**ADPICS NUMBER N00R2400147**

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

**STATE OF MARYLAND**

**Prince George’s County Office of Child Support Enforcement**

**4235 28th Avenue, Suite 135**

**Temple Hills, Maryland 20748**

**INVITATION FOR BIDS (IFB)**

**FOR**

**Administrative Support/Data Entry Services**

 DHR AGENCY CONTROL NUMBER: CSEA/PGCOCSE/12-003-S

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

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

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

Issued: January 17, 2012

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

 **Administrative Support/Data Entry Services**

**ADPICS NUMBER: N00R2400147**

**IFB Issue Date: eMaryland Marketplace – January 17, 2012**

**DHR Webpage – January 17, 2012**

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

 **Child Support Enforcement Administration**

**Prince George’s County**

**Office of Child Support Enforcement**

**Procurement Officer: Nora Williams**

 **Phone: 301-316-3306**

 **Fax: (301) 316-4801**

 **eMail:** **nwilliam@dhr.state.md.us**

**Bids are to be sent to: Prince George’s County**

 **Office of Child Support Enforcement**

 **2435 28th Avenue Suite 135**

 **Temple Hills, Maryland 20748**

**Pre-Bid Conference: N/A**

**Closing Date/Time: February 7, 2012 @ 3:30 P.M.**

**Bid Opening: February 8, 2012 @ 10:00 A.M.**

**4235 28th Avenue, 6th Floor**

**Temple Hills, Maryland 20743**

STATE OF MARYLAND

NOTICE TO VENDORS/CONTRACTORS

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

Proposal Number: CSEA/PGCOC/12-003-S, entitled: Administrative Support/Data Entry Services

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

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

 [ ] Time for completion is insufficient.
 [ ] Bonding/Insurance requirements are prohibitive. (Please explain below.)

 [ ] Doing business with Government is simply too complicated.

 [ ] Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.

 [ ] Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

OPTIONAL

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­ Phone: \_\_\_\_\_\_\_\_\_\_\_\_

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

**THANK YOU!!!**

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

**1.1 Summary Statement**

The Department of Human Resources (Department or DHR), Prince George’s County Office of Child Support Enforcement (PGCOCSE) seeks to obtain administrative services to include data entry of hard file information into the agency’s automated files and verification that the files have been closed for at least three years with specific closure codes that must be entered into the agency’s approved database. The Contract will be for **one (1) year**, beginning **May 1, 2012**. Only one award is anticipated from this solicitation.

**1.2 Issuing Office**

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

 **Nora Williams, Procurement Officer**

**Prince George’s County Office of Child Support Enforcement (PGCOCSE)**

**4235 28th Avenue**

**Temple Hills, Maryland 20748**

**Phone: 301-316-3306**

**Fax 301-316-4801**

**E-mail: nwilliam@dhr.state.md.us**

**1.3 Pre-Bid Conference**

No pre-bid conference will be conducted for this procurement.

**1.4 Electronic Procurement Authorization**

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

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

a. the solicitation (e.g. the IFB) (*eMaryland Marketplace* and DHR web page- www.dhr.state.md.us);

b. any amendments;

c. questions and responses;

d. communications regarding the solicitation or proposal to any Bidder including requests for clarification, explanation, or removal of elements of a Bidder's Bid Submission deemed not acceptable;

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

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

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

a. ask questions regarding the solicitation;

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

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

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

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

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

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

**1.5 Questions and Inquiries**

Written questions from prospective Bidders will be accepted by the Procurement Officer **(ref. Section 1.2)** prior to the Bid due date.

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

Subsequent to the Bid closing questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

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

**1.6 Bid Closing Date**

The original, to be so identified, and **six (6) copies** of each Bid must be received by the Procurement Officer **(ref. Section 1.2)** by **February 7, 2012 @ 3:30 P.M.** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer **(ref. Section 1.2)**. Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in **COMAR 21.05.02.10 B** and **21.05.03.02 F**. **Oral, electronic mail, and facsimile Bids will not be accepted.**

**1.7 Bid Modification or Withdrawal**

Bids may be modified or withdrawn by written notice received in the issuing office before the time and date for Bid opening indicated in **Section 1.10**.

**1.8 Acceptance of Bid Duration and Content**

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

**1.9 No-Bid Statement**

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

**1.10 Bid Opening Date**

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

**Time: 10:00 A.M.**

**Date: February 8, 2012**

**Place: PGCOCSE, 6th Floor, Multi-Purpose Room**

**4235 28th Avenue, Temple Hills, MD 20748**

Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder must be clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid. A blanket statement declaring the entire Bid confidential is not acceptable.

**1.11 State Project Manager**

 The State Project Manager for this Contract is:

**Linda Brennan, Management Associate**

**4235 28th Avenue**

**Temple Hills, Maryland 20748**

**Phone number 301-316-3346**

**Fax number 301-316-3350**

**E-mail lbrennan2@dhr.state.md.us**

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

**1.12 Glossary of Terms**

**Bid**

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

**Child Support Enforcement Administration (CSEA)**

The unit of the Department that administers the Child Support Program for the State. CSEA enables, encourages, and enforces parental responsibility through innovative programs, partnerships, and technology, thereby contributing to child and family well-being.

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

A Statewide automated system used for tracking intrastate and interstate child support case processing and account information. CSES also generates data for federal reports.

**Client Automated Resources Eligibility System (CARES)**

The automated Statewide system that supports eligibility determination and financial assistance for Temporary Assistance for Needy Families, Food Stamps, and the Medical Assistance programs.

**Client Database** **(CDB)**

The database that holds demographic information on recipients of Temporary Assistance for Needy Families, Food Stamps, Medical Assistance, and Child Support Enforcement.

**Client Information System** **(CIS)**

An interactive database system that houses three (3) component systems: CDB, CARES, and CSES.

**Code of Maryland Regulations (COMAR)**

Codification of regulations that implement State law and is published by the Maryland Secretary of State, Division of State Documents. COMAR can be accessed on-line at: [**http://www.dsd.state.md.us/comar/**](http://www.dsd.state.md.us/comar/)

**Contract**

The agreement between the Department and the successful Bidder resulting from this Invitation for Bids.

**Contractor**

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

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

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

**Director**

The head of the Prince Georges County Office of Child Support Enforcement.

**Invitation for Bids (IFB)**

A document used for soliciting bids under procurement by competitive sealed bidding.

**Prince George’s County Office of Child Support Enforcement (PGCOCSE or Agency)**

The local CSEA office administering Child Support programs in Prince George’s County.

**State/Statewide**

The State of Maryland.

**State Fiscal Year**

July 1 of one year to June 30 of the next year.

**Work Week**

8:00 AM – 4:30 PM Monday through Friday of each week, excluding State holidays and other State closures.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”**

**SECTION II. GENERAL INFORMATION**

**2.1 Purpose**

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

**2.2 Amendments to the IFB**

If it becomes necessary to revise any part of this IFB, amendments will be provided to all vendors who received the initial IFB or are known to have subsequently received the IFB. Acknowledgment of the receipt of all amendments, addenda, and changes issued will be required from all vendors receiving the IFB in the Transmittal Letter accompanying the Bid.

Failure to acknowledge receipt does not relieve the Bidder from complying with all terms of any such amendment.

**2.3 Amendment or Cancellation of the IFB**

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

**2.4 Bid Acceptance**

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

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

**2.5 Additional Information**

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

**2.6 Incurred Expenses**

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

**2.7 Economy of Preparation**

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

**2.8 State Supplied Services and Facilities**

Parking space and key card access to the secured building will be made available to the selected vendor at no cost. Computers, internet communications, electronic mail, facsimile, shredding equipment and telephone access will be made available for the selected vendor’s use. In addition, PGCOCSE will provide five (5) on-site training sessions to staff prior to the notice to proceed. Training sessions will be held on separate, consecutive days and will last two (2) hours. These sessions will be a one-time cost that Bidders need to include in their Bids.

**2.9 Working Hours and Location**

Contractual personnel will normally be required to work a regular Work Week. Information regarding State holidays and closures can be obtained at: <http://dbm.maryland.gov/employees/Pages/StateHolidays2012.aspx>. Services are to be performed on-site at PGCOCSE, 4th Floor File Room; 4235 28th Avenue, Temple Hills, MD 20748.

**2.10 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of one year. It shall begin on or about **May 1, 2012**, or the day after the date approved by the Department of Budget and Management (DBM) and end **April 30, 2013**; however, if the term does not start on **May 1, 2012**, the Contract will last for **one (1) year**.

**2.11 Bid/Proposal Affidavit**

The **Bid/Proposal Affidavit** **(Attachment B)** must be completed by all Bidders responding to this IFB and submitted as a part of the vendor's Bid. This affidavit includes affirmations for commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial and political contribution disclosure.

**2.12 Public Information Act Notice**

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

**2.13 Contractor's Responsibilities**

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

**2.14 Corporate Registration**

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

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

**2.15 Contract Affidavit**

The **Contract Affidavit** **(Attachment C)** must be completed and submitted by the selected Bidder when notified of the recommendation for award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

**2.16 General Contractual Conditions**

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract** **(Attachment D)** and the **Contract Affidavit** **(Attachment C)**.

Prior to award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

**2.17 Contract Type**

The Contract that results from this IFB shall be an indefinite quantity, fully loaded fixed unit price contract in accordance with **COMAR 21.06.03.02A(2) and 21.06.03.06A(2).**

**2.18 Payment Terms & Billing**

The successful Bidder shall bill the Department **on the 15th of each month following the report month for the hours worked during the billable period using the Sample Invoice (Attachment G).**

Funding for any Contract resulting from this IFB is dependent upon appropriations from the Maryland General Assembly. If funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first the Contract shall be canceled automatically.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required reports within the timeframe specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. Contractor can recoup withheld payments upon receipt of outstanding reports. Final invoice payment is contingent upon receipt and approval of all reports by the State Project Manager or designee.

Invoices must be addressed to:

 **Pat Kick, Accounts Payable**

**Department of Human Resources**

**311 West Saratoga Street, 9th Floor**

**Baltimore, Maryland 21201**

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

**2.19 Electronic Funds Transfer (EFT)**

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

**2.20 Procurement Method**

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

**2.21 Compliance with Law**

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

**2.22 Contract Award**

Award of a Contract, if any, will generally be made within one hundred-twenty **(120)** days after the closing date for submission of Bids and shall be subject to appropriate Federal and State approvals. The Contract shall be awarded to the responsible Bidder whose Bid meets the specifications set forth in the Invitation for Bids and provides the lowest price. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable.

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

eMM is an electronic commerce system administered by the Maryland Department of General Services.

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

* Online Goods and Services Profile:

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.
* Instant Notification of Opportunities:

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.
* Solicitations Online:

You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

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

**2.24 Protests**

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

**2.25 Confidentiality**

Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required under **§10-611 et. seq., State Government Article, and Title 1, Subtitle 2, Human Services Article - Maryland Annotated Code and COMAR 07.01.07.**

Nothing in this agreement shall prevent the parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this agreement so long as that statistical data does not identify any recipient of such services.

**2.26 False Statements**

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

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

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

**2.27 Minority Business Enterprises**

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

**2.28 Insurance Requirements**

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

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

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

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

 Commercial General Liability, Occurrence Form:

 $300,000 - General Aggregate Limit (other than products/completed operations)

 $ 50,000 - Each Occurrence Limit

$ 50,000 - Personal and Accidental Injury Limits

$ 2,500 - Medical Expense

Upon execution of a Contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

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

**2.29** **Certification Regarding Lobbying**

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

**2.30 Living Wage Requirements**

A solicitation for services under a State contract valued at $100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State’s Living Wage requirement is contained in this solicitation. **(See Attachment I - Living Wage Requirements and Affidavit of Agreement). If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **$12.49 per hour**, if State contract services valued at 50% or more of the total value of the contract are performed in the **Tier 1 Area**. If State contract services valued at 50% or more of the total value are performed in the **Tier 2 Area**, a Bidder shall pay each covered employee at least **$9.39 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1 Area or Tier 2 Area** of the State. The **Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore counties, and Baltimore City**. The **Tier 2 Area includes any county in the State not included in the Tier 1 Area**. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a **Tier 1** contract.

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

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

**SECTION III. SPECIFICATIONS**

**3.1 Background**

PGCOCSE establishes paternity, enforces court orders, and collects and disburses child support payments for the children of Prince George’s County. PGCOCSE is the largest State-administered child support office, managing 22% of Maryland’s caseloads. Additionally, the office is the second largest child support jurisdiction in total caseload with over 47,000 active cases and averages about 700 new cases monthly.

PGCOCSE maintains over 100,000hard copy files in a centralized file room. Maintaining a caseload of this size produces many complex and challenging issues since the files must be maintained according to State regulations. Additionally, PGCOCSE’s electronic file maintenance system, File Trail, is quickly approaching its space limit. In order to prevent both the file room and the electronic system from reaching full capacity, PGCOCSE needs to track, close and timely archive cases that are eligible for closure.

**3.2 Objective**

The objective of this IFB is to obtain administrative support and data entry services to assist PGCOCSE in managing its physical and electronic case files.

**3.3 Scope of the Project**

PGCOCSE stores over 100,000 physical case files in a centralized file room. These cases are closed, but PGCOCSE must maintain the files on-site for three years. Given the number of new cases PGCOCSE handles each month, the centralized file room is close to reaching maximum capacity.

Additionally, PGCOCSE uses an electronic filing system to manage its files. The office also utilizes the Statewide application, CSES, which houses data for all of the State’s child support cases. File Trail will exceed its space limitation if maintenance, retention, archive, or closure action is not taken. Given this, PGCOCSE seeks at least two administrative support persons to perform on-site administrative services on a full-time basis to purge, close, destroy or archive case records to avoid an overflow of both the centralized file room and the electronic filing system.

The Department's Project Manager will oversee and provide guidance to the two on-site individuals for the duration of this Contract. All activities involved in this IFB will adhere to the State’s established case maintenance procedures (the retention and closure procedures will be presented upon award of Contract to the successful Bidder). All files are confidential and must be kept on-site.

**3.4 Bidder Qualifications**

Bidders responding to this IFB must possess three years of prior experience providing administrative services and/or performing electronic file maintenance.

**3.5 Contractor’s Requirements**

1. The Contractor shall provide two individuals to perform administrative services. The duties include, but are not limited to the following:
2. Case filing
3. File retrieval
4. Purging and destroying files according to the PGCOCSE File Retention Schedule
5. Creating new case files
6. Verifying data in the files and automated systems for corrections
7. Creating and printing bar code labels for files
8. Other related tasks to maintain accurate and complete files
9. All staff assigned to this project shall meet the following minimum standards:
10. Must possess, at a minimum, a H.S. Diploma or G.E.D.
11. Must possess at least three years of related experience.
12. Must be capable of handling confidential and highly sensitive records.
13. The Contractor shall give notification of worker absence to the State Project Manager 15-30 minutes prior to the worker’s reporting time. If the scheduled worker is unable to report, the Contractor shall provide a replacement worker.
14. The Contractor shall ensure that each employee completes time sheets **(Attachment H)** for the actual hours worked during the Work Week. The time sheet shall be signed by the State Project Manager and the Contractor’s Project Manger to verify the actual hours worked during the Work Week.

**3.6 Reports**

The following reports shall be submitted to the State Project Manager (see Section 1.10) as follows:

1. Monthly Invoice **(Attachment G)** due by the 15th of the month following the report month (see Section 2.18).
2. Time Sheet **(Attachment H)** for each person showing daily and total hours worked due by the 15th of each month.

**Failure to submit required reports within the timeframes identified may result in termination of any Contract awarded through this IFB or reduction/withholding of contract payment as identified in Section 2.18 (Payment Terms & Billing) of this IFB. Final invoice payment is contingent upon receipt of all reports identified above.**

**3.7** **Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Contractor’s Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Advance notice giving the meeting dates, times and location will be provided to the Contractor’s Project Manager.

**3.8 Post Award Orientation Conference**

Within two weeks after Department approval, the State’s Project Manager (ref. Section 1.11), the Contractor and/or the Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions.

The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Bidder upon notice of apparent award.

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**SECTION IV. REQUIREMENTS for BID PREPARATION**

**4.1 Bid Submission**

An original, to be so identified and **six (6) copies** of the Bid must be received by the Procurement Officer by 3:30 PM, Tuesday February 7, 2012 in order to be considered.

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

* NAME OF BIDDER
* SEALED BID – PGCOCSE **“DO NOT OPEN”**
* **Administrative Support/Data Entry Services**
* Agency Control Number: **CSEA/PGCOCSE/12-003-S**
* BID DUE DATE & TIME: **February 7, 2012 @ 3:30 P.M.**
* PROCUREMENT OFFICER: Nora Williams
* 4235 28th Avenue, Temple Hills, Maryland 20748, Suite# 135

**4.2 Transmittal Letter**

A Transmittal Letter prepared on the vendor's business stationery should accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief. The letter shall contain the title of the solicitation and include the Bidder’s name, federal tax identification or social security number, and address. If you have registered with *eMaryland Marketplace*, please include your *eMM* registration number. An individual, who is authorized to bind his firm to all statements, including services and prices, contained in the Bid must sign the letter. The letter must also acknowledge any addenda to the IFB that were received.

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

**4.3 Competitive Sealed Bidding**

Each vendor shall complete a Price Sheet **(see Attachment A)**, which states the price proposed in response to the IFB.

Items (1) through (5) have been completed by the Department. Complete Items (6) thru (10).

* 1. **Com­pliance with IFB Specifi­cations**

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

* + - **Scope (Section 3.3)**
		- **Contractor’s Requirements (Section 3.5)**
		- **Reports (Section 3.6)**
		- **Contractor’s Project Manager (Section 3.7)**
	1. **Qualifications**: A description of the Bidder’s qualifications shall clearly show any related experience the Bidder has providing services of a similar nature. If the Bidder is an individual, any related education and/or training shall also be included.
	2. **Key Personnel:** This section should include job descriptions and individual resumes for staff to be designated by the Bidder as being its Key Personnel who are to be assigned to this project if the Bidder is awarded the Contract. **The Bidder’s Key Personnel identified in the Bid are considered to be essential to the work being performed under this IFB.** Indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department of its intent at least thirty **(30)** days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.
	3. **Other State of Maryland Contracts**

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

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

**Include the following forms as designated below:**

1. Price Sheet **(Attachment A) –** Include in **ALL** copies of the Bid
2. Bid/Proposal Affidavit **(Attachment B)** Include in the **Original Bid ONLY**
3. Certification Regarding Lobbying **(Attachment F)** Include in the **Original Bid ONLY**

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**SECTION V. EVALUATION PROCEDURES**

**5.1 Bid Opening and Evaluation**

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated. Bids shall be available for public inspection after opening and before award of the Contract, except for material designated as confidential by the vendor.

**5.2 Reciprocal Preferences**

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

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

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

**5.3 Qualifying Bids**

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

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

**5.4 Bid Evaluation and Award**

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

Contract awards resulting from the IFB are subject to appropriate State approvals.

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**SECTION VI. APPENDICES**

Attachment A Price Sheet (Complete and submit with Bid)

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

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

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

 Attachment E Electronic Funds Transfer Form

 Attachment F Certification Regarding Lobbying (Complete and submit with Bid)

 Attachment G Sample Invoice

 Attachment H Sample/Time Sheet

 Attachment I Living Wage Requirements and Affidavit of Agreement