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**DEPARTMENT OF HUMAN RESOURCES**

**CHILD SUPPORT ENFORCEMENT ADMINISTRATION**

**SMALL PROCUREMENT SOLICITATION FOR**

**INTERSTATE GENETIC PATERNITY TESTING SERVICES**

**DHR AGENCY CONTROL NUMBER: CSEA/DNA/16-002-S**

**APRIL 22, 2016**

1. **SUMMARY STATEMENT**

The Maryland Department of Human Resources’ Child Support Enforcement Administration (CSEA) intends to acquire genetic paternity testing services for the purpose of establishing paternity in contested *interstate* child support cases. The intended services are to produce genetic paternity testing determinations in cases in which at least one parent and/or the child resides outside the State of Maryland and at least one parent and/or the child resides within the State of Maryland. The anticipated duration of the services to be provided under this Contract is for a four and one half (4 1/2) month period beginning May 16, 2016 and ending September 30, 2016.

1. **BACKGROUND**

CSEA is responsible for the delivery of child support services in the State of Maryland. These services include parent location, establishment of paternity, establishment and enforcement of child and medical support obligations, review and adjustment of support obligations, and the collection and disbursement of child support payments.

State and federal laws and regulations require genetic paternity testing in applicable, contested child support cases. Some of these child support cases are interstate cases. CSEA has provided interstate genetic paternity testing services under Contract since 1999. Each of Maryland’s twenty-four (24) jurisdictions has a Genetic Testing Liaison who requests the genetic paternity testing services for all interstate genetic paternity testing cases in each jurisdiction. A list identifying the Genetic Testing Liaison for each jurisdiction will be provided to the awardee.

1. **DEFINED TERMS**

Terms and abbreviations in this Solicitation shall be interpreted in accordance with context of the specific usage, the definitions provided in **Attachment F** to this Solicitation, common usage in the genetic paternity testing industry, and common usage in the English language.

1. **SCOPE OF THE PROJECT**

The Contractor shall provide genetic paternity testing determination services in IV-D cases in which genetic specimen must be collected from at least one parent and/or child who resides outside of the State of Maryland and from at least one parent and/or child who resides within the State of Maryland. The Contractor shall, in accordance with the Contractor Requirements specified below, schedule all genetic specimen collections, conduct the specimen collection, and complete genetic paternity testing determination reports that are admissible in Maryland courts pursuant to Md. Code Ann., Family Law § 5–1029.

CSEA estimates that it will require approximately 250 genetic paternity testing determinations under the Contract resulting from this solicitation and that it will request over half of those determinations within the first month of the contractual term.   The analysis required to make 250 genetic paternity testing determinations is estimated to involve approximately 500 genetic specimens collected outside the State of Maryland, approximately 125 genetic specimens collected within the State of Maryland, and approximately 125 genetic specimens or genetic profiles resulting from partial specimen collection cases as described in Section 6.2.1.  The actual number of tests to be performed and specimens to be collected cannot be guaranteed and may be higher or lower than the estimates provided.

1. **OFFEROR QUALIFICATIONS**

The Offeror shall have the following qualifications:

1. The Offeror shall be an AABB Accredited Relationship (DNA) Testing Facility.
2. The Offeror must be on CSEA’s list of paternity testing laboratories. See Md. Code Ann., Family Law Article § 5‑1029(c) and COMAR 07.07.04.04.
3. The Offeror shall have at least one (1) year prior experience providing interstate genetic paternity testing services for at least three (3) other state government child support entities. For purposes of this qualification, interstate genetic paternity testing services must have included collections of genetic specimens from at least fifteen (15) different states.
4. **CONTRACTOR REQUIREMENTS**

## *Qualifications*. The Contractor shall maintain AABB accreditation as a Relationship (DNA) Testing Facility and shall utilize the best practices identified by AABB at all times, including but not limited to its procedures involved in the collection of samples, the transmission of those samples to its laboratories, and the analysis of those samples in making genetic paternity testing determinations.

## *Specimen Collection*. The Contractor shall arrange for Sample Collectors to collect genetic specimens as required in interstate cases, whether within or outside the State of Maryland, by means of a routine noninvasive buccal swab, for purposes of ascertaining whether a putative father can be excluded as a biological father in child support cases.

## *Partial Specimen Collection Cases*. In cases where CSEA has obtained a genetic specimen from an individual involved in an interstate case through an accredited laboratory, the Contractor shall receive the genetic specimen and/or genetic profile, along with completed chain-of-custody forms, from the laboratory in accordance with procedures recognized by AABB. Where consistent with best practices in the industry and AABB standards, the Contractor shall use the genetic specimen and/or the completed genetic profiles in completing the Genetic Paternity Testing Determination Report in those cases. No later than five (5) Business Days following receipt of the unprocessed specimen and/or genetic profile, the Contractor shall notify the State Project Manager if the genetic specimen or genetic profile cannot be used to make a genetic paternity testing determination. In those cases, the State Project Manager will determine whether the Contractor should proceed to schedule the recollection of a genetic specimen from that individual. In cases where the Contractor has previously obtained a genetic specimen from an individual in one case who is involved in any other case(s), the Contractor shall use the genetic profile obtained from the first specimen collection to make a genetic paternity testing determination in the subsequent case(s).

## *Scheduling.* No later than five (5) Business Days after notice by the Genetic Testing Liaison of the names and addresses of individuals involved in an interstate genetic paternity testing case, the Contractor shall schedule the specimen collection for the designated individuals who have not previously submitted genetic specimen. The schedule shall provide for the collection to occur within a date range specified by the Genetic Testing Liaison for each individual. Upon scheduling the collection, the Contractor shall notify the applicable Genetic Testing Liaison via email with the date, time, and location where the specimen collection is scheduled to occur. The Genetic Testing Liaison will then notify the individuals of the pertinent details of the specimen collection appointments.

The Contractor shall, in consultation with the Genetic Testing Liaison, schedule the collection to occur at a site reasonably convenient to the individual’s residence address. The collection site shall be at an accredited laboratory facility, at a regularly scheduled collection site in a jurisdiction within Maryland (see **Attachment I** for the current schedule and location in each jurisdiction), or at any other appropriate location upon the approval of the Genetic Testing Liaison.

## *No Show Notification.* The Contractor shall notify the Genetic Testing Liaison by email within forty-eight (48) hours after any individual fails to appear for any scheduled appointment or refuses to submit a specimen for genetic paternity testing.

## *Specimen Collection Standards.* The Contractor’s specimen collection methodology shall be sufficient to make genetic paternity testing determinations with accuracy rates consistent with those obtained through best practices in the industry as established by AABB. The specimen must be sufficient to make genetic paternity testing determinations in cases in which the mother is deceased or unavailable and in cases where a genetic specimen may be taken from a biological relative of an unavailable or deceased putative father. When the child, mother, and putative father are all tested, the methodology must be sufficient to exclude at least 99.9% of the population as biological fathers of the child.

## *Collection Materials.* The Contractor shall, consistently with AABB guidelines, supply all materials necessary for the Sample Collectors’ collection, preservation, preparation, and shipment of specimen in a manner that precludes contamination, tampering, or substitution of specimens and otherwise ensures the integrity of the testing methodology. The Contractor shall supply the camera, color printer, and all supplies, including a back-up camera and supplies in case of any equipment malfunction, needed for completing the Chain-of-Custody documentation.

## *Chain of Custody*. The Contractor shall document the collection, preservation, preparation, and shipment of specimen on Chain-of-Custody forms. The Sample Collector shall copy and record all information needed for the completion of Chain-of-Custody forms. The Contractor shall create the Chain-of-Custody forms subject to the approval of the State Project Manager.The Contractor shall develop written procedures, in consultation with the State Project Manager, for photographing each person from whom specimen is collected and to include the photograph(s) on the Chain-of-Custody form. In addition, the Contractor shall make and attach full color copies of a government-issued photo identification card, such as a State-issued driver’s license, State-issued identification card, or Passport, to the Chain-of-Custody form. The Contractor shall record any variances or discrepancies regarding the validity of the identification on the Chain-of-Custody form and shall not engage the person providing the specimen regarding the validity of the identification.

## *Specimen Analysis.* The Contractor shall analyze all specimens promptly upon receipt to produce a genetic profile. If a recollection of specimen is necessary for any reason, the Contractor shall contact the applicable Genetic Testing Liaison immediately upon discovery of the need for recollection.

## *Genetic Paternity Testing Determination Reports.* The Contractor shall provide the applicable Genetic Testing Liaison with a Paternity Determination Report on each completed case. The Paternity Determination Report must comply with all relevant provisions of Md. Code Ann., Family Law § 5-1029 governing the admissibility of laboratory reports of genetic paternity testing determinations. The State Project Manager must approve the form of the report and may request modifications to the form of the report if a tribunal requires the report to be presented in a different manner.

## The Genetic Paternity Testing Determination Report must be signed by the authorized scientist at the laboratory and must state that the result of the genetic test is as stated in the report. *See* Fam. Law § 5-1029(f)(3)(i)(2). The Contractor shall mail two (2) copies of the Paternity Determination Report, along with the original Chain of Custody form, to the Genetic Testing Liaison for the jurisdiction that requested the report. The Paternity Determination Report is due no later than fourteen (14) days after the Contractor receives or collects the final specimen needed for the paternity determination.

## *Communication*. The Contractor must provide a mechanism for each Genetic Testing Liaison to request genetic paternity testing determinations, to request that specific individuals be scheduled for genetic specimen collection, to request status reports, case information, and additional copies of a Genetic Paternity Determination report and/or Chain of Custody reports, and to receive responses to those requests. The mechanism may be provided through phone, email, facsimile or any other medium, so long as appropriate safeguards are established to protect the confidentiality of the highly sensitive personal information that must be transmitted. The final mechanism for communication shall be approved by the State Project Manager.

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## *Transition Out.* The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for genetic paternity testing services, proceeding in accordance with the directions of the State Project Manager. Those directions may include, but are not limited to: transferring completed genetic profiles or genetic specimen to the vendor awarded a subsequent contract for paternity testing services and producing reports itemizing all information regarding incomplete cases. In addition, the Contractor shall provide a Comprehensive Interstate Contract Summary Report which combines all reports submitted to the State Project Manager during the contract term. See Section 6.6. The report shall be submitted by email, in an encrypted, password-protected Microsoft Excel file.

## *Reports*. The Contractor shall submit a Monthly Interstate Collection Report to the State Project Manager, by email, in an encrypted, password-protected Microsoft Excel file, that itemizes, by jurisdiction, each individual involved in every active case in which a genetic paternity determination report had not been issued prior to the first day of the calendar month. The itemization should contain, at minimum, the county of the requesting Genetic Testing Liaison, the CSES case number, the case status, the amount billed for the genetic profile of that individual, the date of the invoice for the billing, the date of the first genetic specimen collection taken in the case, the test type, the paternity determination, the name, date of birth, race, and relationship of the child to the listed participant, the date the genetic specimen was collected, the date the genetic profile was completed, the number of genetic specimen remaining to be collected in the case, the date the genetic testing determination report was issued (if done), and any comments regarding the case status (including any explanation why specimen have not been collected for any incomplete cases). The Monthly Interstate Report should also include subtotals for the amounts billed to each jurisdiction in the report month, and formatted to allow for data reports for each jurisdiction. The report is due with the invoice and no later than the 15th day of the month following the report month. See Attachment J for a sample Monthly Interstate Collection Report.

## *Security and Information Technology.* The Contractor shall maintain the applicable security and information technology requirements specified in Attachment H to this Solicitation.

## *Insurance.* 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 $1,000,000 per occurrence and $3,000,000 aggregate. The Contractor shall also 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. The State shall be listed as an additional insured on the Commercial General Liability Insurance and the Automobile and/or Commercial Truck Insurance policies, and the Contractor shall provide the State Project Manager with a certificate of insurance for those policies to the State Project Manager by the close of business on the first date of the contract term. The Contractor shall also maintain any other insurance policies as may be required by law, including but not limited to worker’s compensation insurance. All insurance policies shall be maintained with a company licensed by the State to do business and to provide such policies.

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1. **CONTRACT TERM AND DELIVERABLES**

The Contract resulting from this solicitation will be for a four and a half (4 1/2) month period beginning May 16, 2016 and ending on September 30, 2016.

1. **STATE PROJECT MANAGER**

The State Project Manager for this Contract is:

Tiara Sykes

State Project Manager

Department of Human Resources/Child Support Enforcement Administration

Grants and Contract Services Division

311 W. Saratoga Street, 3rd Floor

Baltimore, Maryland 21201

Phone Number: 410-767-5029

Fax Number: 410-333-0952

E-mail: [Tiara.Sykes@maryland.gov](mailto:Tiara.Sykes@maryland.gov)

After Contract award, this person will serve as the primary point of contact for the Contractor in regards to the Contract resulting from this solicitation. However, for certain contract related actions, the Procurement Officer may communicate with the Contractor. The Department may change the State Project Manager at any time by written notice.

1. **SUBMISSION INFORMATION**

**9.1 Delivery**

The original, to be so identified, and three (3) copies of each Proposal must be received by the Procurement Officer by **May 2, 2016 at 11:00 AM** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited modifications to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. Multiple and/or alternative proposals will not be accepted.

Proposals are to be delivered by hand delivery or mail to:

**Sang Kang**

**Department of Human Resources**

**311 W. Saratoga Street**

**Baltimore, MD 21201**

**Phone: 410-767-7404 Fax: 410-333-0258**

**Oral, electronic mail, and facsimile Proposals will not be accepted.** Inquiries must be directed to the Department at the above telephone number and email address.

**9.2 Two-Part Submission.**

Offerors shall submit Proposals in separate volumes:

1. Volume I – TECHNICAL PROPOSAL
2. Volume II – FINANCIAL PROPOSAL

Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each volume shall contain an unbound original, so identified, and three (3) copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

* The Small Procurement title and number,
* Name and address of the Offeror, and
* Closing date and time for receipt of Proposals

**9.3 Technical Proposal (Volume I)**

**The Technical Proposal Submission shall not include any pricing information (pricing information is to be included only in the Financial Proposal (Volume II) (see Section 9.4, below).** The Technical Proposal Submission shall include the following:

9.3.1 ***Transmittal Letter***. The Technical Proposal shall contain a transmittal letter, printed on the vendor’s letterhead. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title and number of the solicitation and include the Offeror’s name and complete address, federal tax identification or social security number, eMaryland Marketplace number (if registered), and the name, title, e-mail address and telephone number of the primary contact for the Offeror. The letter must also acknowledge receipt of any amendments issued against the solicitation. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

The letter shall express the Offeror’s acceptance of all the terms and conditions in this Solicitation, including the Contract **(Attachment A)** and all Addenda thereto, except to the extent that an Offeror identifies any exceptions it has taken to any specific term or conditions therein. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

The Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization in the Technical Proposal.

Offerors should give specific attention to identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4, Annotated Code of Maryland. The Transmittal Letter should so identify any portion of the proposal so deemed confidential, proprietary, or trade secret and justify the claim. The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

By submitting a response to this solicitation, the Offeror is deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, 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.

**An individual, who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal must sign the Transmittal letter.**

9.3.2 ***Offeror Qualifications, References & Financial Capability***.

9.3.2.1 The Offeror shall submit a copy of its certificate evidencing that it is an AABB Accredited Relationship (DNA) Testing Facility.

9.3.2.2 The Offeror shall provide full telephone and email contact information of references from at least three other state government child support entities, the amount of contractual services provided by the Offeror to the listed entity, and the number of states in which the Offeror collected genetic specimen on behalf of that entity.

The Department reserves the right to request additional references or to utilize references not provided by the Offeror. The Offeror shall include information on past experience with similar projects and/or services.

9.3.2.3 The Offeror shall include, in its Technical Proposal, independently audited Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years.

9.3.2.4 The Offeror shall describe any legal actions or potential claims against the Offeror that are have been settled or closed within the past five (5) years or that remain outstanding on the date of the Proposal.

9.3.3 ***Offeror’s Technical Response and Proposed Work Plan.*** The Offeror shall address each Contractor Requirement (Section 6) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). The Offeror shall describe a Work Plan, including **section-by-section** explanations of the specific methodology and techniques to be used by the Offeror in providing the required services. In addition, the Work Plan shall include but not be limited to the following:

9.3.3.1 A detailed explanation of the geographic area in which the Offeror will collect genetic specimen, both within and outside the State of Maryland. The plan shall specify the methodology the Offeror would employ to schedule the specimen collection at a site reasonably convenient to the target individuals’ residence, including any provisions for collection of specimen from individuals who reside in distant, remote or difficult to access areas, who are incarcerated, who are deceased, who are otherwise confined to a home or any institution due to physical or mental disability, or who reside outside the United States of America.

9.3.3.2 A detailed explanation of the Offeror’s capacity for utilizing genetic profiles and/or genetic specimen that may be or have been obtained from other AABB Accredited Relationship (DNA) Testing Facilities in generating the Genetic Paternity Testing Determination report in interstate cases.

9.3.3.3 The proposed methodology for collecting, preserving, preparing, and shipping genetic specimen pursuant to Section 6.2, including but not limited to a description of the buccal swabs, any specific procedures to be employed with uncooperative subjects, and the Offeror’s proposed methods for protecting the chain of custody of the specimen. The Offeror’s shall also submit its Chain-of-Custody Form.

9.3.3.4 A sample of the Genetic Paternity Testing Determination Report that the Offeror would submit pursuant to Section 6.3.

9.3.3.5 An explanation of how the Offeror plans to communicate with the Genetic Testing Liaisons regarding scheduling, status reports, case information, and requests for copies of reports.

9.3.4 ***Experience and Qualifications of Proposed Staff***. The Offeror shall identify the number and types of staff proposed to be utilized under the Contract. The Offeror shall describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities, as detailed in the Work Plan.

9.3.5 ***Subcontractors****.* The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

**9.3.6 *Proposal Affidavit*.**  The Technical Proposal shall contain a completed and signed Proposal Affidavit (**Attachment B).**

**9.4 Financial Proposal (Volume II)**

Under separate, sealed cover from the Technical Proposal and clearly identified in the format identified above, the Offeror shall submit an original, so identified, and three (3) copies. The Financial Proposal shall contain all price information in the format specified in **Attachments D and E**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

1. **SELECTION CRITERIA**

**10.1 Evaluation Committee**

Evaluation of Proposals will be performed in accordance with COMAR 21.05.07 and 21.05.03.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions (if any), and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

**10.2 Technical Proposal Evaluation Criteria**

The technical proposals will be evaluated to determine the Proposal that is most advantageous to the State. In this evaluation, the criteria to be used will include, in descending order of importance:

(1) The Offeror’s Technical Response and Work Plan,

(2) The Offeror’s Qualifications and Capabilities (including its proposed subcontractors), and

(3) The Experience and Qualifications of Proposal Staff.

The State prefers an Offeror’s response to work requirements in this solicitation that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. Upon completion of the evaluation of the technical proposals, the Proposals will be ranked from the lowest (most advantageous) to the highest (least advantageous).

**10.3** **Financial Proposal Evaluation Criteria**

All qualified Offerors deemed reasonably susceptible for award will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this solicitation and as submitted on **Attachment E** - Financial Proposal Form.

**10.4 Selection Procedures**

**10.4.1 General.** The Competitive Sealed Proposals (CSP) method at COMAR 21.05.03.03 provides the framework for the selection procedures to be used by the Evaluatoin Committee. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror’s Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror’s Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror’s Financial Proposal will subsequently be returned if the Financial Proposal is unopened at the time of the determination.

**10.4.2 Selection Process Sequence.** Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Technical Proposal. Technical Proposals are ranked prior to evaluating the Financial Proposals.

Upon completion of the ranking of the Technical Proposals, the Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire Proposal. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

**11. BASIS FOR AWARD DETERMINATION**

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

**12. DEPARTMENT CONTRACT**

The successful Offeror shall sign and return a Contract (**Attachment A**) and a Non-Disclosure Agreeement (**Attachment C**) prior to the start date for the term of the Contract.

**13. CANCELLATION OF PROPOSALS**

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State’s best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

**14. ACCEPTANCE OF PROPOSALS**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this Solicitation, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

**15. TIME OF PROPOSAL ACCEPTANCE**

The content of this Solicitation and the Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal are irrevocable for 90 days after the closing date for receipt of Financial Proposals or Best and Final Offers, if requested. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

**16. PAYMENT**

The successful vendor shall bill the Department monthly in accordance with the following terms:

1. All invoices for services shall be signed by the Contractor and submitted electronically to the State Project Manager by the 15th of each month for services completed during the preceding month. For purposes of invoicing, services are complete only when a genetic profile is created from a genetic specimen analyzed by the Contractor.

Services requested from each Maryland county or jurisdiction should be separately invoiced with a unique invoice number and include the following information (**See Attachment K**):

* Contractor name;
* Remittance address;
* Federal taxpayer identification number
* Invoice period;
* Invoice date;
* Invoice number;
* State assigned Contract number;
* State assigned Purchase Order number(s);
* Goods or services provided. The description of the services shall list the number of genetic specimen for which a genetic profile was completed in the jurisdiction during the invoice period, the Fixed Unit Price Per Test for which the genetic profile was completed, and the total amount due for the jurisdiction.

Payment is contingent upon certification by each jurisdiction’s Genetic Testing Liaisonthat the invoiced amount is consistent with the number of genetic profiles completed. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the 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.

**17. PROCUREMENT METHOD**

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost $25,000 or less.

**18. ATTACHMENTS**

Attachment A – Contract

Attachment B – Proposal Affidavit

Attachment C – Non-Disclosure Agreement

Attachment D – Financial Proposal Instructions

Attachment E – Financial Proposal Form

Attachment F - Definitions

Attachment G – Genetic Testing for Interstate Collections

Attachment H – Security Requirements

Attachment I – State Collection Sites & Days

Attachment J – Monthly Interstate Collection Report- Sample

Attachment K – Jurisdiction Interstate Monthly Invoice - Sample

**Minority Business Enterprises are strongly encouraged to respond to this solicitation.**

ATTACHMENT A – CONTRACT

**CSEA/DNA-16-002-S**

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| **SMALL PROCUREMENT STANDARD SERVICES CONTRACT**  **BETWEEN**  **MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES**  **CHILD SUPPORT ENFORCEMENT ADMINISTRATION**  **311 W. SARATOGA STREET**  **BALTIMORE, MARYLAND 21201**  **AND**        **FOR**  **INTERSTATE GENETIC PATERNITY TESTING SERVICES**  THIS CONTRACT, effective as of      , by and between the Maryland State Department of Human Resources Child Support Enforcement Administration, hereinafter abbreviated as the "DHR/CSEA" and       a       hereinafter referred to as the "CONTRACTOR".  The DHR/CSEA and the CONTRACTOR do mutually agree as follows:  **I.**  **PROGRAM AND SERVICES TO BE PROVIDED**  Subject to the continuing availability of the State and /or federal funds, the DHR/CSEA shall purchase the CONTRACTOR'S services and the CONTRACTOR shall provide interstate genetic paternity testing services. These services shall be provided in accordance with the terms and conditions of this Agreement, the Small Procurement Solicitation for Interstate Genetic Paternity Testing Services, attached as Appendix A and incorporated as part of this Agreement, and the CONTRACTOR’S Proposal in its entirety, dated      , attached as Appendix B and incorporated as part of this Agreement.  **II.**  **TERM OF AGREEMENT**  Performance under this Agreement shall commence on       and shall continue until agreed upon services are completed, but in any case no later than      . The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHR/CSEA, in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (d) or (e) of this contract.  **III.**  **COSTS AND EFFICIENCY**   1. The cost to the DHR/CSEA for the services to be provided by the CONTRACTOR under the Agreement shall not exceed:       Dollars (     ).   (b) METHOD OF PAYMENT:Payments by the Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.  (c) Payment of these funds is conditional upon the DHR/CSEA receiving funds as specified to pay for the total costs of the services set forth in the Appendix from      .  If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHR/CSEA shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.  If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHR/CSEA reserves the right in its sole discretion to reduce the total amount of funding under the contract.  (d) The CONTRACTOR'S Federal Tax identification Number is      .  The CONTRACTOR agrees to include this number on all invoices billed to the DHR/CSEA. The DHR/CSEA may withhold payment for failure to comply with this provision.  The CONTRACTOR'S Social Security Number is       (individual contractor only). This number will be used for disbursement and tax purposes only.  **IV.**  **GENERAL PROVISIONS AND CONDITIONS**  (a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.  (b) The DEPARTMENT designates Tiara Sykes, 311 W. Saratoga Street, 3rd Floor, Baltimore, MD 21201, (410) 767-5029, (410) 333-0952 (fax) and tiara.sykes@maryland.gov, or designee, to serve as State Project Manager for this Agreement. The CONTRACTOR shall designate INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. All contact between the DHR/CSEA and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/CSEA'sdesignated State Project Manager.  (c) Amendment of Agreement: This Agreement may be amended as the DHR/CSEA and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.  (d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.  (e) Termination for Convenience: The performance of work under this Agreement may be terminated by the DHR/CSEA in accordance with this clause in whole, or from time to time in part, whenever the State Project Manager shall determine that such termination is in the best interest of the State. The DHR/CSEA will pay all reasonable costs associated with this Agreement that the CONTRACTOR has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the CONTRACTOR shall not be reimbursed for any anticipatory profits which 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 governedby the provisions of COMAR 21.07.01.12A(2).  (f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHR/CSEA may terminate the Agreement. Prior to terminating this Agreement, the DHR/CSEA shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/CSEA may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination All finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHR/CSEA’s option, become the State's property. The DHR/CSEA 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 DHR/CSEA can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.  (g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the State Project Manager's decision.  (h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than seven years after the date of final payment, a resolution of audit findings, or disposition of non‑expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHR/CSEA.  (i) Anti‑Bribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.  (j) Non‑liability of the DHR/CSEA: It is understood and agreed that the DHR/CSEA shall not be liable in any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.  (k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.  (l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHR/CSEA, it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) 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: (3) provide different or separate aid, benefits, or services 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 aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.  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 DHR/CSEA’s program with respect to individuals with disabilities.  (m) The CONTRACTOR, if providing direct services to the DHR/CSEA's clients, agrees to include an acknowledgment of funding received from the DHR/CSEA under this contract in any and all related publications. "Related publications" are not limited to publications funded under the contract.  THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.  IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.   |  |  |  | | --- | --- | --- | | **FOR THE CONTRACTOR:** |  | **FOR THE DHR/CSEA:** | |  |  |  | |  |  |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Signature |  | Signature | |  |  |  | | Type Name Here |  | Type Name Here | | Name |  | Name | |  |  |  | | Type Title Here |  | Type Title Here | | Title |  | Title | |  |  |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Date Signed |  | Date Signed | |
| Approved for form and legal sufficiency  this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Assistant Attorney General |  |
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ATTACHMENT B – PROPOSAL AFFIDAVIT

**CSEA/DNA-16-002-S**

A. AUTHORITY

I hereby affirm that I,       (name of affiant) am the       (title) and duly authorized representative of       (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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/offeror 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/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):

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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:
2. A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
3. Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
4. Been convicted of any criminal violation of a state or federal antitrust statute;
5. 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;
6. 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;
7. Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
8. 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;
9. 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;
10. 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;
11. Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

1. Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
2. Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
3. Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
4. A court:

(i) Made the finding; and

(ii) Decision became final; or

1. The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

1. Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

1. Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

1. 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)—(14) of this regulation, 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):

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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).

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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):

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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:

(a) 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

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. 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. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. 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 –NON-DISCLOSURE AGREEMENT

**CSEA/DNA-16-002-S**

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 **Interstate Genetic Paternity Testing Services** Solicitation # CSEA/DNA/16-002; 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. 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 means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. 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 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 G-1. Contractor shall update ATTACHMENT G-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. Contractor shall complete and submit ATTACHMENT C-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.

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: | Department of Human Resources |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | Title: |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**NON-DISCLOSURE AGREEMENT - ATTACHMENT C-1**

**CSEA/DNA-16-002-S**

**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**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**CSEA/DNA-16-002-S**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION 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       (“Contractor”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ (“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. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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:

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

(Signature)

TITLE:

(Authorized Representative and Affiant)

ATTACHMENT D – FINANCIAL PROPOSAL INSTRUCTIONS

**CSEA/DNA-16-002-S**

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror’s TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

1. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this solicitation and may not be contingent on any other factor or condition in any manner.
2. All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this solicitation 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**.

E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

1. Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

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

H) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the solicitation. The Financial Proposal 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.

I) Unless indicated elsewhere in the solicitation, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the solicitation, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

J) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT E – FINANCIAL PROPOSAL FORM

**CSEA/DNA-16-002-S**

This Attachment is included as a separate Excel file.

ATTACHMENT F – DEFINITIONS

**CSEA/DNA-16-002-S**

**AABB –** The accrediting body that has established standards of accreditation of a relationship testing facility that performs, or is responsible for the performance of the following: customer service, sample collection, testing, or result reporting of relationship testing.

**Alleged Father** – Also referred to as a “Putative Father.” A man who alleges himself to be, or is alleged to be, the biological father, but whose paternity has not been determined.

**Buccal Swab** - A buccal swab, also known as buccal smear, is a non-invasive method for collecting genetic material from the inside of a person’s cheek.

**Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below**)**.

**Case** – A genetic paternity testing case in which the Department seeks to establish whether a putative father is the biological father of a child or a set of children. A case involves all individuals whose genetic profile is needed to make the paternity determination regarding each child, and typically includes the mother, the putative father, and all children alleged to be the joint children of the mother and the putative father.

**Chain-of-Custody Form –** A document showing the seizure, custody, control, transfer, analysis, and disposition of physical and electronic evidence of a specimen test to ensure the results will be legally defensible. This includes positively identifying the individuals who are tested.

**Child** –An individual, whether over or under the age of majority, who is or is alleged to be owed a duty of support by the individual’s parent or who is, or is alleged to be, the beneficiary of a support order directed to the parent.

**Child Support Enforcement Administration (CSEA)** –The unit within the Department of Human Resources that administers the child support program through the state.

**Child Support Enforcement System Case Number (CSES Case Number) -** The unique case number associated with a case.

**COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).

**Contract** – The Contract awarded to the successful Offeror pursuant to this solicitation. The Contract will be in the form of **Attachment A**.

**Contractor** – The selected Offeror that is awarded a Contract by the State.

**Custodial Parent or Custodial Unit (CP/CU)** – The parent or guardian who has primary care, custody, or control of the child is referred to as the Custodial Parent or Custodial Unit.

**Department or (DHR)** – Department of Human Resources

**Firm Fixed-Price** – A fixed unit price inclusive of all services and costs relating to this solicitation that is not subject to adjustment. COMAR 21.06.03.02 A (1)

**Genetic Paternity Testing** – Genetic testing performed to exclude or establish a statistical probability of paternity of a child(ren) when paternity is contested.

**Genetic Paternity Testing Determination** – The determination by the Contractor whether a putative father is or is not excluded as the biological father of a child based on the genetic profiles of all individuals required to participate in genetic paternity testing.

**Genetic Profile** – The data obtained from a genetic specimen from one individual that provides DNA markings sufficient to compare against a genetic profile of a different individual for purposes of making a genetic paternity testing determination.

**Genetic Testing Liaison** – The person designated by the State Project Manager in each jurisdiction to coordinate with the Contractor regarding the maintenance of supplies and schedule specimen collections. The Genetic Testing Liaison also serves as the primary, onsite point of contact for Sample Collectors during scheduled genetic specimen collections and is provided access to the internet portal for scheduling status and test results. A directory of the Genetic Testing Liaisons across the State, together with contact information, shall be provided to the Successful Offeror. The State Project Manager will notify the Contractor regarding any changes in designations of Genetic Testing Liaisons and will periodically provide updated directories.

**Incomplete Case –** A case in which the Contractor has not issued a Paternity Determination Report for each child in the case.

**Indefinite Quantity Contract** – A contract for an indefinite quantity of goods or services to be furnished at specific times or as ordered, and where the unit prices for the goods or services are established at a Firm Fixed-Price. See COMAR 21.06.03.02(A)(1) and 21.06.03.06(A)(2).

**Interstate Case** –A genetic paternity testing case in which at least one person from whom genetic samples must be collected resides outside the State of Maryland.

**IV-D Case** – A child support case where at least one of the parties, either the CU/CP or the NCP has requested or received IV-D services from the State’s Child Support agency.

**Local Department of Social Services (LDSS)** – DHR administers social services programs in Maryland through the local Department of Social Services in the 24 local jurisdictions (Counties), including Baltimore City Department of Social Services and the Montgomery County Department of Health and Human Services. For the remaining nineteen (19) jurisdictions in which there is not an OCSE, the child support program is administered by the local Department of Social Services.

**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.

**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.

**Non-Custodial Parent (NCP) –** The parent who does not have primary care, custody, or control of the child and has an obligation to pay child support.

**Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.

**Offeror** – An entity that submits a Proposal in response to this Solicitation.

**Office of Child Support Enforcement (OCSE)** – The local office of child support enforcement administering the child support program in Anne Arundel, Baltimore City, Baltimore County, Montgomery County, and Prince George’s County. The remaining nineteen (19) counties administer the child support program through their LDSS’s.

**Paternity Determination Report** – Report described under Section 6.3 of this solicitation that is issued by the Contractor to the Genetic Testing Liaison that provides the paternity confirmation or exclusion for the children associated with a CSES Case Number.

**Paternity Index –** The likelihood of paternity calculated by computing the ratio between: (A) the likelihood that the tested man is the biological father of the child, based on the genetic markers of the tested man, mother, and the child, conditioned on the hypothesis that the tested man is the biological father of the child; and (B) the likelihood that the tested man is not the biological father of the child, based on the genetic markers of the tested man, mother, and the child, conditioned on the hypothesis that the tested man is not the biological father of the child and that the father is of the same ethnic or racial group as the tested man.

**Probability of Paternity** –The measure, for the ethnic or racial group to which the alleged father belongs, of the probability that the man in question is not excluded as the biological father of the child, compared with a random, unrelated man of the same ethnic or racial group, expressed as a percentage incorporating the paternity index and a prior probability.

**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), and is 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.

**Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.

**Redraw/Recollection –** The collection of a genetic sample from the same person from whom a sample was previously collected.

**Sample Collector**– An individual certified by AABB as an AABB-trained sample collector for relationship testing purposes or an individual trained to the AABB standards for a certified sample collector.

**State** – The State of Maryland.

**State Fiscal Year (SFY)** – Maryland’s fiscal year that begins on July 1 of each year and ends on June 30 of the following year.

**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 scope. The State Project Manager may authorize in writing one or more State representatives to act on behalf of the State Project Manager in the performance of the State Project Manager’s responsibilities.

**State’s Attorney’s Office (SAO) -** The office of the elected State’s Attorney in each jurisdiction in the State. The State’s Attorney’s Office administers some components of the child support program in the following counties: Calvert, Charles, Frederick, Harford, St. Mary’s, Talbot and Somerset.

**Tribunal –** A court, administrative agency, or quasi-judicial entity authorized to establish, enforce, or modify support orders or to determine parentage. The Circuit Court is the tribunal in Maryland.

**Uniform Interstate Family Support Act (UIFSA)** –As amended, a model act originally drafted by the National Conference of Commissioners on Uniform State Law that provides uniform rules for administering child support enforcement provisions across states and that constrains courts in different states from asserting jurisdiction over the same child support case. Federal law requires each State to enact UIFSA in order to receive federal funding for child support enforcement programs, and each state has adopted a version of UIFSA. *See*, *e.g.*,Md. Code Ann., Family Law Art., Title 10, Subtitle 3.

**Veteran-owned Small Business Enterprise (VSBE) –** a business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

ATTACHMENT G – GENETIC TESTING FOR INTERSTATE COLLECTIONS

**CSEA/DNA-16-002-S**

**Specimens Collected outside the State of Maryland (January 2013 - November 2015)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Specimens Collected** | | | | | | |
| **Requesting Jurisdiction** | **2013** | | **2014** | | **2015** | | **Total** |
| Allegany | 7 | | 11 | | 22 | | 40 |
| Anne Arundel | 77 | | 62 | | 55 | | 194 |
| Baltimore City | 72 | | 166 | | 135 | | 373 |
| Baltimore County | 79 | | 67 | | 62 | | 208 |
| Calvert | 14 | | 12 | | 15 | | 41 |
| Caroline | 8 | | 10 | | 9 | | 27 |
| Carroll | 14 | | 13 | | 6 | | 33 |
| Cecil | 18 | | 18 | | 4 | | 40 |
| Charles | N/A\* | | N/A\* | | 7 | | 7 |
| Dorchester | 17 | | 5 | | 4 | | 26 |
| Frederick | 15 | | 15 | | 22 | | 52 |
| Garrett | 3 | | 0 | | 9 | | 12 |
| Harford | 45 | | 27 | | 30 | | 102 |
| Howard | 30 | | 4 | | 17 | | 51 |
| Kent | 1 | | 2 | | 6 | | 9 |
| Montgomery | 110 | | 54 | | 42 | | 206 |
| Prince George's | 270 | | 209 | | 169 | | 648 |
| Queen Anne | 5 | | 3 | | 1 | | 9 |
| Somerset | 0 | | 0 | | 0 | | 0 |
| St. Mary's | 12 | | 31 | | 12 | | 55 |
| Talbot | N/A\* | | 6 | | 5 | | 11 |
| Washington | 40 | | 44 | | 27 | | 111 |
| Wicomico | 49 | | 27 | | 21 | | 97 |
| Worchester | 14 | | 3 | | 4 | | 21 |
| **Statewide** | **900** | **789** | | **684** | | **2,333** | |

\* N/A indicates the data is not available.

ATTACHMENT H – SECURITY REQUIREMENTS

**CSEA/DNA-16-002-S**

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 visible location at all times.

3.3.2 **Criminal Background Check**

The Contractor shall obtain from each individual assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check for each such individual. The Contractor may not assign an individual with a criminal record to work under this Contract unless prior written approval is obtained from the State Project Manager.

3.3.3 **Information Technology**

For purposes of this solicitation and the resulting Contract:

(a) "Sensitive Data” means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of “personal information" under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).

1. “Relevant subcontractor” includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.
2. The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
3. The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

3.3.3.1 **Information Security Requirements**

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor’s systems’ surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor’s system configuration files.
3. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor’s and/or subcontractor’s security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
4. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor’s and subcontractor’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system’s security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
5. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
6. Enforce strong user authentication and password control measures over the Contractor/subcontractor’s systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
7. Ensure State data under this service is not processed, transferred, or stored outside of the United States.
8. Ensure that State data is not comingled with the Contractor’s and subcontractor’s other clients’ data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user’s access or security level.
9. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2.

[http://csrc.nist.gov/publications/**fips**/**fips140-2**/**fips1402**.pdf](http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf)

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

1. Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
2. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this Contract.
3. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
4. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
5. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
6. Ensure that the Contractor’s and any subcontractor’s personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the State Project Manager to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.3.3.2  **Contingency /** **Disaster Recovery Plans**

1. The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor’s operations (including, but not limited to, disruption to information technology systems), however caused.
2. The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within seven (7) Business Days in order to avoid unacceptable consequences due to the unavailability of services.

3.3.3.3 **Incident Response Requirement**

1. The Contractor shall notify the State Project Manager when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
2. The Contractor shall notify the State Project Manager within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the State Project Manager and Procurement Officer.
3. The Contractor shall notify the State Project Manager within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department’s Sensitive Data.
4. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the State Project Manager within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
5. The Contractor, within one (1) Business Day of discovery, shall report to the State Project Manager any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
   1. the nature of the unauthorized use or disclosure;
   2. the Sensitive Data used or disclosed;
   3. who made the unauthorized use or received the unauthorized disclosure;
   4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and:
   5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
   6. the Contractor shall provide such other information, including a written report, as reasonably requested by the State.
6. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
7. This Section 3.3.3.3 shall survive expiration or termination of the Contract.

ATTACHMENT I – STATE COLLECTION SITES & DAYS

**CSEA/DNA-16-002-S**

**State Genetic Paternity Testing Collection Sites and Days\***

**Allegany County**

Local Office: 1 Frederick Street, Cumberland, MD 21502

Last Wednesday of each Month

Beginning at 9a.m

**Anne Arundel County**

Local Office: 44 Calvert Street Annapolis MD 21401

Second and fourth Friday of the month

8am until 1:30 pm or later if necessary

**Baltimore City**

Main Office: BCOCSE, 1 North Charles Street, 5th floor, Baltimore, MD 21201

Courthouse: Baltimore City Circuit Court, 100 N. Calvert St, Room 114, Baltimore, MD 21201

Monday – Friday, 10am – 4pm

**Baltimore County**

New Courts Building: 401 Bosley Ave, Room G-10, Towson MD 21204

Local office: 170 W. Ridgely Rd, Suite 200, Lutherville MD 21093

Tuesdays at Bosley location and Fridays at Ridgely location

**Calvert County**

175 Main Street, Prince Frederick, MD 20678

2nd Wednesday of the Month

9a.m until Completion

**Caroline County**

Local Office: 300 Market St. P.O. Box 400 Denton, MD 21629

Circuit Court: 109 Market St. Denton, MD 21629

1st Tuesdays of the Month beginning at 12:30 pm

3rd Tuesdays of the Month beginning at 9am

**Carroll County**

55 North Court Street, Westminster, MD 21157

Testing days vary. Generally first and third Wednesdays

8am to Noon

**Cecil County**

170 E. Main St Elkton MD 21921

1st Friday of every month

1pm to 3pm

**Charles County**

200 Kent Ave, LaPlata, MD 20646

2nd and 4th Friday of the Month

Beginning at 9a.m

**Dorchester County**

Local Office: 627 Race St, POB 259, Cambridge, MD 21613

Circuit Court: 206 High Street, Cambridge, MD 21613

2nd Monday from 8:30 am until completion of court

2nd Friday from 8am - 1pm

4th Wednesday from 1pm - 4pm

**Frederick County – Note: Currently, this jurisdiction conducts its own specimen collections using a Contractor-trained Sample Collector.**

100 West Patrick St, Frederick, MD 21701

Tuesdays

Beginning at 1:30 pm

**Garrett County**

Local Office: 12578 Garrett Hwy Oakland MD 21550

Court House: 203 Fourth St Oakland, MD 21550

Thursdays from 9am to Noon

**Harford County**

20 West Courtland St, Bel Air, MD 21014

1st and 3rd Tuesdays of the Month

Beginning in the Morning

**Howard County**

7121 Columbia Gateway Drive, Columbia, MD 21046

2nd Tuesday of the Month

9a.m to 12:40 pm

**Kent County**

315 High St. Chestertown, MD 21621

3rd Tuesdays of the month

Times Vary

**Montgomery County**

Local Office: 51 Monroe St, 9th Floor, Rockville, MD 20850

Tuesday - Thursday

8a.m to 4pm

**Prince George County**

Local Office: 4235 28th Ave. Suite 135 Temple, Hills, MD 20748

Courthouse: 14735 Main St, Room 070B Upper Marlboro, MD 20772

Every 1st and 3rd Monday from 9a.m until 3 p.m. (excluding holidays) – at Local Office

Every Tuesday from 8a.m until 4:30 pm – at Courthouse

Every 2nd and 4th Thursday of the Month, from 8 a.m. until 4:30 p.m. (excluding holidays) – at Courthouse

**Queen Anne County**

125 Comet Dr. Centreville, MD 21617

2nd Wednesday of the Month

Times Vary

**St. Mary County**

41605 Court House Drive, Leonardtown, MD 20650

First Thursday of every month

Beginning at 9a.m

**Somerset County**

11916 Somerset Avenue, Room 117, Princess Anne, Maryland 21853

First Wednesday of each month

Beginning at 11a.m

**Talbot County**

Courthouse: 11 North Washington Street, Easton, MD 21601

Local Office: 301 Bay Street, Unit #5, Easton, MD 21601

Second Friday of the month

Beginning at about 9am

**Washington County**

122 North Potomac Street, Hagerstown, MD 21740

2nd and 4th Wednesday of the Month

Beginning at 8:30 a.m

**Wicomico County**

31901 Tri-County Way, Salisbury, MD 21804

By Appointment Only

**Worcester County**

424 W. Market Street, Snow Hill, MD 21863

2nd Tuesday of the Month

9 am to noon

\*The schedule is subject to change at any time.

ATTACHMENT J – MONTHLY INTERSTATE COLLECTION REPORT - SAMPLE

**CSEA/DNA-16-002-S**

This Attachment is included as a separate Excel file.

ATTACHMENT K – JURISDICTION INTERSTATE MONTHLY INVOICE - SAMPLE

**CSEA/DNA-16-002-S**

**State Purchase Order Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[Your Company’s Name ]

[ Company’s Address]

[Company’s EIN]

eMaryland Marketplace Vendor ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CSEA/DNA/16-002

**INVOICE**

Maryland DHR/CSEA

Grants & Contract Services

Division

Attn: Tiara Sykes, State Project

Manager

311 W. Saratoga, 3rd Floor

Baltimore, Maryland 21201

Invoice# 8956

Invoice Date: 2/15/2016

Invoicing Period: 1/1/2016 – 1/31/2016

MONTHLY ACTIVITY

Anne Arundel County - 23 test x $25 per test.

Total Amount Due: $575.00

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[NOTE: A separate invoice shall be submitted for each jurisdiction/county in which services where performed in the preceding month, resulting in as many as 24 invoices per month.]**