**ADPICS NUMBER N00R3400922\_**



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

**STATE OF MARYLAND**

**St. Mary’s County Department of Social Services**

**23110 Leonard Hall Dr**

**Leonardtown, MD 20650**

**INVITATION FOR BIDS (IFB)**

**FOR**

**After Hours Crisis Line Services**

 DHR AGENCY CONTROL NUMBER: SMCDSS/CWS14-002-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 Bidder 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: July 3, 2013

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

**\_After Hours Crisis Line Services**

**AGENCY CONTROL NUMBER: \_SMCDSS/CWS14-002-S**

**IFB Issue Date: *eMaryland Marketplace –*July 3, 2013**

**DHR Webpage – July 3, 2013**

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

 **St. Mary’s County Department of Social Services**

**Procurement Officer: Jill Potts**

 **Phone: (240) 895-7117**

 **Fax: (240) 895-7156**

 **e-mail: jill.potts@maryland.gov**

**Bids are to be sent to: St. Mary’s County Department of Social Services**

 **23110 Leonard Hall Drive, 2nd floor**

 **PO Box 509**

 **Leonardtown, MD 20650**

**Pre-Bid Conference: Wednesday, July 31, 2013 at 10:00 am**

 **Joseph Carter Building**

 **St. Mary’s County Dept of Social Services**

 **Russell Conference Room**

**Closing Date/Time: Wednesday, August 14, 2013, at 3:00 pm**

**Bid Opening: Thursday, August 16, 2013, at 11:00 am**

 **St. Mary’s County Dept of Social Services**

STATE OF MARYLAND

NOTICE TO BIDDERS/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, or “no bid,” as the case may be. Thank you for your assistance.

Bid Number:  **SMCDSS/CWS14-002-S** entitled **\_After Hours Crisis Line Services\_\_\_**

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 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:

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

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

OPTIONAL

Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**THANK YOU!!!**

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

**1.1 Summary Statement**

The St. Mary’s County Department of Social Services (SMCDSS) intends to acquire contractual human services for the purpose of providing After Hours Crisis Line coverage for St. Mary’s County, Maryland. These services are necessary in order to respond to calls from the St. Mary’s County Control Center, Maryland State Police, St. Mary’s County Sheriff’s Department, or other community agencies and individuals after normal SMCDSS working hours, including weekends, holidays and emergency closings. These calls deal with potential crisis situations, adults or children who are in need of protection, children or adults in foster and adoptive homes certified by the agency, or homeless persons seeking shelter. In some instances, individuals in danger may have to be removed from their homes and placed in temporary safe alternative living situations. The Contract will be for a two-year period of time, beginning on or about December 1, 2013 to November 30, 2015, with a one year option to renew at the State’s sole discretion. Only one award is anticipated as a result of this Solicitation.

**1.2 Issuing Office**

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

Jill Potts, Procurement Officer

 St. Mary’s County Dept. of Social Services

 23110 Leonard Hall Drive, 2nd floor

 PO Box 509

 Leonardtown, MD 20650

 Jill.Potts@Maryland.gov

Phone: (240)-895-7117

 Fax: (240)-895-7176

**1.3 Pre-Bid Conference**

A Pre-Bid Conference will be held on July 31, 2013 beginning at 10:00am in the Joseph Carter Building, 23110 Leonard Hall Dr, Russell Conference Room, Leonardtown, MD 20650.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by 10:00 am July 30, 2013, 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 of 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. *e-Maryland Marketplace* and DHR’s web page), and electronic data interchange.

1. The Procurement Officer may conduct the procurement using e-Maryland Marketplace, the 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 Bid 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,

d. 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 two (2) copies of each Bid must be received by the Procurement Officer (ref. Section 1.2) by **3:00 PM, Wednesday August 14, 2013** in order to be considered. Requests for extension of this date or time shall not be granted. Bidders 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 Bidders/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 in the issuing office before the time and date for Bid opening indicated 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 Bidder and the requesting State organization.

**1.10** **Bid Opening Date**

Bids will be opened publicly in accordance with the provisions of COMAR 21.05.02.11B as follows:

Time: 11:00 am

Date: August 16, 2013

Place: St. Mary’s County Department of Social Services

 Russell Conference Room

 23110 Leonard Hall Drive; Leonardtown, MD 20650

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. **Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder must be clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid. A blanket statement declaring the entire Bid confidential is not acceptable.**

**1.11 State Project Manager**

 The State Project Manager for this Contract is:

Jeanne Schmitt, Assistant Director for Services

St. Mary’s County Department of Social Services

23110 Leonard Hall Drive

PO Box 509

Leonardtown, MD 20650

Jeanne.Schmitt@Maryland.gov

Phone (240)-895-7170

Fax (240)-895-7099

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

**1.12 Glossary of Terms**

1. **Adult Protective Services**

A social services program that assists vulnerable adults who are unable to provide for their basic living needs, access necessary professional services, or protect their own interests and are subject to abuse, neglect, exploitation, or self-neglect. Service provision is normally limited to six (6) months in which time risk is reduced. Adult Protective Services makes every effort to stabilize the vulnerable adult in the adult’s own home within the community through community support services that reduce risk factors.

1. **After-Hours Crisis Line Services (AHCL)**

A specialized social service for children believed to be neglected or abused and for their parents or other adults having permanent or temporary care, custody, or parental responsibility, or to household or family members, to decrease the risk of continuing physical, sexual or mental abuse or neglect

1. **Bid**

A statement of price, terms of sale, and description of the supplies, services, construction, or construction-related services offered by a bidder in response to an invitation for bids under procurement by competitive sealed bidding or comparable small procurement procedures.

1. **Bidder**

An entity submitting a bid in response to this Invitation for Bids (IFB).

1. **Board of Public Works (BPW or Board)**

The committee, consisting of Maryland’s Governor, Comptroller, and Treasurer, that approves State contracts.

1. **Case Worker/Social Worker**

The local Department of Social Services’ agency case manager or social worker assigned to a client of the Agency. The Case Worker is responsible for the development and implementation of a case plan to meet the client’s permanency goal.

1. **Child Protective Services**

 A specialized social service for children believed to be neglected or abused and for their parents or other adults having permanent or temporary care, custody, or parental responsibility, or to household or family members, to decrease the risk of continuing physical, sexual or mental abuse or neglect.

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

The codification of regulations which implement State law. COMAR is published by the Maryland Secretary of State, Division of State Documents. COMAR can be accessed on-line at: [**http://www.dsd.state.md.us/comar/**](http://www.dsd.state.md.us/comar/). The section of COMAR that refers to DHR is Title 7.

1. **Contractor**

The company or organization awarded a Contract resulting from this Invitation for Bids.

1. **Department of Budget and Management (DBM)**

The State’s central personnel agency and the principal procurement agency over DHR.

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

Maryland’s fourth largest state agency that serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted, and administers federally funded programs such as Child Support, Family Investment, Food Supplement Program, and Medical Assistance.

1. **Firm Fixed-Price Contract**

A fixed price contract that provides a price that is not subject to adjustment because of variations in the contractor's cost. COMAR 21.06.03.02.

1. **Invitation for Bids (IFB)**

A document used for soliciting bids from Bidders under procurement by Competitive Sealed Bidding.

1. **Local Director**

The head of the St. Mary’s County Department of Social Services.

1. **Maryland Annotated Code**

This is the official codification of the statutory laws of Maryland. It refers to a variety of relevant information which may be appended to the text of a specific law. The Maryland Annotated Code can be accessed at [www.lexisnexis.com](http://www.lexisnexis.com), the publisher of the Code of Maryland Annotated and Rules.

1. **St. Mary’s County Department of Social Services (SMCDSS or Agency)**

The local entity responsible for administering the social service and public assistance activities within St. Mary’s County, pursuant to Human Services Article, Title 3, Subtitle 2 of the Annotated Code of Maryland.

1. **State Fiscal Year**

Maryland’s fiscal year that begins on July 1 of each year and ends on June 30 of the following year.

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**SECTION II. GENERAL INFORMATION**

**2.1 Purpose**

The overall purpose of this IFB is to provide information to Bidders 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 Bidders 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 as required in Section 4.2. A Bid that takes exception to these terms may be rejected.**

**2.5 Additional Information**

Bidders 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 Bidder 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 Bidder's Bid to meet the requirements of the IFB.

* 1. **State Supplied Services and Facilities**

1. SMCDSS will make the Assistant Director for Services or designee available for

 consultation to the selected Bidder at all times, 24 hours per day, 7 days per week.

 All required intake forms will be provided to Bidder.

2. SMCDSS logistical and staff support may be provided for extreme crisis situations

during regular AHCL work times. Extreme crisis situations may occur in multiple ways. However, one example would involve the receipt of three or more crisis calls within a five-minute span.

**2.9 Working Hours and Location**

Services under this Contract shall be performed during the following hours:

* Monday through Friday, each day from 5:00 p.m. to 8:00 a.m. = 60 hours per week
* Weekends - 5:00 p.m. Friday afternoon to 8:00 a.m. Monday morning = 63 hours per week
* State Closure Days (Legal State Holidays and State Government Service Reduction Days) –8:00 a.m. to 5:00 p.m. A list of State Closure Days can be found at http://dbm.maryland.gov/employees/Pages/StateHolidays2013.aspx.

The Contractor shall provide coverage for occasional events when the State is closed for all -staff events, inclement weather or in the event of an Executive Order of the Governor to close State operations. One to two times a year it may be necessary for the SMCDSS to close during normal business hours for events such as all-staff meetings or an all-staff retreat day. The Contractor will be notified, at a minimum, one week in advance in those instances.

The Contractor shall maintain an office either in St. Mary’s County or within 30 miles of Leonardtown in order to respond quickly to any potential crisis and be knowledgeable of local resources that may be needed in performance of crisis/placement efforts. All services will be performed in St. Mary’s County. If the report of a crisis cannot be handled over the phone, the AHCL staffer shall respond to the location of the person in danger. This location may be anywhere in St. Mary’s County.

**2.10 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of two (2) years. It shall begin on or about December 1, 2013, or the date approved by DBM and end November 30, 2015; however, if the term does not start on December 1, 2013, the Contract will last for two (2) years. In addition, there is an available renewal option as per Section 2.12.

**2.11 Multi-Year Contract**

1. This is a multi-year Contract. The required services as provided for in Section III shall be provided for the entire Contract period.
2. A fixed price shall be given for the service and the fixed price shall be the same throughout the entire period of performance, including the one (1) year option period as provided in the Price Sheet **(Attachment A)**.
3. The multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first. Funding for any Contract resulting from this IFB is dependent upon appropriations from the Maryland General Assembly.
4. The State’s Project Manager 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.

**2.12 Options**

The Contract will contain an option to renew upon the same base period Contract terms and conditions, for an additional one year period of time. Exercise of the renewal option will be solely at the discretion of the State. The price for the option year will be as provided on the Bid Form **(Attachment A).**

**2.13 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 Bidder's Bid. This Affidavit includes commercial nondiscrimination, minority business enterprise, anti-bribery, non-collusion, debarment, tax payment, investments in Iran, and conflict minerals affirmations.

**2.14 Public Information Act Notice**

Bidders should give specific attention to the identification of any portions of their Bids other than the Bid price 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.

**2.15 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 Bidder 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.

**2.16 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.

**2.17 Contract Affidavit**

The **Contract Affidavit** **(Attachment C)** must be completed and submitted by the selected Bidder within 10 work 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.

**2.18 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.

**2.19 Contract Type**

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

**2.20 Payment Terms/Billing**

The successful Bidder shall bill the Department monthly by the 10th of the month following the month of service using the Sample Invoice **(Attachment N)**. Payment shall be made based on 1/12 of each annual contract amount.

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

Invoices must be addressed to:

Jill Potts, Procurement Officer

St. Mary’s County Department of Social Services

PO Box 509

Leonardtown, MD 20650

All invoices must (at a minimum) be signed and dated in addition to including the Bidder’s mailing address, the Bidder’s Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

**2.21 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.

**2.22 Procurement Method**

This procurement is being conducted in accordance with COMAR Title 21.05.02, Procurement by Competitive Sealed Bidding.

**2.23 Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the 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 Form as required in Section 4.2. **A Bid that takes exception to these terms may be rejected.**

**2.24 Compliance with Law**

By submitting a Bid in response to this IFB, the Bidder, 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 Bidder 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.

**2.25 Contract Award**

Award of a Contract(s), if any, will generally be made within one hundred-twenty (120) days after the closing date for submission of Bids and shall be subject to appropriate Federal and State approvals. 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.

**2.26 Tie Bids**

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

**2.27 *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.**

**2.28 Protests**

A Bidder 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.

**2.29 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.

**2.30 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.

**2.31 Minority Business Enterprises**

Although no Minority Business Enterprises subcontracting goal has been established for this procurement, Minority Business Enterprises are encouraged to respond to this solicitation.

**2.32 Late Payment of Subcontractors – Prompt Payment Policy**

A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:

1. Not process further payments to the Contractor until payment to the subcontractor is verified,
2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
5. Take other or further actions as appropriate to resolve the withheld payment.

 B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.

 C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:

1. Affect the rights of the contracting parties under any other provision of law;
2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
3. Result in liability against or prejudice the rights of DHR.

 D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

 E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:

1. Verify that the certified MBEs listed in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit actually are performing work and receiving compensation as set for in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.
2. This verification may include, as appropriate:

a. Inspecting any relevant records of the Contractor

1. Inspecting the jobsite; and
2. Interviewing subcontractors and workers.
3. Verification shall include a review of:

1) The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

1. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.

a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MDOT Certified MBE Utilization and Fair Solicitation Affidavit.

4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:

a. Terminate the Contract;

b. Refer the matter to the Office of the Attorney General for appropriate action; or

c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.

5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**2.33 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.

Standard Insurance Service Office

 Commercial General Liability, Occurrence Form:

$3,000,000 - General Aggregate Limit (other than products/completed operations), with a minimum of 1,000,000 per occurrence

$1,000,000 – Professional Malpractice per incident and $3,000,000 aggregate for each occurrence

 $150,000 – Motor Vehicle Liability per occurrence

Certificates of insurance evidencing this coverage will be provided to the State Project Manager at each Contract anniversary date during the Contract period 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 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 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.

**2.34** **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)**.

**2.35 Living Wage Requirements**

A solicitation for services under a State contract valued at $100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland.

Additional information regarding the State’s Living Wage requirement is contained in this solicitation, **(see Attachment G, Living Wage Requirements for Service Contracts and Affidavit of Agreement). If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **$12.91 per hour**, if State contract services valued at 50% or more of the total value of the contract is performed in the **Tier 1 Area**. If State contract services valued at 50% or more of the total value are performed in the **Tier 2 Area**, a Bidder shall pay each covered employee at least **$9.70 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1 Area or Tier 2 Area** of the State. The **Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore counties, and Baltimore City**. The **Tier 2 Area includes any county in the State not included in the Tier 1 Area**. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a Tier 2 Contract.

**Additional Living Wage information pertaining to reporting obligations may be found by going to the Department of Labor Licensing and Regulations’ (DLLR) website –** [**http://www.dllr.state.md.us/labor**](http://www.dllr.state.md.us/labor) **and clicking on Living Wage.**

|  |
| --- |
| **Note: The Living Wage rates are subject to annual adjustments by DLLR.** |

**2.36 Hiring Agreement**

By submitting a bid in response to this solicitation, the Bidder agrees to execute and comply with the enclosed **DHR** **Hiring Agreement (Attachment H)**. The Hiring Agreement is to be executed by the successful Bidder and delivered to the Procurement Officer within ten (10) days following receipt of notice by the Bidder that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

The Hiring Agreement provides that the Contractor, DHR, and contracting entity will work cooperatively to identify and hire qualified current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors to fill job openings resulting from this procurement, in accordance with Section 13-224, State Finance and Procurement Article.

**2.37 Investment Activities in Iran Certification**

All Bids submitted by a Bidder shall be accompanied by a completed Certification Regarding Investments in Iran **(Attachment R)**.

Effective January 1, 2013, the Investment Activities in Iran Act (State Finance and Procurement Article, §§17-701 through 17-707, the “IAI Act) **(Attachment I-1)** requires all companies that seek to do business with the State to certify at the time of proposal submission that:

1. They are not identified on a list created by the Maryland Board of Public Works as a person engaging in investment activities in Iran; and
2. They are not engaging in investment activities in Iran, as defined in the IAI Act.

The current IAI Act list maintained by the Board of Public Works can be found at <http://bpw.maryland.gov/Pages/Debarments.aspx>.

**2.38 Conflict Minerals Notice**

Bidders are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

1. Definitions:
2. In this section the following words have the meanings indicated.
3. (i)    “Conflict mineral” means a mineral or mineral derivative determined under federal law to be financing human conflict.

 (ii)   “Conflict mineral” includes columbite-tantalite (coltan),cassiterite, gold, wolframrite, or derivatives of these minerals.

1. “Noncompliant person” means a person:
2. that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
3. for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
4. A unit may not knowingly procure supplies or services from a noncompliant person.

By submitting a response to this solicitation, the Bidder represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

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**SECTION III. SPECIFICATIONS**

**3.1 Background**

SMCDSS has the responsibility of administering social services programs that protect the children, families, and citizens of St. Mary’s County. These services must continue beyond the normal SMCDSS business day (8:00 a.m. to 5:00 p.m.), including weekends and legal State holidays and closures. As such, the successful Bidder will provide on call After AHCL support in response to calls from the St. Mary’s County Control Center, Maryland State Police, the St. Mary’s County Sheriff’s Department, or other community agencies and individuals after normal working hours. These calls deal with potential crisis situations that must be responded to immediately, such as children or adults who are in need of protection from abuse, children or adults in foster and adoptive homes certified by the agency or homeless persons seeking shelter. In some circumstances, AHCL staff may need to conduct field investigations in order to insure the safety of the individual in danger or to collect additional information regarding a call or situation. During the period of September 1, 2011 to October 31, 2012 our AHCL responded to 305 calls, of which 255 were handled over the phone, and 50 calls were handled in the field. For the calendar year 2012, the total hours of coverage provided were 6,573.

**3.2 Objectives**

The purpose of this IFB is to coordinate services with our community partners to help support and protect individuals and families in St. Mary’s County during after normal business hours, as outlined in the Scope of the Project.

**3.3 Scope of the Project**

SMCDSS must continue to assure that the necessary AHCL coverage is provided in St. Mary’s County by a competent Contractor in order to protect the county citizens. The Contractor shall perform the following:

1. **Program Requirements:**
2. **After Hour Crisis Services:**
	1. Contractor’s staff assigned to this Contract shall have completed the mandatory University of Maryland School of Social Work Child Welfare Academy pre-service training and passed the required competency test as mandated by § 4-301 of the Human Services Article, Annotated Code of Maryland **(Attachment J)**.
	2. Respond to all crisis calls after regular/normal SMCDSS office hours, which involve: children who are alleged to be abused; at risk or neglected; adults who are in need of protection; children or adults in foster and adoptive homes certified by the agency; and homeless people seeking shelter. Responding to a crisis call will include: receiving calls; determining the necessary action required to resolve the crisis; and following through with the required action.
	3. Receive calls from the St. Mary’s County Control Center, Sheriff’s Department, or the Maryland State Police and obtain as much specific information as possible over the telephone. If necessary, the Contractor shall make additional calls to the person in danger or the complainantto determine whether immediate action is required. Additionally, the Contractor may need to conduct field investigations to obtain additional information regarding a call or to insure an individual’s safety.
	4. Receive calls/contacts from SMCDSS social workers regarding on-going cases that may require follow-up action or clarification during AHCL hours. Historically, this has occurred about three times per year.
	5. Record all information, regardless of the response required, and hand deliver or fax the information to designated SMCDSS personnel by 9:00 a.m. the next SMCDSS workday.
	6. In the event of protective services cases (cases that require an immediate physical response to the location of the person in danger), assess the potential danger to the person and the need for a medical examination. The Contractor shall interview other persons in danger, family members, or other pertinent people and, after consultation with his or her supervisor, decide the appropriate action to be taken.
	7. Have the prerogative of requesting escort or assistance from one of the local law enforcement agencies when a crisis call is received from St. Mary’s County Control Center, Sheriff’s Department or the Maryland State Police that indicates: 1) there is a question of worker safety; 2) a child will need placement; 3) there is possible criminal assault or abuse; or 4) there are unsafe conditions of another nature.
	8. In the event a child or adult needs to be removed from their home, notify the individual’s family members. Alternate placement possibilities (i.e. relatives, friends, foster homes, shelters etc.), the appropriateness of alternate placement, and transportation of the person to such placement must be considered.
	9. Explore all possible resources to assist a homeless person or their family if immediate action is needed in a homeless situation. The Contractor shall assist the person in obtaining resources, make arrangements for placement at a shelter or in a motel (if no other resources are available), and may make arrangements for food at a restaurant or grocery store with various community resources, such as Three Oaks Shelter, Catholic Community Services, and Helping Hands. The State Project Manager (see Section 1.11) will be available 24 hours a day to provide consultation with the Contractor regarding this type of assistance. The Contractor shall make a referral to SMCDSS by 9:00 a.m. on the next business day for all homeless actions involving individuals or families.
	10. Make every effort to resolve crisis situations involving foster children and foster homes on open SMCDSS cases by the next workday. A full written report is due to the State Project Manager by no later than 9:00 a.m. on the next workday for required follow-up action by the SMCDSS. This report shall be faxed or hand delivered to the State Project Manager.
	11. Attend emergency shelter care hearings and adjudicatory hearings as required. Attendance at these proceedings may occur outside of the regular on-call schedule. Last year, there was only one such occurrence that required the attendance of the current contractor.
	12. Establish contacts with various community resources to assist SMCDSS residents in crisis situations, including, at a minimum: Maryland State Police; St. Mary’s County Sheriff’s Department; St. Mary’s Hospital; Patuxent River Naval Air Station medical facilities; Walden-Sierra; Three Oaks Shelter; Angel’s Watch Shelter; motels, etc.
3. **On-Call AHCL Availability and Accessibility**

The Contractor shall be available to emergency personnel at all designated times by means of telephone. All equipment such as cell phones, transportation, and child safety seats shall be supplied by the Contractor at their expense.

**3.4 Bidder Minimum Qualifications**

1. Bidders shall have a minimum of six (6) months of prior experience providing crisis line response services.
2. All ACHL workers shall have a bachelor’s degree from an accredited college or university in an appropriate behavioral science such as: child development, sociology, social work, psychology, counseling, criminology, juvenile justice, human growth and development, human services, mental health or human resources management that includes at least thirty credit hours in human services or human development and have had six (6) month prior experience as human service caseworker dealing with crisis situations.

**3.5 Contractor Requirements**

1. **General Requirements:**

The Contractor shall:

1. Perform all program requirements as specified in Section 3.3 of this IFB in order to protect the citizens of St. Mary’s County.
2. Provide qualified staff to be on call and available at the times specified in Section 2.9 of this IFB. ACHL staff shall have completed mandated pre-service training and passed a competency test in accordance with Human Services Article, § 4-301 of the Annotated Code of Maryland **(Attachment J)** prior to Contract award. All AHCL staff working on this project must have a bachelor’s degree from an accredited college or university in an appropriate behavioral science such as: child development, sociology, social work, psychology, counseling, criminology, juvenile justice, human growth and development, human services, mental health or human resources management that includes at least thirty (30) credit hours in human services or human development and have had six (6) month prior experience as human service caseworker dealing with crisis situations.
3. Have an office located either in St. Mary’s County or within 30 miles of Leonardtown in order to respond quickly to any potential crisis and be knowledgeable of local resources that may be needed in performance of crisis/placement efforts.
4. Assess the nature of all calls received and decide if immediate action is required in a protective service matter. The Contractor’s staff shall be prepared to respond to the location of the person in danger, with assistance from law enforcement personnel, if appropriate.
5. Respond by phone to any potential crisis call from the State Police, Sheriff’s Department, or Control Center, within 30 minutes of notification.
6. Make a decision regarding each situation and if removal of a person from potential danger is warranted, take the necessary steps to accomplish this effort, and explore alternate placement resources.
7. Decide if the potential problem can be resolved over the telephone or via communications with other involved agencies or individuals, negating the need for field investigations.
8. Comply with all local, state and federal regulations regarding the provisions of services under this Contract, including confidentiality of records and information.
9. Appear at emergency shelter care hearings and/or adjudicatory hearings, when necessary. Last year, there was only one such occurrence that required the attendance of the current contractor.
10. **Reporting Requirements:**

The Contractor shall:

1. Complete an Adult Protective Service Program Intake Record **(Attachment P)** on each crisis line call/report received regarding Adult Protective Services, regardless of the response required.
2. Complete a Child Protective Services Intake Worksheet **(Attachment Q) f**or calls/reports regarding Child Protective Services**.**
3. For all other calls/reports, complete a typed detail account of the problem reported describing the circumstance of alleged maltreatment, the date and time report was received, names and contact information of individuals involved, the action(s) AHCL staff took to stabilize the situation, the AHCL staffer’s name and signature. All reports shall be submitted to the State Project Manager by 9:00 a.m. the next regular SMCDSS workday by either fax or hand delivery (see Section 3.6—Reports).
4. Provide a monthly Schedule of Staff Coverage to the State Project Manager (**Attachment L**), including a name and telephone number for each staff person proving coverage.
5. Submit a Monthly Static Log Report (**Attachment M**) to the State Project Manager, which shall contain the total number of calls received, number of calls handled over the phone and hours spent, number of calls handled in the field and hours spent, and the nature of the call – child protective service, adult services, child foster care or homeless.
6. **Contract Monitoring**

A Contract Compliance Checklist and Time Frame **(Attachment K)** 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.

1. **Problem Escalation Procedure**

The Contractor shall:

* + - 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 no less than 10 days prior to the beginning of the Contract, and within 10 days after the start of each contract year (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,

f) 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

g) A process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure.

**3.6 Reports**

All reports shall be submitted to the State Project Manager (ref. Section 1.9) as follows:

* + - 1. Monthly Invoice **(Attachment N)** by no later than the 10th of the month following the report month.
			2. Monthly Schedule of Coverage **(Attachment L)** shall be received ten (10) calendar days prior the coverage period beginning.
			3. Monthly Static Log Report **(Attachment M)** shall be received no later than the 10th of the month following the report month.
			4. Adult Protective Service Program Intake Record **(Attachment P)** shall be submitted no later than9:00 a.m. the next regular SMCDSS workday.
			5. Child Protective Services Intake Worksheet **(Attachment Q)** shall be submitted no later than9:00 a.m. the next regular SMCDSS workday.
			6. Report of all daily crisis line contacts by no later than 9:00 a.m. the next regular SMCDSS workday.
			7. Current Certificates of Insurance – due at each Contract anniversary date including option periods, if exercised.

**3.7 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 the day-to-day operations of the project over the phone on a monthly basis; as well as attend any meetings pertaining to the same twice per year. Meeting dates, times and location will be provided in advance of meetings.

**3.8 Post-Award Orientation Conference**

Within two weeks after final Contract approval, the State’s Project Manager (Section 1.9), 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.

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**SECTION IV. REQUIREMENTS for BID PREPARATION**

**4.1 Bid Submission**

An original, to be so identified and two (2) copies of the Bid must be received by the Procurement Officer by **3:00 PM, Wednesday August14, 2013** in order to be considered.

**Each Bid must address all aspects of this IFB, and MUST be sealed in an envelope. All Bids must be labeled as follows:**

* NAME OF BIDDER
* SEALED BID – Department of Human Resources. St. Mary’s County

 Department of Social Services

* SOLICITATION TITLE: After Hours Crisis Line Services
* Agency Control Number: SMCDSS/CWS/14-002-S
* BID DUE DATE & TIME: August 14, 2013 at 3PM
* PROCUREMENT OFFICER: Jill Potts

The Bid Submission Checklist **(Attachment I)** must be completed and placed at the front of the Bid. The Checklist is included for the benefit of Bidders to ensure that all documents pertaining to this IFB are completed and included with the Bid. The failure of a Bidder to complete accurately and submit the required documents may result in a determination that the Bid is not responsive and will be rejected in accordance with COMAR 21.06.02.03.

**4.2 Transmittal Letter**

A Transmittal Letter prepared on the Bidder'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, 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.**

**4.3 Single Step Sealed Bidding**

Each Bidder shall complete a Price Sheet **(see Attachment A)**, which states the price proposed in response to the IFB. When determining prices, consider the appropriate Living Wage Requirements, if applicable.

In addition to the Price Sheet, all Bidders are to submit the following documentation with their bid.

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. This Volume should contain the following sections:
2. **Table of Contents**

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

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

This section should contain the Bidder's analysis of the environment in which the proposed work or solution will be implemented. The population being serviced under this contract will be children or adults within St. Mary’s County who are alleged to be abused, at risk of neglect, in need of protection, in foster and adoptive homes certified by the agency and homeless people. Services shall be provided after normal SMCDSS business hours Monday thru Friday (5 p.m. to 8 a.m.), weekends (Saturday and Sunday), and State Closure Days.

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’s requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The Work Plan shall be prepared in the same sequence as **Specifications Section III as follows:**

1. **Scope (Section 3.3)**
2. **Bidder Minimum Qualifications (Section 3.4)**

A description of the Bidder’s qualifications shall clearly show any related experience the Bidder has providing services of a similar nature. If the Bidder is an individual, any related education and/or training shall also be included. Bidder and staff assigned to this project shall meet all requirements in section 3.4. Bidders shall complete and submit the Bidder Minimum Qualifications Form (**Attachment O**) to document this experience.

1. **Contractor Requirements (Section 3.5)**
	* + 1. General Requirements
			2. Reporting Requirements
			3. Problem Escalation Procedure

In response to RFP § 3.5.D, Bidders must provide a draft procedure that includes names, titles, telephone numbers, and email addresses of individuals to be contacted by the State Project Manager should problems arise under the Contract; and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in Section 3.5 D.

1. **Reports (Section 3.6)**

The Bidder shall describe in detail their plan to ensure that Reports are completed and submitted timely.

1. **Contractor’s Project Manager (Section 3.7)**

The Bidder shall include in the Bid the name, address, telephone and fax numbers, and e-mail address for their Project Manager.

1. **Post Award Orientation Conference (Section 3.8)**

The Bidder shall include in the Bid a statement that the Bidder and the Bidder’s Project Manager and any other Bidder staff deemed appropriate shall attend and participate in the Post-Award Orientation Conference, if the Bidder is awarded the Contract.

1. **Key Personnel:** This section should include job descriptions and individual resumes for staff designated by the Bidder as being its Key Personnel who are to be assigned to this project if the Bidder is awarded the Contract. **The Bidder’s Key Personnel identified in the Bid are considered to be essential to the work being performed under this IFB.** Indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department 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 the Department’s written consent. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience. Bidders shall include copies of any required professional licenses and/or certificates with their Bids.

Crisis Line staff working on this project must have a bachelor’s degree from an accredited college or university in an appropriate behavioral science such as: child development, sociology, social work, psychology, counseling, criminology, juvenile justice, human growth and development, human services, mental health or human resources management that includes at least thirty (30) credit hours in human services or human development and have had six (6) month prior experience as human service caseworker dealing with crisis situations.

Crisis Line Workers shall have completed mandated pre-service training and passed a competency test in accordance with Maryland Human Services Code, § 4-301 (**Attachment J**) of the Annotated Code of Maryland prior to Contract award. If the Workers have completed this training prior to Bid Submission, Bidders shall include documentation certifying completion of this training

1. **References:**

The Bidder must supply three (3) current professional references, within the last three (3) years. Reference letters shall support the bid that addresses the Bidder and/or Bidder’s staff professionally.Reference letters shall be submitted by the reference source directly to the Bidder in separately sealed envelopes for inclusion with the Bidder’s Bid. Reference letters shall 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, whether contract goals were met), etc.

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 the Department.

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

1. **Other State of Maryland Contracts**

As part of its Bid, 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.

1. **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

 Treasurer

1. Successful financial track record
2. Evidence of no less than six 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 Bid 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. Living Wage: Affidavit of Agreement **(Attachment G)**
4. Investment Activities in Iran Certification **(Attachment R)**
5. **Volume II - Financial**

This volume should contain all price information for all services and products proposed. When setting the price remember the Living Wage Requirements. This volume must contain the following sections:

 Price Sheet – Attachment A

**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. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. Bids shall be available for public inspection after opening and before award of the Contract, except for material designated as confidential by the Bidder.

All Bidders' Bids received by the closing deadline will be reviewed by the Procurement Officer.

**5.2 Reciprocal Preference**

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 non-resident 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 non-resident business is located.

A non-resident 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 non-resident Bidders.

**5.3 Qualifying Bids**

The Bidder 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 Bidder'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 provide the lowest cost to the State. 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 Price Sheet

Attachment A-1 Instructions for Price Sheet

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 Living Wage Requirements for Service Contracts and Affidavit of Agreement (complete and submit with bid)

Attachment H Hiring Agreement (to be completed by successful Bidder only upon notification of selection)

Attachment I Bid Submission Checklist

Attachment J §4-301 of Human Services Article, Annotated Code of Maryland

Attachment K Contract Compliance Checklist and Time Frames

Attachment L Sample of Monthly Coverage Schedule

Attachment M Sample of Monthly Static Log Report

Attachment N Sample of Monthly Invoices

Attachment O Bidder Minimum Qualifications

Attachment P Form 716 Adult Protective Services Program Intake Record

Attachment Q Child Protective Services Intake Worksheet

Attachment R Certification Regarding Investments in Iran

Attachment R-1 Investment Activities in Iran Act