REQUEST FOR PROPOSAL

Howard County
MARYLAND

OFFICE OF PURCHASING
Gateway Building, 5th Floor
6751 Columbia Gateway Drive
Columbia, MD 21046

PROCUREMENT CARD SERVICES

RFP NUMBER 17-02

Opening: November 9, 2001 @ 4:30 p.m.

For Formal RFPs Available, 7 Days A Week, 24 Hours A Day, Call 410-313-3316
RFP NO. 17-02

Howard County, Maryland
Office of Purchasing
Gateway Building, 5th Floor
6751 Columbia Gateway Drive
Columbia, Maryland 21046

TITLE: PROCUREMENT CARD SERVICES

RFP DOCUMENTS ENCLOSED

A - NOTICE OF LETTING
B - TERMS AND CONDITIONS APPLYING TO PURCHASE ORDERS
C - GENERAL CONDITIONS APPLYING TO ALL SEALED RFPS
D - SPECIFICATIONS
E - PROPOSAL
F - AFFIDAVIT AND SIGNATURE PAGE
G - EQUAL BUSINESS OPPORTUNITY CERTIFICATE

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

REVISED 4/94
NOTICE OF LETTING

HOWARD COUNTY, MARYLAND

R.F.P. #17-02

Sealed Proposals for Procurement Card Services will be received by Howard County Office of Purchasing, Gateway Building, 5th Floor, 6751 Columbia Gateway Drive, Columbia, MD 21046 until 4:30 p.m., Friday, November 9, 2001.

Howard County hereby notifies all proposers that Equal Business Opportunity Enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration of this award. It is the goal of Howard County that Equal Business Opportunity Enterprises participate in 10% of the total value of all contracts in excess of $50,000.00. All proposers shall submit with their proposals, the County’s Equal Business Opportunity Certificate.

Instructions, forms, and specifications may be obtained from the Office of Purchasing, (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday, 8:00 a.m. to 5:00 p.m. To access the Office of Purchasing’s page on the Internet: http://www.co.ho.md.us/Purchasing/purchase.html.

The County reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the County.

Harrison B. Showell, CPPO
Chief of Purchasing
RFP DOCUMENT B
RFP NUMBER 17-02

TERMS AND CONDITIONS
APPLYING TO PURCHASE ORDERS
HOWARD COUNTY, MARYLAND

1. No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Purchasing Office.

2. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

3. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal and are not subject to change by reason of any written or oral statements by seller, or by any terms stated in seller's acknowledgement, unless accepted in writing by buyer.

4. If price is omitted on order except where order is given in acceptance of quoted prices, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without seller's written consent.

5. When requested, seller will acknowledge order promptly and state when delivery will be made.

6. Invoices must show point of delivery and purchase order number, and indicate if partial or complete billing. Separate invoices must be rendered for each purchase order.

7. Payment: Buyer has the right to refuse to make payment on any invoice unless and until presented by seller with a receipt, signed by buyer, covering the invoiced material. Buyer's payment for any material shall constitute acceptance of the material or a waiver of any of buyer's rights hereunder.

8. No freight or delivery charges will be paid by the County Government unless specifically so provided in the purchase order.

9. No charge will be allowed by buyer for packing, boxing, or cartaging, and damage to any material not properly packed will be charged to seller.

10. Time is of the essence on this order, the buyer reserves the right to cancel this order, or any part thereof, without obligation, if delivery is not made or services completed, at rates specified.

11. No items may be back ordered without permission of buyer.

12. Quality: All deliveries and services furnished under this purchase order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the buyer within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this purchase order, such specifications shall be deemed to be an integral part hereof as if duly set out herein.

13. Requirements as to materials, seller's responsibilities and warranties: Seller warrants and agrees that all materials furnished hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of Underwriter's Laboratories Incorporated, all Federal, State and local authorities, and all other authorities having jurisdiction, and that performance of this contract shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agreements upon request, to furnish buyer a certificate therewith in such forms as buyer may require.

14. Quantity: The quantity of material and/or services, must be as described without authority in writing being first obtained from buyer. Partial shipments shall not be made unless specifically called for in the purchase order.

15. Substitutions are not allowed, unless specifically authorized by buyer.

16. If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the buyer within 15 days (unless otherwise specified) for necessary approval.

17. Seller warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, and seller agrees to hold the buyer harmless from any and all liability, loss, or expense occasioned by such violation.

18. All goods shipped against this order must have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Sections 6, 7, and 11, and regulations and orders issued under Section 14 thereof. Seller must certify this compliance on each invoice submitted in connection with this order.

19. If the order is not delivered within the time specified, the order shall be canceled in whole or in part, and the seller shall be liable for damages to the buyer for all loss or expense by reason of accidents, injuries, or damages to persons or property resulting from the use of such article or which are contributed by said defective condition.

20. If seller performs services, or constructs, erects, or delivers on buyer's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury, or damage to person or property occurring in connection therewith.

21. LIABILITY FOR DAMAGE:

   MECHANICS' LIENS:
The seller will keep the premises and work free and clear of all mechanic's liens, and furnish the buyer certificate and waiver as provided by law.

   CASUALTY LOSSES:
The work will remain at the seller's risk prior to written acceptance by the buyer and the seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever.

   INJURY TO EMPLOYEES:
The seller will indemnify, save harmless, and defend the buyer from all liability for loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this contract.

   WORKMEN'S COMPENSATION:
The seller will indemnify, save harmless, and defend the buyer from any and all claims, demands or suits made or brought against the buyer on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date hereof, and any amendments thereto.

22. BANKRUPTCY: In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceedings under the Chandler Act, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver, then the buyer shall be entitled to cancel any unfilled part of this purchase order without any liability whatsoever.

23. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Howard County requires that the seller not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political affiliation, sexual orientation or personal appearance. The seller will take affirmative action to ensure that its employment practices as set forth in Section 12,096(c) of the Howard County Code, Section 15 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
Howard County, Maryland
OFFICE OF PURCHASING
Gateway Building, 5th Floor
6751 Columbia Gateway Drive
Columbia, Maryland 21046

GENERAL CONDITIONS

Request for proposals addressed to the County Purchasing Agent for furnishing and delivering:

TITLE: PROCUREMENT CARD SERVICES

will be received at the Office of Purchasing, Gateway Building, 5th Floor, 6751 Columbia Gateway Drive, Columbia, MD until 4:30 p.m. Local Time on November 9, 2001 at which time they will be opened. Proposals Binding 60 Days: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 60 calendar days following proposal opening date, unless the respondent(s), upon request of the Purchasing Agent, agrees to an extension. To the extent that the terms of the specifications contained in RFP Document "D" differ from the terms of these General Conditions, the terms and conditions of RFP Document "D" shall govern.

GENERAL INSTRUCTIONS

1. INSTRUCTIONS AND FORMS: Instructions and forms may be obtained in person or by mail from Office of Purchasing, Gateway Building, 5th Floor, 6751 Columbia Gateway Drive, Columbia, MD 21046.

   (a) All proposals must be submitted on and in accordance with forms for this purpose which are available at the Office of Purchasing.

   (b) All proposals must be submitted in sealed, plainly marked envelopes.

   (c) All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes to the Office of Purchasing, Gateway Building, 5th Floor, 6751 Columbia Gateway Drive, Columbia, MD 21046 no later than the time and date indicated above. Proposals received after the time and date indicated above will not be considered.

   (d) Each proposal shall be accompanied by a notarized affidavit and signature page regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.4.a.(3)(c) of the Howard County Purchasing Manual. When the respondent is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms for these oaths will be provided respondents by the Office of Purchasing.

   (e) Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Office of Purchasing.

   (f) Any Proposer who finds a discrepancy in or omission from the proposal or is in doubt as to their meaning, or feels that the proposal is discriminatory, shall notify at once the County Purchasing Agent in writing within 5 days of the scheduled opening of proposals. Exceptions taken in no way obligates the County to change the proposal. The County Purchasing Agent will notify all proposer in writing, by addendum duly issued, of any interpretations made of proposal or instructions.
(g) The County will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the County Purchasing Agent.

2. AWARD OF CONTRACTS:

(a) The County Purchasing Agent shall award all contracts to the responsive responsible proposer respondent as determined by the County Purchasing Agent under Section 4.108, Howard County Code, 1994, not earlier than 3 days after the public opening of proposals.

(b) Any other considerations for the award will be stated in the proposal.

3. RESERVATIONS:

(a) The County Purchasing Agent reserves the right to reject any or all proposals or parts of proposals, when in the County Purchasing Agent’s reasoned judgement, the public interest will be served thereby.

(b) The County Purchasing Agent, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.

(c) The County Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation shall be stated in the proposal invitation.

(d) Any proposer who finds a discrepancy in or omission from the proposal, or is in doubt as to their meaning, or feels that the proposal are discriminatory, shall notify the County Purchasing Agent in writing not later than 5 days prior to the scheduled opening of proposals. Exceptions taken to do not obligate the County to change the proposal. The County Purchasing Agent will notify all proposers in writing, by addendum duly issued, of any interpretations made of proposal or instructions.

(e) The County Purchasing Agent may waive minor differences in the proposal provided these differences do not violate the proposal intent.

(f) The County will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the County Purchasing Agent.

4. DELIVERY:

(a) Proposers shall guarantee delivery in accordance with such delivery schedule as may be provided in the proposal.

(b) All items shall be delivered F.O.B. destination, and delivery costs and charges included in the proposal unless otherwise stated.
(c) The County Purchasing Agent reserves the right to charge the contractor vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the contractor or vendor.

5. COMPETITION: To better insure fair competition and to permit determination of the responsive, responsible proposer:

(a) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in the proposal is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the proposal.

(b) A proposer may offer only 1 price on each item though they may have 2 or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than 1 price for a single price item shall be sufficient cause for rejection of all prices for that item by the proposer.

(c) Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals or proposals obviously unbalanced may be rejected.

(d) All proposals must be accompanied by descriptive literature as may be called for by the proposal.

(e) Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive proposers.

6. PROTEST: Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within 7 days. The Purchasing Agent’s decision relative to the protest shall be final.

7. DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets proposal requirements, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request in writing, the recommendation of the head of the County Agency using the item or other objective sources.

8. AUTHORITY: Instructions and proposals are issued, and all proposals, orders, and purchases
are made pursuant and subject to the provisions of Article V111, Howard County Charter: Sections 4.100 through 4.122, Howard County Code, 1994, and the rules and regulations as prescribed by the County Purchasing Agent.

9. EXCEPTIONS: The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

10. CASH DISCOUNT: Cash discount may be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. Cash discounts restricted to payment in 29 days or less will not be considered in evaluating proposals, as such a short time imposes an unreasonable burden for processing of payment voucher, and the County cannot be assured that timely action will be taken. A proposal offering a cash discount in a period of less than 30 days may be evaluated as a proposal without a cash discount offer. Should this proposer obtain an award by reason of his gross price, the County will hold the offer of cash discount and would make every effort to obtain the discount even if extraordinary action is necessary.

11. UNIT PRICES: Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.

12. NON-WAIVER: Any waiver or any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Howard County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.

13. PATENTS: The proposer shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under the contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the proposer's expense) for the defense of same, and the proposer shall pay all damages and costs awarded therein against the buyer. In cases said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment or part if enjoined, the proposer shall, at its own expense, either procure for the buyer the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.
HOWARD COUNTY, MARYLAND

PROCUREMENT CARD SERVICES

SPECIFICATIONS

1 SCOPE:

It is the intent of Howard County Government, Maryland, hereinafter called County, to enter into a contract agreement with a qualified contractor to furnish procurement card services to agencies of the County.

2 OVERVIEW:

The Office of Purchasing desires to streamline many of its procurement processes.

3 PROJECT MANAGER:

3.1 After contract award, all coordination for services required will be with Mrs. Helen M. Ashley, Administrative Assistant, Howard County Office of Purchasing. Mrs. Ashley can be reached at (410) 313-6370.

3.2 The proposer shall designate in writing a project manager and all coordination between Howard County and the proposer shall be the responsibility of the 2 respective Project Managers.

4 PROPOSER'S QUALIFICATIONS:

All proposers must be primarily engaged in providing the service as outlined in these specifications. For additional information see Attachment "A", Section III.

5 CONTRACT PERIOD:

5.1 This is a requirements-type contract for 1 year commencing on or about January 24, 2002, after approval and proper execution of the contract documents, with a renewal option for additional years in 1-year increments, exercisable at the sole discretion of the County.

5.2 Howard County shall provide written notice of its intent to exercise its renewal option 90 days prior to the anniversary date of the contract.
6 INDEMNITY:

If a contract is awarded, the successful proposer will be required to indemnify and hold the County harmless from and against all liability and expenses, including attorney's fees, however arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the proposer's performance of the contract awarded.

7 SUBMISSION OF PROPOSAL DOCUMENTS:

7.1 This Request for Proposal requires the return of RFP Document "E" (Proposal Page 1), RFP Document "F" (Affidavit/Signature Page), RFP Document "G" (Equal Business Opportunity Certificate, and any exceptions the bidder may take (on company letterhead). Failure to return the required documents may be cause for rejection of bid.

7.2 4 complete proposal documents shall be submitted to the Howard County Office of Purchasing, Gateway Building, 5th Floor, 6751 Columbia Gateway Drive, Columbia, MD 21046, not later than 4:30 pm. on Friday, November 9, 2001, when they will be opened and read. Failure to return the required documents may be cause for rejection of proposal.

7.3 The submission of a proposal on this service will be considered as a representation that the proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be serviced as described in the attached specifications and other contract documents and that the proposer is fully informed concerning the conditions to be encountered, character quality and quantity of work to be performed and materials to be furnished; also, that the proposer is familiar with all Federal, State, and County Laws, all Codes and Ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work.

7.4 In responding to this proposal, each proposer shall include as a minimum:

7.4.1 List of 3 clients for whom your organization has conducted procurement card services during the past 24 months. Clients may be contacted.

7.4.2 Methodology to be used for Howard County.

7.4.3 Additional facts concerning your organization which you feel are critical in evaluating your proposal.

7.5 For additional information see Attachment "A", Section II.
7.6 To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order of the above. Failure to do so may be cause for rejection of proposal.

7.7 All proposers are encouraged to submit literature or responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

8 METHOD OF AWARD:

8.1 Howard County intends to make total proposal award to the responsive, responsible proposer based on the evaluation criteria described in the technical specifications, Attachment "A". Each proposer must provide every component listed using the format prescribed for each component. Failure to do so may be cause for rejection of proposal.

8.2 Proposers may be interviewed by a panel or the County's project manager to answer questions relative to the service required.

9 BILLING AND PAYMENT:

9.1 The proposer shall submit an invoice in triplicate for services provided to:

   Director of Finance
   P. O. Box 3427
   Ellicott City, MD 21041-3427

9.2 Each invoice shall include the following information:

   9.2.1 Purchase Order Number; and

   9.2.2 Itemized List of Service Performed.

10 EXCEPTIONS:

   The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the proposer agrees to meet all requirements of this request for proposal.

11 TERMINATION:

11.1 Termination for Convenience: Howard County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the proposer. Howard County shall pay all reasonable costs incurred by the proposer up to the date of termination. However, in no event shall the proposer be paid any amount which exceeds the price bid for the work performed. The proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
11.2 Termination for Default: When the proposer has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of Howard County. Failure on the part of a proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in reprocuring and completing the work.

12 AFFIDAVIT AND SIGNATURE:

The attached affidavit and signature page is provided to facilitate your compliance with the applicable law.

13 AVAILABILITY OF FUNDS:

The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

14 INTERPRETATION:

The contract resulting from this Request for Proposal shall be construed under the laws of the State of Maryland.

15 INTEGRATION:

These request for proposal documents, proposer's response to this solicitation, and subsequent purchase order(s) to the successful proposer contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties.

16 NON-ASSIGNMENT OF CONTRACT:

The proposer shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Agent.

17 EQUAL BUSINESS OPPORTUNITY:

17.1 Appendix I:

17.1.1 If the total of the contract awarded is $50,000 or more, the successful proposer shall be expected to comply with provisions of the County's Equal Business Opportunity Program (10% EBO program participation). Respondents shall submit a completed and executed Appendix I (attached).

17.1.2 Should the County exercise its option to renew the contract beyond the initial 1 year period, the contractor will be expected to comply with the provisions of the County's Equal Business Opportunity Program (10% EBO program participation) for each subsequent contract year.
17.2 Exhibit I:

17.2.1 Upon contract award, the successful proposer shall be expected to execute Exhibit I (attached for your review). Exhibit I does not require completion at this time.

18 PUBLIC INFORMATION/PROPRIETARY INFORMATION:

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

18.2 Proposals will be available for public inspection after the award announcement, except to the extent that a proposer designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A proposer's designation of material as confidential will not necessarily be conclusive, and the proposer may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

19 CONTRACT AGREEMENT:

If the proposer requires the County to enter into a contract agreement with the proposer, the proposer will submit a sample of the contract agreement that the County will be required to sign with their proposal. The County reserves the right to accept or reject the contract agreement in part or in total, and/or to provide the format of a contract agreement that is acceptable to the County.

20 MULTI-AGENCY USAGE:

Howard County Government reserves the right to extend the terms, conditions, and prices of this contract to the Howard County Board of Education, Howard County Library, and Howard Community College and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing (BRCPC), a standing committee of the Baltimore Metropolitan Council (BMC). Each of the agencies will issue their own purchasing documents. Howard County Office of Purchasing assumes no obligation on behalf of these agencies.

21 SPECIAL REQUIREMENTS:

Howard County requires procurement cards to be imprinted with the County's state tax exempt number.

22 TECHNICAL SPECIFICATIONS:

See Attachment "A".
I. INTRODUCTION:

A. PURPOSE:

The Howard County Office of Purchasing seeks to establish a contract with a responsive and qualified vendor who shall provide to all eligible County agencies procurement card services.

B. GUIDELINES:

Proposals must respond to each and every requirement outlined in order to be considered responsive. Proposals must be clear and concise.

II. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each proposer must provide every component listed below, in the order shown in subsections B through E, using the format prescribed for each component. A proposal may be rejected if it is incomplete, conditional, or not presented in the format prescribed.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall:

1. Briefly summarize the proposer’s ability to provide the services specified in the RFP.

2. State that the proposer, if successful, will not use the names and addresses of County employees for any purpose not directly related to the use of a procurement card for making County purchases.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with Howard County.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF QUALIFICATIONS:

Each proposal must contain a description of the proposer’s qualifications to perform the services specified in this RFP. The description of qualifications must provide the information outlined in Section III of this RFP.
E. DESCRIPTION OF SERVICES:

Each proposal must contain a detailed description of how the proposer will provide each of the services outlined in Section IV of these specifications. This part of the proposal may also include descriptions of any enhancements or additional services the proposer will provide that are not mentioned in this RFP.

III. QUALIFICATIONS OF PROPOSER:

A. INTRODUCTION:

A proposer for this RFP must meet certain minimum qualifications, as outlined in this section, before the County will consider the proposer's proposal. These qualifications are mandatory and the proposer must discuss each of these qualifications in the proposal.

B. CARD ACCEPTANCE:

The procurement card to be provided by the proposer must be accepted by a wide variety of businesses offering goods and services in Maryland.

C. PERSONNEL RESOURCES:

A proposer must have sufficient personnel resources to install and support the County Procurement Card Program. The proposal must include the following information:

1. The number of positions that would be assigned to Howard County's Procurement Card account.

D. REFERENCES:

Proposers will list other government entities and corporate accounts, of a similar size to Howard County, for which the proposer provides or has provided similar procurement card services. The proposer will also provide:

1. The dates of each contract or agreement and the number of cards issued under these contracts under which the proposer provided such services.

2. The name, address, and telephone number of a contact person for each contract.

IV. SERVICES TO BE PERFORMED:

A. BACKGROUND INFORMATION:

The following information is provided to assist proposers in preparing responses to this RFP.
1. **Delegated Purchasing:**

The Office of Purchasing delegates some of its purchasing authority to other County agencies, subject to restrictions on the dollar amount of an order.

2. **Conditions for Using the Procurement Card:**

Agencies using the Procurement Card may specify their own limits within the initial $1,000 limit. County policy will require that participating departments have operating procedures and designated personnel to manage the program and comply with County purchasing requirements.

3. **Participating Agencies:**

   a. **Operating Procedures and Personnel - Participating agencies, whose employees will use the Procurement Card, will:**

   (1) Designate a procurement card program liaison to communicate with Department of Finance and Office of Purchasing staff.

   (2) Identify cardholders authorized to purchase on behalf of the County.

   (3) Designate an approving official to review and verify cardholder statements.

   (4) Establish internal procedures, consistent with County policy.

   b. **Expenditure Limits and Purchase Restrictions - Directors of participating agencies shall determine restrictions as to use of the cards, consistent with the terms of the Office of Purchasing contract and within the Countywide single order limit of $1,000 set for the card. Agencies participating in the project may specify:**

   (1) Single purchase limits for each cardholder.

   (2) Monthly limits for each cardholder.

   (3) Types of vendors from whom individual employees may not purchase within the guidelines set forth in the County’s procedure.

B. **MEETINGS WITH AGENCY REPRESENTATIVES:**

The contractor will be required to meet with agency representatives to explain the procurement card and to obtain information to set up accounts. These meetings are to be held in Howard County.
The contractor will need specific information from each agency. The contractor will therefore assist agencies to provide information on:

1. Agency cardholders, approving officials, and program liaisons.

2. Cardholder accounts, including specific dollar limits and purchase restrictions requested by the agency.

The proposer shall:

1. Specify the number of working days, after the signing of the contract, within which the contractor will meet with staff designated by participating agencies.

2. Propose the methods and materials to be used to describe the procurement card services, demonstrate the use of the card and explain procedures for setting up accounts, reporting lost/stolen cards and changing account information.

3. If needed, the contractor shall provide "train the trainer" type instruction for appropriate personnel in each agency, in such a way that these individuals will become capable of providing the training to other personnel.

C. SETTING UP CARDHOLDER ACCOUNTS:

After receiving the contract, the contractor establishes a master account file containing the accounts of all cardholders in each agency, including all expenditure limits, transaction limits, purchase restrictions, and management information report requirements. Each cardholder account may require multiple cost centers be assigned to that account number without the necessity of issuing a separate card for each cost center.

The County desires an agency's accounts to be set up within 10 days after receiving an agency's account set-up information. Each proposer shall specify the number of working days required by their organization to accomplish this.

D. PROVIDING CARDS:

After receiving an agency's set-up information, the contractor sends procurement cards to the Office of Purchasing. Each card is clearly labeled to identify Howard County and to show that the card is to be used for official use only. Each card has a unique account number. Each card shall be imprinted with the County's state tax exempt number.

The content and design of the card will be agreed upon between the contractor and the County.
Each proposer shall:

1. Specify the number of working days within which the contractor sends cards to the Office of Purchasing after receiving an agency's set-up information.

E. MAINTENANCE OF ACCOUNTS:

1. Lost and Stolen Cards:

   Each cardholder agrees to report lost or stolen cards as soon as the loss or theft is discovered. The contractor shall maintain a 24-hour 800 number for reporting lost or stolen cards.

   The proposer will propose the maximum time elapsed between receiving the report of a lost or stolen card and mailing a replacement card.

2. Changes in Cardholder or Agency Accounts:

   The Office of Purchasing's designated liaison may request changes in any information in an agency cardholder's account. Such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number, and termination or nonrenewal of a cardholder's account.

   The proposer shall administer any changes requested immediately upon receiving a request for changes in a cardholder account or agency master account and accomplishing the change.

F. AUTHORIZATIONS:

The contractor shall provide instantaneous authorization support 24 hours a day, every day of the year.

Authorizations will include the initial $1,000 single purchase limit for all cardholders and will apply the dollar limits, transaction limits, and purchase restrictions specified by the agency and set up in the agency's cardholder accounts.

1. Purchase Restrictions:

   a. The Howard County Office of Purchasing will establish the types of purchases cardholders may make.

   b. No cash advances are allowed.
G. BILLING:

At the end of each billing cycle the contractor sends a statement to each approving official including statements of the individual cardholders supervised and a consolidated report to the Department of Finance along with a disk for downloading information to the mainframe.

Each proposer shall:

1. Propose time elapsed from the close of a billing cycle to the mailing of the monthly statements and reports.

2. Demonstrate the capability to provide the statements and reports, as specified in Section I below.

3. Each statement must contain the name, address, and account number of the individual account holder.

H. QUESTIONED ITEMS AND CHARGEBACKS:

Proposers will propose methods of handling cardholder, approving official or account office questions concerning items on a cardholder's statement. Provisions for handling "questioned items" should include:

1. Procedures and instructions for questioning or disputing items appearing on a cardholder's statement.

2. Provisions for crediting the agency's account, pending the resolution of the questioned or disputed item.

3. Provisions for processing "chargebacks" for items resolved in the agency's favor.

I. MANAGEMENT INFORMATION REPORTS:

Proposer shall describe and submit a sample of the types of management information reports that will be available to agencies and to the Office of Purchasing and Department of Finance. Descriptions must include the content, format, timing, and age of data in each report. Proposed reports shall include, but need not be limited to:

1. Vendor Analysis: Number and dollar value of Howard County Procurement Card transactions by type of vendor and with specific companies.

2. Fiscal year-to-date dollars expended by all agency cardholders.

3. Fiscal year-to-date dollars expended by specific groupings of agency cardholders.
4. Quarterly dollars expended with minority vendors.

5. Monthly listing of expenditures by cardholder.

6. Quarterly listing of cardholder names and monetary limitations.

J. INCENTIVE SCHEDULE

This contract will be a revenue-generating contract. Based on our past experience, the County expects to generate $5,000,000 or more per year in purchasing volume. Proposers shall submit an incentive schedule when presenting their proposal.

V. PROPOSAL EVALUATION PROCEDURES:

A. SELECTION COMMITTEE:

The selection committee will evaluate complete proposals that contain required qualifications information. The selection committee will recommend an award to the proposal judged to be in the best interests of the County, based on the criteria set forth in subsection B below. The County Purchasing Agent may reject all proposals if none are considered advantageous to the County.

B. METHOD OF EVALUATION AND AWARD:

Selection Committee members will evaluate proposals on the basis of the following criteria:

1. Qualifications:
   a. Card Acceptance
   b. Personnel Resources:
      (1) Positions Proposed For Howard County Procurement Card Account
   c. References (May Be Contacted)

2. Services:
   a. Agency Meetings & Instructions
      (1) Turn-Around Time For Agency Meetings
      (2) Methods And Materials
b. Setting Up Cardholder Accounts
   (1) Number Of Working Days Turn-Around

c. Providing Cards
   (1) Turn-Around Time From Receipt Of Agency Account Set-Up Information
   (2) Capabilities For Designing Card

d. Maintenance Of Accounts
   (1) 24-Hour 800 Number For Reporting Lost/Stolen Cards
   (2) Time Elapsed From Report Of A Lost Or Stolen Card To Mailing Replacement
   (3) Time Elapsed From Request For Account Change to Accomplishing Change

e. Authorization
   (1) 24 Hour Service
   (2) Capability To Provide Dollar Limits, Transaction Limits, And Purchase Restrictions

f. Billing
   (1) Time Elapsed From Close Of Billing Cycle To Mailing
   (2) Capability To Provide Statements And Reports Specified On RFP Pages
   (3) Methods For Handling "Questioned Items"

g. Management Information Reports

3. Cost Proposal:
   a. Incentive Schedule
EXHIBIT I
EQUAl BUSINESS OPPORTUNITY
CONTRACT SCHEDULE OF PARTICIPATION FORM

FOR COUNTY USE ONLY

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<th>Project #:</th>
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EBO Codes: (F=Female, M=Male)
- AF/AM=Native American/Alaskan
- BF/BM=Black
- FF/FM=Asian/Pacific Islander
- HF/HM=Hispanic
-WF=White Female

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Start Date: Finish Date: Final $ Amount: Final %:

________________________   __________________________
Signature (Vendor Official) Street Address

________________________
Title

(Rev: 09/11/98)
HOWARD COUNTY, MARYLAND

PROPOSAL

TITLE  Procurement Card Services

OPENING  November 9, 2001  TIME  4:30 p.m.

TO:  Howard County Purchasing Agent
     Ellicott City, Maryland 21043

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various bid documents, for the following prices:

A.  Proposal Submitted:  _______ Yes  _______ No

B.  Procurement Cards Imprinted With County's State Tax Exempt Number:  _______ Yes  _______ No

C.  Contractor's Project Manager:  ____________________________
    (Print or Type Name)
    Telephone Number:  ____________________________

D.  Howard County Is Exempt From All Local, State, And Federal Taxes, And Prices Stipulated By The Bidder Are Considered Maximum, And Are Not Subject To Any Increase Due To Any Taxes, Or Any Other Cause Or Reason.

E.  Employer Identification Number:  ____________________________

F.  PROPOSAL OF  ____________________________
    ADDRESS  ____________________________
    SIGNED  ____________________________
    TITLE  ____________________________
    DATE  ____________________________
    TELEPHONE  ____________________________
    FAX NUMBER  ____________________________
HOWARD COUNTY, MARYLAND

AFFIDAVIT AND SIGNATURE PAGE - RFP NUMBER 17-02

Proposer
Address
Telephone
RFP Number

I, _______________________, the undersigned, ___________________________ of the above named proposer does declare and affirm this ___________________________ day of ____________, ____________ that I hold the aforementioned office in the above named proposer and I affirm the following:

(Month) (Year)

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

WITNESS ___________________________

SIGNATURE ___________________________

(COMPANY SEAL)

NAME & TITLE OF SIGNER ___________________________

Personally appeared before me, the above named ___________________________, known or proved to me to be the same person who executed the foregoing instrument and to be the ___________________________ of ___________________________, and acknowledged to me that he executed the same as his free act and deed and the free act and deed of said Corporation.

Subscribed and sworn to before me, a Notary Public of the State of ___________________________, County or City of ____________________________, this year and date first above written.

NOTARY PUBLIC ___________________________

Commission Expires On ___________________________

REVISED 7/90
APPENDIX 1

EQUAL BUSINESS OPPORTUNITY AFFIRMATIVE ACTION CERTIFICATE

(Must be completed, signed, and submitted with solicitation)

PROJECT NO. _________

In connection with the above captioned project:

I hereby certify that I am the ___________________________ and duly
authorized representative of ___________________________
(NAME OF COMPANY)

_______________________

I do hereby declare and affirm that it is the intention of the above organization to take
affirmative action, pursuant to the Special RFP Conditions, to seek out and consider Equal Business
Opportunity Enterprises and affirmatively solicit their interest, capability, and prices.

I hereby designate ___________________________ to administer
(INSERT COMPANY DESIGNEE)
the Equal Business Opportunity plan for this contract.

I understand and agree, that if awarded the contract, the aforesaid organization will undertake
to implement the provisions of the above paragraph with respect to sub-contracts to be let after the
award of the contract, but that such sub-contracts will not be let until Howard County has reviewed
and approved the Schedule for Participation by Equal Business Opportunity Enterprises. I
understand that for failure to submit this Certificate, Howard County may consider this proposal non-
responsive.

I understand and agree that, if awarded the contract, I will and do hereby authorize
representatives of Howard County to examine, from time to time, the books, records, and files of this
organization to the extent that such data relates and pertains to the affirmative action pursuant to this
contract.

I further understand and agree that, if awarded a contract, this Certification shall be attached
thereto and become a part thereof.

I declare and affirm that I am authorized on behalf of the above organization to make this
Certification.

FOR: ___________________________

BY: ___________________________

(TITLE)

DATE: ___________________________