department maintains the right to delete or insert tasks in the scope with appropriate changes in cost.

2.24 Contract Monitor

The Contract Monitor will manage and coordinate this project. All communications related to this project shall be directed to:

[Insert name of Contract Monitor]
Harford County Health Department
P.O. Box 797
Bel Air, Maryland 21014
[Insert phone number of Contract Monitor]

2.25 Insurance Requirements

2.25.1 Prior to execution of the Contract, the successful Offeror must obtain, at its own cost and expense, and keep in full force and effect until expiration or termination of the Contract the following insurance requirements written in companies licensed to do business in the State of Maryland.

2.25.2 The coverage will be evidenced by a current Certificate of Insurance issued directly to the Health Department by the successful Offeror's agent, and provide ten (10) days' written notice to the Health Department or cancellation or material change in coverage. All liability policies shall name the Health Department as a Party of Notice.

2.25.3 Required Coverage and Limits: *[This will vary according to solicitation requirements]*

- .1 Medical Professional Liability *[This would not be needed for non-medical services]*
\$1,000,000 per occurrence
\$3,000,000 per annual aggregate

- .2 Employer’s Liability
 \$100,000/accident
 \$100,000/employee disease
 \$100,000/disease aggregate
- .3 Bodily and Personal Injury
 \$1,000,000 per person
 \$1,000,000 per occurrence
- .4 General Liability
 \$1,000,000 general policy aggregate
 per project
- .5 Umbrella Excess Liability
 \$1,000,000/occurrence
 \$1,000,000/aggregate limit

2.25.4 The successful Offeror agrees to indemnify and save harmless the State of Maryland from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney’s fees), which the State may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with construction or operation in project) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the successful Offeror (or any of his employees) or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by the successful Offeror.

3. DESCRIPTION OF REQUIREMENTS

See EXHIBIT A, Scope of Services *[Insert title of this solicitation]*

4. EVALUATION AND SELECTION CRITERIA

4.1 Evaluation Committee

The Health Department has established an evaluation committee who will first review each proposal for compliance with requirements, and then score each proposal in accordance with the criteria that follow.

[Evaluation Criteria will vary according to the solicitation]

EXAMPLE ONLY:

4.2 Evaluation Criteria

(Point Value – 100)

The proposal must be submitted in the format outlined below:

- 4.2.1 Provide a written narrative that evidences the firm's ability to meet or exceed all requirements of the RFP (0 – 40 Points)
- 4.2.2 Summarize organizational structure and resources to demonstrate the ability to provide adequate, skilled and knowledgeable staff to perform the services required as described in the RFP (0 – 30 Points)
- 4.2.3 Provision of all current licenses and certificates for the required services (0 - 15 Points)
- 4.2.4 Provide details of the firm's successful performance with *[Insert name of services]* within the past three (3) years (0 – 15 Points)

4.3 Final Ranking and Selection

The Committee will recommend to the Health Officer award to the responsible Offeror whose proposal is determined to be most advantageous to the Health Department.

5. INFORMATION REQUIRED IN OFFERORS' PROPOSAL

Each Offeror must submit **one (1) original and three (3) copies** *[No. of copies may vary according to no. of members on the evaluation committee]* of the proposal, with the original clearly marked. Mailing envelope must be clearly marked *[Insert HCHD XX-XXX and Title of Solicitation]*. The proposal must be accompanied by a brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with required affidavit(s) attached.

6. TERMS AND CONDITIONS

- 6.1 The Health Department reserves the right to request clarification of information submitted and to request additional information of one or more Offeror.
- 6.2 In the event that the successful Offeror fails to meet any of the requirements of the Contract as a result of this RFP, the Health Department may, by providing a thirty (30) *[This can vary]* day written notice to the successful Offeror, terminate the Contract at any time. In the event the successful Offeror should wish to terminate the Contract at any time, a sixty (60) days *[This may vary]* day written notice is required. In this event, the successful Offeror shall only be entitled

to just and equitable compensation for any work satisfactorily completed prior to the termination date.

- 6.3 The Contract resulting from the acceptance of the Proposal shall be on forms supplied by the Health Department and shall contain, at a minimum, applicable provisions of the Request for Proposal (RFP). The Health Department reserves the right to reject any agreement that does not conform to the RFP and any County or State requirements for agreements and contracts.
- 6.4 The successful Offeror shall not assign any interest in the Contract and shall not transfer any interest in the same without prior written approval of the Health Department.
- 6.5 No substitution of personnel shall occur without the express written approval of the Health Officer.
- 6.6 No reports, information or data given to or prepared by the successful Offeror under the Contract resulting from this RFP shall be made available to any individual or organization by the successful Offeror without the prior approval of the Health Department.
- 6.7 The Contract resulting from this RFP will be for a period of one (1) year and will commence on *[Insert mo/date/year of contract start date]* and expire on *[Insert mo/date/year of expiration date of contract]* with the Health Department having the exclusive option to renew for two (2), one (1) year terms contingent on availability of funds. *[This will vary according to the solicitation and available funds]*

7. SAMPLE CONTRACT – APPENDIX J

Harford County Health Department’s form contract is attached as part of this solicitation.

8. MINORITY BUSINESS ENTERPRISE NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

9. BASIS OF AWARD

The highest technical rated firm combined with cost proposal will be awarded the Contract resulting from this solicitation.

SCOPE OF SERVICES

BACKGROUND

[Insert brief explanation on the background and goal of the service]

DESCRIPTION OF REQUIREMENTS

[Insert details of what services are required of the contractor, how they should be performed, licensing, experience, time frames, etc.]

REQUEST FOR PROPOSAL

[Insert title of solicitation]

RFP NO. HCHD XX-XXX *[Insert RFP No.]*

PROPOSAL FORM

[Insert mo/year]

Price Proposal

TO: Harford County Health Department
120 South Hays Street, Suite 100
Bel Air, Maryland 21014
Attn: *[Insert name of Procurement Specialist]*
RFP No. HCHD *XX-XXX [Insert RFP No.]*

Pursuant to your request inviting proposals to be received no later than *[Insert RFP due date]*, for *[Insert title of solicitation]*, the undersigned hereby submits the following Price Proposal. It is understood that the HCHD reserves the right to award all or part of this project without claim for damages or lost profit. In addition, the HCHD reserves the right to delete all or part of the project without compensating the successful Offeror for lost work or profit.

[This will vary according to the solicitation, may need price for work hours, employees expected to work on the project, breakdown on cost of materials]

Price: _____

General Statement

1. The undersigned understands that the HCHD will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.
2. In submitting this Proposal, it is understood that the HCHD reserves the right to reject any or all proposals and waive all formalities in connection therewith.
3. The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.

Offeror acknowledges all addenda.

Addenda Number and Date: _____

_____ Check here if there are no Addenda.

PROPOSAL SUBMITTED BY:

Name of Company

Authorized Representative/Title
(Signature)

Address

Authorized Representative/Title
(Print/Type)

City, State, Zip

Telephone Number

E-mail Address

Facsimile Number

Date

DETERMINATION OF SOLE SOURCE PROCUREMENT OF SERVICES
HARFORD COUNTY HEALTH DEPARTMENT

Type of Service:

Requesting Program Office:

Contract Cost: Actual () \$ Estimated() \$ _____

Contractor:

Contract Term:

Justification (If more space is needed, use reverse side):

In accordance with COMAR section 21.05.05.02B (Sole Source) these authorized officials have determined that the procurement identified above constitutes a justified non-competitive procurement.

Program Director

(Signature)

(Title) (Date)

Health Officer

Susan Kelly, EHS
Harford County Health Department

RFP PROCUREMENT PROCESS

1. Preferred method for the procurement of human, social, cultural or educational services, and real property leases or if specifications cannot be prepared that would permit an award based solely on price. Both technical and financial criteria are used to evaluate responses;
2. This process should start at least six (6) months prior to a contract start date;
3. Funding Certification approval is required for services. The Program Director, Fiscal Officer, and Health Officer must sign. A purchase requisition (see APPENDIX A);
4. The Procurement Specialist will schedule a meeting with the Program in order to obtain detailed information, and the Program will work with the Procurement Specialist to develop detailed description of the required services, geographic areas to be covered, preferred methodologies (if any), all deliverables including frequency, time frames, staffing expectations, and all other specific expectations of the Program;
5. The Program, with assistance from the Procurement Specialist will establish evaluation criteria comprised of at least 4 categories, listed in order of importance, to evaluate the overall technical qualifications of the Offeror;
6. The Procurement Specialist will appoint an Evaluation Committee who will review and rank each technical proposal for compliance with the requirements. See APPENDIX H – HC RFP Policy and Procedures) ;
7. The Procurement Specialist will create the RFP document (see APPENDIX D), Sample Contract (see APPENDIX J), Proposal Affidavit (see APPENDIX G), and any APPENDICES of relevant importance to the RFP;
8. The Procurement Specialist will post the solicitation for public notice on the HCHD website and eMaryland Marketplace for at least twenty-one (21) days;
9. Questions from Offerors concerning the RFP are due eleven (11) days from date of RFP issuance;
10. The Procurement Specialist will post all questions and answers on the HCHD website;
11. RFP responses are due within ten (10) days after questions due date;
12. The Procurement Specialist will date/time stamp each proposal upon receipt, submissions delivered after the specified date and time will not be accepted and returned to the Offeror unopened;
13. The Procurement Specialist will meet with the Evaluation Committee to distribute Offeror's proposals within one (1) or two (2) working days of receipt. The Procurement Specialist will explain the evaluation process to the committee, who will then independently score each technical proposal in accordance with the evaluation criteria established in the RFP. The Evaluation Committee will be given an evaluation form (see APPENDIX M) and a form for the purpose of supporting documentation (see APPENDIX O) of their evaluation;

14. The Procurement Specialist and the Evaluation Committee will meet in four (4) days after distribution of the proposals for final discussions and scoring. The Procurement Specialist will open and score only the price proposals submitted by Offerors achieving a minimum of 70% of available technical proposal points. The full 20 price proposal points will be awarded to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 20-point basis (see APPENDIX S – formula). The Procurement Specialist will record the scores on a combined evaluation form (see APPENDIX N). All evaluation forms are returned to the Procurement Specialist for security and confidentiality purposes;
15. The Contract will be awarded to the firm achieving the highest technical rating combined with cost.
16. The Procurement Specialist will send the successful Offeror a notice of award (APPENDIX P). The results of the RFP will be posted on the HCHD website for 30 days. Unsuccessful Offerors will be notified of the results by email;
17. The Procurement Specialist will send the successful Offeror the Contract (see APPENDIX J) and Contract Affidavit (see APPENDIX I) to obtain the signature from their authorized representative. Once the Procurement Specialist receives the signed Contract, the Contract will be sent to the County Attorney then to the Health Officer for their signature;
18. After the Contract has been fully executed, the Procurement Specialist will forward a copy to the Contractor, Fiscal Officer, Program, and County Attorney. The original RFP and Contract file will be maintained by the Procurement Specialist; and
19. Procurement files are secured and maintained until audited or for a period of three (3) years after final payment, whichever occurs last.

APPENDIX G

HARFORD COUNTY DEPARTMENT OF PROCUREMENT

Policy and RFP Procedures for Proposal Negotiation/Evaluation Committee **Issued: 5 July, 2005**

Supersedes: RFP Process Policy (Issued 5 October, 1994; revised 14 February, 1996)

I. Introduction

The Request for Proposal (RFP) package includes language, at Section 4, concerning the evaluation process. The Negotiation Committee is charged with responsibility for identifying those proposals that are reasonably susceptible of being selected for award, and recommending for final award the proposal/s that will best serve the County's interests, in accordance with § 41-28 of the Harford County Code.

II. Mission

A. The Negotiation Committee shall:

1. Review all proposals submitted in response to the RFP, using the stated evaluation criteria;
2. Individually rate each proposal;
3. Meet in executive session to evaluate, discuss and determine final rankings, and reach consensus on the award recommendation;
4. Afford all offerors equal opportunity throughout the evaluation process; and
5. Issue a final report and recommendation to the Director of Procurement.

B. The purchasing agent may also schedule and assign:

1. Oral presentations or discussions with offerors, to clarify proposals;
2. Site visits, reference checking and other tasks to support determination of offeror responsibility.

III. Negotiation Committee Membership

- ##### A.
- Per § 41-28C of the *Harford County Code*, committees shall have not less than 3 members. The average size is 5; however, depending upon project

complexity and scope of services, the Director of Procurement may approve 1-2 additional members to ensure adequate representation of participating agencies.

- B. The purchasing agent chairs the committee, and is responsible for the overall evaluation and negotiation process, including adherence to the award schedule, resolution of questions and inquiries about the procurement process, documentation of Negotiation Committee meetings and all contacts with offerors, and assurance of integrity throughout. Depending upon committee size/composition and the nature of the project, the purchasing agent may or may not be a scoring/voting member.

IV. Responsibilities Each member of the Negotiation Committee shall:

- A. Understand the background and scope of work for the project, the technical requirements and criteria; the rating form, and the evaluation process;
- B. Read each offeror's technical proposal thoroughly and objectively, working independently and completing all reviews prior to the scheduled negotiation committee meeting; and
- C. Independently complete a rating form for each proposal, making notes to support each rating. Include proposal page numbers to facilitate quick reference to specific proposal features during committee discussions.
- D. Rate and rank offerors consistently, avoiding consideration of factors not specified in the RFP.
- E. Evaluate without personal biases. If a conflict of interest arises, decline membership on the committee or, if work is already underway, disclose the conflict and promptly resign from the committee, early enough to ensure that the award process will be completed on schedule. **Note: Confidentiality and security requirements (See Section V below) survive a member's resignation/removal from the committee.**

V. Confidentiality and Security

- A. Confidentiality and security of proposals is critical to ensuring a fair process that affords each offeror an equal opportunity for award. Premature disclosure of the number/identity of offerors, the details of individual technical proposals, or the ratings, opinions or recommendations of committee members will not only compromise the County's negotiating leverage, but may result in cancellation of the procurement, or subsequent litigation.
- B. The purchasing agent will handle all contacts with offerors, department heads, elected officials, the public, and the press. Committee members must strictly limit discussions about the proposals/process to agency managers

whose technical input is critical to a successful selection--and ensure that any colleagues thus involved understand and accept these confidentiality requirements.

- C. The purchasing agent will secure the signed original of each technical proposal, to use as a check against loss, damage or alteration to the committee's working copies. Financial proposals will be similarly secured until the technical evaluation is complete.
- D. The purchasing agent will maintain a log of proposals distributed to committee members, and collect them, along with evaluation forms and notes, at the conclusion of the process. Copies not required for the contract file or for administration purposes will be shredded or otherwise disposed of.

VI. General Suggestions for Review

- A. Allow sufficient time to review all proposals; avoid reading/ranking when tired or distracted.
- B. Read each proposal carefully, bearing in mind that offerors spend considerable time, energy, and money to prepare their offers – and that proposals may contain confidential commercial information, trade secrets, resumes of key staff and other data protected from disclosure under the Public Information Act.
- C. Complete the evaluation forms in pencil. Committee deliberations may clarify responses and disclose facts you may have overlooked, providing a different point of view. Scores will be finalized at the conclusion of all discussions and clarification

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 et seq. of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) Maryland (domestic) corporation
 foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ and the duly authorized representative of

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

HARFORD COUNTY HEALTH DEPARTMENT
Division of *[Insert Name of Program]*

[Insert Title of Solicitation]

BID NO. HCHD XX-XXX *[Insert next Contract No.]*

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between **Harford County Health Department**, an agency of the State of Maryland, hereinafter referred to as the “Health Department” and *[Insert Contractor’s name]*, a Maryland Corporation hereinafter called the “Contractor”.

WITNESSETH,

SECTION I: ITEM

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide *[Insert type of services Contractor will provide]*, which are listed on the Bid Form and is attached and incorporated by reference herein, for uninsured participants of the Health Department’s Division of *[Insert Name of Program]* on an as required basis during the term of the Agreement.

SECTION II: INCLUSIONS

The above-mentioned Invitation for Bid No. HCHD *XX-XXX [Insert next Contract No.]* and the Contractor’s Bid dated *[Insert date of Contractor’s Bid]* is incorporated herein by reference and each and all are made part of this Agreement.

SECTION III: TYPE OF AGREEMENT

A. This *[Insert type of Agreement, i.e., Requirements, Price, etc.]* Agreement under which the Health Department is obligated during the term of the Agreement to obtain its normal requirements for *[Insert type of services]* from the Contractor and the Contractor is obligated to provide those *[Repeat type of services]* which the Health Department requires in its operation.

B. Should an emergency arise for *[Repeat type of services]* for participants of the Health Department, which cannot be supplied by the Contractor, the Health Department reserves the right to contract said services from other sources to meet these emergency needs without prejudice of the Agreement.

SECTION IV: QUANTITIES

A. Quantities are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of services.

B. Actual requirements may be more or less than quantities estimated in the bid. Additional quantities may be ordered during the period of time specified at unit prices set forth in the Agreement.

C. The Health Department reserves the right not to order any quantities if it is found that such supplies or services are not required during the period of time specified.

SECTION V: PAYMENTS

A. The Health Department agrees to pay the Contractor as the consideration for the full and faithful performance of this Agreement at unit prices set forth in the Contractor's bid dated *[Insert date]* for items ordered and received by the Health Department. Invoices shall be received by the 15th of each month for goods/services rendered for the previous month.

[Insert all information as required by the program]

EXAMPLE:

- B. All invoices must be dated and include the following:
- 1) Contractor's name and mailing address;
 - 2) Contractor's Federal Tax Identification or Social Security Number;
 - 3) Contract Number HCHD *XX-XXX [Insert next Contract No.]*;
 - 4) Date(s) of Service;
 - 5) Amount owed to Contractor

C. The Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form, which can be downloaded by visiting the Comptrollers website at <http://compnet.comp.state.md.us/qad>. Electronic payments will be deposited directly into the Contractor's bank account within two (2) banking days of the Comptroller's authorization to pay.

D. Related records will be available for audit purposes during normal business hours as often as deemed necessary.

E. Payments made to the Contractor shall not exceed a total amount of *[Insert available funds and/or the bid price. Language for this varies.]* for the term of the Contract. *[or include bid form if multi-line commodity bid]*

SECTION VI: TERMS

A. This Agreement shall commence on *[Insert date Contract will start]* and expire on *[Insert the expiration date]* with the provision to *[Insert renewal periods if any]* renew for two (2), one (1) year terms under the same terms, conditions and pricing.

B. This Agreement may be canceled or terminated by the Health Department for any breach by the Contractor and all money due the Contractor or becoming due hereunder shall be forfeited for any breach of the terms or conditions of this Agreement.

SECTION VII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of his knowledge and belief, 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 other suppliers, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION VIII: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION IX: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the Health Department in accordance with this clause in whole, or from time to time in part, whenever the Health Department shall determine that such termination is in the best interest of the Health Department. The Health Department will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment of the benefit of the creditors, or if a receiver is appointed on account of his insolvency, or if it persistently refuses or fails to perform the work indicated in this Invitation for Bids or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement documents, then the Health Department, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days written notice, terminate the employment of the Contractor. Any written notices required by this Contract shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, (C) certified mail, or (D) overnight courier service.

Any notice required by this Agreement is to be sent to the Contractor at:

[Insert name of Contractor's Contract Administrator]
[Insert name of Company and address]
Contract HCHD *XX-XXX [Insert next Contract No.]*

Any notice required by this Agreement is to be sent to the Health Department at:

[Insert name of Health Department's Contract Administrator]
Harford County Health Department
P.O. Box 797
120 S. Hays Street
Contract HCHD *XX-XXX [Insert next Contract No.]*

SECTION X: CHANGES

No modification shall be made to this Agreement without the express authorization of the Health Officer. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XI: LAWS

The Contractor hereby warrants that 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; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit 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; and it further agrees to comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

SECTION XII: AFFIDAVITS

Bid/Proposal Affidavit and Contract Affidavit, Appendices A and B, respectively, are attached hereto and incorporated by reference.

XIII: TERMINATION/CANCELLATION

In the event the Contractor fails to meet any of the requirements of the Agreement, the Health Department may terminate the Agreement at any time by providing thirty (30) days written notice to the Contractor. In the event the Contractor should wish to terminate the Agreement at any time, a sixty (60) day written notice is required.

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

WITNESS/ATTEST:

[Insert Contractor's Name]

By: _____
Authorized Signature

Print Name

Title

WITNESS/ATTEST:

**HARFORD COUNTY
HEALTH DEPARTMENT**

By: _____
Susan Kelly, EHS
Health Officer

Approved for form and legal sufficiency
this _____ day of _____, 20____ .

Richard G. Herbig
Senior Assistant County Attorney

HARFORD COUNTY HEALTH DEPARTMENT

[Insert Program Name]

[Insert title of solicitation]

RFP HCHD *XX-XXX* *[Insert solicitation number]*

PROPOSAL SCHEDULE

Issue Date: *[Insert date solicitation is issued/posted]*

Posted On: eMaryland Marketplace
HCHD website

Questions Due: *[Insert mo/date/year when questions are due]*

Proposals Due: *[Insert mo/date/year when proposals are due]*

Distribution of Technical Proposals: *[Insert mo/date/year when proposals will be distributed to the Evaluation Committee – usually the next day or two after receipt]*

Open Cost Proposals: ~~04/24/2013~~ Meet to tabulate scores (Save the date –time TBD)
The conference room in Administration has been reserved for ~~10-11~~.
Revised date and time
04/25/2013, 1-2

Award is anticipated by:

