**ADPICS NUMBER: N00R2402367**



***Maryland’s Human Services Agency***

**STATE OF MARYLAND**

**MARYLAND DEPARTMENT OF HUMAN RESOURCES**

**CHILD SUPPORT ENFORCEMENT ADMINISTRATION**

**311 WEST SARATOGA STREET, 3RD FLOOR**

**BALTIMORE, MD 21201**

**INVITATION FOR BIDS (IFB)**

**FOR**

**MARYLAND CHILD SUPPORT GUIDELINES**

DHR AGENCY CONTROL NUMBER: CSEA/GUIDE/13-001-S

**IMPORTANT NOTICE: *Prospective Bidders who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this IFB can be sent to them. Any prospective Bidder who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.***

***In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). eMM registration is free. The eMM website is*** [***https://emaryland.buyspeed.com/bso/***](https://emaryland.buyspeed.com/bso/)***.***

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

Issued: **August 8, 2012**

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***Maryland’s Human Services Agency***

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

**Maryland Child Support Guidelines**

**AGENCY CONTROL NUMBER: CSEA/GUIDE/13-001-S**

**IFB Issue Date: *eMaryland Marketplace –* August 8, 2012**

**DHR Webpage – August 8, 2012**

**IFB Issuing Office: Department of Human Resources**

**Child Support Enforcement Administration**

**Procurement Officer: Katharine M. Kamieniecki**

**Phone: 410-767-7044**

**Fax: (410) 333-0258 or (410) 333-8090**

**e-Mail: kkamieni@dhr.state.md.us**

**Bids are to be sent to: Department of Human Resources**

**Procurement Division**

**311 W. Saratoga Street, Room 946**

**Baltimore, MD 21201-3521**

**Pre-Bid Conference: August 20, 2012**

**Department of Human Resources**

**Procurement Division**

**311 W. Saratoga Street, Room 104**

**Baltimore, MD 21201-3521**

**Closing Date/Time: 4:00 P.M.**

STATE OF MARYLAND

NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number: CSEA/GUIDE/13-001-S Entitled: Maryland Child Support Guidelines

I. If you are not bidding, please indicate why:

[ ] Other commitments preclude our participation at this time.  
 [ ] The subject of the Contract is not in our business line.  
 [ ] We lack experience in the work / commodities required.  
 [ ] The scope of work is beyond our current capacity.  
 [ ] We cannot be competitive. (Please explain below.)  
 [ ] The specifications are either unclear or too restrictive. (Please explain below.)  
 [ ] Bid / proposal requirements, other than the specifications, are unreasonable or too risky.

(Please explain below.)

[ ] Time for completion is insufficient.  
 [ ] Bonding/Insurance requirements are prohibitive. (Please explain below.)  
 [ ] Doing business with Government is simply too complicated.

[ ] Prior experience with State of Maryland Contracts was unprofitable or otherwise

unsatisfactory. (Please explain in the Remarks section below.)

[ ] Other:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTIONAL

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Contact : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address or email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THANK YOU!!!**

**SECTION I. OBJECTIVE OF INVITATION FOR BIDS**

**1.1 Summary Statement**

The Department of Human Resources (DHR) Child Support Enforcement Administration (CSEA) intends to acquire the services of a Contractor to perform the quadrennial review of Maryland’s Child Support Guidelines. In addition to performing an analysis to determine appropriate support awards, the Contractor will be required to provide testimony and respond to questions at Bill Hearings during the 2013 Legislative Session before the House and Senate Committees.

The Contract will be for the period beginning September 3, 2012 and ending June 30, 2013.

**1.2 Procurement Officer**

The sole point of contact in the State for purposes of this IFB is presented below:

**Katharine M. Kamieniecki**

**Procurement Officer**

**Maryland Department of Human Resources**

**Procurement Division**

**311 West Saratoga Street, Room 946**

**Baltimore, Maryland 21201**

**Phone: (410)767-7044**

**TTY: (800) 925-4434**

**Fax: (410) 333-0258 or (410) 333-8090**

**e-Mail:** [**kkamieni@dhr.md.state.us**](file:///C:\Documents%20and%20Settings\VGreen\Local%20Settings\Temp\XPgrpwise\kkamieni@dhr.md.state.us)

**1.3 Pre-Bid Conference**

A Pre-Bid Conference will be held on August 20, 2012 beginning at 10:00 am in Maryland Department of Human Resources, 311 West Saratoga Street, Room 104, Baltimore, Maryland 21201.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by August 15, 2012 all potential Bidders planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5-days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Bid Conference, a summary ***(the Pre-Bid Agenda)*** of the Pre-Bid Conference and all questions and answers known at that time will be made available to all prospective Bidders known to have received a copy of this IFB, free of charge, via *eMaryland Marketplace,*[**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)and the DHR web page, [**www.dhr.state.md.us**](http://www.dhr.state.md.us)**.**

**1.4 Electronic Procurement Authorization**

A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. *eMarylandMarketplace* and DHR’s web page), and electronic data interchange.

1. The Procurement Officer may conduct the procurement using *e-Maryland Marketplace*, DHR web page, e-mail or facsimile to issue:

a. the solicitation (e.g. the IFB);

b. any amendments;

c. pre-bid conference documents;

d. questions and responses;

e. communications regarding the solicitation or proposal to any Bidder including requests for clarification or explanation;

f. notices of award selection or non-selection; and

g. the Procurement Officer’s decision on any protest or Contract claim.

2. A Bidder or potential Bidder may use e-mail or facsimile to:

a. ask questions regarding the solicitation;

b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; or,

c. submit a "No Bid” response to the solicitation.

3. The Procurement Officer, the State Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in Section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.

B. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial bids;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DHR to require original signatures (e.g. Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the IFB, the Contract, or at the direction from the Procurement Officer or State Project Manager.

**1.5 Questions and Inquiries**

Written questions from prospective Bidders will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Bid Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Bid Conference. No substantive question will be answered prior to the Pre-Bid Conference. Additionally questions, both written and oral, will be accepted from the prospective Bidders at the Pre-Bid Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department’s website and *e-Maryland Marketplace*.

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Bidders who are known to have received a copy of the IFB.

Subsequent to the Conference, additional pre-bid questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

**Should a potential Bidder identify alleged ambiguities in the specifications or Contract provisions included in the IFB, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Bidder must request clarification from the Procurement Officer prior to the Bid due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).**

**1.6 Bid Closing Date**

The original, to be so identified, and four (4) copies of each Bid must be received by the Procurement Officer (ref. Section 1.2) by August 29, 2012 at 4:00 P.M. in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer (ref. Section 1.2). Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail, and facsimile Bids will not be accepted.**

**1.7 No Bid Statement**

Bidders not responding to this solicitation are requested to complete and submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc.). This form is located immediately after the Key Information Summary Sheet.

**1.8 Bid Modification or Withdrawal**

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date for Bid closing in Section 1.6.

**1.9 Acceptance of Bid Duration and Content**

At the option of the Department, sections of this IFB may be included by reference in any resulting Contract. Bids are to be valid for 120 days following the closing date for Bid receipt in response to this IFB. This period may be extended by written mutual agreement between the vendor and the requesting State organization.

**1.10 State Project Manager**

The State Project Manager for this Contract is:

**Marc Clasen**

**Directory of Policy and Legislation**

**Maryland Department of Human Resources**

**Child Support Enforcement Administration**

**311 W. Saratoga Street, Room 326**

**Baltimore, Maryland 21201**

**Phone: (410) 767-3642**

**Fax: (410) 333-0952**

**e-Mail:** [**MClasen@dhr.state.md.us**](mailto:MClasen@dhr.state.md.us)

After Contract award, this person will serve as the primary point of contact for the Contractor in regards to the services under the Contract resulting from this IFB. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.

**1.11 Glossary of Terms**

1. **Child Support Case**

This typically includes an obligee, dependent(s), and an obligor. Every child support case has a unique Case ID number and, in addition to names and identifying information about its members, the case includes information such as obligee and obligor wage data, court order details and obligor payment history.

1. **Child Support Enforcement Administration (CSEA)**

The unit of DHR that administers the child support program for the State based on federal and State regulations per 45 CFR § 300 and COMAR Title 07, respectively.

1. **Child Support Enforcement Program (Program or CSE)**

The nation’s Child Support Enforcement Program is a Federal/State/Tribal/local partnership to help families by promoting family self-sufficiency and child wellbeing.

1. **Child Support Enforcement System (CSES)**

An automated system used for establishing, enforcing and tracking in-state and interstate child support cases, recording case child support financial activity, and for generating data for federal reporting.

1. **Child Support Guidelines (Guidelines)**

A standard method for setting child support obligations based on the income of the parent(s) and other factors determined by State law. See Maryland Annotated Code, Family Law, Sections 12-201 through 12-204 (**Attachment H**).

1. **Code of Federal Regulations (CFR)**

A codification of the general and permanent rules published in the Federal Registry by the Executive departments and agencies of the federal government.

1. **Code of Maryland Regulations (COMAR)**

A publication of the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs all programs under the Department of Human Resources.

1. **Contract**

The agreement between the Department and the successful Bidder under this solicitation.

1. **Contract Liaisons**

Individuals reporting to the State Project Manager who assist in monitoring the Contractor's performance and who provide technical assistance to the Contractor.

1. **Contractor**

The company or organization awarded a Contract resulting from this IFB.

1. **Custodial Parent**

The parent who has primary care, custody, or control of the child and in most instances has the right to receive child support, in which case may also be referred to as obligee.

1. **Department of Human Resources (Department or DHR)**

Maryland's fourth largest independent State agency. The Department was established to administer the State's Public Assistance, Social Services, Child Support, Child Care and Community Services programs.

1. **Enforcement**

The application of remedies to obtain payment of a child or medical support obligation contained in a child and/or spousal support order. Examples of remedies include garnishments of wages, seizure of assets, suspension of state-issued licenses, and denial of U.S. passports.

1. **Noncustodial Parent**

The parent who does not have primary care, custody, or control of the child, and in most cases has an obligation to pay child support, in which case may also be referred to as obligor.

1. **Obligee**

The person to whom a support obligation is payable.

1. **Obligor**

The person who is required to pay a support obligation.

1. **Office of Child Support Enforcement (OCSE)**

This office administers the Child Support Enforcement Program at the federal level. The Child Support Enforcement Program is authorized and defined by statute, Title IV-D of the Social Security Act.

1. **Qualified Medical Child Support Order (Medical Support)**

An order, decree or judgment, including approval of a settlement agreement, issued by a court or administrative agency of competent jurisdiction that provides for medical support for a child of a participant under a group health plan or provides for health benefits coverage to such child.

1. **Title IV-D (IV-D)**

That portion of the United States Code Annotated, Title 42, Chapter 7 (the “Social Security Act”), that governs the Child Support Enforcement Program.

1. **Title IV-D Case**

A child support case where at least one of the parties, either the Obligee or the Obligor has requested or received child support services from the State's IV-D agency. An IV-D Case is comprised of an Obligee, Obligor and dependents.

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**SECTION II. GENERAL INFORMATION**

**2.1 Purpose**

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting Bids to meet the requirements for contractual services described herein.

**2.2 Amendments to the IFB**

If it becomes necessary to revise this IFB before the due date for Bids, amendments will be provided to all vendors who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Amendments made after the due date for Bids will be sent only to those Bidders who submitted a timely Bid.

Acknowledgment of the receipt of all amendments to this IFB issued before the Bid due date must accompany the Bid in the Transmittal Letter accompanying the Bid. Acknowledgement of the receipt of amendments to the IFB issued after the Bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

**2.3 Amendment or Cancellation of the IFB**

The State may amend or cancel this IFB, in whole or in part, at any time before the opening of the Bids. All prospective Bidders who were sent the IFB or otherwise are known by the procurement officer to have obtained this IFB will be notified of any amendment or cancellation.

**2.4 Bid Acceptance**

The State reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB, to waive minor irregularities in Bids, or to allow the Bidder to correct a minor irregularity if the best interest of the State will be served.

**By submitting a Bid in response to this IFB, a Bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB unless otherwise clearly noted and explained in its Bid as an attachment to the transmittal letter *(or form)* as required in Section 4.2(A). A Bid that takes exception to these terms may be rejected.**

**2.5 Additional Information**

Vendors who submit Bids may be required to make individual presentations to State representatives in order to clarify their Bids.

**2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a Bid, including making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

**2.7 Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's Bid to meet the requirements of the IFB.

**2.8 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of one year. It shall begin on or about September 3, 2012 and end June 30, 2013.

**2.9 Bid/Proposal Affidavit**

The **Bid/Proposal Affidavit** **(Attachment B)** must be completed by all Bidders responding to this IFB and submitted as a part of the vendor's Bid. This Affidavit includes commercial nondiscrimination, minority business enterprise, anti-bribery, non-collusion, debarment, and tax payment affirmations.

**2.10 Public Information Act Notice**

Bidders should give specific attention to the identification of any portions of their Bids other than the Price Bids which they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A blanket statement declaring the entire Bid confidential is not acceptable.

**2.11 Contractor's Responsibilities**

The State will enter into a contractual agreement with the selected Bidder. The selected Bidder shall be responsible for all services as required by this IFB. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, minimum requirements, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

**2.12 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller’s Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. Failure to do so may result in an otherwise successful Bid being deemed unacceptable.

**2.13 Contract Affidavit**

The **Contract Affidavit** **(Attachment C)** must be completed and submitted by the selected Bidder within 10 working days from notification of the recommendation for award. This affidavit includes the financial, political and drug and alcohol free work place affirmations and a reaffirmation of the Bid/Proposal Affidavit.

**2.14 General Contractual Conditions**

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract** **(Attachment D)** and the **Contract Affidavit** **(Attachment C)**.  
  
Prior to award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

**2.15 Contract Type**

The Contract that results from this IFB shall be a Fixed Unit Price Contract in accordance with COMAR 21.06.03.02 (A)(2).

**2.16 Payment Terms/Billing**

An all-inclusive Fixed Unit Price shall be given for each Deliverable in Section 3.5. The

Fixed Unit Price shall take into consideration all direct and indirect costs and profit associated with providing each Deliverable by the due date requested.  No increase in the Fixed Unit Prices shall be allowed except as provided on the **Bid Form** **(Attachment A)**. Final invoice payment is contingent upon receipt of all Deliverables.

1. The successful vendor shall bill the Department upon satisfactory completion and approval of each Deliverable by the State Project Manager (**no less than monthly**).

**Note:** Payment for technical assistance provided to the State Project Manager for the entire Contract term will be made **one time only on the final invoice**.

1. Funding for any Contract resulting from this IFB is dependent upon appropriations from the federal Department of Health and Human Services. If funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first, the Contract shall be canceled automatically.

The Procurement Officer shall notify the Contractor in a timely manner if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required Deliverables within the timeframe specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract.

1. Invoices must be addressed to:

**Donna Mooshegian**

**Program Analyst**

**Department of Human Resources**

**Child Support Enforcement Administration**

**311 West Saratoga Street, 3rd Floor**

**Baltimore, Maryland 21201**

All invoices must (at a minimum) be signed and dated in addition to including the vendor’s mailing address, the vendor’s Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the Deliverables, the time period covered by the invoice, and the amount of requested payment. **See Monthly Invoice (Attachment A-1).**

**2.17 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller’s Office grants Contractor(s) an exemption. The selected Bidder shall register using the attached form **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form** **(Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller’s Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

**2.18 Procurement Method**

This procurement is being conducted in accordance with COMAR Title 21.05.02.17, Procurement by Multi-Step Sealed Bidding.

**2.19 Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB.

**2.20 Compliance with Law**

By submitting a Bid in response to this IFB, the vendor, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Bid in response to the IFB, the vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

**2.21 Contract Award**

The Contract shall be awarded to the responsible Bidder whose Bid meets the specifications set forth in the IFB and provides the lowest price. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable.

**2.22 Tie Bids**

In the event of a tie bid(s), the process documented in COMAR 21.05.02.14 shall apply.

**2.23 *eMaryland Marketplace* (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website **(**[**www.dhr.state.md.us**](http://www.dhr.state.md.us)**)** for transmitting the IFB and associated materials, the summary of the Pre-Bid Conference, Bidder’s questions and the Procurement Officer’s responses, and addenda will be provided via eMM.

**In order to receive a Contract award from the State, a vendor must be registered on *eMaryland Marketplace***. Registration is free. Go here to register: [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.** Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

* Online Goods and Services Profile:  
    
  You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.
* Instant Notification of Opportunities:   
    
  Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.
* Solicitations Online:  
    
  You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

**Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future procurement opportunities.**

**2.24 Protests**

A vendor may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

**2.25 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required under §10-611 *et. seq*., State Government Article, and Title 1, Subtitle 2, Human Services Article - Maryland Annotated Code and COMAR 07.01.07.  
  
Nothing in this Agreement shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Agreement so long as that statistical data does not identify any recipient of such services.

**2.26 False Statements**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1. In connection with a procurement Contract a person may not willfully;
   1. falsify, conceal, or suppress a material fact by any scheme or device;
   2. make a false or fraudulent statement or representation of a material fact; or
   3. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

**2.27 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

**2.28 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

No MBE Subcontracting goal has been established for this procurement.

**2.29 Insurance Requirements**

Workers’ Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, U.S. Longshoremen’s and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers’ Compensation excepted). Certificates of insurance evidencing this coverage ***must*** be provided within 10 work days after recommendation of award.

The following type(s) of insurance and minimum amount(s) of coverage are required:

General Liability - The Contractor shall maintain the following minimum insurance protection for liability claims arising as a result of the Contractor’s operations under this Contract.

Commercial General Liability, Occurrence Form:

$500,000 - General Aggregate Limit (other than products/completed operations)

$150,000 - Motor Vehicle Liability per occurrence

$150,000 - Each Occurrence Limit

$100,000 - Personal and Accidental Injury Limits

$ 10,000 - Fire Damage Limit

$ 2,500 - Medical Expense

Certificates of insurance evidencing this coverage will be provided to the State Project Manager at the time of Award and each Contract anniversary date during the Contract period if applicable, or as directed by the State.

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least forty-five days (45) before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor must provide the State Project Manager with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the Contract being terminated for default.

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**2.30** **Certification Regarding Lobbying**

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in connection with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each bid must include a completed **Certification Regarding Lobbying (Attachment F)**.

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**SECTION III. SPECIFICATIONS**

**3.1 Background**

CSEA is established under Title IV-D of the Social Security Act, 42 U.S.C. §601 (the “Act”). Under this Act, States are required to deliver child support services to customers of Temporary Cash Assistance (TCA), Foster Care (FC), Non-Public Assistance Medical Assistance (NPA-MA) and individuals who make an application for child support services and pay the required application fee.

CSEA is responsible for the delivery of child support services to the citizens in Maryland’s twenty-four (24) subdivisions. These services include: parent location; establishment of paternity; establishment and enforcement of child and medical support obligations; review and adjustment of support obligations; and collection and disbursement of child support payments. In federal Fiscal Year 2011, Maryland collected over $519 million in child support obligations from 241,000 child support cases.

In Maryland, child support obligations are set using the child support guidelines provided in statute (Maryland Annotated Code, Family Law, Sections 12-201 through 12-204). See (**ATTACHMENT H).** The core of the guidelines calculation is a schedule that specifies the basic support obligation depending on combined family income and the number of children.

Federal regulations and Maryland law requires the State review its child support guidelines at least once every four years to ensure that the application of the guidelines results in the determination of appropriate child support award amounts as required by the Public Welfare Act, Title 45 CFR §302.56 and Family Law §12-202(c). As part of that review, the State must consider economic data on the costs of raising children. The most recent update of this schedule was performed in 2008. See **ATTACHMENT I.**

**3.2 Objectives**

The objective of this solicitation is to review the Guidelines and its schedule to ensure that the application of the Guidelines results in the determination of appropriate child support award amounts based on current economic data on the cost of raising children.

**3.3 Scope of the Project**

The Guidelines are based on the Income Shares Model, which considers the income of both parents. Although States have discretion in the Guidelines models that they use, federal law requires that each State’s Guidelines must: be based on specific descriptive and numeric criteria; take all earnings and income of the noncustodial parent into consideration; and provide for the child(ren)’s health care needs.

The review of the Guidelines should focus on revisions to the schedule of basic child support obligations, located at Family Law §12-204(e), based on current estimates of child-rearing expenditures and economic conditions (See 45 CFR §302.56).

A comparison report is required to compare and identify the differences between Maryland’s current Guidelines schedule against those of Maryland’s border-States that use the Income Shares Model.

A first draft of the updated Guidelines Schedule and Alternative Schedule for High and Low Income Levels is required. The draft must include the methodology used, a detailed analysis of the recommended revisions to the schedules and underlying assumptions of the revised schedules, and the methodology and rationale used to develop an alternative schedule and the likely impact for high income levels (adjusted actual incomes above $15,000) and low income levels. CSEA will provide to the Contractor, via the State Project Manager, written comments on or before October 17, 2012, and/or additional revisions to the first draft report.

**Note:** The low income alternative schedule shall ensure that a self-support reserve remains that prevents an obligor’s income from falling below the federal poverty level after the support deduction.

A second draft of the updated Guidelines Schedule and Alternative Schedule for High and Low Income Levels incorporating requested revisions from CSEA to the first draft is required. CSEA will approve the findings of the second draft by November 16, 2012, and if approved, will provide via the State Project Manager, the written notice to proceed to the Contractor to complete the final report.

The final report will provide the Contractor’s recommended revisions to the Guidelines and incorporate any revisions made to the second draft as requested by CSEA.

Legislative requirements are needed that include development, preparation, and presentation of supporting materials regarding the Comparison Report and Final Report; as well as providing testimony regarding the guidelines to the Maryland General Assembly.

In addition, the State Project Manager will require technical assistance with responding to verbal and/or written inquiries and any residual issues pertaining to the Guidelines Review and Schedule during the term of the Contract.

**Contract Monitoring**

A Contract Compliance Checklist and Time Frame **(Attachment G)** is included to show the efforts the agency will undertake to assure proper Contract performance. The Checklist will be updated by the Procurement Officer throughout the procurement process to reflect any service delivery and reporting changes affected via an addendum or to incorporate pertinent aspects of the winning bid. This Checklist will also be updated by the State Project Manager if there are any significant modifications to the Contract after awarded.

**3.4 Requirements**

The Contractor shall:

1. Demonstrate that it possess a minimum of three years work experience (within the last 5 years) in research and analysis of the economic variables associated with expenditures on children by families, including the collection and evaluation of data.
2. Use personnel to meet the requirements of this IFB that possess an advanced degree in economics, statistics or social services from an accredited college or university. The Bidder’s personnel identified in the Bid are considered to be essential to the work being performed under this IFB. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor shall notify the State Project Manager of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without written consent of the State Project Manager. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.
3. Review the Guidelines Schedule and compare Maryland’s Guidelines against those of Maryland’s border-States using the Income Shares Model. Develop and submit a State Guidelines Comparison Report by October 8, 2012.

1. Submit to the State Project Manager the first draft of the updated Guidelines Schedule and Alternative Schedule for High and Low Income Levels by October 8, 2012.
2. Submit to the State Project Manager the second draft of the updated Guidelines Schedule and Alternative Schedule for High and Low Income Levels by November 8, 2012.
3. Submit to the State Project Manager ten (10) bound reports and one (1) camera- ready report of the final Guidelines Schedule and Alternative Schedule for High and Low Income Levels by December 1, 2012.
4. Provide testimony to the House and Senate Committees in the event that a bill is filed in the Maryland General Assembly to revise the Guidelines. Testimony may be required at any time during the 90-day session, which begins January 2013 and ends April 2013. Testimony will include, but is not necessarily limited to, responding to questions verbally and/or in writing from the Committees.
5. Provide technical assistance to the State Project Manager including, but not limited to, responding to inquiries and any residual issues of the General Assembly, as well as questions pertaining to the Guidelines Review and Schedule for the entire Contract term.
6. **Problem Escalation Procedure** 
   * + 1. Maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within specified timeframes.
       2. Provide its Problem Escalation Procedure at the Post Award Orientation Conference (see Section 3.7) and within 10 days after any change in circumstance which changes the Procedure. The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:
     1. The process for establishing the existence of a problem,
     2. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
     3. Circumstances in which the escalation will occur in less than the normal timeframe,
     4. The nature of feedback on resolution progress, including the frequency of feedback,
     5. Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,
     6. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis, and
     7. A process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure.

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**3.5 Deliverables**

All Deliverables shall be submitted to the State Project Manager:

**Marc Clasen**

**Directory of Policy and Legislation**

**Maryland Department of Human Resources**

**Child Support Enforcement Administration**

**311 W. Saratoga Street, Room 326**

**Baltimore, Maryland 21201**

**Phone: (410) 767-3642**

**Fax: (410) 333-0952**

**e-Mail:** [**MClasen@dhr.state.md.us**](mailto:MClasen@dhr.state.md.us)

1. State Guidelines Comparison Report, due October 8, 2012;
2. Updated Child Support Guidelines Schedule and alternative schedule for High and Low Income Levels (1st Draft), due October 8, 2012;
3. Updated Child Support Guidelines Schedule and alternative schedule for High and Low Income Levels (2nd Draft), due November 8, 2012;
4. Ten (10) bound reports and one (1) camera-ready report of the final Child Support Guidelines Schedule and alternative schedule for High and Low Income Levels, due December 1, 2012;
5. Testimony before the House Judiciary and Senate Judicial Proceedings Committees during the 90-day legislative session, January- April, 2013; and
6. Monthly Invoice **(Attachment A-1)** due no less than monthly after submission and approval of each deliverable by the State Project Manager.

Final invoice payment is contingent upon receipt of all Deliverables identified above.

**3.6 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Contractor’s Project Manager shall be available to discuss Contract progress, as well as participate in any teleconferences pertaining to the same. Teleconference dates and times will be provided in advance. The Contractor shall provide the name, telephone number, fax number and e-mail address of the Contractor’s Project Manager.

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**3.7 Post-Award Orientation Conference**

Within approximately one week after approval of the Award of Contract, the State’s Project Manager, the Contractor and/or the Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Bidder after approval of the Contract.

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**SECTION IV. REQUIREMENTS for BID PREPARATION**

**4.1 Bid Submission**

An original, to be so identified and four (4) copies of the Bid must be received by the Procurement Officer by August 29, 2012 at 4:00 P.M. in order to be considered.

**Each Bid must address all aspects of this IFB. The Technical Offer and the Bid Form MUST be submitted in separately sealed envelopes. Each envelope must be labeled as follows:**

* NAME OF BIDDER
* SEALED BID (Technical Offer **or** Bid Form) – Department of Human Resources
* Maryland Child Support Guidelines
* Agency Control Number: CSEA/GUIDE/13-001-S
* BID DUE DATE & TIME: August 29, 2012 at 4:00 P.M.
* PROCUREMENT OFFICER; Katharine M. Kamieniecki
* ROOM #946

**4.2 Multi-Step Sealed Bidding**

The evaluation procedure for this procurement method includes a first phase in which Bidders submit un-priced Technical Offers, samples, or both which are evaluated by a committee, and a second phase, in which Bidders whose Technical Offers have been accepted have their price Bids considered. Consequently, each Bid must be submitted as two separate enclosures as follows.

1. **Volume 1 - Technical**  
   The Technical Volume should be prepared in a clear and precise manner. It should address all appropriate points of this IFB except the price information. This Volume should contain the following sections:
   * + 1. A Transmittal Letter prepared on the vendor's business stationery should accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief. The letter shall contain the Bidder’s complete legal name as registered with the State Department of Assessments and Taxation; address, telephone number, fax number and e-mail address, federal tax identification number, and if registered, the eMaryland Marketplace identification number. An individual, who is authorized to bind his firm to all statements, including services and prices, contained in the Bid must sign the letter. The letter must also acknowledge any addenda to the IFB that were received.

**A Bidder shall be deemed to have accepted all the terms, conditions, and requirements in this IFB unless otherwise clearly noted as an attachment to the Transmittal Letter. A Bid that takes exception to these terms may be rejected.**

1. **Table of Contents**

**All pages shall be consecutively numbered and Section headings provided for each subject listed below -**

* 1. **Understanding the Problem (see 3 below)**
  2. **Compliance w/IFB Specifications (see 4 below for formatting)**
  3. **References (see 5 below)**
  4. **Other State of Maryland Contracts (see 6 below)**
  5. **Statement of Fiscal Integrity (see 7 below)**
  6. **Additional Information (if applicable – see 8 below)**
  7. **Company Literature (if applicable – see 9 below)**
  8. **Forms (that must accompany the Bid - see 10 below)**

1. **Understanding the Problem:**

This section should contain the Bidder's understanding of the Objective (Section 3.2) and Scope of the Project (Section 3.3) and methods by which child support awards are determined to include the cost of child rearing expenditures and the Income Shares Model.

1. **Com­pliance with IFB Specifi­cations**

The Technical Offer shall include a detailed Work Plan that clearly shows how the Bidder will fulfill the procurement objectives. The Bidder shall describe how the proposed services or product will satisfy the State requirements or conditions. Any special approaches shall also be explained in this section. The Work Plan shall be prepared in the same sequence as **Specifications Section 3.4-3.7 as follows:**

1. Requirements
2. A description of the Bidder’s qualifications shall clearly demonstrate that the Bidder’s organization (or Bidder, if an individual) possesses the necessary experience to fulfill the requirements of the IFB. Any documentation that can be provided to support the Bidder’s qualifications must be included in this section. Include the number of clients and geographic location of any organization or individual that the Bidder currently serves or has served in the past five years. (Section 3.4A)
3. Bidders must include in this section individual resumes, job descriptions, copies of any degree(s), certifications or licenses that clearly demonstrates that the Bidder’s personnel assigned to this project, should the Bidder be awarded a Contract, possess the necessary education to fulfill the requirements of this IFB. (Section 3.4B)
4. Bidders must describe the methodology and technique(s) to be used as well as any analysis that will be conducted to:
   1. Develop the State Guidelines Comparison Report. (Section 3.4C)
   2. Develop the first and second draft of the revised Guideline Schedule and Alternative Schedule, as well as the final report. (Section 3.4D-F)
5. Bidders must provide a schedule of the tasks to be performed, person(s) responsible, and timeline with begin and completion dates, to ensure submission of the Comparison Report, first and second drafts, and final version of the revised Guideline Schedule and Alternative Guideline Schedule by the requested due dates.
6. Bidders must describe how they will ensure their availability to provide testimony and respond to questions, (verbally and in writing) from the House and Senate Committees in the event that a bill is filed in the Maryland General Assembly to revise the Guidelines.
7. Bidders must describe the technical assistance to be provided to the State Project Manager, including but not limited to responding to inquires and any residual issues of the General Assembly, as well as questions pertaining to the Guidelines Review and Schedule for the entire Contract term.
8. Problem Escalation Procedures

Bidders must explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

1. Deliverables (Section 3.5)

Bidders shall describe how they will ensure the completion of all Deliverables by the date requested.

1. Contractor’s Project Manager (Section 3.6)

Bidders shall include the name, address, telephone and fax numbers, and e-mail address for the individual designated to be the Bidder’s Project Manager.

* + 1. Post Award Orientation Conference (Section 3.7)

Bidders shall state their intention to attend the Post Award Orientation Conference and provide the title of any of the staff to be in attendance as well.

1. **References:**

The Bidder must supply three (3) business reference letters to support the Bid that address the Bidder and/or Bidder’s personnel.Reference letters shall be from within the past three (3) years. Reference letters should be submitted by the reference source directly to the Bidder in a separately sealed envelope for inclusion with the Bidder’s Technical Offer. Reference letters should include the solicitation number, Bidder’s name and speak to the Bidder’s qualifications, character, service provided, performance (when performance occurred, dollar value, whether Contract requirements were met on time and in budget, were Contract goals met), etc. Reference letters must also identify the name of each reference, point of contact and telephone number.

The State shall have the right to contact any reference of its choosing as part of the evaluation process including references not provided by the Bidder but otherwise known by DHR.

**NOTE:** References from DHR Personnel are not acceptable.

* + 1. **Other State of Maryland Contracts**

As part of its Technical offer, each Bidder is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract, the Bidder is to provide:

* The State contracting entity
* A brief description of the services/goods provided
* The dollar value of the Contract
* The term of the Contract
* The State employee contact person (name, title, telephone number and if possible e-mail address)
* Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder’s level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the IFB.

7. **Statement of Fiscal Integrity**

As part of its Bid, each Bidder is to provide documentation that addresses the Bidder’s financial solvency that may include, but not be limited to, one or all of the following:

1. Current balance sheet
2. Certified financial statement
3. Dun and Bradstreet rating
4. Line of credit from a Financial Institution approved by the State
   * + - 1. Treasurer
5. Successful financial track record
6. Evidence of no less than six (6) months of working capital.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Technical Offer shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

In addition, the Bidder shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the organization.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those reviewing the bid. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

1. **Additional Information:** This section, which is optional, should include any additional information the Bidder deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.
2. **Company Literature:** If company literature or other material is intended to respond to any IFB requirements, it must be included in this section and the Bidder's responses in previous sections of the Bid must include reference to the document(s) by name and page citation. Bids submitted without these references and citations will be considered complete without need to refer to documents in this section for the Bidder's responses to IFB requirements.
3. **Forms:**

**Include 1 original of each of the following forms in the original volume only:**

1. Bid/Proposal Affidavit **(Attachment B)**
2. Certification Regarding Lobbying **(Attachment F)**
3. **Volume II - Financial**

This volume should contain all price information for all services and products proposed. This volume must contain the following sections:

Bid Form – Attachment A

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**SECTION V. EVALUATION PROCEDURES**

**5.1 Bid Opening and Evaluation**

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Once the technical offer or samples, or both, have been found to be acceptable, price bids from only those vendors whose technical offers or samples, or both, have been found acceptable shall be considered and evaluated in accordance with this chapter.

Price bids may be solicited at the same time as technical offers, in separate sealed envelopes, or after review of technical offers, only from those whose technical offers have been found acceptable.

Price information may not be opened until the technical review is complete. Price information from vendors whose technical offers have been found unacceptable shall be returned unopened.

**5.2 Reciprocal Preferences**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Bidder whose principal office or principal base of operations is in another State submits the most advantageous Bid, and the State in which the non-resident’s principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible Bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Bidder submitting a Bid for a State project shall attach to the Bid a copy of any current statute, resolution, policy, procedure or executive order of the Bidder’s resident State that pertains to that State’s treatment of nonresident Bidders.

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**5.3 Qualifying Bids**

The vendor must assume full responsibility for addressing all necessary technical and operational issues in order to meet the requirements of the IFB.

The Procurement Officer shall first review each Bid for compliance with the mandatory feature requirements in Section III (Specifications) and with all other necessary requirements of this procurement. Failure to comply with any mandatory requirement will normally disqualify a vendor's Bid.

**5.4 Bid Evaluation and Award**

The Contract will be awarded to the responsible Bidder whose Bid meets the specifications set forth in the IFB and provides the lowest cost. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable.

Contract awards resulting from the IFB are subject to appropriate State approvals. Awards exceeding $200,000 require approval of the State Board of Public Works.

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**SECTION VI. APPENDICES**

Attachment A Bid Form

Attachment A-1 Monthly Invoice

Attachment B Bid/Proposal Affidavit (complete and submit with Bid)

Attachment C Contract Affidavit (to be completed by successful Bidder only upon notification of selection)

Attachment D Contract (sample only - to be completed by successful Bidder only upon notification of selection)

Attachment E Electronic Funds Transfer Form

Attachment F Certification Regarding Lobbying (must be submitted with the Bid if

$25,000+ in Federal funds support the procurement)

Attachment G Contract Compliance Checklist and Time Frames

Attachment H Maryland Annotated Code, Family Law, Sections 12-201 through 12-204

Attachment I MD Schedule Report 12-08

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