Maryland Logo

Department of Human Resources



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

**WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES**

**Bureau of Support Enforcement (BOSE)**

INVITATION FOR BIDS (IFB)

ADPICS #: N00R5400111

SOLICITATION NO. WIC/CS-14-003-S

**Issue Date: August 20, 2014**

EASTERN SHORE PROCESS SERVICE

NOTICE

A Prospective Bidder that has received this document from the DHR website located at [**http://www.dhr.maryland.gov**](http://www.dhr.maryland.gov)**/** or eMaryland Marketplace located at [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/), or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer (see section 1.5) and provide the Prospective Bidder’s name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

NOTICE TO VENDORS

Maryland Wants to Do

Business with You

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer, **Joseph Sorrells** at [**joseph.sorrells@maryland.gov**](mailto:joseph.sorrells@maryland.gov) or fax **410-713-3910**.

**Please let us know why you are not bidding. (Check all that apply).**

We do not offer the services/commodities requested.

Busy with other commitments.

Specifications are unclear or too restrictive.

Timetable is unworkable.

Bonding/Insurance requirements are prohibitive.

Our experience with State of Maryland has not been satisfactory.

Other (Please specify):

**Additional Comments:**

**Please add suggestions for improvement here:**

Name of commenter and Business (optional):

Bid/Proposal Number: WIC/CS-14-003-S Entitled: Eastern Shore Process Service

Your comments will help us improve the procurement process.

**Thank You!**

STATE OF MARYLAND

DEPARTMENT OF HUMAN RESOURCES

**WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES /BOSE**

**IFB KEY INFORMATION SUMMARY SHEET**

##### Invitation for Bids: EASTERN SHORE PROCESS SERVICE

**Solicitation Number: WIC/CS-14-003-S**

###### IFB Issue Date: August 20, 2014

**IFB Issuing Office: Wicomico County Department of Social Services/BOSE**

**Procurement Officer: Joseph Sorrells**

**Wicomico County Department of Social Services**

**201 Baptist Street, Suite 27**

**Salisbury, MD 21801**

**Telephone: (410) 713-3920 Fax: (410) 713-3910**

**e-mail:** [**josesph.sorrells@maryland.gov**](mailto:josesph.sorrells@maryland.gov)

**State Project Manager: Mark Tyler, Esq.**

**Attorney for Child Support, WCDSS**

**Tri County Multi-Purpose**

**Center 31901 Tri County Way, Suite 101**

**Salisbury, Maryland 21804**

**Telephone: 410-713-3125 Fax: 410-572-2796**

**e-mail:** [**mark.tyler@maryland.gov**](file:///C:\Users\Nwgray\Documents\Wicomico%20County\WIC.CS.14.003.S\IFB%20Versions\mark.tyler@maryland.gov)

**Bids are to be sent to: Wicomico County Department of Social Services**

###### 201 Baptist Street Suite 27 Salisbury, MD 21801

###### Attention: Joseph Sorrells

**Pre-Bid Conference:** **September 10, 2014@ 1:30 PM Local Time**

**31901 Tri-County Way, Suite 101**

**Salisbury, Maryland 21804**

**Closing Date and Time: October 1, 2014 @ 2:00 PM Local Time**

**Public Bid Opening:** **October 1, 2014 @ 2:30 PM, Wicomico County Department of Social Services, 201 Baptist Street, Suite 27**

**Salisbury, Maryland 21801**

**MBE Subcontracting Goal: 0%**

**VSBE Subcontracting Goal: 0 %**

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# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

* + 1. The Department of Human Resources (DHR/Department), Wicomico County Department of Social Services (WCDSS)/ Bureau of Support Enforcement (BOSE) is issuing this Invitation for Bids (IFB) to acquire process services for the purpose of providing In Personam Service for approximately 92 cases per month to pursue legal action against Non-Custodial Parents for child support customers located in the Lower Eastern Shore of Maryland, Delaware and Virginia which include: Wicomico, Somerset, Dorchester, Worcester Counties in Maryland; Sussex County, Delaware; and Accomack County, Virginia. On occasion, service will be required in other Eastern Shore Counties of Maryland (Caroline, Kent, Queen Anne’s, and Talbot).
    2. It is the State’s intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is three (3) years with a single one (1) year renewal option to be exercised at the State’s sole discretion. See Section 1.4 for more information.
    3. The Department intends to make a single award as a result of this IFB.
    4. Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

1. **Affidavit of Service –** A written form document in which the process server, pursuant to Maryland Rule 2-126, notifies the issuing court of its compliance with that Rule, including place and manner of service, description of the person served and qualifications of the process server.
2. **Bid –** A statement of price offered by a Bidder in response to an IFB.
3. **Bidder** – An entity that submits a Bid in response to this IFB.
4. **Board of Public Works (BPW or Board)** - Consist of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is $200,000.00 or greater. The Board’s powers and duties are set forth in the State Constitution and in the Code of Maryland Regulations (COMAR), Title 21.
5. **Bureau of Support Enforcement (BOSE)** - The office within WCDSS that administers the Child Support Program in Wicomico County.
6. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays and Service Reduction Days (see definition of “Normal State Business Hours” below**)**.
7. **Calendar Day(s) –** Includes all of the chronological days in a year, unless clearly provided otherwise.
8. **COMAR** – Code of Maryland Regulations available on-line at [**www.dsd.state.md.us**](http://www.dsd.state.md.us).
9. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
10. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
11. **Contractor** – The selected Bidder that is awarded a Contract by the State resulting from this IFB.
12. **Day or Days** – Means calendar day or days, unless clearly provided otherwise.
13. **Department of Budget and Management (DBM)** – The State’s central personnel agency and the principal procurement agency over the Department. DBM’s major responsibilities include budget development, supervision of budget execution, and revenue estimating. DBM supports agency efforts to achieve results by helping them obtain the fiscal, capital, and personnel resources needed to provide services to Maryland citizens.
14. **Department of Human Resources (DHR or Department)** – Maryland’s fourth-largest agency that is responsible for administering child support, child welfare and public welfare services to the citizens of the State of Maryland.
15. **eMaryland Marketplace (eMM)** – The State of Maryland’s internet-based procurement system. This business tool provides an efficient means to improve vendors’ access to State procurement information and bid opportunities located at [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/) (see IFB Section 1.8).
16. **Fixed-Price Incentive Contract** – a fixed-price contract in which the parties establish at the outset a target for performance and a formula by which the Contractor is rewarded for exceeding performance and penalized if performance is not met. COMAR 21.06.03.04(A) (2).
17. **In Personam Service** – Process that is served by delivery of the papers (summons, complaint, etc.) either: 1) directly to the person served; 2) at the person’s dwelling house or usual place of abode with a resident of suitable age and discretion; or 3) by certified mail requesting “Restricted delivery – show to whom, date, and address of delivery.” See Maryland Rule 2-121.
18. **Indefinite Quantity Contract** - a contract for an indefinite amount of goods or labor to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. COMAR 21.06.03.06 (A) (2).
19. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Department of Human Resources Wicomico County Department of Social Services, Solicitation Number WIC/CS-14-003-S dated August 20, 2014, including any addenda.
20. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
21. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
22. **Non-Custodial Parent** - A parent who resides outside the primary home of the child.
23. **Normal State Business Hours** - Normal State Business Hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays and Service Reduction Days, which can be found at: [**www.dbm.maryland.gov**](http://www.dbm.maryland.gov) – keyword: State Holidays.
24. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the **Contract** (**Attachment A**), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
25. **Reliable Source –** A source that is trustworthy.
26. **Request for Service** – A package of documents provided to the Process Server by BOSE with the expectation that the documents will be served on the individual named in a timely manner.
27. **State** – The State of Maryland.
28. **State Fiscal Year** – July 1 of one year to June 30 of the following year.
29. **State Project Manager**  – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within the scope.
30. **Successful Service** – A Request for Service in which an Affidavit of Service was submitted to the BOSE that complies with Maryland Rule 2-126.
31. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
32. **Validity of Process** – Pursuant to Maryland Rule 2-113, a summons is effective for service, or valid, only if served no later than sixty (60) days after the date it is issued by the Court. A summons not served within that time shall be dormant, renewable only on written request.
33. **Verifiable Source** – A source that can be independently reviewed and confirmed.
34. **Veteran-owned Small Business Enterprise (VSBE) –** a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
35. **Wicomico County Department of Social Services (WCDSS or Agency)** – The local unit of DHR responsible for administering the social services and public assistance programs within Wicomico County, pursuant to Human Services Article, Title 3, Subtitle 2 of the Annotated Code of Maryland.
36. **Working Day(s)** – Same as “Business Day(s).”

## 1.3 Contract Type

The Contract resulting from this solicitation shall be an Indefinite Quantity and Fixed- Price Incentive Contract as defined in COMAR 21.06.03.06 (A) (2) and COMAR 21.06.03.04 (A) (2).

## 1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 The duration of the Contract will be for the period of three years from Contract Commencement for the provision of all services required by the Contract and the requirements of this solicitation. The Contract has an option which may be exercised for one (1) year at the State’s sole discretion and at the price quoted in the Bid Form for the option year.

1.4.3 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see **Attachment A**) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## 1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Joseph Sorrells

Procurement Officer

Wicomico County Department of Social Services

201 Baptist Street, Suite 27

Salisbury, Maryland 21801

Telephone Number: 410-713-3920

Fax Number: 410-713-3910

E-mail: [**joseph.sorrells@maryland.gov**](file:///F:\IFB\WIC.CS.14.003.S\IFB%20Versions\joseph.sorrells@maryland.gov)

The Department may change the Procurement Officer at any time by written notice.

## 1.6 State Project Manager

The State Project Manager is:

Mark Tyler, Esq.

State Project Manager

Attorney for Child Support, WCDSS

Tri County Multipurpose Center

31901 Tri County Way, Suite 101

Salisbury, Maryland 21804

Telephone Number: 410-713-3125

Fax Number: 410-572-2796

E-mail: [**mark.tyler@maryland.gov**](file:///F:\IFB\WIC.CS.14.003.S\IFB%20Versions\mark.tyler@maryland.gov)

The Department has delegated responsibility for the management of this Contract to the individual, named above. The State Project Manager has the sole authority to order the Contractor to take specific actions that the Department deems appropriate that are consistent with the terms of the Contract. The Department may change the State Project Manager at any time by written notice.

The State Project Manager, at his discretion, may identify a designee to utilize such authority as described above. Anytime the State Project Manager is listed throughout the IFB, such identification shall be construed to include a designee, who shall be identified in writing to the Contractor by the State Project Manager. Such written identification will typically occur via email.

## 1.7 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on September 10, 2014, beginning at 1:30PM Local Time, at Wicomico County Department of Social Services; 31901 Tri-County Way, Suite 101; Salisbury, Maryland 21804. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be recorded. As promptly as is feasible subsequent to the Conference, a transcript of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This transcript, as well as the questions and answers, will also be posted on eMaryland Marketplace and the DHR website. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to 410-713-3910 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on September 5, 2014. The **Pre-Bid Conference Response Form** is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than September 5, 2014. The Department will make a reasonable effort to provide such special accommodation.

## 1.8 eMarylandMarketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

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

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to [**https://emaryland.buyspeed.com/bso/login.jsp**](https://emaryland.buyspeed.com/bso/login.jsp), click on “Register” to begin the process, and then follow the prompts.

## 1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: [**joseph.sorrells@maryland.gov**](mailto:joseph.sorrells@maryland.gov). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least ten (10) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, 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 vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

## 1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

## 1.11 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 2:00 PM Local Time on October 1, 2014 in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

**Bids may not be submitted by e-mail or facsimile.**

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding(e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

## 1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

## 1.13 Receipt, Opening and Recording of Bids

1.13.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

* + 1. Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.
    2. The Bid Opening shall be October 1, 2014 at 2:30 PM at Wicomico County Department of Social Services; 201 Baptist Street, Suite 27; Salisbury, Maryland 21801.

## 1.14 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before Contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

## 1.15 Award Basis

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on **Attachment F** **- Bid Form**.

## 1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

## 1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer’s request only with the Bidder’s written agreement.

## 1.18 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department’s procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder’s Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

## 1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

## 1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

## 1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## 1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder’s Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 “Minority Business Enterprise Goals” and Section 1.41 “Veteran-Owned Small Business Enterprise Goals.”).

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, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, 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.

## 1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the State Project Manager prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the State Project Manager, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.

## 1.24 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the **Contract**, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

## 1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed **Bid/Proposal Affidavit**. A copy of this Affidavit is included as **Attachment B** of this IFB.

## 1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a **Contract Affidavit**. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided no later than ten (10) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

## 1.27 Compliance with Laws/Arrearages

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 applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

## 1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is [**http://www.dat.state.md.us/sdatweb/services.html**](http://www.dat.state.md.us/sdatweb/services.html).

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder’s failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

## 1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

(a) Falsify, conceal, or suppress a material fact by any scheme or device;

(b) Make a false or fraudulent statement or representation of a material fact; or

(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 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 years or both.

## 1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $100,000. The selected Bidder shall register using the **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form**. 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: [**http://comptroller.marylandtaxes.com/Government\_Services/State\_Accounting\_Information/Static\_Files/APM/gadx-10.pdf**](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf)

## 1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 33 “Prompt Payment” (see **Attachment A**). Additional information is available on GOMA’s website at: [**http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\_000.pdf**](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf)**.**

## 1.32 Electronic Procurements Authorized

A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that contract which are specifically authorized under the solicitation or the contract.

C. “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, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, 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 or potential Bidder;

(f) notices of award selection or non-selection; and

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

1. A Bidder or potential Bidder may use e-mail or facsimile to:
2. ask questions regarding the solicitation;
3. 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;
4. submit a "No Bid Response" to the solicitation.
5. The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

E. 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 Bid Protests;

3. filing of Contract Claims;

4. submission of documents determined by the Department 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.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

## 1.33 Minority Business Enterprise Goal and Subgoals

There is no MBE subcontractor participation goal for this procurement.

## 1.34 Living Wage Requirements

A solicitation for services under a State contract valued at $100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title18. Additional information regarding the **State’s living wage requirement** is contained in **Attachment G**. Bidders must complete and submit the **Maryland Living Wage Requirements Affidavit of Agreement** (**Attachment G-1**) with their Bid. If a Bidder fails to complete and submit the required documentation, the State may determine a Bidder to be not responsible under State law.

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al*. The commissioner of Labor and Industry at the Department of Labor Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, the Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and my result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a **Tier 1 Area ($13.19)** or **Tier 2 Area ($9.91)** 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. In the event that 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) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in its Bid the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

* If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
* If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
* If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located.

**In this circumstance, this Contract will be determined to be a Tier 2 Contract.**

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website [**http://www.dllr.state.md.us/labor/prev/livingwage.shtml**](http://www.dllr.state.md.us/labor/prev/livingwage.shtml).

**NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

## 1.35 Federal Funding Acknowledgement

1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding (see **Attachment H**).

1.35.2 The total amount of Federal funds allocated for the Wicomico Department of Social Services is $5,347,217.00 in State Fiscal Year 2014. This represents 58% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

1.35.3 This Contract contains federal funds. The source of these federal funds is Title IV-D. The CFDA number is: 93.563. The conditions that apply to all federal funds awarded by the Department are contained in **Federal Funds** **Attachment H**. Any additional conditions that apply to this particular federally-funded Contract are contained as supplements to Federal Funds **Attachment H** and Bidders are to complete and submit these Attachments with their Bid as instructed in the Attachments. Acceptance of this agreement indicates the Bidder’s intent to comply with all conditions, which are part of this Contract.

## 1.36 Conflict of Interest Affidavit and Disclosure

Bidders shall complete and sign the **Conflict of Interest Affidavit and Disclosure** (**Attachment I**) and submit it with their Bid. All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor’s personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** **Conflict of Interest Affidavit and Disclosure**. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

## 1.37 Non-Disclosure Agreement

All Bidders are advised that this solicitation and any resultant Contract(s) are subject to the terms of the **Non-Disclosure Agreement** (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided no later than ten (10) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

## 1.38 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

## 1.39 Non-visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

## 1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

## 1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

## 1.42 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

## 1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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# SECTION 2 – MINIMUM QUALIFICATIONS

## 2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

2.1.1 The Bidder shall certify at least $3,000.00 in aggregate business of services of process within Maryland for each of 2012 and 2013 (i.e. $6,000.00 over the 2 years) and at least $2,000 in aggregate business of service of process within Maryland thus far for 2014.

2.1.2 The Bidder shall provide three (3) references from the past three (3) years evidencing a minimum annual billing total of at least $200.00 received from each reference (each reference shall include a contact person, current telephone number and email address).These references can be the same for each year or different references for each year; i.e. between 3 and 9 total references may be submitted.

2.1.3 The Bidder shall have a working familiarity with Rule 2-121, Maryland Rules of Civil Procedures;

2.1.4 The Bidder shall affirm their intent to serve all processes assigned by BOSE throughout the assigned areas for the duration of the Contract for the amount indicated in the **Bid Price Form** (**Attachment F**).

The Bidder shall complete the **Affidavit of** **Bidder Qualifications** (**Attachment S**) as certification of meeting the minimum qualifications above.

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# SECTION 3 – SCOPE OF WORK

## 3.1 Background and Purpose

WCDSS is a local unit of DHR that administers a wide range of social services programs that protect the children, families and citizens of Wicomico County. One of these services is the Child Support Program established under Title IV-D of the Social Security Act. The Child Support Program is operated by BOSE and provides services such as: location of absent parents; establishment of paternity, support, and medical obligations, collection and disbursement of child support payments, enforcement of child support and medical support obligations; and review and adjustment of child support obligations.

BOSE brings legal action against Non-Custodial Parents to establish and enforce child support orders. These court orders require BOSE to provide service of process on the parties to attend the proceeding. Service of process is the delivering of court documents in a manner prescribed by law to an individual to give notification of a pending lawsuit of legal action. To successfully litigate such child support cases within the Wicomico County Circuit Court System (Court), BOSE must depend upon an in-state process server to deliver approximately 92 court documents a month in a timely manner for the following areas:

● Wicomico County;

● Somerset County;

● Dorchester County;

● Worcester County;

* Other Eastern Shore Counties of Maryland (Caroline, Kent, Queen Anne’s, and Talbot);

● Sussex County, Delaware; and

● Accomack County, Virginia.

Over a three (3) year period (05/01/2011 – 04/30/2014), the previous contractor received 3,230 requests to serve Non-Custodial Parents resulting in a successful service rate of 79.97% (see **Historical Performance Data** (**Attachment U**). This is an average of 1,077 Requests for Service per year. See **Bid Form** (**Attachment F)** for service projections for the life of this Contract. As this is an Indefinite Quantity Contract, the number of Requests for Service indicated in **Attachment F** are not guaranteed and the actual number of Requests for Service may be higher or lower. For reference, the table below represents a six (6) month snapshot of the number of Requests for Service per jurisdiction.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Jurisdiction | Nov.  2013 | Dec.  2013 | Jan.  2014 | Feb.  2014 | Mar.  2014 | Apr.  2014 | Total |
| Wicomico | 62 | 27 | 80 | 83 | 25 | 76 | 353 |
| Somerset | 5 | 1 | 4 | 4 | 3 | 9 | 26 |
| Worcester | 1 | 2 | 7 | 3 | 1 | 2 | 16 |
| Dorchester | 1 | 2 | 3 | 1 | 1 | 1 | 9 |
| Other Eastern Shore Counties of Maryland | 3 | 1 | 4 | 1 | 0 | 1 | 10 |
| Sussex, DE | 1 | 0 | 8 | 7 | 1 | 4 | 21 |
| Accomack, VA | 0 | 1 | 2 | 0 | 0 | 0 | 3 |
| Total | | | | | |  | **426** |

The objectives for this IFB are to:

1. Increase the amount of child support collections and compliance with federal case processing requirements for paternity and support order establishment;
2. Improve the accuracy of current addresses and employment information in the State’s automated child support system in order to identify cases for which administrative enforcement tools can be used or needing further internal location efforts; and
3. Perfect service of process in counties of neighboring states within close geographical proximity to the Lower Eastern Shore through the use of:

1. Routine Services in accordance with the terms of this IFB and the Maryland Rules; and

2. Use of Affidavits in accordance with the terms of this IFB and the Maryland Rules (see **Attachment I**)

## 3.2 Scope of Work – Requirements

The scope of this project is limited to the service of process necessary for BOSE to effectively establish and enforce child support orders. The protocol by which the BOSE secures service of process can be summarized as follows:

1. BOSE initiates legal action with the Court by filing a complaint, petition, summons, etc., with the Clerk of the Court.
2. After reviewing the filing, the Court issues process that will need to be served on the various parties involved with the proceeding. The process will be returned to BOSE for service to the parties.
3. BOSE will prepare for pick-up by the Contractor a **Request for Service** (which may include a **Request for Production of Documents -Attachment P**)for service within the areas identified in Section 3.1. The Contractor may be provided, in writing, with multiple addresses, including home, work, or any other address at which the party may be reached, when applicable. The Request for Service may include the following legal documents:

* Writ of Summons;
* Writ of Subpoena;
* Compliant for Paternity;
* Complaint for Paternity and Child Support;
* Motion for Modification of Child Support;
* Petition for Contempt; or
* Show Cause Order.

1. The BOSE Legal Assistant will notify the Contractor of the Request for Service by telephone and follow up with an email.
2. The Contractor shall pick-up the Request for Service from the BOSE Legal Assistant between 8:00 a.m. and 4:30 p.m. the next Business Day (refer to Section 3.3 regarding security requirements). The Contractor shall make diligent attempts at In Personam Service on the named individuals pursuant to Maryland Rule 2-121.
3. The Contractor shall return all Requests for Service to the BOSE Legal Assistant no later than 4:30 p.m. on any Business Day (refer to Section 3.2.2).

**NOTE: THE CONTRACTOR SHALL NOT HAVE DIRECT CONTACT WITH THE COURT**.

**3.2.1 General Requirements**

3.2.1.1 **Implementation Plan**

After Contract award the Contractor shall develop an Implementation Plan that will be used to implement services to be performed under this Contract. The Plan shall include a detailed description of when and how the Contractor will pick up and drop off the Request for Service from BOSE and all contact information for the Contractor. The plan shall also include the Contractor’s plan to adhere to the security requirements in IFB Section 3.3 and the Contractor’s methodology or accounting system that will be used to track the statistical data and reporting requirements to ensure that only Successful Service is billed. The Implementation Plan is due at the Post- Award Kick-Off Meeting (see IFB Section 3.2.4). The State Project Manager will review and approve or disapprove the Implementation Plan at the Post-Award Kick-Off Meeting. In the event the Implementation Plan is not approved, the Contractor shall have two (2) Business Days to revise and resubmit the Implementation Plan to the State Project Manager by email or fax.

3.2.1.2 **Request for Service Drop off and Pick up**

At the time that Requests for Service are picked up and dropped off, both the Contractor and Bose Legal Assistant shall complete and sign the **Verification of Receipt Form (Attachment W)**. Once signed, BOSE will retain the original Verification of Receipt Form and a copy will be given to the Contractor when each pick-up and drop-off occurs.

By the 15th of each month, for services provided in the preceding month, the Contractor shall complete and submit to the State Project Manager a **Monthly Statistical Report** (**Attachment V**).

3.2.1.3 **Process Service Efforts**

The Contractor shall:

1. Make a minimum of three (3) documented attempts to deliver the legal documents to the subject identified.
2. Always attempt service of process at each address provided, unless the Request for Service specifically states to attempt service at the employment address first.
3. Make diligent attempts to locate a new address to achieve Successful Service. Sources utilized for address searches may include employers, neighbors, relatives, landlords, post office records, utility and telephone records, credit and criminal records, voter registration records, or property ownership records. If the Contractor locates a new address, service at the new address shall be attempted without any additional charge to BOSE.
4. Provide on-going communications to the BOSE Legal Assistant regarding updated location information concerning customers for which service of process was requested by submitting supporting documentation within one (1) Business Day of acknowledgement from a Reliable and/or Verifiable Source, including, but not limited to: post office documents; Motor Vehicle Administration (MVA) documents; personal property records; payroll information; government records; or any other written documentation from a Reliable and/or Verifiable Source until the Request for Service has been served or returned as a non-service (the **unsworn statements** of tenants, family or others encountered by the Contractor alone are not considered a Reliable Source).
5. No longer attempt service at a given address when notified by the State Project Manager by email or fax or when a Reliable and/or Verifiable Source indicates the address is invalid.
6. Obtain the express, written permission of the State Project Manager before using a method of service other than delivering the legal documents to the identified subject/individual directly. Permission for such a request shall be made by email or telephone (if by telephone, an email approval will follow) from the Contractor to the State Project Manager. The State Project Manager will determine the appropriateness of such a request on a case by case basis and will respond in writing, by email or fax, no later than two (2) Business Days to the request. BOSE will not pay the Contractor for alternative service methods (such as leaving the process at the individual’s house with a resident of suitable age and discretion, mailing the documents, service by posting, etc.) if the State Project Manager has not approved, in writing, the use of the alternative method.

3.2.1.4 **Process Service Reporting**

1. **Successful Service:**

The Contractor shall:

1. Clearly, concisely, and legibly document, on the notarized narrative **Affidavit of Service** **(Attachment T)** the following information:
   1. The date, time and location where the service was made;
   2. The name of the person who made service;
   3. Verification that the identification of the person being served was the correct person; and
   4. Certification that the person who made service was over the age of 18 years.
2. Return the Request for Service (including, if applicable, **Attachment P**), Affidavit of Service, and other supporting documentation to the BOSE Legal Assistant no later than seven (7) Business Days after Successful Service or, at a minimum, no later than two (2) Business Days prior to the court date in the Request for Service, whichever occurs sooner.
3. **Non-Service:**

The Contractor shall:

1. Clearly, concisely, and legibly document, in chronological order on the **Report of Non-Service (Attachment Q)** the following information:
2. Each Service attempt, time, date, address, city and zip code;
3. The circumstance of each service attempt at process service;
4. Sources used in obtaining new address information including any supporting documentation;
5. Identifying information on any new address (i.e. residence or place of employment);
6. Specific names of sources indicating who performed what action with respect to the efforts to ascertain correct address information; and
7. The name of the subject’s employer and place of employment.
8. Return the Request for Service, the **Report of Non-Service** (**Attachment Q**), and any supporting documentation (for example, documentation showing that the Contractor could not locate a new address or serve a new address) to the BOSE Legal Assistant no later than two (2) Business Days before the scheduled court date listed on the Request for Service.

**C. Withdrawn Service:**

The Contractor shall return the Request for Service along with the Report of Non- Service and other supporting documentation to the BOSE Legal Assistant no later than seven (7) Working Days after receipt of notification from the BOSE Legal Assistant that the request for process service is withdrawn.

3.2.1.5 Performance, Monitoring and **Corrective Action Plan (CAP)**

**A. Performance and Monitoring**

**The Contractor shall perform at a 60% Successful Service rate and** shall be subject to monthly monitoring of its job performance for the duration of the Contract. A **Contract Compliance Checklist and Time Frame** **(Attachment X)** 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 deliverable changes affected via an addendum to the IFB 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 it is awarded.

**B. Corrective Action Plan (CAP)**

If the State Project Manager becomes aware of any deficiencies in the Contractor’s performance, written notification of those deficiencies shall be provided to the Contractor. The Contractor shall submit to the State Project Manager, by certified letter, email, or fax, a written CAP no later than ten (10) Calendar Days after receipt of written notification of the Contractor’s deficiencies. The State Project Manager will review the Contractor’s CAP and approve or disapprove the CAP no later than five (5) Business Days after receipt. The Contractor shall implement the CAP no later than one (1) Business Day after email notification from the State Project Manager that the Contractor’s CAP is approved. Failure to perform any aspect of this requirement may result in termination of the Contract.

3.2.1.6 **On-going Duty to Update the State Project Manager of Contractor Changes**

The Contractor shall notify the State Project Manager, in writing by email or certified letter, at least thirty (30) Calendar Days in advance of any change of address, serving agents working on this project, or ownership of the Contractor (if applicable).

**3.2.2 Deliverables**

**All deliverables shall be submitted to the State Project Manager (see Section 1.6), or designee.**

3.2.2.1 **Successful Service (Attachment P- Request for Production of Documents** and **Attachment T**- **Affidavit of Service**) and accompanying documentation - due no later than seven (7) Business Days after Successful Service: or, at a minimum, no later than two (2) Business Days prior to the court date in the Request for Service, whichever occurs sooner.

* + - 1. **Report of Non-Service (Attachment Q)** - due two (2) Business Days before the scheduled court date listed on the Request for Service.

3.2.2.3 **Recall of Request for Service** (**Attachment P**) **- Request for Production of Documents**), and supporting documentation - due no later than seven (7) Business Days after receipt of notification from BOSE that the Request for Service is withdrawn.

3.2.2.4 **Monthly Invoice (Attachment R)** - due by the 15th of the month following the report month.

3.2.2.5 **Monthly Statistical Report (Attachment V) –** due by the 15th of the month for services provided in the preceding month.

**3.2.3 Contractor’s Project Manager**

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Transmittal Form (Section 4.1) shall include the name, address, fax, telephone number, and email address, if applicable, of the Contractor’s Project Manager. The Contractor’s Project Manager shall be responsible for the day-to-day operations of the Contract and oversee the project. The Contractor’s Project Manager shall coordinate with the State’s Project Manager and be responsible for assuring the quality and completion of the project. The Contractor’s Project Manager shall be readily available to discuss and/or meet with BOSE designated representatives. The State Project Manager will give advance notice of meeting dates, time, and location.

**3.2.4 Post -Award Kick-Off Meeting**

No later than two (2) weeks after DBM approval, 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 Kick-Off Meeting.  The purpose of the Post-Award Kick-Off Meeting is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions.  The date, time and location of the Post-Award Kick-Off Meeting will be indicated to the successful Bidder at the time of award notification.

## 3.3 Security Requirements

3.3.1 **Employee Identification**

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include, but are not limited to, being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

## 3.4 Insurance Requirements

3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $100,000 per occurrence and $500,000 aggregate.

3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $100,000 per occurrence.

3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.4.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of $100,000 per occurrence.

3.4.5 No later than ten (10) Business Days of recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.

b. Commercial General Liability as required in Section 3.4.1.

c. Errors and Omissions/Professional Liability as required in Section 3.4.2.

d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.3.

e. Employee Theft Insurance as required in Section 3.4.4.

3.4.6 The State shall be listed as an additional insured on the policies with the exception of Worker’s Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 45 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.4.7 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

## 3.5 Problem Escalation Procedure

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must 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 appropriate timeframes.

The Contractor shall provide contact information to the State Project Manager, as well as to other State personnel, as directed should the State Project Manager not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after recommendation of Contract award. The PEP, including any revisions thereto, must also be provided no later than ten (10) Business Days after the start of each Contract year and option period, if exercised, no later than ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP 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 in the Contractor’s organization before automatically escalating the problem 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 to be provided to the State;
5. Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
6. Contact information for persons responsible for resolving issues after normal business hours (e.g., 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 PEP.

Nothing in this section shall be construed to limit any rights of the State Project Manager or the State which may be allowed by the Contract or applicable law.

## 3.6 Invoicing

3.6.1 **General**

(a) All invoices for services shall be signed by the Contractor and submitted to the State Project Manager. All invoices shall include the following information:

* Contractor name;
* Remittance address;
* Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
* Invoice period;
* Invoice date;
* Invoice number
* State assigned Contract number;
* State assigned (Blanket) Purchase Order number(s);
* Goods or services provided;
* Amount due;
* Annual Contract Amount;
* Balance Due; and
* Year to Date Expenditures.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

Invoices shall be addressed to:

Mark Tyler, Esq.

State Project Manager

Attorney for Child Support, WCDSS

Tri County Multipurpose Center

31901 Tri County Way, Suite 101

Salisbury, Maryland 21804

(b) The Department reserves the right to reduce or withhold the monthly Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 **Payment Terms and** **Billing**

The Contractor shall bill BOSE by the 15th Working Day of the month following the report month in which services were performed **(**see **Monthly Invoice Attachment R**). The Contractor shall receive payment for each Successful Service on the individual named in the Request regardless of the number of court cases listed in any Service Request. Payment shall be made based upon the Contractor’s fully-loaded Fixed Unit Price per Successful Service as listed on the **Bid Form** (**Attachment F**). The fully- loaded Fixed Unit Price per Successful Service shall include all direct and indirect costs and profit. No increase in the Fixed Unit Price is allowed except as provided on the Bid Form.

Funding for any Contract(s) resulting from this IFB is dependent upon appropriations from the Maryland General Assembly. 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.

3.6.3 **Incentive Payment**

At the end of each Contract year including the option year, if exercised the Contractor shall receive a $500.00 bonus for attaining at least a 80% Successful Service rate during the contract year or a $1,000.00 bonus for attaining an 90% Successful Service rate during the Contract year (see **Historical Performance Data** (**Attachment U**)).

## 3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

(a) **Attachment D-4**, the **MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the MBE Liaison Officer.

(b) **Attachment D-5**, the **MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the MBE Liaison Officer.

## 3.8 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

(a) **Attachment M-3**, the **VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer.

(b) **Attachment M-4**, the **VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report** by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer.

## 3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

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**SECTION 4 – BID FORMAT**

## 4.1 One Part Submission

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

## 4.2 Labeling

Each Bidder is required to label the Bid as follows:

* NAME OF BIDDER
* SEALED BID – DEPARTMENT OF HUMAN RESOURCES
* WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES – EASTERN SHORE PROCESS SERVICE
* Agency Control Number: WIC/CS-14-003-S
* October 1, 2014 @ 2:00PM
* PROCUREMENT OFFICER: Joseph Sorrells
* ROOM # Suite 27

## 4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the **Bid Form** (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

## 4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 **Transmittal Letter:**

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

* Name and address of the Bidder;
* Name, title, e-mail address, and telephone number of primary contact and Contractor’s Project Manager for the Bidder;
* Solicitation Title and Solicitation Number that the Bid is in response to;
* Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
* Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual’s Social Security Number (SSN);
* Bidder’s eMM number;
* Bidder’s MBE certification number (if applicable);
* Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
* Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Confidentiality of Bids”).

4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

a. Completed **Bid Form** (**Attachment F**).

b. Completed **Bid Affidavit** (**Attachment B**).

c. Completed **Maryland Living Wage Requirements Affidavit of Agreement** (**Attachment G-1**).

4.4.4 **Additional Attachments \*If Required**: Submit three (3) copies of each with original signatures, if required.

**\*** See appropriate IFB Section to determine whether the Attachment is required for this procurement:

1. Completed **MDOT Certified MBE Utilization and Fair Solicitation Affidavit** (**Attachment D-1**) **\*see Section 1.33**.
2. Completed **Federal Funds Attachment** (**Attachment H**) **\*see Section 1.35.**
3. Completed **Conflict of Interest Affidavit and Disclosure** (**Attachment I**) **\*see Section 1.36.**
4. Completed **Mercury Affidavit** (**Attachment L**) **\*see Section 1.40**.
5. Completed **Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit** and **Subcontractor Participation Schedule** (**Attachment M-1**) **\*see Section 1.41**.
6. Completed **Location of the Performance of Services Disclosure** (**Attachment O**) **\*see Section 1.44**.
7. **Completed Affidavit of Minimum Qualifications** (**Attachment S) \*see Section 2.1.**

4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

a. Name of client organization;

b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

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

* + 1. **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

* 1. The State contracting entity;
  2. A brief description of the services/goods provided;
  3. The dollar value of the contract;
  4. The term of the contract;
  5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
  6. 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 responsibility determination by the Procurement Officer.

* + 1. **Financial Capabilities:**

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

* + 1. **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder’s current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured if required, no later than ten (10) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

* + 1. **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

* + 1. **Legal Action Summary:**

This summary shall include:

i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;

ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number, court, and what the final ruling or determination was from the court; and

iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

## 4.5 Reciprocal Preference

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. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

* The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state;
* The other state gives a preference to its resident businesses through law, policy, or practice; and
* The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## 4.6 Delivery

Bidders may either mail or hand-deliver Bids.

* + 1. For U.S. Postal Service deliveries, any Bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
    2. Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

## 4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the following documents shall be completed and submitted by the recommended awardee no later than ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

a. signed **Contract** (**Attachment A**),

b. completed **Contract Affidavit** (**Attachment C**),

c. completed MBE **Attachments D-2 and D-3**, no later than ten (10) Working Days, if applicable; **\*see Section 1.33**,

d. **MBE Waiver Justification** no later than ten (10) Working Days, usually including **Attachment D-6**, if a waiver has been requested (if applicable; **\*see Section 1.33)**,

e. signed **Non-Disclosure Agreement** (**Attachment J**), if applicable; **\*see Section 1.37**,

f. signed **HIPAA Business Associate Agreement** (**Attachment K**), if applicable; **\*see Section 1.38**,

1. completed VSBE **Attachments M-2 and M-3**, if applicable **\*see Section 1.41**,
2. completed **DHR Hiring Agreement**, **Attachment O**, if applicable **\*see Section 1.43**, and

i. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; **\*see Section 3.4.**

# IFB ATTACHMENTS

**ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract no later than ten (10) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

**ATTACHMENT B** **– Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Bid.

**ATTACHMENT C** **– Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer no later than ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT D** **– Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Bidder’s Bid or the Bid will be deemed not reasonably susceptible of being selected for award and rejected. No later than 10 Working Days after receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2, D-3A, and D-3B (if applicable) and, if the Bidder has requested a waiver of the MBE goal, usually the Exhibit to Attachment D-1B and Attachment D-1C.

**ATTACHMENT E** **– Pre-Bid Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

**ATTACHMENT F** **– Bid Form Instructions and Bid Form**

The Bid Form must be completed and submitted with the Bid.

**ATTACHMENT G** **– Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

**ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

**ATTACHMENT I** **– Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

**ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment must be completed and submitted no later than ten (10) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

**ATTACHMENT K** **– HIPAA Business Associate Agreement**

If required (see Section 1.38), this Attachment is to be completed and submitted no later than ten (10) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

**ATTACHMENT L** **– Mercury Affidavit**

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

**ATTACHMENT M** – **Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Bid. Attachment M-2 is required to be submitted no later than ten (10) Business Days of receiving notification of recommendation for award.

###### ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted no later than ten (10) Business Days of receiving notification of recommendation for award.

**ATTACHMENT P – Request for Production of Documents**

This is a sample document provided by BOSE. It is provided with the IFB for informational purposes and is not required to be submitted with the Bid.

**ATTACHMENT Q– Report of Non-Service**

This is a sample document provided by BOSE. It is provided with the IFB for informational purposes and is not required to be submitted with the Bid.

**ATTACHMENT R – Monthly Invoice**

This is a sample document provided by BOSE. It is provided with the IFB for informational purposes and is not required to be submitted with the Bid.

**ATTACHMENT S – Affidavit of Bidder Qualifications**

This Attachment must be completed and submitted with the Bid (see section 2.1).

**ATTACHMENT T – Affidavit of Service**

This is a sample document provided by BOSE. It is provided with the IFB for informational purposes and is not required to be submitted with the Bid.

**ATTACHMENT U – Historical Performance Data**

This Attachment is included to show the past volume of Request for Service per month for a period of three (3) years.

**ATTACHMENT V – Monthly Statistical Report**

This Attachment is included to assist the Department with capturing statistical data.

**ATTACHMENT W- Verification of Receipt Form**

This Attachment is to assist the Department with capturing statistical data.

**ATTACHMENT X – Contract Compliance Checklist and Time Frames**

This Attachment is included to show the efforts the Department will undertake to assure proper Contract performance.

**ATTACHMENT Y – Checklist for Bid Submission**

This Attachment is to be completed and submitted with the Bid.

## ATTACHMENT A – CONTRACT

**EASTERN SHORE PROCESS SERVICE**

**WIC/CS-14-003-S**

THIS CONTRACT (the “Contract”) is made this **(“Xth”)** day of **(month), (year)** by and between **(Contractor’s complete legal name as registered with the State Department of Assessments & Taxation)** and the STATE OF MARYLAND, acting through the Department of Human Resources.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

* 1. “Bid” means the Contractor’s Bid dated (Bid date).
  2. “COMAR” means Code of Maryland Regulations.

1.3 “Contractor” means **(Contractor’s name)** whose principal business address is **(Contractor’s primary address)** and whose principal office in Maryland is **(Contractor’s local address)**.

1.4 “Department” means the Department of Human Resources, whose primary business address is 311 W. Saratoga Street, Baltimore, Maryland 21201 (hereinafter the “Department”).

1.6 “IFB” means the Invitation for Bids for **Eastern Shore Process Service** Solicitation # **WIC/CS-14-003-S**, and any addenda thereto issued in writing by the State.

1.7 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.

1.8 “State” means the State of Maryland.

1.9 “State Project Manager” means the Department employee identified in Section 1.6 of the IFB as the State Project Manager.

1.10  **WIC/CS** means **the Wicomico County Department of Social Services, Child Support or Bureau of Support Enforcement (BOSE)** a unit within the Department.

**2. Scope of Contract**

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB;

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C); and

Exhibit C – The Bid

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

This Contract is subject to State Finance and Procurement Article, Title 18. Additional information regarding the State’s Living Wage requirement is contained in the attached Addendum entitled, “Living Wage Requirements for Service Contracts.” **It has been determined that this is a Tier 2 Contract**.

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**3. Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (Contract Commencement). The Contractor shall provide services under this Contract as of the Contract Commencement date. From this date, the Contract shall be for a period of **three (3)** years beginning **December 1, 2014** and ending on **November 31, 2017**.

3.2 Further, this Contract may be extended for two (2) option periods of one (1) year each at the sole discretion of the Department and at the prices quoted in the Bid Form for Option Years.

3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the **Bid Form (Attachment F)**. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed $**(Not-to-Exceed amount)**.

The Contractor shall bill BOSE by the 15th Working Day of the month following the report month in which services were performed **(**see **Monthly Invoice, Attachment R**). The Contractor shall receive payment for each Successful Service on the individual named in the Request regardless of the number of court cases listed in any Service Request. Payment shall be based upon the Contractor’s fully-loaded Fixed Unit Price per Successful Service as listed on the **Bid Form** (**Attachment F**). The fully- loaded Fixed Unit Price per Successful Service shall include all direct and indirect costs and profit. No increase in the Fixed Unit Price is allowed except as provided on the Bid Form.

Funding for any Contract(s) resulting from this IFB is dependent upon appropriations from the Maryland General Assembly. 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.

4.2 **Incentive Payment**

At the end of each Contract year the Contractor shall receive a $500.00 bonus for attaining at least a 75% Successful Service rate during the contract year or a $1,000.00 bonus for attaining an 80% Successful Service rate during the Contract year.

4.3 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor’s Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor’s FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the State Project Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

* 1. Contractor’s eMarylandMarketplace vendor ID number is **(Contractor’s eMM number)**.

**5. Rights to Records**

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the State Project Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

**6. Exclusive Use**

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

**7. Patents, Copyrights, and Intellectual Property**

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**8. Confidentiality**

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

**9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

**10. Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.

10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

**11. Non-Hiring of State Officials and Employees**

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

**12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**13. Maryland Law**

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

**14. Nondiscrimination in Employment**

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

**15. Nondiscrimination in Programs/Americans with Disabilities Act Compliance**

15.1 The Contractor agrees that, in providing any aid, benefit, service, program, or activity, under this Contract on behalf of the Department, it will not: (a) deny any individual the opportunity to participate in or benefit from the aid, benefit or service equal to that provided others; (b) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others; (c ) provide different or separate aid, benefits, or service to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others; (d) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or, (e) otherwise limit opportunity enjoyed by others receiving the aid, benefit, or service.

15.2 The Contractor agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the Department’s program with respect to individuals with disabilities.

**16. Contingent Fee Prohibition**

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

**17. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**18. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State’s option, become the State’s property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**19. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

**20. Delays and Extensions of Time**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**21. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**22. Pre-Existing Regulations**

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

**23. Financial Disclosure**

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**24. Political Contribution Disclosure**

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

**25. Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 25 shall survive expiration or termination of the Contract.

**26. Compliance with Laws**

The Contractor hereby represents and warrants that:

26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**27. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

**28. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor’s obligations to its subcontractors.

**29. Liability**

29.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor’s liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

**30. Parent Company Guarantee (If Applicable)**

**(Corporate name of Contractor’s Parent Company)** hereby guarantees absolutely the full, prompt, and complete performance by **(Contractor)** of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. **(Corporate name of Contractor’s Parent Company)** may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. **(Corporate name of Contractor’s Parent Company)** further agrees that if the State brings any claim, action, suit or proceeding against **(Contractor), (Corporate name of Contractor’s Parent Company)** may be named as a party, in its capacity as Absolute Guarantor.

**31. Commercial Nondiscrimination**

31.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19.  As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination.  Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.  Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions.  This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

31.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

31.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract.  Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State.  Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**32. Drug and Alcohol Free Workplace**

The Contractorshall maintain a drug and alcohol free workplace, in accordance with COMAR 21.11.08, Drug and Alcohol Free Work Place.

**33. Prompt Pay Requirements**

33.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the

Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

33.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

a. Retainage which had been withheld and is, by the terms of the agreement between the

Contractor and subcontractor, due to be distributed to the subcontractor; and

b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

33.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;

b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or

c. Result in liability against or prejudice the rights of the Department.

33.4 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 (MBE) program.

33.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

b. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

iv. Verification shall include a review of:

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

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

c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

d. If the Department determines that the Contractor is in material noncompliance with

MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the contract;

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

iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

e. 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.

**34. State Project Manager and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the State Project Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**35. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: **Mark Tyler, Esq.**

**State Project Manager /**

**Attorney for WCDSS Child Support**

**Tri-County Multipurpose Center**

**31901 Tri-County Way, Suite 101**

**Salisbury, Maryland 21804**

If to the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**36. Miscellaneous**

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

36.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

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| Contractor | State of Maryland  DEPARTMENT OF HUMAN  RESOURCES | |
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| By: | By: Paula Erdie, Director | |
|  | Wicomico County Dept. of Social Services | |
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| Approved for form and legal sufficiency  this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Assistant Attorney General |  |
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## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

Solicitation Number: WIC/CS-14-003-S

A. AUTHORITY

I HEREBY AFFIRM THAT:

I       (print name),       (title) of       (print firm name) possess the legal authority to make this affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

1. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
3. Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1) — (5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

     .

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

     .

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

     .

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

     .

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that in accordance with State Finance and Procurement Article §17-705, Annotated Code of Maryland:
2. It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article §17-702, Annotated Code of Maryland; and
3. It is not engaging in investment activities in Iran as described in State Finance and Procurement, Article §17-702, Annotated Code of Maryland.
4. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

     .

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

By:

(Print Name of Authorized Representative and Affiant)

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

(Signature of Authorized Representative and Affiant)

## ATTACHMENT C – CONTRACT AFFIDAVIT

Solicitation Number: WIC/CS-14-003-S

1. AUTHORITY

I HEREBY AFFIRM THAT:

I       (print name),       (title) of       (print firm name) possess the legal authority to make this affidavit on behalf of the business for which I am acting.

1. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

(1) Corporation —  domestic or  foreign;

(2) Limited Liability Company —  domestic or  foreign;

(3) Partnership —  domestic or  foreign;

(4) Statutory Trust — domestic or foreign;

(5)   Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

|  |  |  |
| --- | --- | --- |
| Name and Department ID Number: | |  |
| Address: |  | |

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

|  |  |  |
| --- | --- | --- |
| Name and Department ID Number: | |  |
| Address: |  | |

1. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

1. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14‑101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

1. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

1. Maintain a workplace free of drug and alcohol abuse during the term of the contract;
2. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
3. Prohibit its employees from working under the influence of drugs or alcohol;
4. Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
5. Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
6. Establish drug and alcohol abuse awareness programs to inform its employees about:
7. The dangers of drug and alcohol abuse in the workplace;
8. The business's policy of maintaining a drug and alcohol free workplace;
9. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
10. The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
11. Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
12. Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
13. Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

1. Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
2. Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
3. Take appropriate personnel action against an employee, up to and including termination; or
4. Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
5. Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

1. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
2. The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
3. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.
4. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated      , 20   , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

(Printed Name of Authorized Representative and Affiant)

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

(Signature of Authorized Representative and Affiant)

## ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

Solicitation Number: WIC/CS-14-003-S

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

## ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number: WIC/CS-14-003-S

**Eastern Shore Process Service**

A Pre-Bid Conference will be held at 1:30 PM EST, on September 10, 2014, at 31901 Tri-County Way, Suite 101 Salisbury, Maryland 21804. Please return this form by 4:00 PM EST, on September 10, 2014, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Joseph Sorrells, Procurement Officer

Wicomico County Department of Social Services

201 Baptist Street, Suite 27

Salisbury, Maryland 21801

Email: [**joseph.sorrells@maryland.gov**](file:///C:\Users\smoore\Downloads\joseph.sorrells@maryland.gov)

Fax #: (410) 3713-3910

Please indicate:

Yes, the following representatives will be in attendance:



2.

3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Proposal Conference”):

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

Signature Title

Name of Firm (please print)

## ATTACHMENT F – BID FORM INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder’s TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

A) All Unit and Extended Prices must be clearly entered in whole dollars. Make your decimal points clear and distinct (if entered manually).

1. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner (if entered manually).
2. All calculations shall be rounded to the nearest whole dollar.

E) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

F) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.

1. Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.

H) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.

I) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.

1. All Bid prices entered below are to be fully loaded firm fixed prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

K) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

L) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

## ATTACHMENT F – BID FORM

Solicitation Number: WIC/CS-14-003-S

Attachment F, the Financial Proposal Form is an excel file, and is included as a separate attachment to this IFB.

## ATTACHMENT G – MARYLAND LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS AND AFFIDAVIT OF AGREEMENT

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website [**http://www.dllr.state.md.us/labor/**](http://www.dllr.state.md.us/labor/) and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1**

**Maryland Living Wage Affidavit of Agreement**

**(submit with Bid/Proposal)**

Contract No.:

Name of Contractor:

Address:

City:       State:    Zip Code:

##### If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (Check all that apply):

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_\_\_\_\_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract;

The employee(s) proposed to work on the contract is17 years of age or younger during the duration of the contract; or

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract;

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: TYPE NAME HERE

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

Signature of Authorized Representative Date

TYPE TITLE HERE

Title

TYPE WITNESS NAME HERE

Witness Name (Typed)

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

Witness Signature Date

**(submit with Bid/Proposal)**

## ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

1. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of $300,000 or more ($500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the State’s Project Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

**ATTACHMENT H-1**

Solicitation Number: WIC/CS-14-003-S

**U.S. Department of Health and Human Services**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

|  |  |
| --- | --- |
| Award No. | Organizational Entry |
| Name and Title of Official Signing for Organizational Entry | Telephone No. Of Signing Official |
| Signature of Above Official | Date Signed |

**ATTACHMENT H-2**

Solicitation Number: WIC/CS-14-003-S

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **Type of Federal Action:**    1. Contract    2. Grant    3. Cooperative Agreement    4. Loan    5. Loan guarantee    6. Loan insurance | 1. **Status of Federal Action:**    1. Bid/offer/application    2. Initial award    3. Post-award | | 1. **Report Type:**    1. Initial filing    2. Material change   For Material Change Only:  Year       quarter  Date of last report | |
| **4. Name and Address of Reporting Entity:**  Prime  Subawardee Tier      , if known:  Congressional District, *if known*: | | 1. **If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**   Congressional District, *if known*: | | |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**    CFDA Number, *if applicable*: | | |
| **8. Federal Action Number**, *if known*: | | **9. Award Amount**, *if known*:  $ | | |
| **10. a. Name and Address of Lobbying Registrant**  (*if individual, last name, first name, MI*): | | **b. Individuals Performing Services** (*including address if* *different from No. 10a*) (*last name, first name, MI*): | | |
| **11. Amount of Payment** (*check all that apply*)  $       actual  planned | | **13. Type of Payment** (*check all that apply*)  a. retainer  b. one-time  c. commission  d. contingent fee  e. deferred  f. other; specify: | | |
| **12. Form of Payment** (*check all that apply*)  a. cash  b. in-kind; specify: nature  value | |
| **14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s),**  **employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**  *(attach Continuation Sheet(s) SF-LLLA, if necessary)* | | | | |
| **15. Continuation Sheet(s) SF-LLLA attached:**  Yes  No | | | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure. | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Telephone No.:       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **Federal Use Only:** | | | | Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97) |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT H-3**

Solicitation Number: WIC/CS-14-003-S

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Health Resources and

Service Administration

Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environh Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children’s services and that all sub-recipients shall certify accordingly.

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

Signature of Authorized Certifying Individual

|  |
| --- |
| **ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE** |

**Solicitation #** WIC/CS-14-003-S

**Reference COMAR 21.05.08.08**

**(submit with Bid/Proposal)**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Representative and Affiant)

## ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Department of Human Resources (the “Department”), and (the “Contractor”).

**RECITALS**

**WHEREAS**, the Contractor has been awarded a contract (the “Contract”) following the solicitation for **Eastern Shore Process Service**, Solicitation #**WIC/CS-14-003-S**; and

**WHEREAS**, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as **ATTACHMENT J-1**. Contractor shall update **ATTACHMENT J-1** by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor’s Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

|  |  |
| --- | --- |
| Contractor:: TYPE COMPANY'S LEGAL NAME | Department of Human Resources |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: TYPE REP'S NAME HERE | Printed Name: Paula Erdie |
| Title: TYPE REP'S TITLE HERE | Title: Director, Wicomico County Department of Social Services |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Solicitation Number: WIC/CS-14-003-S

**NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1**

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

**Printed Name and Employee (E)**

**Address of Individual/Agent or Agent (A) Signature Date**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| TYPE NAME & ADDRESS |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** |

Solicitation Number: WIC/CS-14-003-S

**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2**

**CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and TYPE CONTRACTOR LEGAL NAME (“Contractor”) dated TYPE MONTH AND DAY, 2014 (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CONTRACTOR: TYPE CONTRACTOR LEGAL NAME

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

TITLE: TYPE REP'S TITLE HERE

(Authorized Representative and Affiant)

## ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

**Solicitation #: WIC/CS-14-003-S**

This solicitation does not require a HIPAA Business Associate Agreement.

## ATTACHMENT L – MERCURY AFFIDAVIT

**Solicitation #: WIC/CS-14-003-S**

This solicitation does not include the procurement of products known to likely include mercury as a component.

## ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

**Solicitation #: WIC/CS-14-003-S**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

## ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

**Solicitation #: WIC/CS-14-003-S**

This solicitation does not require a Location of the Performance of Services Disclosure.

## ATTACHMENT O – DEPARTMENT OF HUMAN RESOURCES (DHR) HIRING AGREEMENT

**Solicitation #: WIC/CS-14-003-S**

This solicitation does not require a DHR Hiring Agreement.

## ATTACHMENT P – REQUEST FOR PRODUCTION OF DOCUMENTS

Solicitation #: WIC/CS-14-003-S

**“SAMPLE ONLY”**

|  |  |
| --- | --- |
| State of Maryland, ex. rel.  JANE DOE  STREET ADDRESS  CITY, STATE ZIP  Plaintiff  vs.  JOHN DOE  STREET ADDRESS  CITY, STATE ZIP  Defendant | IN THE  CIRCUIT COURT  FOR  WICOMICO COUNTY  MARYLAND  CASE No. COURT ORDER NO. |

**REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: JANE DOE

FROM: Bureau of Support Enforcement

Pursuant to Rule 2-422 of the Maryland Rules of Procedure (as amended), the Bureau of Support Enforcement of the Wicomico County Department of Social Services requests that you supply the following documents (or photo copies of same) on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_, at 9:00 A.M., in Courtroom 4 in the Courts Building of the Circuit Court for Wicomico County.

1) Proof of your income, including, but not limited to paystubs, W2's, 1099's, State and Federal tax returns, including Schedule C if you are self-employed, etc.; and

2) Proof of health insurance for yourself and the child(ren) named herein and the cost of same; and

3) Proof of day care expenses, and/or Purchase of Care (P.O.C.), in writing from the provider; and

4) Any extraordinary medical expense for the child(ren) named herein.

Mark A. Tyler, Esq.

Wicomico County

Department of Social Services

Bureau of Support Enforcement

201 Baptist Street, Suite 27

Salisbury, MD 21801

## ATTACHMENT Q – REPORT OF NON-SERVICE

Solicitation #: WIC/CS-14-003-S

**“SAMPLE ONLY”**

State of Maryland, ex. rel.

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

Plaintiff

vs.

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

Defendant

IN THE

CIRCUIT COURT

FOR

WICOMICO COUNTY

MARYLAND

CASE No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REPORT OF NON- SERVICE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I attempted in person service of process unsuccessfully on the above named Defendant on the following dates and in the following manners:

**DATE(S)** **SERVICE ATTEMPT**

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

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

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

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

I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant. I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief.

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

Date Name of Server (Signature)

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

Name of Server (Printed)

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

Street Address of Server

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

Telephone Number of Server

## ATTACHMENT R – MONTHLY INVOICE

Solicitation #: WIC/CS-14-003-S

**CONTRACTOR’S - LETTERHEAD / STATIONARY - “Sample Only”**

**WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES**

**EASTERN SHORE PROCESS SERVICE**

**I N V O I C E**

|  |  |  |
| --- | --- | --- |
| **Contractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Contractor’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **Federal Tax I.D. #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Invoice Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Invoice Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Invoice Period (Month/Year): \_\_\_\_\_\_\_** |
| **Agency Control #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **Purchase Order #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Bill To:**

**Mark Tyler, Esq., State Project Manager**

**Attorney for Child Support, WCDSS**

**Tri County Multipurpose Center**

**31901 Tri County Way, Suite 101**

**Salisbury, Maryland 21804**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | |  | **D** | | **E** | **G** | | **H** | |
| **1** | **Jurisdiction** | **# of Successful Service Requests** | **Fixed Unit Price per Successful Service Request** | **Amount Due this Invoice** | | | **Annual Contract Amount** | | | **Year-to-Date Expenditures** | | **Balance Due** |
| **Wicomico** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **2** | **Worcester** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **3** | **Somerset** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **4** | **Dorchester** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **5** | **Other Eastern Shore Counties of Maryland** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **6** | **Sussex, DE** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **7** | **Accomack, VA** |  | **$** | **$** | | | **$** | | | **$** | | **$** |
| **8** | **TOTAL** |  | **\*Annual Incentive Payment** | **$** | | |  | | |  | |  |
|  | **PAY THIS AMOUNT** | | | **$** | | |  | |  | |  | |
| **\* The Annual Incentive is a one-time payout based on Performance (refer to Section 3.6.3 of the IFB).** | | | | | | | | | | | | | |

**Contractor’s Project Manager Date**

|  |
| --- |
| **FOR BOSE USE ONLY**  Approved for payment on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  State Project Manager or Designee |

ATTACHMENT S – AFFIDAVIT OF BIDDER QUALIFICATIONS

Solicitation No.: **WIC/CS-14-003-S**

Contractor Name:

Address:

Telephone Number:

IMPORTANT NOTE: ALL FIVE (5) ITEMS MUST BE ANSWERED

1. **Experience:** Must show at least $3,000 in aggregate business of service of process within Maryland **for each of** 2012 and 2013 (i.e. $6,000 over the 2 years) and at least $2,000 in aggregate business of service of process within Maryland thus far for 2014.

1. **References:** List three (3) references in each of the past 3 years evidencing a minimum annual billing total of at least $200.00 received from each reference (each reference shall include a contact person, current telephone number and email address). These references can be the same for each year or different references for each year; i.e. between 3 and 9 total references may be submitted.

For each reference, include a contact person, current telephone number and email address.

2014



2013



2012



**3) Rule 2-121, Maryland Rules of Civil Procedure:** Acknowledge and certify understanding of Rule 2-121for service by posting or publication.

**4) I affirm I will serve all processes** assigned by the Bureau of Support Enforcement (BOSE) throughout the State of Maryland, for the duration of this Contract for the Bid amounts submitted on the **Bid Price Form (Attachment F)**.

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

Signature of Person Authorized to Bind all Statements, Services and Bid Date

## ATTACHMENT T – AFFIDAVIT OF SERVICE

Solicitation No.: **WIC/CS-14-003-S**

|  |  |  |
| --- | --- | --- |
| State of Maryland, ex. Rel. |  | IN THE |
|  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | CIRCUIT COURT |
| Plaintiff |  |  |
|  |  | FOR |
| vs |  |  |
|  |  | WICOMICO COUNTY |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| Defendant |  | MARYLAND |
|  |  |  |
|  |  | CASE No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**AFFIDAVIT OF SERVICE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. certify that I served a copy of the attached \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by the Wicomico County Circuit to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_:\_\_\_\_\_\_\_ \_\_\_.m. on \_\_\_/\_\_\_/\_\_\_/ at the following location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by hand delivery. The Defendant’s identity was verified by photo identification.

Description of the Person Served: Race \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best

of my knowledge, information and belief.

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

Date Name of Server (Signature)

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

Name of Server (Printed)

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

Street Address of Server

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

Telephone Number of Server

## ATTACHMENT U – HISTORICAL PERFORMANCE DATA

**Solicitation #: WIC/CS-14-003-S**

**In any month where the number of “Service Requests Processed” exceeds the number of “Service Requested”, the number of “Service Requests Processed” includes “Service Requested” from a prior month.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2011** | | | | |  | **2012** | | | | | | | | |
| **Month** | **Service**  **Requested** | | **\*Service Requests**  **Processed** | **%**  **Successfully**  **Served** |  | **Month** | | | **Service**  **Requested** | | **\*Service Requests**  **Processed** | | **%**  **Successfully**  **Served** | |
| **May** | **162** | | **56** | **34.57%** |  | **January** | | | **45** | | **73** | | **162.22%** | |
| **June** | **113** | | **118** | **104.42%** |  | **February** | | | **83** | | **50** | | **60.24%** | |
| **July** | **87** | | **62** | **71.26%** |  | **March** | | | **108** | | **98** | | **90.74%** | |
| **August** | **106** | | **61** | **57.55%** |  | **April** | | | **89** | | **78** | | **87.64%** | |
| **September** | **79** | | **57** | **72.15%** |  | **May** | | | **120** | | **98** | | **81.67%** | |
| **October** | **89** | | **61** | **68.54%** |  | **June** | | | **69** | | **93** | | **134.78%** | |
| **November** | **128** | | **102** | **79.69%** |  | **July** | | | **88** | | **76** | | **86.36%** | |
| **December** | **95** | | **73** | **76.84%** |  | **August** | | | **111** | | **38** | | **34.23%** | |
| **Success Rate** | **859** | | **590** | **68.68%** |  | **September** | | | **94** | | **68** | | **72.34%** | |
| **2013** | | | | |  | **October** | | | **102** | | **83** | | **81.37%** | |
| **January** | **97** | **92** | | **94.85%** |  | **November** | | | **98** | | **66** | | **67.35%** | |
| **February** | **48** | **102** | | **212.50%** |  | **December** | | | **71** | | **51** | | **71.83%** | |
| **March** | **105** | **39** | | **37.14%** |  | **Success Rate** | | | **1078** | | **872** | | **80.89%** | |
| **April** | **63** | **104** | | **165.08%** |  | **2014** | | | | | | | | |
| **May** | **77** | **80** | | **103.90%** |  | | **January** | **109** | | **52** | | **47.71%** | |
| **June** | **85** | **39** | | **45.88%** |  | | **February** | **102** | | **56** | | **54.90%** | |
| **July** | **124** | **82** | | **66.13%** |  | | **March** | **31** | | **49** | | **158.06%** | |
| **August** | **100** | **91** | | **91.00%** |  | | **April** | **92** | | **51** | | **55.43%** | |
| **September** | **85** | **60** | | **70.59%** |  | | **May** |  | |  | |  | |
| **October** | **66** | **84** | | **127.27%** |  | | **June** |  | |  | |  | |
| **November** | **74** | **39** | | **52.70%** |  | | **Success Rate** | **334** | | **208** | | **62.28%** | |
| **December** | **35** | **50** | | **142.86%** |  | |  |  | |  | |  | |
| **Success Rate** | **959** | **862** | | **89.89%** |  | |  |  | |  | |  | |

## ATTACHMENT V – MONTH STATISTICAL REPORT

**Solicitation #: WIC-CS-14-003-S**

**WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES**

**EASTERN SHORE PROCESS SERVICE**

Report Month/Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Jurisdiction** | **# Referred** | **# Withdrawn** | **# Returned Non-Service** | **# Successfully Served** |
| **Wicomico** |  |  |  |  |
| **Worcester** |  |  |  |  |
| **Somerset** |  |  |  |  |
| **Dorchester** |  |  |  |  |
| **Other Eastern Shore Counties of Maryland** |  |  |  |  |
| **Sussex County, DE** |  |  |  |  |
| **Accomack County, VA** |  |  |  |  |
| **Total Number** |  |  |  |  |

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

Signature of Contractor’s Project Manager Date

## ATTACHMENT W – VERIFICATION OF RECEIPT FORM

**Solicitation #: WIC/CS-14-003-S**

**WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES**

**EASTERN SHORE PROCESS SERVICE**

**Circle One: Pick- up or Drop -off Date and Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Original for County – Copy for Contractor)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Jurisdiction** | **# Referred** | **# Withdrawn** | **# Returned Non-Service** | **# Successfully Served** |
| **Wicomico** |  |  |  |  |
| **Worcester** |  |  |  |  |
| **Somerset** |  |  |  |  |
| **Dorchester** |  |  |  |  |
| **Other Eastern Shore Counties of Maryland** |  |  |  |  |
| **Sussex, DE** |  |  |  |  |
| **Accomack, VA** |  |  |  |  |
| **Total Number** |  |  |  |  |

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

Printed Name and Signature for Contractor Date

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

Printed Name and Signature of BOSE Legal Assistant Date

## ATTACHMENT X – CONTRACT COMPLIANCE CHECKLIST AND TIME FRAMES

**Solicitation #: WIC/CS-14-003-S**

**(This document may not be inclusive of all Contract requirements – additional lines may be added as needed)**

**AGENCY CONTROL #: WIC/CS-14-003-S**

**SOLICITATION TITLE: EASTERN SHORE PROCESS SERVICE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **START-UP ACTIVITIES – IDENTIFY AS DAILY, WEEKLY, MONTHLY, OTHER (as necessary)** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
| Implementation Plan | Due at the Post-Award Kick-Off Meeting | **Final Implementation Plan** |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FULL PERFORMANCE ACTIVITIES – DAILY** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
| Pick-up of Request for Service | Upon Notification | **Verification of Receipt Form** **(Attachment Y**) |  |  |
| Drop-off of Request for Service | Upon Notification | **Verification of Receipt Form**  (**Attachment Y**) |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FULL PERFORMANCE ACTIVITIES – WEEKLY** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FULL PERFORMANCE ACTIVITIES – MONTHLY** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
| Performance Monitoring | Monthly Review | **Monthly Statistical Report** (**Attachment X**) |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FULL PERFORMANCE ACTIVITIES – ANNUALLY** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
| Performance Monitoring | Annual Review | **Verification of Receipt Form** (**Attachment Y**)  **Monthly Statistical Report** (**Attachment X**) |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FULL PERFORMANCE ACTIVITIES – OTHER (one time only, as requested, etc.)** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **REPORTS** | | | |
| **Report Requirements / Section** | **Time Frame** | **Report Sent To** | **Date Received / Initials** |
| **Monthly Invoice** (**Attachment R**) | Due by the 15th of the month following the report month | State Project Manager |  |
| **Monthly Statistical Report** (**Attachment X**) | Due by the 15th of the month for services provided in the preceding month | State Project Manager |  |
| **Recall of Request for Services** (**Attachment P**) | Due no later than seven (7) Business Days after receipt of notification that the Request for Service is withdrawn | BOSE Legal Assistant |  |
| **Report of Non-Service** (**Attachment Q**) | Due two (2) Business Days before the scheduled court date listed on the Request for Service | BOSE Legal Assistant |  |
| **Successful Service** (**Attachment P** and **Attachment T**) | Due no later than seven (7) Business Days after Successful Service: or, at a minimum, no later than two (2) Business Days prior to the court date in the Request for Service, whichever occurs sooner. | State Project Manager |  |

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| --- | --- | --- | --- | --- |
| **MEETINGS** | | | | |
| **Meeting Requirement / Section** | **Frequency of Meeting** | **Location of Meeting** | **Length of Meeting** | **Date Meeting Held / Initials** |
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| **CONTRACT CLOSE OUT** | | | | |
| **Activity** | **Time Frame** | **Evidence of Completion** | **Evidence Received/Approved By** | **Date Received / Initials** |
|  |  |  |  |  |
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## ATTACHMENT Y – CHECKLIST FOR BID SUBMISSION

**Solicitation #: WIC/CS-14-003-S**

**Place this completed form at the front of the Bid**

|  |  |  |
| --- | --- | --- |
| **The Forms below are explained throughout the IFB as well as instructions regarding their completion and submission. It is mandatory that these Forms are submitted with each Bid. The accurate completion and submission of these Forms will determine each Bidder's responsiveness to the IFB.** | | |
| **REQUIREMENTS FOR**  **INVITATION FOR BID** | **bidder’s initial**  **if completed& included with bid** | **Procurement**  **Officer’s INITIAL IF COMPLETED & INCLUDED WITH BID** |
| **Bid Label (refer to Section 4.2)** |  |  |
| **Transmittal Letter (refer to Section 4.4.1)** |  |  |
| **Minimum Qualifications Documentation (refer to Section 4.4.2)** |  |  |
| **Bid Form (Attachment F)** |  |  |
| **Bid Affidavit (Attachment B)** |  |  |
| **Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1)** |  |  |
| **Federal Funds (Attachment H)** |  |  |
| **Conflict of Interest Affidavit and Disclosure (Attachment I)** |  |  |
| **Non-Disclosure Agreement (Attachment J)** |  |  |
| **Affidavit of Minimum Qualifications (Attachment S)** |  |  |
| **References (refer to Section 4.4.5)** |  |  |
| **List of Current or Prior State Contracts (refer to Section 4.4.6)** |  |  |
| **Financial Capabilities (refer to Section 4.4.7)** |  |  |
| **Certificate of Insurance (refer to Section 4.4.8)** |  |  |
| **Subcontractors (refer to Section 4.4.9)** |  |  |
| **Legal Action Summary (refer to Section 4.4.10)** |  |  |

**Bid Prepared by (Please Print Name and Title)**

**Signature Date**