



ANNE ARUNDEL COUNTY, MARYLAND  
OFFICE OF CENTRAL SERVICES  
PURCHASING DIVISION

# **PURCHASING REGULATIONS**

**Revised March 25, 2021**

## **PURPOSE**

The purpose of these Regulations is:

- A. To implement and make effective the Purchasing policies set out in Article IX of the Anne Arundel County Charter and Article 8 of the Anne Arundel County Code.
- B. To simplify, clarify, and modernize Anne Arundel County procurement practices.
- C. To permit the continued development of procurement policies and practices.
- D. To provide for public confidence in public procurement procedures.
- E. To ensure the fair and equitable treatment of all persons dealing with the County procurement system.

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## I. DEFINITIONS

**254 List** – the 254 list is a list of prequalified Architect & Engineering firms who are eligible to receive an Anne Arundel County contract.

**Bid** – A Bid is a submission in response to an Invitation for Bid (“IFB”). The term Bid is sometimes used interchangeably to mean any response to a solicitation or contract pricing for a County contract.

**Bid Deposit** – The Bid Deposit is security that may be required in Competitive Sealed Bidding to ensure that the Bid remains valid for the time required after Bids are opened and that the Bidder will honor its Bid if an award is made to the Bidder. If a Bidder fails to honor its Bid, the Bid Deposit may be forfeited to the County.

**Bidder** – A Bidder is a person or entity submitting a Bid in response to an IFB issued by the County.

**Blanket Contract** – A Blanket Contract is a Contract used when the County does not know the exact quantity of Goods or Services that will be required during the term of the Contract. The price of units of Goods or Services is established under a Blanket Contract, but the County does not agree to purchase any particular quantity of Goods or Services or to expend any amount of money. Goods or Services are provided under a Blanket Contract only upon the issuance of a Purchase Order. Funds are certified for availability and encumbrance at the time of issuance of the Purchase Order.

**Buyer** – A Buyer is an employee in the Purchasing Division assigned to procure Goods and Services for the County.

**Capital Improvement** – For the purposes of these Regulations, Capital Improvement has the definition set forth in § 8-1-101(1) of the Anne Arundel County Code.

**Category Management** - An operational process that organizes the goods and services being procured into groupings based on how the market sells those goods and services.

**Competitive Procurement** – A Competitive Procurement is a Procurement method in which Vendors are chosen through a process that involves competing with other Vendors. Competitive Sealed Bid and Competitive Sealed Proposal are Competitive Procurement methods.

**Competitive Sealed Bid** – Competitive Sealed Bidding is the preferred competitive Procurement method. In a Competitive Sealed Bid, an IFB is issued, Vendors submit price Bids only, and the Procurement is awarded to the Responsive and Responsible Bidder having the lowest Bid price or lowest evaluated Bid Price.

**Competitive Sealed Proposal** – Competitive Sealed Proposals are used when a Using Agency requires both a description of the technical approach to the Goods or Services being procured, as well as a price for the Goods or Services being procured. In a Competitive Sealed Proposal, a Request for Proposals (“RFP”) is issued, Vendors submit a Technical Proposal and a Cost Proposal, the Proposals are evaluated and scored separately based on pre-determined factors, and the Procurement is generally awarded to the Offeror with the highest combined score.

**Contract** – A Contract consists of the legal documents creating the relationship between the parties to the Contract that establishes the rights and obligations of the parties.

**Cooperative Purchasing** – A procurement is conducted by or on behalf of a government entity.

**Cost-Plus-a-Percentage-of-Cost Contract** – A Cost-Plus-a-Percentage-of-Cost Contract is a Contract for Goods or Services in which the price is indefinite, but is determined as Goods and Services are provided based on the cost of the Goods or Services plus an additional percentage. Contracts based on discounts from or percentages added to prices listed in manufacturers’ published price lists in general circulation are not Cost-Plus-a-Percentage-of-Cost Contracts.

**Cost Reimbursement Contract** – A Cost Reimbursement Contract is a Contract for Goods or Services in which the price is indefinite, but is determined as Goods and Services are provided based only on reimbursement of the Vendor’s costs.

**County Representative** – A County representative shall include, but not be limited to, all elected and appointed officials, County employees, and members of the evaluation committee.

**Direct Payment** – Direct Payment is a method used to pay for Goods or Services that are procured in compliance with Article 8 of the Anne Arundel County Code and these Regulations.

**Design/Build** – A method to deliver a construction project in which the design and construction services are contracted by a single entity, may also including Design, Build, Operate, and Maintain.

**Electronic** - Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, including facsimiles and emails.

**Emergency** – For the purposes of these Regulations, an Emergency is the situation that exists when there is: (1) a breakdown of machinery necessary for the provision of an Essential Service; (2) a threatened termination of Essential Services; (3) the development of a condition that presents a danger to persons or property; or (4) any unforeseen circumstance that causes curtailment of Essential Services.

**Essential Services** – Essential Services are those Services provided by the County that preserve or protect the health or safety of persons or that preserve or protect property.

**Evaluation Committee** – The Evaluation Committee is the group of individuals that evaluates Technical Proposals and Cost Proposals submitted in response to an RFP or an RFI.

**Goods** – Goods are all tangible things that are or may be procured for the County.

**IFB** – Invitation for Bid – A formal solicitation where the award is made to the Responsive and Responsible Bidder having the lowest bid price or evaluated bid price.

**Information Technology** – For the purposes of these Regulations, Information Technology is as defined in the County’s Administrative Procedure entitled “Information Technology Related Purchases and Activities.”

**Offeror** – An Offeror is a person or entity submitting Proposals in response to an RFP issued by the County.

**Open End Agreement** – Agreement between the County and the architect/engineer or OIT vendor awarded a contract under a prequalified process that purchase orders may be issued against for services estimates to not exceed a cost of \$250,000 per project/task.

**Piggyback Procurement** – means a procurement in which a vendor provides the same goods or services at the same price and under the same material terms and conditions of the underlying contract between the vendor and another governmental entity, excluding quantities.

**Point of Sale** – A place such as a store where something is sold.

**Plan Holder** – A is a person or entity that has purchased plans and specifications for a Capital Improvement Procurement.

**Procurement** – Procurement is obtaining, by Purchase or otherwise, Goods or Services.

**Procurement Card** – A Procurement Card is a credit card issued to a County employee used to pay for the purchase of Goods or Services for use by the County.

**Project Manual** – The Project Manual is the Capital Improvement Procurement Solicitation that contains contract documents, information to Bidders/Offerors, Bid response forms/Proposals, required forms, and special provisions for the Procurement.

**Proposal** - A Proposal is a submission in response to an RFP or an RFI.

**Proposal Deposit** – A Proposal Deposit is a security that may be required in Competitive Sealed Proposals to ensure that the Proposals remain valid for the time required after Proposals are opened. If an Offeror fails to honor its Proposal, the Proposal Deposit is forfeited to the County.

**Protest** – A Protest is a complaint filed in writing with the Purchasing Agent alleging an impropriety or defect in a competitive Procurement.

**Purchase Order** – A Purchase Order is a document issued by the Purchasing Division for the Procurement of Goods or Services.

**QBS – Qualification-based Selection** – To procure the services of a contractor through qualification-based selection.

**Quote or Quotation** – A Quotation is a price provided by a Vendor for a Small Procurement.

**Requisition** – A Requisition is an internal County document by which a Using Agency transmits to the Purchasing Division the details of Goods or Services required.

**Responsible** – As defined in 8-1-101(8), Responsible means that in the judgment of the Purchasing Agent, a vendor is capable of providing the goods or services that are sought by the County and has the legal capacity to offer the goods or services and enter into a contract at the time of an award. A vendor may be considered not Responsible if they have filed legal action against the County within three (3) years prior to the issuance of the current solicitation.

**Responsive** – As defined in 8-1-101(9), Responsive means that in the judgment of the Purchasing Agent, the response to a procurement solicitation meets all of the requirements set forth in the procurement solicitation.

**RFI** – Request for Information - A solicitation issued by the Purchasing Division with the sole purpose of obtaining a written response that will help the County learn more about goods or services available in the market.

**RFP** – Request for Proposal – A formal solicitation where technical and cost proposals are submitted in response. The technical and cost proposals are evaluated and scored based on criteria identified in the RFP.

**Services** – Services are the work done by a Vendor for or at the request of the County. Services include work performed for a Capital Improvement project.

**Small Business** – A Small Business is a business that employs a number of employees or has annual gross receipts no greater than the limits set forth by the Maryland Department of Transportation.

**Small Procurement** – A Small Procurement is a purchase of Goods and Services anticipated to cost \$100,000 or less.

**Statement of Qualifications** – A document that sets out a company’s capability for supplying a product, providing a service, or handling a project.

**Successful Bidder** – A Bidder from whom the County will acquire Goods or Services as a result of a Competitive Sealed Bid is the Successful Bidder.

**Successful Offeror** – An Offeror from whom the County will acquire Goods or Services as a result of a Competitive Sealed Proposal is the Successful Offeror.

**Using Agency** – For the purposes of these Regulations, a Using Agency is as defined in §8-1-101(12) of the Anne Arundel County Code.

**Underlying Contract** – means a contract entered into by a vendor and a governmental entity other than the County that is used for a piggyback procurement by the County.

**Vendor** – A Vendor is a person or entity in the business of providing Goods or Services.

## **II. GENERAL**

### **A. ETHICS (§ 7.)**

All Procurement activities shall be subject to all provisions of the County's Public Ethics Law, Anne Arundel County Code, Article 7, with particular emphasis on Title 5. Conflicts of Interest. Purchasing division personnel shall also comply with the provisions of the Code of Ethics of the National Institute of Government Procurement ("NIGP"). If there is any conflict between the County's Public Ethics Law and the NIGP Code of Ethics, the County's Public Ethics Law shall apply.

### **B. CATEGORY MANAGEMENT**

The Purchasing Division is organized into buyer groups or categories that align with how goods and services are sold in the marketplace. This organizational structure is created to leverage purchasing volumes for goods and services.

### **C. UNAUTHORIZED PURCHASES (§ 8-1-106)**

All Procurements are subject to the requirement of Article 8 of the Anne Arundel County Code and these Regulations. Any Procurement made contrary to the provisions of Article 8 of the Anne Arundel County Code or these Regulations is voidable by the Purchasing Agent, with the approval of the County Executive, and the County shall not be bound thereby. Knowing Violations of Article 8 of the Anne Arundel County Code or these Regulations may result in disciplinary actions as set forth in the County Charter, the County Code, and Office of Personnel Regulations. County employees may be held personally responsible for any unauthorized purchase if the purchase was made and the employee: 1) knew or should have known in advance that the purchase was unauthorized, or 2) made more than one (1) unauthorized purchase within a 12-month period. This determination shall be made by the Personnel Officer in consultation with the Central Services Officer and County Attorney.

### **D. BULK PURCHASES (§ 8-2-101(d)(8) and (9))**

To the extent possible, Goods and Services shall be procured to fulfill the aggregate needs of all County Using Agencies. When a Using Agency identifies the need for Goods or Services, the Using Agency should contact the Purchasing Division to determine if the County has a source in place for the Goods or Services. When procuring Goods or Services for a Using Agency, Purchasing Division personnel may check with other Using Agencies that may utilize

the same or similar Goods or Services to determine if the Using Agencies' needs can be included in the Procurement.

#### **E. COOPERATIVE PURCHASING (§ 8-1-107)**

Whenever practicable and in the best interests of the County, the Purchasing Agent may participate with any public jurisdictions, Mid-Atlantic Purchasing Team (MAPT), Baltimore Regional Cooperative Purchasing Committee (BRCPC), or any other public cooperative approved by the Purchasing Agent to procure Goods or Services common to the entities.

The Purchasing Agent may allow procurement from a Federal supply schedule if the vendor under the schedule has a contract with the County for other related goods or services.

#### **F. PROCUREMENTS ESTABLISHED BY OTHER PUBLIC JURISDICTIONS (§ 8-1-107(b))**

Whenever practicable and in the best interests of the County, the Purchasing Agent may use Piggyback contracts established by other public jurisdictions if the Contract was established in a manner consistent with the purposes of the Article 8 of the Anne Arundel County Code and: (1) the Vendor provides to the Purchasing Agent in writing a statement extending the terms of the Contract to the County; or (2) the Contract expressly extends its terms to other public jurisdictions. The quantity and dollar value on piggyback contracts may be amended as in the best interests of the County; however, the scope and specifications of the goods and services must match the underlying contract.

#### **G. PUBLIC AUTHORITIES**

Contracts for services for which the rates or prices are fixed by public authorities shall not be subject to Competitive Procurement.

#### **H. INFORMATION TECHNOLOGY PURCHASES**

Procurement of Information Technology Goods and Services shall comport with Article 8 of the Anne Arundel County Code, these Regulations, and the requirements of the County's Office of Information Technology.

## **I. PROCUREMENT CARDS**

Procurement of Goods and Services with a County-issued Procurement Card shall comport with Article 8 of the Anne Arundel County Code and these Regulations. This is the County's preferred method of payment for small purchases and for other purchases wherever practical.

## **J. DIRECT PAYMENT**

A Direct Payment may be used as the mechanism to pay for the Procurement of Goods or Services not exceeding \$2,500 so long as the Procurement comports with the provisions of the Article 8 of the County Code and these Regulations. Use of a Direct Payment must also comply with all requirements of the County's Office of Finance.

## **K. INSURANCE**

1. Vendors providing Goods or Services to the County shall be required to purchase and maintain during the life of the contract commercial general liability insurance, business automobile liability insurance, professional liability insurance, and workers compensation insurance with limits as specified by Purchasing. Any deviations in insurance coverage shall be approved by the Purchasing Agent, in consultation with the Office of Risk Management and the Office of Law.

2. Vendors shall provide Certificates of Insurance evidencing the coverages required. On Commercial General Liability Insurance, the Certificates of Insurance shall name the County, including its agents, servants, and employees, as additional insureds under liability insurance policies required by the Purchasing Agent. The Certificate of Insurance shall provide that the County be given at least 30 days' notice of any cancellation or intent not to renew or any material change in coverage.

3. The Purchasing Agent may issue waivers of insurance for good cause shown, but only with the approval of the Office of Risk Management.

## **L. BONDS (§ 8-2-116)**

1. For Construction Contracts, bonds shall be required as set forth in § 8-2-116 of the County Code.

2. For Procurements of Goods and Services other than Construction Contracts, the Purchasing Agent shall determine if performance bonds or other forms of security are

required to secure the provision of the Goods and Services and shall determine the amount of any bond or security.

3. Bonds and other forms of security shall be in the form prescribed by the Purchasing Agent and approved by the Office of Law.

4. In lieu of bonds, the Purchasing Agent may accept other forms of security for performance, deemed to be a financial security by the Purchasing Agent and the Office of Law.

**M. ANTI-BRIBERY AFFIDAVIT (§ 8-2-115(g))**

Each Vendor submitting a Bid or Proposal in response to a Procurement solicitation shall submit the affidavit required by § 8-2-115(g) of the County Code. The affidavit shall be in the form prescribed by the Purchasing Division.

**N. ANTI-COLLUSION AFFIDAVIT (§§ 8-2-104(d) and 8-2-105(d))**

Each Vendor submitting a Bid or Proposal in response to a Procurement solicitation shall submit the affidavit required by §§ 8-2-104(d) or 8-2-105(d) of the County Code. The affidavit shall be in the form prescribed by the Purchasing Division. The Bid or Proposal may be deemed non-Responsive if a Vendor violates or has violated the statement or discloses or acquires the terms or conditions of another Vendor's Bid or Proposal.

**O. PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

The County encourages the participation of Minority-owned Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs), and Veteran-owned Business Enterprises (VBEs) in County Procurements. Participation of these entities in County Procurements is monitored by the Office of Central Services, and anyone with questions or comments should contact that Office.

**P. PROCUREMENT BY ELECTRONIC MEANS**

The Purchasing Division may conduct any aspect of any Procurement, including the solicitation, submission of Quotations, submission of Bids, submission of Proposals, the award, execution, and administration of a Contract by electronic means.

1. Submitting a Quotation, Bid, or Proposal in response to a solicitation by electronic means shall constitute Vendor's consent to conduct all elements of the Procurement that the Purchasing Division agrees to conduct by electronic means.

2. Electronic Documentation Storage may be used to provide additional ease of access to documentation. This includes bids, proposals, contracts, and other procurement documentation that could reasonably be stored digitally to allow for access for the contractors, vendors, using departments, and the Purchasing Division.

## **Q. DELEGATION OF AUTHORITY**

Pursuant to Executive Order 1, the Purchasing Agent may delegate signature authority to Purchasing staff which authorizes those staff members to fully execute procurement actions within the value of the signature authority authorized. A Delegation of Authority matrix will be maintained and updated as needed pursuant to County administrative procedure.

## **R. REASONABLE FEES**

If a paper copy of a document is requested, Purchasing may charge reasonable fees. If reproduction results in more than ordinary costs to the County, the County may charge a fee that is a reasonable amount reflecting the increased cost of reproduction.

## **S. REJECTION OF RESPONSES**

The Purchasing Agent may reject all responses and cancel a solicitation or may reject parts of all responses if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the solicitation.

## **T. CONSULTANT SELECTION COMMITTEE**

The Consultant Selection Committee is made up of the Purchasing Agent, the Chief Administrative Officer, the Director of Public Works, and the Central Services Officer. The Purchasing Agent will serve as chair of the meetings. The committee has responsibility for approving recommendations to award capital contracts including open end agreements as well as approving the use of the qualifications-based selection procurement method when it is in the best interest of the County. The committee may review other items of interest to the community.

## **U. PROTESTS**

Protests shall be in writing and shall be filed with the Purchasing Agent within ten (10) business days of the date the notification of unsuccessful award is sent to Bidders or Offerors. Protests shall contain all factual and legal bases for the protest. The Purchasing Agent shall review the protest and materials related to the subject procurement and render a decision in writing as soon as practicable. The award may, but is not required to, be delayed pending resolution of any protest. Protests may only be filed by Bidders or Offerors who have submitted a response to the solicitation. A “no bid” response from Bidders or Offerors who chose not to submit pricing or a proposal in response to a solicitation shall be deemed a response under this section.

1. The protest shall also include a bond valued at \$5,000 or one (1) percent of the Bidder’s or Offeror’s bid or proposed amount, whichever is greater. If the entity filing the protest prevails, the entity shall have their bond returned within thirty (30) business days. If the Purchasing Agent determines that the protest is without merit or filed for an improper purpose, the bond shall be promptly payable to the County.

2. Should a Bidder or Offeror receive a rejection letter for being non-Responsive or not Responsible, the ten (10) business days to file a written protest begins from the date the notification is sent.

### III. SMALL PROCUREMENTS (§ 8-2-106)

Any Procurement anticipated to cost \$100,000 or less is a Small Procurement. Small Procurements are not subject to the provisions of County law requiring competitive Procurement. If the Small Procurement is more than \$5,000, and if practical, attempts must be made to obtain at least three (3) written price Quotations. Before making any Small Procurement in excess of \$2,500, the Controller must certify the availability of funds. Certification of funds is generally achieved through the County's electronic financial system. Requirements for Goods or Services shall not be artificially divided to avoid the requirement.

**A.** If the procurement for goods is \$2,500 or less, the procurement can be made as a point of sale transaction by the Using Agency or by the Purchasing Division. Payments may be made either through p-card, purchase order, or direct payment.

**B.** If the procurement is for services and is \$2,500 or less, the procurement can be made as a point of sale transaction by the Using Agency; payments may be made either through p-card or purchase order.

**C.** If the procurement is over \$2,500 but equal to or less than \$5,000 the procurement can be made by the Using Agency or Purchasing. Funding must be certified as available either through:

1. P-card payment by Using Agency as a point of sale transaction, or
2. Issuing a purchase order.

**D.** If the procurement is over \$5,000 but equal to or less than \$100,000 the procurement shall be approved by the Purchasing Division. Either the Using Agency or Purchasing shall attempt to obtain three (3) written quotes for comparable goods and or services. If it is not practicable to obtain three (3) quotes, the Using Agency shall obtain written approval by the Purchasing Agent or the assistant Purchasing Agent and shall provide the Purchasing Agent with a written explanation of the reasons for the impracticality before the purchase is made.

1. Using Agency Responsibility: The Using Agency shall be responsible for defining the specific details of goods or services required. The Using Agency will typically solicit the three (3) or more quotes, complete the associated checklist, and present the quotes and checklist for review to Purchasing for approval. **A best effort should be made during the quote collection process to obtain at least one (1) quote from a Minority, Small, Women-Owned, Veteran Owned, or Serviced Disabled Veteran Owned Business.**

2. Quotes shall be obtained in writing and can be documented through pricing catalogs or website pricing.

3. Goods and or services quoted must be comparable in scope and quantity.

4. Purchasing's Responsibility: Purchasing will review the quotes provided, may elect to solicit additional quotes during the review process if deemed appropriate, and shall finalize and execute an award either through a purchase order agreement or other appropriate contract vehicle. The award shall ensure that:

- a. Funding must be certified as available either through a purchase order or by completing the purchase using a p-card.
- b. Unless circumstances exist, Purchasing shall ensure that the small procurement is made to the lowest priced quote. Should Purchasing determine that it is necessary to purchase from a company that did not provide the lowest price, Purchasing will document the justification to not award to the lowest priced quote.
- c. Small procurement awards are only valid for the current fiscal year.
- d. Small procurement awards that are for services performed onsite may require insurance to further protect the County from liability.

#### **IV. EMERGENCY PROCUREMENTS (§ 8-2-108)**

An Emergency Procurement may be used when a purchase is initially anticipated to cost in excess of \$2,500, and there is an Emergency, as defined in the County Code.

##### **A. AGENCY DOCUMENTATION REQUIREMENT**

Not later than the next regular County business day, after the emergency has been requested, the Using Agency shall submit required documentation to the Purchasing Agent including a requisition for goods or services, a tabulation of quotes received, a copy of any delivery record, a written explanation of the emergency, a written justification for the Emergency Procurement, and a written description of the efforts taken to procure goods or services.

##### **B. EMERGENCY DURING REGULAR COUNTY BUSINESS HOURS**

1. If an Emergency Purchase arises during normal County business hours, the Using Agency shall contact the Purchasing Agent or designee and describe the Emergency and the Goods or Services required to meet the immediate need.

2. Emergency Procurements shall not exceed the minimum amount of Goods and Services needed to eliminate the Emergency.

##### **C. EMERGENCY OUTSIDE OF REGULAR COUNTY BUSINESS HOURS – EMERGENCY OPERATIONS CENTER NOT ACTIVATED**

1. If an emergency purchase arises outside of normal County business hours and the County's Emergency Operations Center is not activated, then the Using Agency may purchase the Goods or Services. Whenever practical, the Using Agency shall attempt to use a Vendor with an existing Contract. If that is not possible, the Using Agency shall attempt to obtain more than one telephone quote and shall purchase the Goods or Services at the lowest price unless it is impractical to get more than one quote.

2. The Using Agency shall submit as soon as practicable the documentation outlined in Section A.

3. The Purchasing Agent shall maintain the written records related to all Emergency Procurements.

**D. EMERGENCY OUTSIDE OF REGULAR COUNTY BUSINESS HOURS – EMERGENCY OPERATIONS CENTER ACTIVATED**

Whenever the County’s Emergency Operations Center is activated, Purchasing Division personnel may be available to assist with Emergency Procurements. EOC Representatives should document all purchases made during an activation in accordance with Section A.

## **V. REQUESTS FOR INFORMATION (RFI)**

The Purchasing Division may issue a Request for Information (RFI) for the purposes of obtaining information on goods and services available in the marketplace.

1. An RFI is not a recognized procurement method and cannot result in an award.
2. An RFI can be issued either through public notice or issued directly to selected vendors in the marketplace.
3. An RFI cannot include an offer, value, pricing, or discounts.
4. An RFI can include qualification statements, examples of past projects, a summary of how to address the scope of work, and successful metrics of previous projects.
5. Once RFI responses are received, they are to be reviewed by an evaluation committee.
6. The Using Agency is responsible for providing qualified staff for the evaluation committee.
7. Evaluation criteria for evaluating the responses shall be created by the assigned Purchasing representative and Using Agency.

## **VI. CONTRACTS**

### **A. GENERALLY**

1. Except as otherwise set forth in these Regulations, any type of Contract that will promote the best interests of the County, as determined by the Purchasing Agent, may be used.

2. Cost Reimbursement Contracts may be used only when the Purchasing Agent determines that such a Contract will be less costly to the County or that it is impractical to procure the Goods or Services except under a Cost Reimbursement Contract.

3. Cost-Plus-a-Percentage-of-Cost Contracts are prohibited. Contracts based on percentage discounts from or percentages added to prices listed in a manufacturer's published price list in general distribution or with pricing including a work up on materials or rented equipment used for maintenance, repairs, or new installations on County property are not Cost-Plus-a-Percentage-of-Cost Contracts.

4. A Contract may have a term, with or without renewals, determined by the Purchasing Agent to be in the best interests of the County so long as: (1) the term and the length and conditions of any renewal, including the objective method of determining the price for the renewal, are included in the Procurement solicitation; (2) the appropriate County agency shall take all necessary steps to ensure certification of funds for further fiscal years prior to incurring obligations; (3) the Contract is contingent on availability and appropriation of funds for any part of the term or renewal that is beyond the County's current fiscal year; (4) should the County execute a multiple year term contract, each fiscal year the County shall provide notice of the certification of funds to the vendor for the current fiscal year; (5) the Contract may be terminated by the County without penalty if such funds for any fiscal year are not available or appropriated; and (6) in the event of such a termination, the Vendor is paid the reasonable value of the Goods and Services provided up to the termination, but not for any anticipated profits; and (7) the Purchasing Agent shall provide justification for any contract that requires a multiple year term to explain why the multiple year term is in the best interest of the County. All Contracts shall be in the name of "Anne Arundel County, Maryland". No Contract should be in the name of a County department, agency, or employee. Consistent with the County Charter, all Contracts shall be signed by the County Executive, unless the County Executive has made a designation of signature authority for the Contract or type of Contract or unless County law provides otherwise.

## **B. BLANKET CONTRACTS**

1. When unknown quantities of Goods or Services may be required over a course of time, a Blanket Contract may be used.
2. Under a Blanket Contract, the County does not agree to purchase any specified amount of Goods or Services or to pay the Vendor any specified amount of money.
3. The Blanket Contract establishes the price to be paid for Goods or Services if they are needed by the County during the term of the Contract. Consistent with these Regulations, Blanket Contracts may be amended to change quantities of Goods or Services.
4. Purchases are made under a Blanket Contract through the issuance of a Blanket Order Release by the Purchasing Division.
5. The Controller shall certify the availability and encumbrance of funds at the time of issuance of the Blanket Order Release under a Blanket Contract.
6. Blanket Contracts shall be in the form prescribed by the Purchasing Agent, with the approval of the Office of Law.

## **C. VENDOR GENERATED CONTRACTS**

The Purchasing Agent reserves the right, when in the best interest of the County, to accept the use of a vendor-generated contract or agreement.

## **D. CONTRACT CLAUSES**

1. All Contracts shall comport to this subsection. If in the best interest of the County and for good cause shown, the Purchasing Agent, with the approval of the Office of Law, may waive requirements of this subsection of these Regulations. Any waiver by the Purchasing Agent shall be as narrow as practicable. If a provision required by this subsection is inconsistent with a provision of the County's Standard Specification for Construction – General Provisions as applicable to capital improvement contracts, the County's Standard Specification shall be utilized. Software license agreements are governed by Subsection E below.
2. All Contracts except for those for Small Procurements:

- a) shall contain a provision requiring the Vendor and any subcontractors to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the United States Department of Labor Regulations 41 C.F.R. Part 60;
- b) shall contain a provision requiring that a contract not be awarded to any contractor unless the contract contains provisions obligating that contractor not to discriminate in any manner against any employee or applicant for employment on the basis of race, creed, color, or national origin, or on any other basis that would be a violation of federal or state law, and obligating the contractor to include a similar clause in all subcontracts. Contractors and subcontractors shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause;
- c) shall provide for and not limit administrative, contractual, or legal remedies, damages, or appropriate penalties for the Vendor’s breach of Contract terms;
- d) if they involve the expenditure of federal or State grant funds, shall contain, by reference or otherwise, all terms and conditions required by the terms of the federal or State grant;
- e) shall include provisions allowing the County to access a Vendor’s records as necessary to audit or verify a Vendor’s costs, fees, and charges related to the Contract; and
- f) shall include any clauses required by Executive Order or law.

3. All Contracts:

- a. shall not limit the County’s right to a trial by jury in any claim in any way arising out of the Contract or the Goods or Services procured thereunder;
- b. shall not modify the statute of limitations applicable to any claim in any way arising out of the Contract or the Goods or Services procured thereunder;
- c. shall apply Maryland law to the interpretation of all Contracts and to all claims in any way arising out of the Contract or the Goods or Services procured thereunder;

- d. shall not contain a waiver by the County of any defenses or immunities in any claim in any way arising out of the Contract or the Goods or Services procured thereunder;
- e. shall require the Vendor to indemnify the County, including its agents, servants, and employees, from any claims in any way arising out of the Contract or the Goods or Services procured thereunder; should the Purchasing Agent deem it necessary and in the best interest of the County, both parties can indemnify each other to the greatest extent permitted by law;”
- f. shall contain a provision permitting the County to terminate the Contract for convenience with written approval by the Purchasing Agent upon no more than sixty (60) days’ notice to the Vendor;
- g. shall contain a provision permitting the County to terminate the Contract for cause with written approval by the Purchasing Agent upon no more than seven (7) business days’ notice to the Vendor;
- h. shall contain a provision indicating that any portion of the Contract extending beyond the County’s current fiscal year is subject to appropriation and availability of funds for that portion of the Contract extending beyond the County’s current fiscal year, and, if such funds are not appropriated or available, the County can terminate the Contract without penalty upon seven (7) BUSINESS days’ notice to the Vendor;
- i. shall contain a provision indicating that the Vendor is an independent contractor and that no employment or agency relationship is created between the County and the Vendor;
- j. shall contain a provision that the Contract shall not be assigned by the Vendor without the written consent of the County;
- k. shall not contain a provision requiring the County to submit any claim to binding arbitration;
- l. shall not require the County to only indemnify a vendor unless in circumstances of dual indemnity; dual indemnity between both parties can be approved by the Purchasing Agent.

m. the Purchasing Agent should take every reasonable step possible to limit damages to which the County would be entitled for breach of Contract or other claim in any way arising out of the Contract or the Goods or Services procured thereunder;

n. shall not in any way waive or alter any of the provisions of the Maryland Local Government Tort Claims Act; and

o. shall contain a provision that the Vendor shall (i) maintain a workplace free of drug and alcohol abuse during the term of the Contract; (ii) prohibit employees from working under the influence of drugs or alcohol; and (iii) refuse to hire or assign to work under the Contract anyone whom the Vendor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

p. The Purchasing Agent may include in any Contract the clauses required by law or considered necessary to protect the County's best interests.

## **E. SOFTWARE LICENSE AGREEMENTS**

Software license agreements are agreements governing the installation, use, and distribution of software that has been procured by a valid procurement method. Software license agreements are ancillary to a procurement contract and not subject to procurement laws and standard County terms and conditions, but must be approved by the Director of the Office of Information Technology to verify the operational requirement of the software and compliance with the software licensing agreement during the terms of the license.

## **F. CONTRACTS FOR PROFESSIONAL SERVICES: ARCHITECTS AND ENGINEERS**

Contracts for the services of architects and engineers shall include a clause requiring submission of approved overhead rates.

## **G. CONTRACT AMENDMENT**

1. Requests to amend Contracts shall be submitted to the Purchasing Division for review and approval.

2. Amendments to Contracts shall be prepared by the Purchasing Division.
3. Amendments shall be within the original scope but not including quantities unless quantities are projected to increase by more than 75 percent.

## **H. CONTRACT ADMINISTRATION**

1. Unless otherwise determined by the Purchasing Agent, Contracts shall be administered by the Using Agencies.
2. Using Agencies shall consult with Purchasing Division personnel as necessary, shall keep Purchasing Division personnel apprised of issues that arise under Contracts, and shall seek advice from Purchasing Division personnel on such issues as necessary.
3. The receipt of Goods and Services under Contracts shall be verified prior to receiving and accepting goods or services and shall be managed and tracked by the Using Agency through the County's electronic financial system, when possible, and pursuant to the County's Administrative Procedure entitled "Property Control and Accountability Policies and Procedures."
4. Invoices for Goods and Services shall be submitted to the Office of Finance and shall be processed through the County's electronic financial system.

## **VII. PROCUREMENT OF GOODS AND SERVICES – AWARD TO ALL OR MULTIPLE RESPONSIVE AND RESPONSIBLE VENDORS**

Under some circumstances, the County may require Goods or Services to be provided by multiple or all vendors who respond to the solicitation. The award of a contract is not based on the bid or cost proposal price or evaluation of the Bidder/Offeror. Instead, contracts are awarded to all or multiple Responsive and Responsible vendors who agree to abide by all terms and conditions of the procurement.

### **A. SMALL PROCUREMENTS WHERE AWARD IS MADE TO ALL OR MULTIPLE RESPONSIVE AND RESPONSIBLE VENDORS**

If the Procurement is a Small Procurement to all or multiple Vendors (is anticipated to cost less than \$100,000 per Vendor), then it may proceed in accordance with the provisions of these Regulations related to Small Procurements except that the Procurement is made to all or multiple Vendors who can provide the Goods and Services at a price set by the Procurement or, if no price is set, at a price submitted by the Vendor if that price is deemed reasonable by and acceptable to the Purchasing Agent.

### **B. PROCUREMENTS ANTICIPATED TO COST IN EXCESS OF \$100,000 PER VENDOR WHERE AWARD IS MADE TO ALL OR MULTIPLE RESPONSIVE, RESPONSIBLE VENDORS**

1. If the Procurement is anticipated to cost in excess of \$100,000 per Vendor, then the Purchasing Division shall issue an IFB or an RFP, as deemed appropriate.

2. The Procurement shall proceed in accordance with the provisions of these Regulations, except that:

a) if an IFB is issued, awards are made to all Responsive and Responsible Bidders:

(1) at the price set in the IFB; or

(2) if no price is set in the IFB, at the Bid price if it is deemed reasonable by and acceptable to the Purchasing Agent; and

b) if an RFP is issued, Proposals are not scored to determine if an Offeror is Responsive, and awards are made to all or multiple Responsive and Responsible Offerors:

(1) at the price set in the RFP; or

(2) if no price is set, at the price proposed by the Offeror if it is deemed reasonable by and acceptable to the Purchasing Agent.

## **VIII. PROCUREMENTS ANTICIPATED TO COST IN EXCESS OF \$ 100,000**

### **A. GENERAL**

1. If the Procurement is not an Emergency, as set forth herein, and the price of Goods or Services is anticipated to be greater than \$100,000, then the Using Agency must submit a Requisition and technical specifications for the Goods or Services to the Purchasing Division.

2. In accordance with the Purchasing Regulations, the Buyer assigned to the Using Agency determines the method of Procurement that comports with Article 8 of the Anne Arundel County Code and these Regulations and is in the best interests of the County.

3. Methods available include Competitive Sealed Bidding; Competitive Sealed Proposal; a Sole Source Procurement; and a Professional Service Procurement.

4. If the Using Agency disagrees with the Purchasing Agent over the method of Procurement, then the Central Services Officer shall decide which method will be used. The decision of the Central Services Officer is final.

5. Requirements for Goods or Services shall not be artificially divided to avoid the requirement to use a Procurement method applicable to Procurements anticipated to cost in excess of \$100,000.

### **B. COMPETITIVE SEALED BIDDING (§ 8-2-104) – OTHER THAN CAPITAL IMPROVEMENT PROCUREMENTS**

Competitive Sealed Bidding is the preferred formal Procurement method for procurements over \$100,000. Competitive Sealed Bidding is used when the desired Goods or Services can be fully described by the Using Agency, and the Using Agency is soliciting Bids. The award shall be made to the Responsive and Responsible Bidder having the lowest Bid price or evaluated Bid Price. The Procurement solicitation is called an Invitation for Bids (“IFB”).

#### **1. Invitation for Bids**

a) The IFB shall include a description of the Goods or Services being procured and all contractual terms and conditions applicable to the Procurement. The IFB shall identify all mandatory requirements and conditions that the Bidders must include and respond to in their Bid Response.

The IFB may include the general terms and conditions; the technical specifications submitted by the Using Agency and otherwise developed as set forth in these Regulations; the format for the Bid response; required affidavits; any draft Contract; and any other required documents. The IFB shall state whether one or more awards will be made.

b) Specifications for Goods or Services shall be developed as set forth in § 8-2-104(o) of the County Code.

c) The Buyer determines: whether a Bid Deposit will be required; the amount of any Bid Deposit; the types and amounts of performance or materials bonds that will be required; and, in consultation with the Division of Risk Management, the types and amounts of insurance coverage that the Vendor will be required to provide.

d) With the assistance of the Using Agency, the Buyer shall identify potential Bidders. The Buyer shall send Bid Notices to potential Bidders.

e) If a paper copy of a document is requested, Purchasing may charge reasonable fees.

f) The Buyer shall maintain a written or electronic list of potential Bidders who were sent Bid Notices OR received copies of the IFB from the Purchasing Division.

g) If the Buyer determines that it would assist in the understanding of the IFB, the Buyer may conduct a pre-Bid conference. Information concerning the date, time, and place of the pre-Bid conference shall be included in the IFB. Representatives of the Using Agency may attend the pre-Bid conference. Potential Bidders cannot rely on any oral information imparted at the pre-Bid conference. Questions asked by potential Bidders at a pre-Bid conference or prior to the deadline for submitting questions shall be submitted in writing and will be addressed in an addendum. Information given at a pre-Bid conference shall not be considered valid unless addressed in a written addendum.

h) If the Buyer determines that it would assist in the understanding of the IFB, the Buyer may schedule and make arrangements for a site visit. Information concerning the date, time, and place of the site visit shall be included in the IFB or in an addendum to the IFB. Representatives of the Using Agency may be present at the site visit. Potential Bidders cannot rely on any

oral information imparted at the site visit. Any requests for clarification shall be addressed in a written addendum to the IFB. Information imparted any way other than in a written addendum to the IFB shall not be valid.

i) Any requests for clarification of the IFB from potential Bidders, other than those communicated to the Buyer at a pre-Bid conference or site visit, shall be submitted in writing to the Buyer prior to the deadline set forth in the IFB. Buyers shall communicate with potential Bidders only in writing in an addendum issued to potential Bidders who were sent Bid notices or copies of the IFB and potential Bidders who have registered with Purchasing. It is the obligation of all parties intending to Bid to obtain all addenda to the IFB. All addenda shall be signed by Bidders and shall be included as part of the Bid response. Purchasing may reject any Bid that does not include signed copies of all addenda.

j) It is the responsibility of potential Bidders to ensure that all requests for clarification are addressed in addenda to the IFB. Within two (2) business days after the issuance of an addendum, a Bidder shall advise the Buyer, in writing, of any requests for clarifications not addressed in the addendum. Otherwise, the request for clarification is deemed withdrawn. Should no addendum be issued, then the Bidder shall notify the Buyer at least two (2) business days prior to bid opening.

k) The Purchasing Division shall receive and safeguard all Bids. All Bids shall be clearly marked as such with the Bid number and title and shall be sealed at the time of submission. Bids, including the number of copies required by the IFB, shall be submitted by the date and time specified in the IFB. Envelopes or other packaging shall include the IFB number and identify the contents as a Bid. Bid envelopes or packaging shall be date and time stamped by the Purchasing Division upon receipt. Any Bids received by the Purchasing Division after the time or date specified shall be rejected.

l) Each Bid shall include the County-issued affidavit that the Bidder has not been a party with other Bidders to an agreement to Bid a fixed or uniform price. The Bid may be deemed non-Responsive if a Bidder violates or has violated the statement or discloses or acquires the terms or conditions of another Bidder's Bid.

m) Each Bid shall include a response to those requirements and conditions identified in the IFB as mandatory requirements and conditions. The Bid may

be deemed non-Responsive if a Bidder does not include and respond to all mandatory requirements and conditions.

n) All deviations from the specifications and exceptions to the terms of the IFB shall be set forth in a separate attachment to the Bid. If not, the deviations or exceptions shall be deemed to be of no effect, and the Successful Bidder shall be required to comply with all terms of the IFB.

o) Deviations from the specifications and exceptions to the terms of the IFB that are properly presented shall be considered by the Purchasing Agent with the assistance of the Using Agency and, if appropriate, the Office of Law. If any deviation or exception is deemed not acceptable and is not withdrawn by the Bidder, the Purchasing Agent may determine that the Bidder is non-Responsive and may reject the Bid.

p) Bids may be withdrawn at any time prior to Bid opening by written notice to the Purchasing Agent by the Bidder.

q) Bids shall be opened at a public proceeding on the date and time and at the place specified in the IFB. At least two (2) County employees shall be present at the Bid opening. The Bids shall be read or acknowledged aloud. A written tabulation of the Bids shall be posted on the County's website at the time of the award.

r) All Bid documents shall be secured and shall not be made available for public inspection until the Successful Bidder is notified of the award and the contract is executed. Thereafter, all appropriate Bid documents shall be made available for public inspection in accordance with and subject to the Maryland Public Information Act.

s) After the Bid opening, the Buyer shall review the Bid submissions to determine if each Bidder is Responsible or non-Responsive. In making this determination, the Buyer may consult with the Using Agency. A Bidder may be deemed not Responsible if the Bidder is not able in all respects to deliver the required Goods or to perform the required Services. The factors to be considered in determining the responsibility of a Bidder shall include those listed in § 8-2-104(m) of the County Code. A Bidder may be deemed non-Responsive if the bid does not conform to the requirements of the IFB in all material respects. Any Bidder deemed not Responsible or non-Responsive shall be notified in writing by the Buyer. If the Bidder disagrees with this

determination, the Bidder may file a protest pursuant to the procedures set forth in these Regulations.

t) The award shall be made to the Responsive and Responsible Bidder with the lowest price no sooner than seven (7) calendar days after Bid opening.

u) The Buyer shall notify the Successful Bidders of the award in writing. The award shall contain conditions deemed necessary by the Purchasing Division, including finalization of award documents. The Buyer shall notify all unsuccessful Bidders of the award in writing. All Protests shall be processed as set forth in these Regulations.

v) Protests shall be in writing and shall be filed with the Purchasing Agent within ten (10) business days of the date the notification is sent to unsuccessful bidders. Protest shall also post a bond valued at \$5,000 or one (1) percent of the lowest proposal submitted, whichever is greater. If the entity filing the protest prevails, the entity shall have their bond returned. If the protest was filed for a frivolous or improper purpose as determined in the sole discretion of the purchasing agent after consultation with the county attorney, the bond shall be promptly payable to the county. Protests can only be filed by offerors who have submitted a response to the solicitation. This includes “no bid” responses for those entities who chose not to submit pricing in response to the solicitation. Should an offeror receive a rejection letter for being non-responsive or not responsible, their ten (10) business days to file a written protest begins from the date the notification is sent. Protests shall contain all factual and legal basis for the Protest. The Purchasing Agent shall review the Protest and materials related to the subject Procurement and render a decision in writing as soon as practicable. The award may be delayed pending resolution of any Protest.

w) All Bids submitted are valid for the period of time stated in the IFB, which shall be a minimum of 120 days from the Bid opening. Extending the due date of a bid opening shall be at the discretion of the Buyer. Should a Bidder be requested to extend their bid pricing beyond 120 days, the Bidder must confirm in writing that the bid response remains valid for the requested extended time period. Should the IFB require a bid bond and the Bidder uses this form of bid deposit, the Bidder will be required to extend their submitted bid bond.

x) If, after bids are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the bid document, as follows:

- (1) Bidder alleges a mistake in the bid that Bidder has made;
- (2) County finds a mistake and the mistake is one the Bidder made;

The bid may be withdrawn or corrected only with the approval of the Purchasing Agent and the Central Services Officer.

If, after bids are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the bid document, as follows:

- (1) County finds a mistake post-opening, pre-award, and the mistake is one the County made, with the approval of the Purchasing Agent and the Central Services Officer, the County may go back to all Bidders to request acceptance of correction.

If the County discovers a County-generated mistake in the bid document prior to the due date, the County shall issue an addendum to clarify the mistake and allow any bids previously received to be resubmitted. The County may also elect to extend the due date if it is in the best interest of the County to ensure necessary competition.

The Purchasing Agent shall document in writing all grants or denials of Bid corrections or withdrawals based on a claim of mistake, including the reasons for the grant or denial, and the document shall be maintained as part of the file related to the Procurement.

y) The Purchasing Agent may reject all Bids and cancel the IFB, may reject parts of all Bids, or may reject all Bids for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

z) If two (2) or more Responsive and Responsible Bidders are tied for the lowest Bid, then the award shall be made as set forth in § 8-2-104(i) of the County Code.

aa) If only one (1) Bid is received or if no Bids are received, and reissuance of the IFB is not practicable or in the best interests of the County, the Purchasing Agent may award the Bid to the single Bidder or may negotiate a Sole Source Procurement.

bb) If two (2) or more Bids are received from Responsive and Responsible Bidders and all such Bids exceed allocated funds for the Procurement, the Purchasing Agent may reduce or modify the Goods or Services being procured and may either solicit revised Bids from the Responsive and Responsible Bidders or may cancel the IFB.

cc) The Buyer shall prepare Purchase Orders and Contracts in accordance with these Regulations.

dd) If all documents requested by Purchasing, such as a signed agreement, certificate of insurance, performance bond, or any other document deemed material by the Purchasing Agent are not returned to the Buyer within the stated time, the award may be canceled with the approval of the Purchasing Agent, and the Bidder's Bid Deposit, if any, shall be forfeited as liquidated damages and not as a penalty. If any award is canceled for any reason, the Purchasing Agent shall decide, based on the best interests of the County, if the award should be made to the next lowest Bidder or if the IFB should be canceled in its entirety.

ee) All Bid Deposits that are not forfeited shall be returned after finalization of the award documents or cancellation of the IFB.

ff) The Buyer shall route all Contract documents as required in these Regulations for County signatures.

## 2. Multi-Step Procedure

a) A Multi-Step IFB procedure may be used only with the written consent of the Purchasing Agent.

b) A Multi-Step IFB is only used if: (1) there is a need to determine if a Bidder is Responsible before revealing the Bid; or (2) if a sample of a Bidder's Goods needs to be evaluated to determine if it meets the Using Agency's needs before considering the Bid.

c) If a Multi-Step IFB is used, the Purchasing Agent shall determine which of the following two methods shall be used.

(1) A multi-step IFB may be conducted such that qualifications only or samples of Goods only, or both, are submitted by the Bidders and are evaluated by the Buyer and the Using Agency to determine if each Bidder is Responsible and if the Bidder's Goods or Services meet the Using Agency's needs. Bids are solicited only from those Bidders deemed Responsible and whose Goods or Services meet the Using Agency's needs. The procedures for Bid opening, award, and all subsequent proceedings are the same as otherwise set forth in these Regulations.

(2) A multi-step IFB may be conducted such that qualifications only or samples of Goods only, or both, and Bids are submitted separately but simultaneously. The Buyer and the Using Agency evaluate the qualifications and samples to determine if the Bidder is Responsible and the Bidder's Goods or Services meet the Using Agency's needs. Bids are opened only for those Bidders who are deemed Responsible and whose Goods or Services meet the Using Agency's needs. The unopened Bids shall be returned to the Bidders. The procedures for Bid opening, award, and all subsequent proceedings are as otherwise set forth in these Regulations.

## **C. COMPETITIVE SEALED BIDDING (§ 8-2-104, § 8-2-114) – CAPITAL IMPROVEMENT PROGRAM PROCUREMENTS**

Specifications for Competitive Sealed Bidding for Capital Improvement Program procurements are located at the Department of Public Works website for Standard specifications for construction:

<http://www.aaCounty.org/departments/public-works/engineering/design-manual/SSCPart1GP3.pdf>

The Department of Public Works Engineering Design Manual can be found at:

<http://www.aaCounty.org/departments/public-works/engineering/design-manual/SSCPart1GP2.pdf>

1. Competitive Sealed Bidding is the preferred formal procurement method for procurements over \$100,000. Competitive Sealed Bidding is used when the Capital Improvement project can be fully described and specified by the Department of Public Works. The award shall be made to the Responsive and Responsible Bidder having the lowest Bid price or evaluated Bid Price. The procurement solicitation is called an Invitation for Bids (“IFB”).

2. Whenever a Capital Improvement project is to be undertaken by the County, the Department of Public Works shall develop plans, specifications, and cost estimates, and shall provide them to the Purchasing Division. The Purchasing Division shall forward a summary of the scope of work and cost estimate to the Chief Administrative Officer. The Chief Administrative Officer shall initially determine whether the Capital Improvement project is to be completed by County personnel or by contractors.

3. Plans and specifications for Capital Improvement projects are prepared by the Department of Public Works’ Bureau of Engineering or by an architectural/engineering consultant that has been procured pursuant to the “Professional Services” provisions of Article 8 of the County Code and these Regulations. Specifications for Goods or Services shall be developed as set forth in § 8-2-104(o) of the County Code.

4. The Department of Public Works forwards a copy of the Project Manual to the Purchasing Division for its review.

5. Upon approval by the Purchasing Division, the Purchasing Division issues and advertises a Notice to Contractors. The Notice to Contractors shall contain a description of the proposed work, the time and place where Bids will be received, regarding access to the IFB and other necessary documents, the price of the IFB and other necessary documents, and the reservation of the right of the County to reject any or all Bids. The IFB shall identify all mandatory requirements and conditions that the Bidders must include and respond to in their Bid Response.

6. The Notice to Contractors shall also include the estimated cost of the Capital Improvement project by the cost classifications as found in the General Provisions.

7. The Purchasing Division makes arrangements for advertising, which shall include print and online publication in a newspaper of general circulation in the County. The advertising shall begin and continue for a reasonable time prior to Bid opening and shall include instructions on obtaining copies of the IFB from the Department of Public Works.

8. The Purchasing Division may submit the Notice to Contractors for inclusion on the Purchasing Division website so that the Notice to Contractors may be downloaded or printed directly from the website. The Notice to Contractors may be submitted for inclusion in other Procurement advertising websites from which the Notice to Contractors may be downloaded or printed.

9. Pre-Bid conferences shall be held for all Capital Improvement projects. Information concerning the date, time, and place of the pre-Bid conference shall be included in the Notice to Contractors and in the IFB. Representatives of the Department of Public Works shall attend and may conduct the pre-Bid conference. Potential Bidders cannot rely on any oral information imparted at the pre-Bid conference. The Department of Public Works representative shall note any requests for clarification presented at the pre-Bid conference and any requests for which clarifications shall be addressed in a written addendum to the IFB. Information imparted any way other than in a written addendum to the IFB shall not be valid.

10. Site visits may be scheduled. All other information concerning the date, time, and place of the site visit shall be included in the IFB or in an addendum to the IFB. Representatives of the Department of Public Works and any Architect/Engineering firm involved in the Capital Improvement project may be present at the site visit. Potential Bidders cannot rely on any oral information imparted at the site visit. A Department of Public Works representative shall note any requests for clarification presented at the site visit, and any requests for clarification shall be addressed in a written addendum to the IFB. Information imparted any way other than in a written addendum to the IFB shall not be valid.

11. Any requests for clarification of the IFB from potential Bidders, other than those communicated to the Department of Public Works representative at a pre-Bid conference or site visit, shall be submitted in writing to the Department of Public Works project manager assigned to the Capital Improvement project prior to the deadline set forth in the IFB. All communication with potential Bidders shall be in writing. Only those potential Bidders who are the Prime Plan Holders will be issued any written addendum for a Capital Improvement project IFB. It is the obligation of all parties intending to Bid to obtain all addenda to the IFB. Bidders shall acknowledge all addenda on the Bid response form. Purchasing may reject any Bid that does not acknowledge receipt of all addenda.

12. It is the responsibility of potential Bidders to ensure that all requests for clarification are addressed in addenda to the IFB. The Project Manager must be advised of any omitted request for clarification within two (2) business days of the issuance of an addendum or the request for clarification is deemed withdrawn.

13. The Purchasing Division shall receive and safeguard all Bids. All Bids shall be clearly marked with the bid number and title and shall be sealed at the time of submission. Bids, including the number of copies required by the IFB, shall be submitted by the date and time specified in the IFB. Envelopes or other packaging shall include the IFB number and identify the contents as a Bid. Bid envelopes or packaging shall be date and time stamped by the Purchasing Division upon receipt. Any Bids received by the Purchasing Division after the time or date specified shall be rejected.

14. Each Bid shall include the County-issued affidavit regarding bribery and collusion that the Bidder has not been a party with other Bidders to an agreement to Bid a fixed or uniform price. The Bid may be deemed non-Responsive if a Bidder violates or has violated the statement or discloses or acquires the terms or conditions of another Bidder's Bid.

15. Each Bid shall include a response to those requirements and conditions identified in the IFB as mandatory requirements and conditions. The Bid may be deemed non-Responsive if a Bidder does not include and respond to all mandatory requirements and conditions.

16. All deviations from the specifications and exceptions to the terms of the IFB must be set forth in writing to the Project Manager prior to the deadline set for requests for clarifications. If not, the deviations or exceptions shall be deemed to be of no effect, and the Successful Bidder shall be required to comply with all terms of the IFB.

17. Deviations from the specifications and exceptions to the terms of the IFB that are properly presented shall be considered by the Purchasing Agent with the assistance of the

Department of Public Works and the Office of Law. If any deviation or exception is deemed not acceptable and is not withdrawn by the Bidder, the Purchasing Agent may reject the Bid.

18. Bids may be withdrawn at any time prior to Bid opening subject to the Purchasing Agent's discretion. Bids may not be withdrawn before the award has been made subject to the Purchasing Agent's discretion.

19. Bids shall be opened at a public proceeding on the date and time and at the place specified in the IFB. At least two (2) County employees shall be present at the Bid opening. The Bids shall be read or acknowledged aloud. A tabulation of the Bids shall be created at the time of the opening, which includes the name of the Bidder and sets forth the total price Bid. The written Bid tabulation shall be posted on the Purchasing Division website and shall remain posted until the award is made. Thereafter, the Bid tabulation shall be filed with the records related to the IFB.

20. All Bid documents shall be secured by the Purchasing Division and not made available for public inspection until the successful Bidder is sent the executed award documents. Thereafter, all Bid documents shall be made available for public inspection in accordance with and subject to the Maryland Public Information Act.

21. After review, the Bid documents from Bidders deemed Responsive shall be forwarded to the Department of Public Works to review each Bid to determine if the Bidders are Responsible. The factors to be considered in determining responsibility of a Bidder shall include those listed in §8-2-104(m) of the County Code. Any Bidder deemed not Responsible shall be notified in writing by the Purchasing Agent or designee. If the Bidder disagrees with this determination, the Bidder may file a protest pursuant to the procedures set forth in these Regulations.

22. The Department of Public Works shall make a determination as to the Responsive and Responsible Bidder with the lowest price Bid and shall prepare an award recommendation notification for the Responsive and Responsible Bidder with the lowest price Bid and forward it to the Purchasing Agent for signature.

23. The Purchasing Division shall notify the successful Bidder of the award in writing. The award shall be conditioned upon Budget Office approval, availability of appropriated funds, and finalization of award documents. The Buyer shall notify all unsuccessful Bidders of the award in writing upon executive of the award documents. All Bid protests shall be processed as set forth in these Regulations.

24. All Bids submitted are valid for the period of time stated in the IFB, which

shall be a minimum of 120 days from the Bid opening.

25. If, after bids are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the bid document, as follows:

- a) Bidder alleges a mistake in the bid that Bidder has made;
- b) County finds a mistake and the mistake is one the Bidder made;

The bid may be withdrawn or corrected only with the approval of the Purchasing Agent and the Central Services Officer.

If, after bids are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the bid document, as follows:

- a) County finds a mistake post-opening, pre-award, and the mistake is one the County made, with the approval of the Purchasing Agent and the Central Services Officer, the County may go back to all Bidders to request acceptance of correction.

The Purchasing Agent shall document in writing all grants or denials of Bid corrections or withdrawals based on a claim of mistake, including the reasons for the grant or denial, and the document shall be maintained as part of the file related to the Procurement.

26. The Purchasing Agent may reject all Bids and cancel the IFB or may reject parts of all Bids if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the IFB.

27. If two (2) or more Responsive and Responsible Bidders are tied for the lowest Bid, then the award shall be made as set forth in § 8-2-104(i) of the County Code.

28. If only one (1) Bid is received or if no Bids are received, and issuance of the IFB is not practicable or in the best interest of the County, the Purchasing Agent may award the Bid to the single Bidder as a sole source procurement and may negotiate the items with the Bidder.

29. If two (2) or more Bids are received from Responsive and Responsible Bidders and all such Bids exceed allocated funds for the Procurement, the Purchasing Agent may reduce or modify the scope of work and may either solicit revised Bids from the Responsive and Responsible Bidders or may cancel the IFB.

30. If any award is canceled for any reason, the Purchasing Agent shall decide, based on the best interests of the County, if the award should be made to the next lowest Bidder or if the IFB should be canceled in its entirety.

31. All Bid deposits that are not forfeited shall be returned after finalization of the award documents or cancellation of the IFB at the discretion of the Purchasing Agent.

32. The Buyer shall route all Contract documents as required in these Regulations.

33. If Bidding or subsequent changes to the Contract require additional expenditure in excess of the appropriation, the additional amount is subject to approval by the County Council by supplementary or emergency appropriation ordinance as provided for in §712 of the County Charter.

34. A Multi-Step IFB procedure may be used only with the written consent of the Purchasing Agent.

a) A Multi-Step IFB is only used if:

(1) there is a need to determine if a Bidder is Responsible before revealing the Bid; or

(2) if a sample of a Bidder's Goods needs to be evaluated to determine if it meets the Department of Public Works' needs before considering the Bid.

b) If a Multi-Step IFB is used, the Purchasing Agent shall determine which of the following two methods shall be used.

(1) A multi-step IFB may be conducted such that qualifications only or samples of Goods only, or both, are submitted by the Bidders and are evaluated by the Buyer and the Department of Public Works to determine if each Bidder is Responsible and if the Bidder's Goods or Services meet the Department of Works' needs. Bids are solicited only from those Bidders deemed Responsible and whose Goods or Services

meet the Department of Public Works' needs. The procedures for Bid opening, award, and all subsequent proceedings are the same as otherwise set forth in these Regulations.

(2) A multi-step IFB may be conducted such that qualifications only or samples of Goods only, or both, and Bids are submitted separately but simultaneously. The Buyer and the Department of Public Works evaluate the qualifications and samples to determine if the Bidder is Responsible and the Bidder's Goods or Services meet the Department of Public Works' needs. Bids are opened only for those Bidders who are deemed Responsible and whose Goods or Services meet the Department of Public Works' needs. The unopened Bids shall be returned to the Bidders. The procedures for Bid opening, award, and all subsequent proceedings are as otherwise set forth in these Regulations.

#### **D. COMPETITIVE SEALED PROPOSALS (§ 8-2-105) – OTHER THAN CAPITAL IMPROVEMENT PROCUREMENTS**

Competitive Sealed Proposals are used only with the approval of the Purchasing Agent. The Using Agency must ask for and receive written permission from the Purchasing Agent for use of Competitive Sealed Proposals rather than Competitive Sealed Bidding. Competitive Sealed Proposals are used when the Using Agency does not provide detailed specifications but wants the Offerors to present a Proposal for the Goods or Services to be provided. The Procurement solicitation is called a Request for Proposal ("RFP"). The Purchasing Agent may choose to conduct the RFP using a format that includes technical and cost proposals or using a qualification based selection (QBS) in which capabilities will be evaluated in place of Technical proposals. Technical or Capabilities and cost proposals are submitted in response to an RFP. The technical or Capabilities and cost proposals are evaluated and scored based on criteria identified in the RFP. Cost shall not be the sole evaluation factor, and the award shall not be made based solely on the lowest Cost Proposal.

1. An RFP can also be issued using competitive selection based on prequalification of Offerors prior to issuing an RFP or be evaluated based on evaluation criteria can be based on qualification-based selection.

2. In circumstances where conducting an open competitive request for proposal is not in the best interest of the County or when the materials being released in the RFP are considered sensitive or poses a security risk to the County, the Purchasing Division may solicit a list of prequalified contractors to participate in a closed competitive RFP.

3. Additionally, a Using Agency may request the Purchasing Division to procure the services of a contractor through qualification-based selection, (QBS) as provided in the section for a project that are either:

a) exceptionally complex

b) Involve a scope of work that is not susceptible of being completely determined at the outset of the project and there is a need for flexibility and adaptability in establishing the scope of work.

c) The Using Agency shall prepare a written request for approval to proceed by QBS for review and approval by Purchasing Agent and Central Services Officer. The request shall include: (1) a preliminary scope of work to be performed by the contractor (2) the procedures to be followed in the procurement, including basis for evaluation, selection, and negotiation of the procurement.

3. The RFP shall include a general scope of work developed with the assistance of the Using Agency, evaluation criteria, the relative weight of the Technical or Capabilities Proposal and the Cost Proposal, and all contractual terms and conditions applicable to the Procurement. The RFP also generally includes general terms and conditions; the format for the Proposal; required affidavits; any draft agreement; and any other required documents. The RFP shall identify all mandatory requirements and conditions that Offerors must include and respond to in their Proposal.

4. Buyer assigned to the Using Agency on consultation with the Using Agency determines: whether a Proposal Deposit is will be required and; the amount of any Proposal Deposit; the types and amounts of performance bonds if that will be required; and, in consultation with the Office of Risk Management, the types and amounts of insurance coverage that is required by the Vendor; will be required to provide. Any Proposal Deposit shall be a fixed amount and shall not be based on a percentage of the proposed cost.

5. The Buyer assigns dates for all activities related to the RFP, including, as applicable, advertising, issuance of the RFP, any pre-Proposal conference, requests for clarification, and Proposal submission.

6. The Using Agency may recommend who shall serve on the Evaluation Committee. The Buyer shall serve as a coordinator with the Purchasing Division. The Evaluation Committee may include experts in a field related to the RFP who are not County employees and whose Service on the Evaluation Committee does not result in any conflict of

interest. Service on the Evaluation Committee by anyone other than a County employee must be approved in advance by the Purchasing Agent. County employees on the Evaluation Committee are not required to work within the Using Agency. The list of members of the Evaluation Committee shall be forwarded to the Purchasing Division upon publication of the Solicitation. The Buyer should keep summary notes of Evaluation Committee meetings.

7. The Buyer makes arrangements for advertising, which shall include publication in a newspaper of general circulation in the County. The advertising shall begin and continue for a reasonable time prior to Proposal Opening and shall include instructions on obtaining copies of the RFP from Purchasing.

8. In addition to advertising, the Buyer will ensure posting on the Purchasing Division website so that it may be downloaded or printed directly from the website. The Buyer may submit the RFP for inclusion in other Procurement advertising websites from which the RFP may be downloaded or printed. Any electronic postings of the RFP shall include a statement that Vendors interested in submitting Proposals should register with the Purchasing Division and the instructions for registration.

9. With the assistance of the Using Agency, the Buyer shall identify potential Offerors. The Buyer shall send Proposal Notices to potential Offerors.

10. The Buyer shall make paper or electronic copies of the RFP available to potential Offerors at the Purchasing Division.

11. The Buyer shall maintain a list of potential Offerors who were sent Proposal Notices, received copies of the RFP from the Purchasing Division, or have registered with the Purchasing Division.

12. If the Buyer determines that it would assist in the understanding of the RFP, the Buyer may conduct a pre-Proposal conference. Information concerning the date, time, and place of the pre-Proposal conference shall be included in the RFP. Representatives of the Using Agency may attend the pre-Proposal conference. Potential Offerors cannot rely on any oral information imparted at the pre-Proposal conference. The Buyer shall note any requests for clarification presented at the pre-Proposal conference, and any requests for clarification shall be addressed in a written addendum to the RFP. Information imparted any way other than in a written addendum to the RFP shall not be valid. Questions asked by potential Offerors at a pre-proposal conference shall be noted and addressed in an addendum. Information given at a pre-proposal conference shall not be considered valid unless addressed in a written addendum.

13. If the Buyer determines that it would assist in the understanding of the RFP, the Buyer may schedule and make arrangements for a site visit. Information concerning the date, time, and place of the site visit shall be included in the RFP or in an addendum to the RFP. Representatives of the Using Agency may be present at the site visit. Potential Offerors cannot rely on any oral information imparted at the site visit. The Buyer shall note any requests for clarification presented at the site visit, and any requests for clarification shall be addressed in a written addendum to the RFP. Information imparted any way other than in a written addendum to the RFP shall not be valid. Questions asked by potential Offerors at a pre-proposal conference shall be noted and addressed in an addendum. Information given at a pre-proposal conference shall not be considered valid unless addressed in a written addendum. If not all questions asked at a pre-proposal conference are covered in the addendum, it is the responsibility of the Offeror who asked the question(s) to notify the Buyer of the information inadvertently left out.

14. Any requests for clarification of the RFP from potential Offerors, other than those communicated to the Buyer at a pre-Proposal conference or site visit, shall be submitted in writing to the Buyer prior to the deadline set forth in the RFP. Buyers shall communicate with potential Offerors only in writing in an addendum issued to potential Offerors who were sent Proposal Notices or copies of the RFP and potential Offerors who have registered with Purchasing. It is the obligation of all parties intending to submit Proposals to obtain all addenda to the RFP. All addenda shall be signed by Offerors and included as part of the Proposal. The Purchasing Division may reject any Proposal that does not include signed copies of all addenda. Contact with any County representative, other than the Buyer designated as the point of contact, concerning an RFP prior to an award is prohibited.

15. It is the responsibility of potential Offerors to ensure that all requests for clarification are addressed in addenda to the RFP. The Buyer must be advised of any omitted request for clarification within five (5) business days of the issuance of addenda or the request for clarification is deemed withdrawn.

16. No aspect of the Cost Proposal shall be mentioned in the Technical or Capabilities Proposal. If any aspect of the Cost Proposal is mentioned in the Technical or Capabilities Proposal, the Proposals may be deemed non-Responsive. Any Proposals received by the Purchasing Division after the time or date specified shall be rejected.

17. Purchasing shall receive and safeguard all Proposals.

18. Each Proposal shall include a response to those requirements and conditions identified in the RFP as mandatory requirements and conditions. The Proposal may be deemed

non-Responsive if an Offeror does not include and respond to all mandatory requirements and conditions in the Proposal.

19. All deviations from and exceptions to the RFP shall be set forth in a separate attachment to the Technical or Capabilities Proposal or the Cost Proposal, as applicable. If not, the deviations or exceptions shall be deemed to be of no effect, and the Successful Offeror shall be required to comply with all terms of the RFP.

20. Deviations from and exceptions to the RFP that are properly presented shall be considered by the Purchasing Agent with the assistance of the Using Agency and the Office of Law. If any deviation or exception is deemed not acceptable and is not withdrawn by the Offeror, the Purchasing Agent may determine that the Offeror is non-Responsive and reject the Proposal.

21. Proposals may be withdrawn at any time prior to the deadline set for Proposal submission. At the discretion of the Purchasing Agent, Proposals may not be withdrawn after the deadline set for Proposal Submission.

22. After the deadline for Proposal submission, Purchasing shall open only the Technical or Capabilities Proposals. Contents of the Technical or Capabilities Proposals shall not be disclosed to other Offerors. Purchasing shall maintain a list of the identities of Offerors, which shall be open to public inspection. Purchasing shall forward only the Technical or Capabilities Proposals to members of the Evaluation Committee.

23. All Proposals shall be secured by Purchasing and not made available for public inspection until the Successful Offeror is notified of the award. If Offerors maintain that any part of the Technical or Capabilities Proposal is proprietary or confidential under Maryland or other law, then the Offeror shall mark each page of the Technical or Capabilities Proposal that it deems proprietary or confidential in a way that is easily detectable by the Buyer. Any pages of the Technical or Capabilities Proposal not so marked shall be open to public inspection as otherwise set forth in these Regulations. If any person or entity objects to an Offeror's designation of any part of the Technical or Capabilities Proposal as proprietary or confidential, the matter shall be referred to the Office of Law for further action.

24. The Buyer shall review the Technical or Capabilities Proposals to determine if each Offeror is Responsible and Responsive. Any Offeror deemed not Responsible or non-Responsive shall be notified in writing by the Buyer. If the Offeror disagrees with this determination, the Offeror may file a protest pursuant to the procedures set forth in these Regulations.

25. Prior to the finalization of the scoring of the Technical or Capabilities Proposals, the Evaluation Committee may request that all Responsive Offerors who submit Proposals determined by the Purchasing Agent to be reasonably susceptible to award may make oral presentations related to their Technical or Capabilities Proposals. Oral presentations are an opportunity for Offerors to describe all or part of their Technical or Capabilities Proposal in person to the Evaluation Committee. No information from Proposals submitted by other Offerors shall be disclosed during oral presentations.

26. Prior to finalization of the scoring of Technical or Capabilities Proposals, the Evaluation Committee may conduct discussions with Offerors for purposes of clarification of the Technical or Capabilities Proposal. Discussions for the purposes of clarification may be held to assure full understanding of and Responsiveness to the RFP. The Evaluation Committee is not required to hold discussions for clarification with all Offerors. No information from Proposals submitted by other Offerors shall be disclosed during discussions for the purposes of clarification.

27. The Evaluation Committee shall evaluate the Technical or Capabilities Proposals based on the criteria set forth in the RFP and shall assign a score consistent with the RFP and based on a scale agreed to in advance by the Evaluation Committee. The Buyer shall keep a record of the scores assigned by each member of the Evaluation Committee.

28. After the Technical or Capabilities Proposals have been scored, the Buyer shall open the Cost Proposals. Cost Proposals shall be evaluated based on best value to the County has achieved a minimum passing Technical or Capabilities score as determined by the evaluation committee.

29. At any time prior to the award, the Buyer may request that any or all Responsive and Responsible Offerors submit Best and Final Offers. No information from Proposals submitted by other Offerors shall be disclosed when soliciting or evaluating Best and Final Offers. Members of the Evaluation Committee may adjust and recalculate scores based on Best and Final Offers.

30. The award shall be made to the Responsive and Responsible Offeror with the highest Technical or Capabilities and Cost combined score that is determined to be the best value.

31. The Buyer shall notify the Successful Offeror of the award in writing. The award shall contain conditions deemed necessary by the Purchasing Division, including finalization of award documents. The Buyer should notify all unsuccessful Offerors of the award in writing. All Proposal protests shall be processed as set forth in these Regulations.

32. Protests shall be in writing and shall be filed with the Purchasing Agent within ten (10) business days of the date the notification is sent to unsuccessful Bidders. Protestors shall also post a bond valued at \$5,000 or one (1) percent of the lowest Proposal submitted, whichever is greater. If the entity filing the protest prevails, the entity shall have their bond returned. If the protest was filed for a frivolous or improper purpose as determined in the sole discretion of the Purchasing Agent after consultation with the County Attorney, the bond shall be promptly payable to the County. Protests can only be filed by Offerors who have submitted a response to the solicitation. This includes “no bid” responses for those entities who chose not to submit a proposal in response to the solicitation. Should an Offeror receive a rejection letter for being non-Responsive or not Responsible, their ten (10) business days to file a written protest begins from the date the notification is sent. Protests shall contain all factual and legal basis for the Protest. The Purchasing Agent shall review the Protest and materials related to the subject Procurement and render a decision in writing as soon as practicable. The award may be delayed pending resolution of any Protest.

33. All Proposals submitted are valid for the period of time stated in the RFP, which shall be a minimum of 120 days from receipt of the Proposal.

34. The Purchasing Agent shall document in writing all grants or denials of Proposal corrections or withdrawals based on a claim of mistake, including the reasons for the grant or denial, and the document shall be maintained as part of the file related to the Procurement. If, after proposals are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the document, as follows:

- a) Offeror alleges a mistake in the proposal that Offeror has made;
- b) County finds a mistake and the mistake is one the Offeror made;

The proposal may be withdrawn or corrected only with the approval of the Purchasing Agent and the Central Services Officer.

If, after proposals are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the proposal, as follows:

1. County finds a mistake post-opening, pre-award, and the mistake is one the County made, with the approval of the Purchasing Agent and the Central Services Officer, the County may go back to all Offerors to request acceptance of correction.

The Purchasing Agent shall document in writing all grants or denials of Proposal. Corrections or withdrawals based on a claim of mistake, including the reasons for the grant or denial, and the document shall be maintained as part of the file related to the Procurement.

35. The Purchasing Agent may reject all Proposals and cancel the RFP, may reject parts of all Proposals, or may reject all Proposals for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

36. If only one (1) Proposal is received or if no Proposals are received, and if reissuance of the RFP is not practicable or in the best interest of the County, the Purchasing Agent may award the Proposal to the single Offeror or may negotiate a Sole Source Procurement.

37. If two (2) or more Proposals are received from Responsive and Responsible Offerors and all such Proposals exceed allocated funds for the Procurement, the Purchasing Agent may reduce or modify the Goods or Services being procured and may either solicit revised Proposals from the Responsive and Responsible Offerors or may cancel the RFP.

38. The Purchasing Agent shall decide, based on the best interests of the County, if the award should be made to the Offeror with the next highest score or if the RFP should be canceled in its entirety.

39. All Proposal Deposits that are not forfeited shall be returned after finalization of the award documents or cancellation of the RFP.

## **E. COMPETITIVE SEALED PROPOSALS (§ 8-2-105) – CAPITAL IMPROVEMENT PROCUREMENTS (DESIGN/BUILD)**

Competitive Sealed Proposals are used primarily for design/build project and only with the approval of the Purchasing Agent. The Department of Public Works must submit written justification for use of Competitive Sealed Proposals rather than Competitive Sealed Bidding.

Competitive Sealed Proposals are used when the Department of Public Works wants Offerors to present a Technical Proposal for a project. The Procurement solicitation is called a Request for Proposal (“RFP”). Technical and Cost Proposals are submitted in response to an RFP. The Technical and Cost Proposals are evaluated and scored based on criteria identified in the RFP. Cost shall not be the sole evaluation factor, and the award shall not be made based solely on the lowest Cost Proposal. The issuance of an RFP shall result in only one (1) award; unless the Purchasing Agent approves a request for multiple awards.

Although the use of Competitive Sealed Proposals is the preferred choice for a design/build procurement, with the Purchasing Agent’s approval, the Department of Public Works may choose Competitive Sealed Bids (see Competitive Sealed Bidding – Capital Improvement Program Procurements) as the procurement method.

1. Whenever a Capital Improvement project is to be undertaken by the County, the Department of Public Works shall develop plans, specifications, and cost estimates, and shall provide them to the Purchasing Division. The Purchasing Division shall forward a summary of the scope of work and cost estimate to the Chief Administrative Officer. The Chief Administrative Officer shall initially determine whether the Capital Improvement project is to be completed by County personnel or by Vendors.

2. The Department of Public Works assembles the RFP solicitation packet. The RFP solicitation shall include a general scope of work developed with the assistance of the Bureau of Engineering, evaluation criteria, the relative weight of the Technical Proposal and the Cost Proposal, and all contractual terms and conditions applicable to the Procurement. The RFP solicitation also generally includes general terms and conditions; the format for the Proposal; required affidavits; any draft agreement; and any other required documents. The RFP solicitation shall identify all mandatory requirements and conditions that Offerors must include and respond to in their Proposal. The RFP solicitation package is sent to the Purchasing Division for review and approval.

3. The Department of Public Works forwards a copy of the RFP solicitation packet to the Purchasing Division to review documents required to be completed by the Offerors.

4. Upon approval by the Purchasing Agent or designee, the Purchasing Division issues and advertises a Notice to Contractors. The Notice to Contractors shall contain a description of the proposed work, when and where Proposals will be received, information regarding access to the RFP solicitation and other necessary documents, the price of the RFP solicitation and other necessary documents, a description of the Proposal Deposit, and the reservation of the right of the County to reject any or all Proposals.

5. The Purchasing Division makes arrangements for advertising, which shall include publication of a notice of the issuance of the RFP solicitation in a newspaper of general circulation in the County for a reasonable time period prior to the receipt of proposals. The advertising shall include instructions on obtaining copies of the RFP solicitation from the Department of Public Works.

6. The Chief Engineer shall determine who shall serve on the Evaluation Committee. Purchasing Division personnel assigned to the project shall coordinate the Evaluation Committee. The Evaluation Committee may include experts in a field related to the RFP solicitation who are not County employees and whose Service on the Evaluation Committee does not result in any conflict of interest. Service on the Evaluation Committee by anyone other than a County employee must be approved in advance by the Purchasing Agent. County employees on the Evaluation Committee are not required to work within the Department of Public Works. The list of members of the Evaluation Committee shall be forwarded to the Purchasing Division prior to publication of the Solicitation.

7. The Purchasing Division shall post a Proposal Notice on the Purchasing Division website and on public procurement bid boards utilized by other jurisdictions for a reasonable time prior to the Proposal opening.

8. The Department of Public Works shall identify potential Offerors. The Purchasing Division may send Notices to Contractors to potential Offerors.

9. The Department of Public Works shall provide access to the electronic RFP solicitation files to potential Offerors through the Department of Public Works.

10. The Department of Public Works may charge a fee for the RFP solicitation in a reasonable amount reflecting the cost of reproduction.

11. The Department of Public Works shall maintain a list of potential Offerors who obtain the RFP.

12. Because of the complexity of Capital Improvement projects, pre-Proposal conferences may be held for Capital Improvement projects. Information concerning the date, time, and place of the pre-Proposal conference shall be included in the Notice to Contractors and in the RFP solicitation. Representatives of the Department of Public Works shall attend and may conduct the pre-Proposal conference. Potential Offerors cannot rely on any oral information imparted at the pre-Proposal conference. The Department of Public Works representative shall note any requests for clarification presented at the pre-Proposal conference, and any requests for clarification shall be addressed in a written addendum to the

RFP solicitation. Information imparted any way other than in a written addendum to the RFP solicitation shall not be valid.

13. If it is determined that it would assist in the understanding of the RFP or the Capital Improvement project, a site visit may be scheduled. Information concerning the date, time, and place of the site visit shall be included in the RFP or in an addendum to the RFP solicitation. Representatives of the Department of Public Works may be present at the site visit. Potential Offerors cannot rely on any oral information imparted at the site visit. Department of Public Works representatives shall note any requests for clarification presented at the site visit, and any requests for clarification shall be addressed in a written addendum to the RFP solicitation. Information imparted any way other than in a written addendum to the RFP solicitation shall not be valid.

14. Any requests for clarification of the RFP solicitation from potential Offerors, other than those communicated to the Department of Public Works representative at a pre-Proposal conference or site visit, shall be submitted in writing to the Department of Public Works representative prior to the deadline set forth in the RFP solicitation. All communications with potential Offerors shall be in writing. Department of Public Works representatives shall communicate with potential Offerors only in addenda issued to potential Offerors who were sent Notices to Contractors or copies of the RFP solicitation. It is the obligation of all parties intending to submit Proposals to obtain all addenda to the RFP solicitation. All addenda shall be signed by Offerors and included as part of the Proposal. The Purchasing Division may reject any Proposal/Bid Response that does not include signed copies of all addenda.

15. It is the responsibility of potential Offerors to ensure that all requests for clarification are addressed in addenda to the RFP. The Project Manager must be advised of any omitted request for clarification within five (5) business days of the issuance of addenda or the request for clarification is deemed withdrawn.

16. Proposals, including the number of copies required by the RFP, shall be submitted by the date and time specified in the RFP. All Proposals submitted shall be sealed. For RFPs, Technical and Cost Proposals shall be packaged separately. No aspect of the Cost Proposal shall be mentioned in the Technical Proposal. If any aspect of the Cost Proposal is mentioned in the Technical Proposal, the Proposals may be rejected. Envelopes or other packaging shall include the RFP number and identify the contents as either a Technical Proposal or a Cost Proposal. Proposal envelopes or packaging shall be stamped with the date and time by the Purchasing Division upon receipt. Any Proposals received by the Purchasing Division after the time or date specified shall be rejected.

17. The Purchasing Division shall receive and safeguard all Proposals.
18. Each Proposal shall include a response to those requirements and conditions identified in the RFP as mandatory requirements and conditions. The Proposal may be deemed non-Responsive if an Offeror does not include and respond to all mandatory requirements and conditions in the Proposal Response.
19. For Proposals, all deviations from and exceptions to the RFP must be set forth in a separate attachment to the Technical Proposal or the Cost Proposal, as applicable. If not, the deviations or exceptions shall be deemed to be of no effect, and the Successful Offeror shall be required to comply with all terms of the RFP.
20. Deviations from and exceptions to the RFP that are properly presented shall be considered by the Purchasing Agent with the assistance of the Department of Public Works and the Office of Law. If any deviation or exception is deemed not acceptable and is not withdrawn by the Offeror, the Purchasing Agent may determine that the Offeror is non-Responsive and reject the Proposal.
21. Proposals may be withdrawn at any time prior to the deadline set for Proposal/BID submission.
22. After the deadline for Proposal submission, the Purchasing Division shall open only the Technical Proposals. Contents of the Technical Proposals shall not be disclosed to other Offerors. The Purchasing Division shall maintain a list of the identities of Offerors, which shall be open to public inspection. Contact with any County representative, other than the Buyer designated as the point of contact, concerning an RFP prior to an award is prohibited. The Purchasing Division shall coordinate the forwarding of the Technical and Cost Proposals to the Chief Engineer for evaluation by the Evaluation Committee.
23. All Proposals shall be secured by the Purchasing Division and not made available for public inspection until the Successful Offeror is issued with the executed award. If Offerors maintain that any part of the Technical Proposal is proprietary or confidential under Maryland or other law, then the Offeror shall mark each page of the Technical Proposal that it deems proprietary or confidential in a way that is easily detectable by the Purchasing Division. Any pages of the Technical Proposal not so marked shall be open to public inspection as otherwise set forth in these Regulations.
24. The Evaluation Committee shall review the Technical Proposals to determine if each Offeror is Responsible. In making this determination, the Evaluation Committee may consult with the Department of Public Works. An Offeror may be deemed not Responsible if

the Offeror is not able in all respects to perform the required Services. In determining responsibility of an Offeror, the Evaluation Committee may include those factors listed in § 8-2-105(m) of the County Code. Any Offeror deemed not Responsible shall be notified in writing by the Purchasing Division. If the Offeror disagrees with this determination, the Offeror may file a protest pursuant to the procedures set forth in these Regulations.

25. The Evaluation Committee shall review the Technical Proposals to determine if each Offeror is Responsive. An Offeror may be deemed non-Responsive if the Proposal does not conform to the requirements of the RFP in all material respects. Any Offerors deemed not Responsive shall be notified of such in writing by the Purchasing Division. If the Offeror disagrees with this determination, the Offeror may file a protest pursuant to the procedures set forth in these Regulations.

26. Prior to the finalization of the scoring of the Technical Proposals, the Evaluation Committee may request that all Offerors make oral presentations related to their Technical Proposals. No information from Proposals submitted by other Offerors shall be disclosed during oral presentations.

27. Prior to finalization of the scoring of Technical Proposals, the Evaluation Committee may conduct discussions with Offerors for purposes of clarification of the Technical Proposal. The Evaluation Committee is not required to hold discussions for clarification with all Offerors. No information from Proposals submitted by other Offerors shall be disclosed during discussions for the purposes of clarification.

28. The Evaluation Committee shall evaluate the Technical Proposals based on the criteria set forth in the RFP and shall assign a score consistent with the RFP and based on a scale agreed to in advance by the Evaluation Committee. The Purchasing Division shall keep a record of the scores assigned by each member of the Evaluation Committee.

29. After the Technical Proposals have been scored, the Purchasing Division shall open the Cost Proposals. Cost Proposals shall be evaluated based on the best value to the County and in conjunction with a minimum passing score at the discretion of the evaluation committee.

30. At any time prior to the award, the Purchasing Division may request that all Responsive and Responsible Offerors submit Best and Final Offers. No information from Proposals submitted by other Offerors shall be disclosed when soliciting or evaluating Best and Final Offers. Members of the Evaluation Committee shall finalize scores based on Best and Final Offers.

31. Upon determination of the Responsive and Responsible Offeror with the best value, the Department of Public Works prepares an award recommendation notification and forwards it to the Purchasing Agent for signature.

32. The award shall be made to the Responsive and Responsible Offeror with the best value.

33. The Purchasing Division shall notify the Successful Offeror of the award in writing. The award shall be conditioned upon Budget Office approval, availability of appropriated funds, resolution of any protests, and finalization of award documents. The Purchasing Division shall notify all unsuccessful Offerors of the award in writing. All Proposal protests shall be processed as set forth in these Regulations.

34. Protests shall be in writing and shall be filed with the Purchasing Agent within ten (10) business days of the date the notification is sent to unsuccessful Bidders. Protest shall also post a bond valued at \$5,000 or one (1) percent of the lowest bid submitted, whichever is greater. If the entity filing the protest prevails, the entity shall have their bond returned. If the protest was filed for a frivolous or improper purpose as determined in the sole discretion of the Purchasing Agent after consultation with the County Attorney, the bond shall be promptly payable to the County. Protests can only be filed by Bidders who have submitted a response to the solicitation. This includes “no bid” responses for those entities who chose not to submit pricing in response to the solicitation. Should a Bidder receive a rejection letter for being non-Responsive or not Responsible, their ten (10) business days to file a written protest begins from the date the notification is sent. Protests shall contain all factual and legal basis for the Protest. The Purchasing Agent shall review the Protest and materials related to the subject Procurement and render a decision in writing as soon as practicable. The award may be delayed pending resolution of any Protest.

35. All Proposals submitted are valid for the period of time stated in the RFP, which shall be a minimum of 120 days from the Proposal opening.

36. If, after proposals are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the document, as follows:

- a) Offeror alleges a mistake in the proposal that Offeror has made;
- b) County finds a mistake and the mistake is one the Offeror made;

The bid may be withdrawn or corrected only with the approval of the Purchasing Agent and the Central Services Officer.

If, after bids are opened, a mistake, defined as one being a typographical error, error in extending a unit price, a transposition error, or an arithmetical error, is found, and is clearly evident from the bid document, as follows:

- c) County finds a mistake post-opening, pre-award, and the mistake is one the County made, with the approval of the Purchasing Agent and the Central Services Officer, the County may go back to all Offerors to request acceptance of correction.

The Purchasing Agent shall document in writing all grants or denials of Proposal. Corrections or withdrawals based on a claim of mistake, including the reasons for the grant or denial, and the document shall be maintained as part of the file related to the Procurement.

37. The Purchasing Agent may reject all Proposals and cancel the RFP may reject parts of all Proposals/Bid Responses, or may reject all Proposals for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

38. If only one (1) Proposal is received or if no Proposals are received, and time does not permit re-advertising, the Purchasing Agent may award the project to the single Offeror or may negotiate a Sole Source Procurement.

39. If two (2) or more Proposals are received from Responsive and Responsible Offerors and all such Proposals exceed allocated funds for the Procurement, the Purchasing Agent may reduce or modify the project being procured and may either solicit revised Proposals from the Responsive and Responsible Offerors or may cancel the RFP.

40. The Purchasing Division shall prepare Purchase Orders and Contracts in accordance with these Regulations.

41. The Purchasing Division shall send Purchase Orders and Contracts, as applicable, to the Successful Offerors with a cover letter giving instructions for execution of documents, listing the documents that shall be returned to the Buyer, and setting forth a time for returning all documents to the Buyer. If all documents are not returned to the Buyer within

the stated time, the award to the successful Offeror may be canceled with the approval of the Purchasing Agent, and the Offeror's Proposal if any, shall be forfeited as liquidated damages and not as a penalty.

42. If any award is canceled for any reason, the Purchasing Agent shall decide, based on the best interests of the County, if the award should be made to the Offeror with the next highest score or if the RFP should be canceled in its entirety.

43. All Proposal Deposits that are not forfeited shall be returned after finalization of the award documents or cancelation of the RFP.

44. If the Procurement or subsequent changes to the Contract require additional expenditure in excess of the appropriation, the additional amount is subject to approval by the County Council by supplementary or emergency appropriation ordinance as provided for in §712 of the County Charter.

## **F. SOLE SOURCE PROCUREMENTS (§ 8-2-107)**

A noncompetitive Sole Source Procurement exceeding \$5,000 may be used when there is only one source for the Goods or Services. The Purchasing Agent shall sign a written determination as to whether a Sole Source Procurement is justified. The Purchasing Agent's decision shall be based on the factors listed in § 8-2-107 of the County Code. The Purchasing Agent's decision shall be effective for up to one year from the date of decision unless otherwise specified by the Purchasing Agent.

1. If a Using Agency has identified a Vendor and reasonably believes that the Vendor is the only source for a Good or Service, then the Using Agency shall submit to the Purchasing Agent in writing: (1) a full description of the Good or Service being procured; (2) the name, address, and telephone number of the Vendor; and (3) the reasons a Sole Source Procurement is justified.

2. The Purchasing Agent shall make a written determination as to whether a Sole Source Procurement is justified. The Purchasing Agent's decision shall be based on the factors listed in § 8-2-107 of the County Code. The Purchasing Agent's decision shall be effective for up to one year from the date of decision, unless otherwise specified by the Purchasing Agent.

3. The decision of the Purchasing Agent as to whether to use a Sole Source Procurement is final.

## **G. EXPEDITED PROCUREMENTS (§ 8-2-109)**

An Expedited Procurement is used when the amount of the Procurement is initially estimated to exceed \$100,000, and, while there is no Emergency as defined in these Regulations, prompt Procurement action best serves the public interest and outweighs the benefits of Competitive Sealed Bidding or Competitive Sealed Proposals. This may include expeditious Procurement being necessary to avoid the loss of Federal or State funding or to avoid adverse impact on the economic welfare or economic development of the County.

1. The use of an Expedited Procurement shall be approved in writing in advance by the Chief Administrative Officer (CAO), Central Services Officer (CSO), and the Purchasing Agent. This approval may be on a contract-by-contract or a project-by-project basis. The Purchasing Agent, at his/her own discretion, may open bids publicly or not.

2. To the extent practicable, the procedures set forth in these Regulations for Competitive Sealed Bidding and Competitive Sealed Proposals shall be used for Expedited Procurements, except that the Purchasing Agent may waive the public notice requirements of advertising if the Purchasing Agent determines in writing that there is insufficient time to fulfill those requirements.

3. If Purchasing Agent determines in writing that: (1) there was insufficient time for a competitive solicitation to be completed between the time when the need for the Procurement first became known and the required time for delivery of Goods or the performance of Service; or (2) other compelling reasons exist that preclude use of a competitive Procurement, the Purchasing Agent may procure Goods or Services through a noncompetitive Procurement.

4. The decision of the Purchasing Agent as to whether to use a competitive or non-competitive Procurement for an Expedited Procurement is final.

## **H. PROFESSIONAL SERVICES PROCUREMENTS (§ 8-2-110) – OTHER THAN ARCHITECTS AND ENGINEERS**

Professional Services are the Services of persons or entities that possess appropriate certification or credentials such as attorneys, physicians, and other licensed professionals. There are four approved methods for Professional Services Procurements.

1. Sole Source Professional Services Procurement

a) The Using Agency identifies the need for Procurement of Professional Services and determines that there is only one source of the Professional Services.

b) The Using Agency shall provide to the Purchasing Agent a written description of the Professional Services required and the name and address of the Professional Services provider or providers identified by the Using Agency. The Using Agency shall also provide all justifications, information, and documents that are required in these Regulations for a Sole Source Procurement.

c) If the Purchasing Agent Buyer determines in writing that the Services are Professional Services, that the provider is a Professional Services provider, and that there is only one source for the Services, the Professional Services Procurement shall proceed in accordance with the procedures set forth in these Regulations for a Sole Source Procurement.

2. Competitive Procurement with Prequalified Professionals

a) The Purchasing Agent or designee shall work with Using Agencies to establish the criteria for prequalification of Professional Services providers.

b) If there is a prequalified list of providers for the Professional Services required, then the Professional Services Procurement shall proceed as a Competitive Sealed Bid or a Competitive Sealed Proposal, consistent with the procedures set forth in these Regulations. The Purchasing Agent may waive the advertising requirements for Competitive Sealed Bids and Competitive Sealed Proposals for a Professional Services Procurement if the Purchasing Agent determines that the list of prequalified Professional Service providers contains at least three prequalified providers to facilitate the competitive Procurement.

3. Procurement Without Prequalified Professionals – If the profession is not prohibited by its rules of professional responsibility or law or regulation from submitting competitive bids or proposals and there are no prequalified lists of Professional Services providers, then Professional Services may be procured through Competitive Procurement in accordance with Article 8 of the County Code and these Regulations.

4. If the profession is prohibited by its rules of professional responsibility or law or regulation from submitting competitive bids or proposals, then the Purchasing Agent shall

make the procurement in such a manner that is in the best interests of the County.

## **I. PROFESSIONAL SERVICES PROCUREMENTS – ARCHITECTS AND ENGINEERS (§ 8-2-110)**

This section applies to procurement of the services of consultants providing architectural and engineering services (“Consultants”).

### **1. Methods of Selection of Consultants.**

Consultants’ services comprise a special subset of Professional Services as defined in the County Code. Consultants’ services awards, approval to use the QBS process, and other items of interest required by Using Agencies may be procured through one of the following methods as provided in this section: either non-competitively, from the Open End Agreements List, through a 254 list, or competitively, through technical- and price-based selection or qualification-based selection. For competitive selection, Consultants shall be qualified based on pre-qualification or on a Request for Statement of Qualifications as provided in this section.

### **2. Delegation of Authority**

The Purchasing Agent, the Director of Public Works, the CSO, and the CAO may delegate their authority under this section to appropriate staff under their supervision.

### **3. Consultant Service Categories.**

a) The Department of Public Works, Engineering Bureau (“DPW Engineering”), has established service categories to be used for qualifying Consultants (“Service Categories”). These Service Categories have been approved by the Purchasing Agent and are as follows:

1. Water Distribution and Sewage Collection
2. Water and Sewage Treatment
3. Soils Engineering
4. Storm Drainage
5. Highways
6. Structural Engineering
7. Buildings – Architects

8. Parks and Recreation Facilities
9. Mechanical – Electrical
10. Site Development – General Civil
11. Traffic Engineering
12. Landscaping
13. Construction Supervision – Pipelines
14. Construction Supervision – Buildings
15. Construction Supervision – Water and Sewage Treatment
16. Construction Supervision - Mechanical and Electrical
17. Construction Supervision – General
18. Solid Wastes
19. Surveying – Land
20. Materials Testing and Inspection
21. Transportation Planning
22. Environmental Planning
23. Stream & Ecological Restoration
24. GIS

The Chief Engineer may request changes to these Service Categories that shall become final upon approval of the Purchasing Agent.

2. Open End Agreements: Qualification of Consultants

a) Based on a recommendation from the Chief Engineer, the Purchasing Division will develop a list of Consultants who are eligible to receive purchase orders under open end contracts for architectural and engineering services. Open end contracts may be used for services that are estimated to not exceed a cost of \$250,000.

b) On request of the Chief Engineer, the Purchasing Division solicits Statements of Qualifications from Consultants who desire to be qualified for the award of Open End contracts. Consultants' services required by Using Agencies may be procured through one of the following methods as provided in Section i, Professional Services Procurements – Architects and Engineers of the Purchasing Regulations, either non-competitively from the Open End Agreements listing or competitively through technical and price-based selection. For competitive selection, consultants shall be qualified based on prequalification (sf254) or on a request for statement of qualifications for a specific project. Based on a written request from DPW Engineering, the Purchasing Division places advertisements in various media, soliciting Statements of Qualifications from qualified Consultants. The advertisement

will contain the place and the closing date and time for submission of the Statement of Qualifications and will request that interested consultants complete a standard form designated by the Purchasing Agent as part of the Statement of Qualifications.

c) The Purchasing Division will provide a Statement of Qualifications package to each interested Consultant upon request. The Statement of Qualifications package will include the designated standard form, the Service Categories, and a description of the process and the criteria for evaluating and determining the qualification of Consultants.

d) Each Consultant requesting prequalification will submit a completed Statement of Qualifications, including the standard form designated by the Purchasing Agent, and indicating Service Categories for which the Consultant desires to be qualified, in the number required by the Purchasing Division. The submittal will be made at the advertised place prior to the due date and closing time. The Purchasing Division retains the Statements of Qualifications in a secure place until the due date and closing time. A Consultant may withdraw or change the Statement of Qualifications prior to the closing time. On receipt, the Purchasing Division stamps the date and time of receipt of the Statements of Qualifications and retains one copy for the Purchasing Division's records.

e) The Purchasing Division forwards all submitted Statements of Qualifications to DPW Engineering for evaluation by the Evaluation Committee selected in advance by the Chief Engineer and composed of at least three (3) persons within DPW Engineering who have appropriate experience and background for the Service Categories in which the Consultant is seeking qualification. Members of the Evaluation Committee will separately evaluate each Statement of Qualifications.

f) The Statements of Qualifications will be evaluated on the following criteria: experience of the firm, number of qualified personnel offered, experience of personnel, location and availability of personnel, and references from other projects of similar scope and size. These criteria may be expanded upon or modified by the Purchasing Agent at the request of DPW Engineering for any solicitation for Open End contracts.

g) The Chief Engineer will consolidate the separate evaluations to determine the qualifications of each Consultant within Service Categories, as defined in the solicitation, based on the consolidated evaluations. The Chief

Engineer will recommend the qualifications of selected Consultants in specific Service Categories, and the ranking of the selected Consultants within those Service Categories. One or more Consultants may be selected for each Service Category and a Consultant may be qualified in multiple Service Categories. The Service Categories identified in the solicitation shall include those subject matters identified in the Purchasing Regulations but the Service Categories may be grouped in the solicitation based on subject matter into a reduced and more manageable number of Service Categories.

h) Upon execution of contract awards, the Purchasing Division will send notification to Consultants who were not selected. A Consultant who was not selected may request a debriefing in writing. The request shall be directed to the Purchasing Division and shall be within ten (10) business days of the date that notification is sent.

3. Open End Agreements: Selection of Consultants

a) A Using Agency may procure the services of Consultants through Open End contracts that are established as provided in this section if the services are estimated to not exceed a cost of \$250,000.

b) When a Using Agency has a need for the services of a Consultant that may be procured under an Open End contract, the Agency representative selects a Consultant from the Open End Agreements List maintained by the Department of Public Works under the applicable Service Category.

(1) Except as set forth in paragraphs (2) and (3) of this subsection, the Consultant shall be selected on a rotating basis based on the Consultants' rankings within the applicable Service Category. The Using Agency representative prepares and forwards to the selected Consultant a scope of work and other documents necessary for the preparation of a proposal.

(2) If one of the following circumstances exists, is documented and justified in writing by the Using Agency to the Consultant Selection Committee, and the documentation and justification are approved in writing by the Consultant Selection Committee, the Consultant shall be selected as set forth in paragraph (3) of this subsection:

(a) the Consultant is unable to perform the assignment,

lacks the capability in all respects to perform fully the contract requirements, or lacks the integrity or reliability that will assure good faith performance;

(b) the hours or fees proposed by the Consultant cannot successfully be negotiated to an amount the Using Agency considers fair and reasonable;

(c) another Consultant has special experience or qualifications, including geographic proximity to the site for which services are needed, that make it in the County's best interest to give the assignment to the other Consultant; or

(d) assignment to another Consultant would tend to balance the assignments among Consultants on the Service Category ranking list being used based on the fees paid or payable for work assignments previously issued.

(3) If the Using Agency finds that any of the circumstances listed in paragraph (2)(a) or (b) of this subsection exist, the next Consultant in the rotation shall be considered for the assignment as provided in paragraph (1) of this subsection. If the Chief Engineer finds that the circumstances listed in paragraph (2)(c) of this subsection exist, the Chief Engineer shall issue the assignment to the Consultant considered to have the necessary special experience or qualifications. If the Chief Engineer finds that the circumstances listed in paragraph (2)(d) of this subsection exist, the unit may issue the assignment to the Consultant, which before that time, has received assignments worth the least amount in fees paid or payable under the Open End contract being used.

c) The Consultant prepares a proposal and forwards it to the Chief Engineer representative. The Using Agency representative reviews the proposal and confirms that it is fair and reasonable in writing to the Purchasing Agent. The Using Agency representative then prepares and forwards a purchase requisition to the Purchasing Division.

d) The Chief Engineer approves the requisition and forwards documents to the Purchasing Agent for approval. On approval by the Purchasing Agent, Purchasing Division staff secures necessary approvals and issues a purchase order to the Consultant with a copy to the Using Agency representative.

6. Competitive Selection: General criteria. Competitive selection is used for projects that meet the criteria of this subsection and subsections J. or K. of this section: (1) services that are estimated to cost more than \$250,000 (2) services that are estimated to not exceed a cost of \$250,000, if the Using Agency representative determines that competition is in the County's best interest. Competitive selection proceeds by: (1) qualification, either through pre-qualification or a request for Statement of Qualifications, and (2) selection, either through a technical- and price-based selection, or through a qualification-based selection, both as further defined in this section.

7. Competitive Selection: Qualification of Consultants through Pre-Qualification and Establishment of a Short List of Qualified Consultants

a) The Purchasing Agent will maintain a list of Consultants who are pre-qualified to participate in competitive selection to receive contracts for architectural and engineering services. Each Consultant desiring request to be pre-qualified will submit to the Purchasing Division a Statement of Qualifications, in duplicate, including the standard form designated by the Purchasing Agent, and indicating Service Categories for which the Consultant desires to be pre-qualified. Consultants may submit their Statements of Qualifications at any time without the need to respond to an advertisement of the County. The Purchasing Division retains one copy for the Purchasing Division's records.

b) The Purchasing Division forwards all submitted Statements of Qualifications to DPW Engineering for evaluation by an Evaluation Committee selected by the Chief Engineer and composed of at least three (3) persons within DPW Engineering who have appropriate experience and background for reviewing a Statement of Qualifications for the Service Categories in which the Consultant is seeking pre-qualification. Members of the Evaluation Committee will separately evaluate each Statement of Qualifications. The Chief Engineer or designee will consolidate the separate evaluations to determine the qualification of a Consultant within Service Categories based on the consolidated evaluations.

c) Consultants submitting qualifications as required by this section will be rated to perform work in areas within the Service Categories. This will be based on the size of the project and the complexity of the work that they are determined to be qualified to perform. In Each Service Category, qualified firms will be assigned a letter designation from A to D indicating the size of the project and a numerical designation from 1 to 4 indicating the complexity of the work for which the Consultant is considered qualified. The following criteria will apply:

Size of Project	Complexity of Work
A. Very Large	1. Very Complex
B. Large	2. Complex
C. Medium	3. Average
D. Small	4. Simple

The areas of qualifications within the Service Categories are set forth in Attachment A that follows this section. The Statements of Qualifications will be evaluated based on the following criteria: experience of the firm, number of qualified personnel offered, experience of personnel, location and availability of personnel, and references from other projects of similar size and complexity.

d) The Purchasing Division will notify Consultants of the areas within the Service Categories for which they have been determined to be pre-qualified. The Purchasing Division will establish and maintain a list by Service Category of Consultants who are pre-qualified to participate in competitive selection (“Pre-Qualified List”).

e) A Consultant who has not been pre-qualified in a Service Category in which the Consultant requested to be pre-qualified may request in writing to the Purchasing Division within ten (10) business days of the date that notification is sent a debriefing from DPW Engineering. The decision to not prequalify a Consultant is not protestible.

f) Consultants may submit a Statement of Qualifications to the Purchasing Agent, requesting review of their qualifications by the Evaluation Committee, but not more frequently than once annually. Consultants must submit a revised Statement of Qualifications when significant changes occur in their organization that may dictate a change in Service Category, size of project or complexity of work within the Service Category.

g) If a Using Agency determines to proceed on a competitive selection using the Pre-Qualified List, DPW Engineering will prepare a scope of services, determine the Service Category needed and develop a shortlist of a minimum of five (5) pre-qualified Consultants. The short list will be developed based on experience and familiarity of Consultants with the requirements of the project. The shortlist will include Consultants that may compete on an equal basis based on size, experience, and other relevant factors, and will include, if possible, at least one local firm and one firm that has not been awarded a contract within the last year. DPW Engineering may exclude from

consideration Consultants who show a pattern of failing to submit a Technical and Price Proposal after being shortlisted and thus demonstrate a lack of interest in receiving County contracts through the competitive selection process.

## **J. Competitive Selection: Qualification of Consultants through Request for Statement of Qualifications and Establishment of a Short List of Qualified Consultants**

1. In consultation with DPW Engineering, a Using Agency may determine that for a contract subject to competitive selection, it needs to develop a short list from a pool of Consultants that is broader than those who are on the Pre-Qualified List. This approach may be used when the project or assignment does not match the Services Categories or the pool of Consultants on the Pre-Qualified List is inadequate for the County's needs. In this case, the Using Agency may request that the Purchasing Agent procure the services of a Consultant through a Request for Statement of Qualifications.

2. The Using Agency will submit a request to the Purchasing Division with a scope of services and a sample advertisement. The Purchasing Division will place advertisements in various media, soliciting Statements of Qualifications from qualified Consultants. The advertisement will contain the place and the closing date and time for submission of the Statement of Qualifications and will request that interested consultants complete a standard form designated by the Purchasing Agent as part of the Statement of Qualifications.

3. The Purchasing Division will provide a Statement of Qualifications package to each interested Consultant upon request. The Statement of Qualifications package will include the designated standard form, the scope of services requested and other information as determined by the Purchasing Agent.

4. Each Consultant requesting prequalification will submit a completed Statement of Qualifications, Proposals shall be submitted to the location designated in the packet prior to the date and time noted. A Consultant may withdraw or change the Statement of Qualifications prior to the closing time.

5. The Purchasing Division forwards each submitted Statement of Qualifications to DPW Engineering for evaluation by the Evaluation Committee selected in advance by the Chief Engineer and composed of at least three (3) persons within DPW Engineering who have appropriate experience and background for the services for which the Consultant is seeking

qualification. Members of the Evaluation Committee will separately evaluate each Statement of Qualifications.

6. The Statements of Qualifications will be evaluated on the following criteria: experience of the firm, number of qualified personnel offered, experience of personnel, location and availability of personnel, and references from other projects of similar size and complexity. These criteria may be expanded upon or modified by the Purchasing Agent at the request of the Chief Engineer on any request for Statements of Qualifications.

7. The Chief Engineer will consolidate the separate evaluations to determine the qualifications of each Consultant. Based on the consolidated evaluations, the Chief Engineer will recommend the number of qualified Consultants to be short-listed.

8. The Chief Engineer will submit the short list to the Purchasing Division for the Purchasing Agent's Review and approval. The Purchasing Agent will either approve the short list or request modification by DPW Engineering.

#### **K. Competitive Selection: Selection based on Technical- and Price-Based Evaluation of Consultants**

1. A Using Agency may request the Purchasing Division to procure the services of a Consultant through competitive selection using a technical- and price-based evaluation as provided in this section, for a project or assignment that meets the general criteria of subsection I. This competitive selection is used for a project or assignment that: (1) is of a routine nature requiring typical design or inspection services or (2) involves a defined scope leaving little uncertainty regarding the County's needs.

2. The Using Agency will develop a shortlist of Consultants through use of the Pre-Qualified List or through a Request for Statement of Qualifications as described in subsections I and J.

3. The Purchasing Division will notify short-listed Consultants of their selection. DPW Engineering will notify Consultants of a pre-proposal meeting and hold a pre-proposal meeting to brief them on the requirements of the project. At the pre-proposal meeting, Consultants will receive a solicitation package including a scope of services, proposal guidelines, and the County's Standard Agreement Form. The Consultants will be requested to submit Technical and Price Proposals.

4. Consultants requesting to participate in the competitive selection will submit

their Technical and Price Proposals, accompanied by the standard form designated by the Purchasing Agent. Proposals must address issues relative to the proposed project including their ability to perform the service within the County's time schedule, and the absence of any conflict of interest. Proposals shall be submitted prior to the due date and closing time, in the number required by the Purchasing Division. A Consultant may withdraw or change a Proposal prior to the closing time. On receipt, the Purchasing Division stamps the date and time of receipt of Proposals and retains one copy for the Purchasing Division's records.

5. Following a ranking of the Technical Proposals, the Price Proposals will be opened and compared to the estimate prepared by DPW Engineering. The ranked Technical Proposals will be reviewed in conjunction with the Price Proposals with the goal that the recommended award to a particular Consultant maximizes value to the County. In no case will price be the sole determining factor when recommending award of a contract.

6. After the Evaluation Committee has selected a Consultant for recommendation, the Chief Engineer will forward to the Purchasing Agent the Committee's rankings, recommendation, and comments on the Consultant's understanding of the scope of work, the proposed methods of accomplishing the work required, the reasonableness of the proposed hours and cost, and the level of technical skills possessed by those individuals proposed by the Consultant to perform the work.

7. The Purchasing Division will forward the recommendations and comments to the CSC. On approval by the CSC, the selected Consultant will enter into a contract with the County.

8. Upon completion of contract award, the Purchasing Division sends notification to Consultants who were not selected. A Consultant who was not selected may request in writing to the Purchasing Division within ten (10) business days of the date that notification is sent a debriefing from DPW Engineering.

## **L. Competitive Selection: Selection Based on Qualification of Consultants.**

1. The Department of Public Works may request the Purchasing Division to procure the services of a Consultant through qualification-based selection ("QBS") as provided in this section for a project that meets the general criteria of subsection vii. This competitive selection is used for projects that: (1) are of an unusual nature or are exceptionally complex, or (2) involve a scope of work that is not susceptible of being completely determined at the outset of the project and there is a need for flexibility and adaptability in establishing the scope of work.

2. The Department of Public Works shall prepare a written request for approval to proceed by QBS for review and approval by the CSC. The request for approval shall include: (1) a preliminary scope of work to be performed by the Consultant and (2) the procedures to be followed in the procurement, including the basis for evaluation and selection and the negotiation process.

3. Prior to or at the pre-proposal meeting, Consultants will receive a solicitation package including the preliminary scope of work, the procedures to be followed in the procurement, and the County's standard form agreement. The Consultants will be requested to submit Preliminary Proposals in the format prescribed in the solicitation package.

4. Consultant requesting prequalification in the competitive selection will submit Preliminary Proposals in an approved form and must accompany their proposal with any standard forms designated by the Purchasing Agent. The Preliminary Technical Proposal will identify issues and conceptual solutions for the project and any other requirements set out in the preliminary scope of work. The Preliminary Technical Proposal will be used as a basis for selection and subsequent negotiations as appropriate.

5. The Evaluation Committee, selected in advance by the Chief Engineer and composed of at least three (3) persons within DPW Engineering or the Using Agency who have appropriate experience and background, reviews the Preliminary Technical Proposals. Proposals are reviewed based on the criteria contained in the solicitation package. Evaluation Committee members will separately evaluate each Preliminary Technical Proposal. The Committee may conduct an additional interview or meeting with the Consultants to answer any open questions or obtain clarification on the Preliminary Technical Proposals. The Committee will meet and compare evaluations and the Chief Engineer will consolidate the separate evaluations to determine the rankings of the Preliminary Technical Proposals.

6. Once agreement is reached on a final scope of the technical work, the Chief Engineer will open the Price Proposal (if submitted at the outset) or request a Price Proposal. The Price Proposal will be compared against a cost estimate prepared by DPW Engineering or the Using Agency. The Price Proposal will be evaluated for completeness and reasonableness. The evaluation will include a review of man-hours by task, direct labor costs, indirect costs, and the fee or profit proposed. The Chief Engineer will commence negotiation on price with the Consultant. If agreement cannot be reached on price, the Chief Engineer and the Consultant may return to negotiation on the scope of the technical work. If agreement cannot be reached on the scope of technical work and the price, negotiations may be terminated and the Chief Engineer may initiate negotiations on the scope of the technical work, and then price, with the next highest-ranked consultant.

7. Once final agreement is reached, the Chief Engineer will recommend the detailed scope of services to be performed, the final contract price, and terms and conditions to the CSC. The CSC will review the negotiated contract and either approve it or direct the Chief Engineer to conduct further negotiations subject to the final approval of the CSC.

8. On approval by the CSC, the County will issue an Agreement to the selected Consultant. The Purchasing Division sends notification to Consultants who were not selected. A Consultant who was not selected may request in writing to the Purchasing Division within ten (10) business days of the date that notification is sent a debriefing from the Chief Engineer.

## ATTACHMENT A

### AREAS OF QUALIFICATION WITHIN SERVICE CATEGORIES

#### 1. Water Distribution and Sewage Collection

- A. \$ 2,000,000 and above
  - B. \$1,000,000 up to, but not including \$2,000,000
  - C. \$500,000 up to, but not including \$1,000,000
  - D. Under \$500,000
- 1. Major Pumping Stations (water or sewer) and Storage Facilities
  - 2. Large Sewer Interceptors and Force Mains or Large Water Transmission Mains
  - 3. Sewer Collection including small pumping stations or Community Water Distribution Systems
  - 4. Local Gravity Sewers or Water Mains

#### 2. Water and Sewage Treatment

- A. \$7,500,000 and above
  - B. \$2,500,000 up to, but not including \$7,500,000
  - C. \$1,000,000 up to, but not including \$2,500,000
  - D. Under \$1,000,000
- 1. Advanced Waste Treatment, Chemical Treatment, unusual project
  - 2. Phased construction of a large plant
  - 3. Large plant or major addition to existing plant
  - 4. Small plant or minor additions to existing plant

#### 3. Soils Engineering

Size – Not Applicable

- 1. Complicated geological studies
- 2. Foundation studies and designs
- 3. Soils analysis and loading capacities
- 4. Soils Borings and Classification

#### 4. Storm Drainage

- A. \$2,000,000 and above
  - B. \$1,000,000 up to, but not including \$2,000,000
  - C. \$500,000 up to, but not including \$1,000,000
  - D. Under \$500,000
- 1. Major Flood Plains, Stream Management, Flood Control, Major Drainage Structures
  - 2. Minor Flood Plains or Large Culverts
  - 3. Community Systems with minor Culverts
  - 4. Local Drainage Systems

#### 5. Highways

- A. \$5,000,000 and above
  - B. \$3,000,000 up to, but not including \$5,000,000
  - C. \$1,000,000 up to, but not including \$3,000,000
  - D. Under \$1,000,000
- 1. Dual Highways
  - 2. Arterials
  - 3. Major Collectors
  - 4. Local County Roads, New or Reconstruction

#### 6. Structural Engineering

- A. \$1,500,000 and above
  - B. \$1,000,000 up to, but not including \$1,500,000
  - C. \$500,000 up to, but not including \$1,000,000
  - D. Under \$500,000
- 1. Multi-span Bridges, unusual structures
  - 2. Large Bridges, Pile Foundations, High Rise Building
  - 3. Medium Rise Building, Foundations
  - 4. Small Buildings, Box Culverts, Small Bridges

#### 7. Buildings - Architecture

- A. \$5,000,000 and above
- B. \$2,000,000 up to, but not including \$5,000,000
- C. \$500,000 up to, but not including \$2,000,000
- D. Under \$500,000

1. Special Type Buildings
2. High Rise Building
3. Medium Rise Building
4. Small Buildings

#### 8. Parks and Recreation Facilities

- A. \$3,500,000 and above
- B. \$1,500,000 up to, but not including \$3,500,000
- C. \$500,000 up to, but not including \$1,500,000
- D. Under \$500,000

1. Special Facilities, Golf Courses, Stadia, Arenas
2. Regional Parks
3. Medium Parks with mixed facilities
4. Small parks, playgrounds, Tot Lots

#### 9. Mechanical - Electrical

- A. \$500,000 and above
- B. \$250,000 up to, but not including \$500,000
- C. \$100,000 up to, but not including \$250,000
- D. Under \$100,000

1. Power Sub-Station, Computer Control System
2. Major Pumping, Detail Control System
3. Large Heating, Ventilation, Air Conditioning, Standard Control Systems, Minor Pumping Station
4. Standard Heating, Ventilation, Air Conditioning, Lighting Systems

#### 10. Site Development – General Civil

Size – Not Applicable

1. Special Land Use Applications
2. Large Grading Operations
3. Multi Building Site, Sites with major utility problems
4. Single Building Site with minor utility problems

## 11. Traffic Engineering

Size – Not Applicable

1. Area wide traffic control
2. Signalization, major channelization
3. Control movements, signing, one-way systems
4. Intersections, turning movements

## 12. Landscaping

Size – Not Applicable

1. Forestation
2. Gardens
3. Major Screening, Protective Planting
4. Aesthetic landscaping standard building sites

## 13. Construction Supervision - Pipelines

- A. \$2,000,000 and above
  - B. \$1,000,000 up to, but not including \$2,000,000
  - C. \$500,000 up to, but not including \$1,000,000
  - D. Under \$500,000
- 
1. Unusual Pipelines, i.e. underwater, welded steel, etc.
  2. Large Interceptors, Transmission Mains, Force Mains
  3. Sewage Collection Systems with pumping stations, Community Water Distribution Systems, Community Drainage Systems with small Culverts
  4. Gravity Sewers, Water Mains, Local Drainage Systems

## 14. Construction Supervision - Buildings

- A. \$5,000,000 and above
  - B. \$2,000,000 up to, but not including \$5,000,000
  - C. \$500,000 up to, but not including \$2,000,000
  - D. Under \$500,000
- 
1. Special Type Building
  2. High Rise
  3. Medium Rise
  4. Small Building

15. Construction Supervision – Water and Sewage Treatment

- A. \$7,000,000 and above
- B. \$2,500,000 up to, but not including \$7,000,000
- C. \$1,000,000 up to, but not including \$2,500,000
- D. Under \$1,000,000

- 1. Advanced Waste Treatment, Chemical Treatment, unusual project
- 2. Phased construction of a large plant
- 3. Large plant or major addition to existing plant
- 4. Small plant or minor addition to existing plant

16. Construction Supervision – Mechanical & Electrical

- A. \$500,000 and above
- B. \$250,000 up to, but not including \$500,000
- C. \$100,000 up to, but not including \$250,000
- D. Under \$100,000

- 1. Power Sub-Station, Computer Control System
- 2. Major Pumping, Detail Control System
- 3. Large Heating, Ventilation, Air Conditioning, Standard Control Systems, Minor Pumping Station
- 4. Standard Heating, Ventilation, Air Conditioning, Lighting Systems

17. Construction Supervision - General

- A. \$1,500,000 and above
- B. \$1,000,000 up to, but not including \$1,500,000
- C. \$500,000 up to, but not including \$1,000,000
- D. Under \$500,000

- 1. Dual Highway, Multi-Span Bridge, unusual project
- 2. Large Grading Operation, Arterial Road, Regional Park, High Rise Building, Large Bridge, Pile Foundation
- 3. Collector Road, Medium Park, Multi-Building Site, Medium Rise Building, Foundations
- 4. Small Grading, Small Park, Local Road, Small Building, Box Culvert, Small Bridge

18. Solid Wastes

- A. \$2,000,000 and above
- B. \$1,000,000 up to, but not including \$2,000,000
- C. \$250,000 up to, but not including \$1,000,000
- D. Under \$250,000

- 1. Recovery System
- 2. Incinerator, Reduction Center
- 3. Transfer Station, Landfill
- 4. Rubble Landfill, Neighborhood Dumpster Area

19. Surveying - Land

Size – Not Applicable

- 1. Aerial Surveys, Topographical Maps
- 2. Large Area Topographical
- 3. Property Surveys, Right of Way Metes and Bounds
- 4. Local Topographical Surveys

20. Materials Testing and Inspection

Not Applicable – Specialty Firms

21. Transportation Planning

Size – Not Applicable

- 1. Regional Transportation Systems
- 2. Mixed Model
- 3. Road Network Studies
- 4. Local Traffic and Parking

22. Environmental Planning

Not Applicable – Specialty Firms

23. Stream and Ecological Restoration
  - A. \$1,500,000 and above
  - B. \$750,000 up to, but not including \$1,500,000
  - C. \$250,000 up to, but not including \$750,000
  - D. Under \$250,000
  1. Major Dredging Projects, Federal Channels with multiple Spur Channels
  2. Minor Dredging Projects with limited Spur Channels, Major Stream Restoration, Regional BMP's
  3. Minor Stream Restoration, Non Regional BMP's
  4. Fish Passages, Stormwater Management
  
24. GIS

Not Applicable – Specialty Firms

## **M. PROFESSIONAL SERVICES PROCUREMENTS – INFORMATION TECHNOLOGY PROFESSIONALS (§ 8-2-110)**

This section applies to procurement of the services of Information Technology professionals (“IT professionals”).

1. IT professionals’ services comprise a special subset of professional services as defined in the County Code. Special methods of selection are necessary given the type and volume of these services procured by the County. The procedures outlined in this section are intended to provide more specificity in the selection process for IT professionals but do not preclude other procurement methods for Professional Services under the County Code and these Purchasing Regulations.

2. Information Technology Professional Selection Committee: There is an Information Technology Professional Selection Committee (ITPSC), whose members are the Purchasing Agent, the Information Technology Officer, and the chief administrative officer, or their designees. The Purchasing Agent or designee is chairman of the ITPSC. The ITPSC reviews and approves recommendations for IT professionals’ services in accordance with the provisions of this section.

3. Delegation of Authority: The Purchasing Agent and the Information Technology Officer may delegate their authority under this section to the appropriate staff under their supervisions.

4. IT Professional Service Categories: The Office of Information Technology (“OIT”), has established Service Categories to be used for qualifying IT professionals (“Service Categories”). These Service Categories have been approved by the Purchasing Agent and are as follows:

1. Enterprise Services Provider (ESP)	Combination of software, hardware and networking technologies to offer hosted, hybrid, service-based or cloud provider of infrastructure as a service (LAAS), software as a service (SAAS), platform as a service (PAAS), applications as a service (AAAS) or other cloud-based services in either public, hybrid, or private scenarios
2. IT Management Consulting Services	IT management consulting services include any of the following types of services: it enterprise architecture, systems review for architectural consistency, strategic planning assistance, project management services, master contractor assessments, and risk assessment analysis. This could include cutting-edge initiatives involving use or evaluation of latest technologies. These include but are not limited to the latest developments in mobile, data mining, management information (mi) reporting, business intelligence (bi) tools, crm tools, web and non-web technologies, and cloud computing.
3. Electronic Document Management	Service to establish or maintain electronic document imaging, document management, document workflow, and associated technologies.
4. Geographical Information Systems	Service to integrate, store, edit, analyze and display geographically-referenced information in a client/server or web-based environment.
5. Network & Telecom Engineering	Service to provide full life cycle of a network and telecommunications system development. Process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); metrics; process assessments; network capability evaluations; project management certification; validation and verification; open systems; architecture; re-engineering; systems reuse; component-based systems; telecom and network security; supervising configuration management for wired and wireless systems including but not limited to WIFI, VOIP, mobile devices and radio-based systems

6. Software Engineering	Service to provide full life cycle of a software system development. Process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); software metrics; software process assessments; software capability evaluations; software project management; software certification; software validation and verification; open systems; software architecture; software re-engineering; software reuse; component-based software; software security; supervising software configuration management; and case tools
7. Hardware/Software Provider	Provide hardware and software for desktop, network, servers, user interface, mobile solutions, and other technology hardware and software needs.
8. Systems/Facilities Management And Maintenance	Systems/facilities management and maintenance services include: data center technical support/operations, and help desk-related activities.
9. Information System Security	The security of information, data, and computing resources at all organizational levels; including software/application and data security support, as well as disaster recovery planning and risk assessment.
10. IT And Telecommunications Financial and Auditing Consulting Services	The IT and telecommunications financial and auditing consulting include the following types of services: cost and financial analyses, information systems auditing and quality assurance and telecommunications systems management.
11. Business Process Consulting Services	Streamlining business processes and the development, implementation, and support of process improvements to eliminate redundancy, increase productivity, and reduce cost.
12. Tower Equipment Installation And Services	Provide and install self-supporting towers; additionally, provide and install prefabricated concrete equipment shelters with associated liquid propane fueled generators with fuel tanks and installation services.
13. Media and Training Center Support	Services to support multi-media and education centers including but not limited to: planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration. Professional training expertise, including instructional systems design capabilities to improve job performance of employees using the learning/media center.

14. Documentation/Technical Writing	Develop or maintain the following types of documentation: system documentation; user manuals; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; technical writing for proposals; presentations, standard operating procedures (SOP), and policies and procedures.
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The Information Technology Officer may request changes to these Service Categories that shall become final upon approval of the Purchasing Agent.

5. Pre-qualification of IT Professionals:

a) Based on the recommendation from the Information Technology Officer, the Purchasing Division will develop a list of IT professionals who are eligible to receive purchase orders under open end contracts.

b) On request of the Information Technology Officer, the Purchasing Division solicits Statements of Qualifications from professionals who desire to be qualified for the award of Open End contracts. Based on a written request from the Information Technology Officer, the Purchasing Division places advertisements in various media, soliciting Statements of Qualifications from qualified IT professionals. The advertisement will contain the place and the closing date and time for submission of the Statement of Qualifications and will request that interested IT professionals complete a standard form designated by the Purchasing Agent as part of the Statement of Qualifications.

c) The Purchasing Division will provide a Statement of Qualifications package to each interested IT professional upon request. The Statement of Qualifications package will include the designated standard form, the Service Categories, and a description of the process and the criteria for evaluating and determining the qualification of IT professionals.

d) Each IT professional desiring to be qualified will submit a completed Statement of Qualifications, including the standard form designated by the Purchasing Agent, and indicating Service Categories for which the IT professional desires to be qualified, in the number required by the Purchasing Division. The submittal will be made at the advertised price prior to the due date and closing time. The Purchasing Division retains the Statements of

Qualifications in a secure place until the due date and closing time. An IT professional may withdraw or change the Statement of Qualifications prior to the closing time. On receipt, the Purchasing Division stamps the date and time of receipt of the Statements of Qualifications and retains one copy for the Purchasing Division's records.

e) The Purchasing Division forwards all submitted Statements of Qualifications to Information Technology Officer for evaluation by the Evaluation Committee selected in advance by the Information Technology Officer and composed of at least three (3) persons within the Office of Information Technology who have appropriate experience and background for the Service Categories in which the IT professionals are seeking qualification members of the Evaluation Committee will separately evaluate each Statement of Qualifications.

f) The Statement of Qualifications will be an evaluation on the following criteria: the experience of the firm, number of qualified personnel offered, the experience of personnel, location and availability of personnel, and references from other projects of similar scope and size. These criteria may be expanded upon or modified by the Purchasing Agent at the request of the Office of Information Technology for any solicitation for Open End contracts.

g) The Information Technology Officer will consolidate the separate evaluations to determine the qualifications of each IT professional within Service Categories, as defined in the solicitation, based on the consolidated evaluations. The Information Technology Officer will recommend the qualifications of selected IT professionals in specific Service Categories, and the ranking of the selected IT professionals within those Service Categories. One or more IT professionals may be selected for each Service Category and IT professional may be qualified in multiple Service Categories. The Service Categories identified in the solicitation shall include those subject matters identified in subsection iii, but the Service Categories may be grouped in the solicitation based on subject matter into a reduced and more manageable number of Service Categories.

h) The Information Technology Officer will submit the recommendations to the Purchasing Division which will forward it to the ITPSC for approval. The ITPSC will either approve the qualification and ranking of the IT professionals or request modification by the Office of Information Technology.

i) IT professionals may submit a statement of qualifications to the Purchasing Agent, requesting a review of their qualifications by the Evaluation Committee, but not more frequently than once annually. IT professionals must submit a revised statement of qualifications when significant changes occur in their organization that may dictate a change in Service Category size of project or complexity of work within the Service Category.

j) If the Information Technology Officer determines that there is an inadequate pool of IT professionals within a particular IT service category, the Information Technology Officer may request that the Purchasing Agent issue an RFP to pre-qualify additional IT professionals for that category. These submissions shall follow the pre-qualification process described above and the term of these agreements shall be synchronized with the remaining term of the original agreements so that all pre-qualification agreements end on the same date.

6. Competitive Selection Using Prequalified IT Professionals.

a) The Office of Information Technology may request the Purchasing Division to procure the services of an IT professional through competitive selection using a Technical- and Price- based evaluation as provided in this section or based solely on lowest Responsive and Responsible Bid.

b) The Office of Information Technology will prepare a scope of services or description of goods, determine the Service Category needed, and develop a short list of a minimum of three (3) prequalified IT professionals. The short list will be developed based on experience and familiarity of IT professionals with the requirements of the project. The short list will include IT professionals that may compete on an equal based on size, experience, and other relevant factors, and will include, if possible, at least one local firm and one firm that has not been awarded a contract within the last year. The Office of Information Technology may exclude from consideration IT professionals who show a pattern of failing to submit a technical and price proposal after being short-listed and thus demonstrate a lack of interest in receiving County contracts through the competitive selection process.

c) If the Information Technology Officer believes that the prequalified list under the applicable Service Category does not result in an adequate pool of potential contractors, the Information Technology Officer may request that the Purchasing Agent issue a statement of qualifications to prequalify additional IT professionals to be eligible for the shortlist.

d) The Information Technology Officer will submit the short list to the Purchasing Division which will forward it to the ITPSC for approval. The ITPSC will either approve the short list or request modification by the IT officer.

e) The Purchasing Division will notify short-listed IT professionals of their selection and provide them with a solicitation package, including a scope of services or description of goods, bid or proposal guidelines, and the County's standard agreement form. The IT professionals will be requested to submit either, a combination of Technical and Price Proposals, or bid response form for the purchase of simple goods or services. If applicable, the solicitation will outline the relative weight of the Technical and Price Proposals or will simply state the required goods or services to be bid. . If the Office of Information Technology decides to hold a pre-proposal meeting, it will notify short-listed IT professionals of the time and place of the meeting and conduct the meeting to brief them on the requirements of the project.

f) IT professionals responding to the competitive selection will submit either their Technical and Price Proposal packages if specified in the solicitation or a bid response form, accompanied by the standard form designated by the Purchasing Agent. All proposals must address issues relative to the proposed project including their ability to perform the service within the County's time schedule, and the absence of any conflict of interest. Proposals or bid responses shall be submitted prior to the due date and closing time, in the number required by the Purchasing Division. The Purchasing Division retains the proposals in a secure place until the due date and closing/time. An IT professional may withdraw or change a proposal or bid response prior to the closing time of that solicitation. On receipt, the Purchasing Division stamps the date and time of receipt of proposals/ bid response forms and returns one copy for the Purchasing Division's records.

g) Proposal Submission Review & Award Process:

(1) Technical Proposals will be reviewed first, evaluated, and rated by the members of the Evaluation Committee selected in advance by the Information Technology Officer and composed of at least three (3) persons within the Office of Information Technology who have appropriate experience and background. The Evaluation Committee may conduct the interviews of IT professionals on their technical proposals. Evaluation will be based on the following criteria: technical approach, management approach, work plan, and schedule comments on scope; qualifications and experience of staff; and qualifications and experience of the firm. These criteria may be expanded upon or modified by the Purchasing Agent at the request of the Information Technology Officer for any solicitation.

(2) Following a ranking of the Technical Proposals, the Price Proposals will be opened and compared to the estimate prepared by the Office of Information Technology. The ranked Technical Proposals will be reviewed in conjunction with the Price Proposals with the goal that the recommended award to a particular IT professional maximizes value to the County. In no cases will price be the sole determining factor when recommending award of a contract.

(3) After the evaluation committee has selected an IT professional for recommendation, the Information Technology Officer will forward to the Purchasing Agent the evaluation committee's rankings, recommendations, and comments on the IT professional's understanding of the scope of work, the proposed methods of accomplishing the work required, the reasonableness of the proposed hours and cost, and the level of technical skills possessed by those individuals proposed by the IT professional to perform the work.

(4) The Purchasing Division will forward the recommendations and comments to the ITPSC. On approval by the ITPSC, the selected IT professional will enter into a contract with the County.

h) Bid Submission Review & Award Process:

(1) Bid responses shall be collected by the Purchasing Representative and be reviewed for completeness and to ensure the pricing quoted reflects the goods or services requested by the Office of Information Technology.

(2) The lowest Responsive and Responsible Bid shall be submitted to the ITPSC for approval. On approval by the ITPSC, the selected IT professional will enter into a contract with the County.

i) Upon completion of the contract award, the Purchasing Division sends notification to IT professionals who were not selected. An IT professional who was not selected may request in writing to the Purchasing Division within ten (10) business days of the date that notification is sent a debriefing from the Office of Information Technology.

## **IX. PROCUREMENT OF REVENUE GENERATING SERVICES (§ 8-1-102(b))**

At times, the County requires Services that do not involve expenditure of County funds and that may generate revenue for the Vendor or the County and the Vendor. The Procurement of these Services is within the scope of Article 8 of the Anne Arundel County Code and shall be conducted consistent with the intent and provisions of those laws.

## **X. SPOT MARKET PRICING FOR RECYCLING OR REVENUE-PRODUCING PRODUCTS**

Spot marketing is the sale of recyclable items/materials within the open market based on a reasonable expectation of the resulting prices that will be offered. Fluctuations within the market can be expected, but the County will always assume recyclables are revenue generating; therefore the County will follow the revenue generating process.

Whenever the value of the recycled materials is estimated to exceed \$10,000, public notice of recycled materials for auction may be provided digitally unless determined by the Purchasing Agent to not be within the best interest of the County.

## **XI. DISPOSITION OF GOODS**

Using Agencies shall advise the Property Control and Accountability Manager in writing of Goods that are no longer needed or that have become obsolete, worn out, or damaged or that are surplus to their needs. The writing shall include a description of the Goods, the quantity of the Goods, and the condition of the Goods. The Purchasing Agent shall dispose of such Goods consistent with §§ 8-2-117 of the County Code and the current fixed assets policies and procedures.

The Central Services Officer may approve disposition upon receiving a written request from a Department Head.