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

**ADPICS NUMBER: N00R3400864**

**STATE OF MARYLAND**

**DEPARTMENT OF HUMAN RESOURCES’**

**Dorchester County Department of Social Services**

**PO BOX 217; 627 Race Street**

**Cambridge, Maryland 21613**

**INVITATION FOR BIDS (IFB)**

**FOR**

**Customer Job Transportation**

**DHR Agency Control Number DCDSS/WO/13-006-S**

**IMPORTANT NOTICE: *Prospective Bidders who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Procurement Officer, Lynn Morris, 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 Procurement Officer with this information assumes complete responsibility in the event that they do not receive communications from the Procurement Officer 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*** [***http://.emaryland.buyspeed.com//bso/***](http://.emaryland.buyspeed.com//bso/)***.***

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

Issued:

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

**Customer Job Transportation**

**AGENCY CONTROL NUMBER: DCDSS/WO/13-006-S**

**IFB Issue Date: *eMaryland Marketplace – 12/13/2012***

**DHR Webpage – 12/13/2012**

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

 ***Dorchester County Department of Social Services***

**Procurement Officer: *Lynn Morris***

 **Phone: 410-901-4132**

 **Fax: (410) 901-1047**

 **eMail: lmorris1@dhr.state.md.us**

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

 **PO Box 217, 627 Race Street**

 **Cambridge, MD 21613**

**Pre-Bid Conference: December 27, 2012 10:00 a.m.**

 **627 Race St Cambridge, MD. 21613**

**Closing Date/Time: January 4, 2013 10:00 a.m.**

**Bid Opening: January 7, 2013 10:00 a.m.**

 **627 Race Street, Cambridge, MD**

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 at 410-901-1047 or email at **lmorris1@dhr.state.md.us** to the Procurement Officer, Lynn Morris with your bid, or “no bid,” as the case may be. Thank you for your assistance.

Bid/Proposal Number  **DCDSS/WO 13-006-S**  entitled **Customer Job Transportation**

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

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

 (Please explain below.)

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

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

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

 [ ] Other:

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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 (DHR), Dorchester County Department of Social

Services (DCDSS), Family Investment Unit, intends to acquire transportation to assist participants of State programs with necessary transportation to required job, job training, or volunteer sites in Dorchester, Talbot, Caroline, and Wicomico Counties. Transportation services will include the participant and their children and will necessitate home pick-up, day care provider drop-off, and participant drop-off at job, job training, or volunteer sites. It is projected that multiple buses will be used to facilitate multiple pick-ups and drop-offs at the required times. The pick-up and drop-off locations may change based on changes to the participant’s schedule. The Contract will be awarded for one (1) year beginning on or about March 1, 2013 and ending on or about February 28, 2014. Only one award is anticipated from this solicitation.

**1.2 Procurement Officer**

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

Dorchester County Department of Social Services

Lynn Morris, Procurement Officer

627 Race Street, Room 307

PO Box 217

Cambridge, MD 21613

Telephone: 410-901-4132

TTY 410-901-1266

Fax: 410-901-1047

e-mail: **lmorris1@dhr.state.md.us**

**1.3 Pre-Bid Conference**

A Pre-Bid Conference will be held on December 27, 2012 beginning at **10:00 a.m.EST**, in Dorchester County DSS, 627 Race Street, Cambridge, MD 21613, Room 119 A.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by December 19, 2012, all potential Bidders planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5-days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

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

**1.4 Electronic Procurement Authorization**

A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMaryland Marketplace, [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/) and the DHR web page, [**www.dhr.state.md.us**](http://www.dhr.state.md.us)), and electronic data interchange.

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

a. the solicitation (e.g. the IFB) (e-Maryland Marketplace and DHR web page only);

b. any amendments;

c. pre-bid conference documents;

d. questions and responses;

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

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

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

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

a. ask questions regarding the solicitation;

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

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

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

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

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

C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the IFB, the Contract, or at the direction 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 Pre-Bid Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Bid Conference. No substantive questions will be answered prior to the Pre-Bid Conference. Additionally questions, both written and oral, will be accepted from the prospective Bidders at the Pre-Bid Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department’s website and *eMaryland Marketplace*.

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

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

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

**1.6 Bid Closing Date**

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

**1.7 No Bid Statement**

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

**1.8 Bid Modification or Withdrawal**

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

**1.9 Acceptance of Bid Duration and Content**

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

**1.10** **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: January 7, 2013

Place: 627 Race Street, Cambridge, MD 21613

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

**1.11 State Project Manager**

 The State Project Manager for this Contract is:

Doug Andrews, Work Opportunities Supervisor

Dorchester County Department of Social Services

627 Race Street, Room 206

PO Box 217

Cambridge, MD 21613

Telephone: 410-901-4233

Fax: 410-901-1047

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

**1.12 Glossary of Terms**

1. **Bid**

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

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

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

1. **Contract**

The agreement entered into by the Department and the successful Bidder resulting from this Invitation for Bids.

1. **Contractor**

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

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

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

1. **Dorchester County Department of Social Services (DCDSS)**

The local unit of the Maryland Department of Human Resources established or designated by the Dorchester County government pursuant to Human Services Article, Title 8, Subtitle 3, to ensure the implementation of a local, interagency service delivery system for children, youth, and families.

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

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

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

The written solicitation, whether attached or incorporated by reference, for soliciting bids from Bidders for Customer Job Transportation services pursuant to State procurement statutes and regulations. COMAR 21.01.02.01B (48).

1. **Most Favorable**

A Bid received from a responsible Bidder that is the lowest bid price or lowest evaluated bid price or the Bid or evaluated Bid that yields the greatest revenue for the State under a revenue-producing procurement contract.

1. **Participant/Rider**

An individual who applies for and receives TCA and is eligible to receive the transportation services described in this IFB.

1. **Responsible**

A person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.

1. **Responsive**

A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.

1. **State Fiscal Year**

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

1. **Temporary Cash Assistance (TCA)**

Cash assistance provided to families with children under age 18 or age 19 if the child will graduate from high school in the year he or she turns 19, who are technically and financially eligible (Replaces the old Aid to Families with Dependent Children Program AFDC).

1. **Temporary Assistance to Needy Families (TANF)**

The federal program that provides funding and guidelines for State cash assistance to families with children programs.

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

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

**2.3 Amendment or Cancellation of the IFB**

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

**2.4 Bid Acceptance**

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

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

**2.5 Additional Information**

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

**2.6 Incurred Expenses**

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

**2.7 Economy of Preparation**

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

**2.8 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of one (1) year. It shall begin on or about March 1, 2013, or the date approved by the Department***,*** and end on or about February 28, 2014; however, if the term does not start on March 1, 2013, the Contract will last for one (1) year.

**2.9 Bid/Proposal Affidavit**

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

**2.10 Public Information Act Notice**

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

**2.11 Bidder's Responsibilities**

The selected Bidder shall be responsible for rendering services within the category for which they have been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder’s Bid (see Section 4.2 E).

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, minimum Bidder requirements (see Section 3.4), references and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

Although experience and documentation of a Bidder’s parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Bidder, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent’s participation as determined by the State.

**2.12 Corporate Registration**

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

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. 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.

**2.13 Contract Affidavit**

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

**2.14 General Contractual Conditions**

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

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

**2.15 Contract Type**

The Contract that results from this IFB shall be an Indefinite Quantity Contract with Fixed Unit Prices, in accordance with COMAR 21.06.03.02 A (2), and 21.06.03.06 A (2).

**2.16 Payment Terms/Billing**

The successful Bidder shall invoice DCDSS monthly, not later than the 10th day of the month following the month services were delivered. Payment shall be made based on the Contractor’s Fixed Price per Round Trip and the number of round trips per month as provided on the Price Sheet (**Attachment A**). The Contractor’s Fixed Price per Round Trip shall be inclusive of all profit, direct and indirect costs. In the event a Participant does not show up for a pick up (fails to arrive by five (5) minutes after the scheduled pick-up time), the Contractor will be paid a reduced rate of 50% of the Contractor’s Fixed Price for that Participant’s round trip that day. No increase in the Fixed Price will be allowed. At no time shall the Contractor exceed the Grand Total Price as provided on the Price Sheet.

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

The Department reserves the right to reduce or withhold the monthly Contract payment in the event the Contractor does not provide the State Project Manager (ref. Section 1.11) with all required services and 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. Payment of withheld funds will be released upon the receipt and approval of all outstanding reports, or submittal and approval of a corrective action plan for violation of Contract performance by the State Project Manager.

Invoices should be addressed to:

 Kay Trice, Finance Officer

 Dorchester County Department of Social Services

 PO Box 217

 Cambridge, MD 21613

All invoices must (at a minimum) be signed and dated in addition to including the vendor’s mailing address, the vendor’s Federal Tax ID, the State Contract Number, State Purchase Order Number, a list of participants served during the month, the dates each Participant used the service, the number of “no shows,” the Participant’s bus route code (ref. Section 3.3), the time period covered by the invoice, and the amount of requested payment.

Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after receipt of an approval invoice from the Contractor. Charges for the late payment of invoices, other than prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as applicable are prohibited.

**2.17 Electronic Funds Transfer (EFT)**

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

**2.18 Procurement Method**

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

**2.19 Acceptance of Terms and Conditions**

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

**2.20 Compliance with Law**

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

**2.21 Tie Bids**

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

**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 addition to using the DHR website **(**[**www.dhr.state.md.us**](http://www.dhr.state.md.us)**)** for transmitting the IFB and associated materials, the summary of the Pre-Bid Conference, Bidder’s questions and the Procurement Officer’s responses, and addenda will be provided via eMM.

**In order to receive a Contract award from the State, a vendor must be registered on *eMaryland Marketplace***. Registration is free. Go here to register: **https://emaryland.buyspeed.com/bso/**. 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 IFB, 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 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.

Standard Insurance Service Office

 Commercial General Liability, Occurrence Form:

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

 $1,000,000 – Professional Malpractice

 $150,000 – Motor Vehicle Liability per occurrence

 $150,000 - Each Occurrence Limit

$100,000 - Personal and Accidental Injury Limits

$ 10,000 - Fire Damage Limit

$ 2,500 - Medical Expense

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

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least forty-five (45) 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).**

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”SECTION III. SPECIFICATIONS**

**3.1 Background**

DCDSS is a local office of DHR. DCDSS assists the public by administering a wide range of public assistance and social services programs including the Supplemental Nutrition Assistance Program (Food Stamps), Medical Assistance, and TCA. DCDSS also administers the Child Support Enforcement Program by establishing paternity and court orders for child support and collecting and distributing child support payments.

DCDSS determines the eligibility of Dorchester county residents to receive various State and Federally-funded programs and benefits. Participation in the TCA program requires activity in job or training venues. Changes in federal law have expanded the opportunities for States to develop and implement creative and innovative strategies to move families from welfare into lasting employment. However, the lack of transportation has been identified as a major barrier to Participants seeking and maintaining employment. Therefore, in an effort to increase work participation rates, DCDSS intends to provide assistance to Participants by providing transportation.

Currently DCDSS provides transportation assistance to approximately 25 to 35 Participants per day. The Participants reside in Dorchester County, but may have jobs, training, or day care providers in one or more of the four counties listed in Section 1.1. The average number of trips per month is determined by the number of eligible Participants and the availability of jobs and job training for these Participants. Participant numbers change frequently as they move into permanent employment and out of this program.

**3.2 Objectives**

The objective of this Contract is to provide Participants with a means of transportation to and from job, job training, and volunteer sites. The transportation service will ease the burden Participants face in finding and retaining employment.

**3.3 Scope of the Project**

DCDSS Work Opportunities Case Managers will identify and approve Participants eligible for transportation services. To be eligible, a Participant must either be working, receiving job training, or volunteering in order to receive necessary job experience. As Participants are approved, DCDSS Work Opportunities Case Managers will provide the Contractor with a **Referral form (Attachment H)** via facsimile or e-mail. DCDSS will send the Contractor Referrals twenty-four (24) hours in advance of a Participant’s need for services and twenty-four (24) hours in advance of a change in a Participant’s transportation needs (such as a change in schedule or location).The Referral will include the Particpant’s name, schedule/frequency of service, and pick-up and drop-off sites. Additionally, Referrals require the signature of a DCDSS Work Opportunities Case Manager. Contact information for the DCDSS Case Manager responsible for handling concerns with Referrals will be given to the successful Bidder at the Post Award Orientation Conference.

Transportation services shall be limited to the pick-up and drop-off sites identified in the Referral and shall be used solely for transportation to and from the job, job training sites, and job volunteering sites. Personal trips by the Participant are strictly prohibited. Participants requiring home pick-up and delivery will be noted on the Referral form along with their address. Participants with children may also require pick-up and drop-off at day care providers (this information will be noted on the Referral form). The number of Participants will vary daily, along with locations for pick-up and job training as Participants move or experience a change in their circumstances. In order to accommodate the changes in Participant numbers and routes, flexibility in scheduling is required and multiple buses are required to meet the State’s needs.

From Monday through Friday, the Contractor’s earliest pick-up will be at 5:30 a.m., with the latest pick-up from a location being 7:30 p.m. On Saturdays, the Contractor’s earliest pick-up will be 8:30 a.m., with the latest pick-up from a location being 6:30 p.m. Transportation services are not required on Sundays. The Contractor shall note on the invoice whether the Participant was late (failed to arrive at a pick-up location one to five minutes after a scheduled pick-up time) or a no show (failed to arrive at a pick-up location by 5 minutes after the scheduled pick-up time). If the Participant was a no show, the Contractor shall charge a reduced rate of 50% of its Fixed Price for that Participant’s round trip (ref. Section 2.16) that day. Participants are allowed to be late or a no show on three (3) occasions. After the third occurrence, the Contractor shall notify DCDSS by e-mail or fax (one business day after the third occurrence) and no longer transport the Participant.

Transportation services will cover Dorchester County and will require trips to Talbot, Caroline and/or Wicomico Counties to meet the specific needs of each Participant daily. Area maps **(Attachment I)** are included for informational purposes. Based on the destinations listed on the **Price Sheet** **(Attachment A),** the Contractor shall designate specific locations (bus routes) to pick up and drop off Participants not picked up from home. Once the bus routes are established, a code shall be assigned to that route. Bus routes and bus codes are subject to change as Participants’ needs change.

Transportation Services shall be provided on State Holidays based on the Participant’s needs. In the event of inclement weather, the decision to provide transportation services will be at the discretion of the Contractor based on the safety of the Driver(s) and passengers. Bidders shall include in their bid their Inclement Weather Policy. The Case Managers will inform the Participants of the Contractor’s inclement weather policy.

Services shall be timely provided in order for Participants to meet their job and/or training requirements. Job, job training, and volunteer sites will be contacted monthly by DCDSS Work Opportunities Case Managers to determine that Participants are meeting the necessary requirements to maintain their eligibility, to participate in the Work Opportunities Program.

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

Meetings to discuss Contractor performance will be held as needed. The State Project Manager will notify the Contractor 48 hours in advance of a meeting and will give the date, time, and location of the meeting.

**3.4 Minimum Bidder Qualifications**

1. Bidders and their drivers shall possess the necessary professional licenses and/or certifications required by the State of Maryland Department of Transportation regulations to provide the services herein. Bidders shall include copies or evidence of this documentation with their bids.
2. Bidders must have at least three (3) years of experience providing transportation services. This experience must have been gained within the past five years.
3. Bidders shall have a sufficient number of buses available in order to transport an average of 25 to 35 persons, which may include children, per day.

**3.5 Contractor Requirements**

1. The Contractor shall provide transportation services daily with the earliest pick-up at 5:30 a.m. and the latest pick-up at 7:30 p.m., Monday through Friday, and with the earliest pick-up at 8:30 a.m. and the latest pick-up at 6:30 p.m. on Saturday.
2. The Contractor shall identify in their Bid all Key Personnel. **The Contractor’s Key Personnel identified in the Bid are considered to be essential to the work being performed under this IFB.** Prior to diverting any of the specified individuals to assignments other than this project, the Contractor 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. The Contractor shall ensure that its drivers have been trained in First Aid, CPR, Defensive Driving, Emergency Evacuation procedures, and Blood Borne Pathogens. The training must be current within 3 years from the anticipated start date of the Contract. The Contractor shall include the drivers’ training certifications with its Bid, and the certifications must remain valid throughout the contract.
4. The Contractor shall provide administrative oversight of the performance of any subcontractors used to provide the services requested herein.
5. The Contractor and drivers shall be courteous and empathetic to the needs of the customers who utilize the transportation services.
6. The Contractor shall provide the services described in Section 3.3 Scope of the Project for the term of the Contract.

**3.6 Problem Escalation Procedure**

The Contractor shall:

1. Maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within specified timeframes.
2. Provide its Problem Escalation Procedure no less than 10 business days prior to the beginning of the Contract, and within 10 business days after the start of each contract year (and within 10 business days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:
	* 1. The process for establishing the existence of a problem;
		2. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution;
		3. Circumstances in which the escalation will occur in less than the normal timeframe;
		4. The nature of feedback on resolution progress, including the frequency of feedback;
		5. Identification of individuals with their position title and contact information (office phone and/or cell phone number, fax number, email address, etc.) for progressively higher levels that would become involved in resolving a problem;
		6. Contact information (same as above) for persons responsible for resolving issues after normal business hours (*i.e.,* evenings, weekends, holidays, etc.) and on an emergency basis; and
		7. A process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure.

**3.7 Reports**

The following items shall be submitted to the Finance Officer, Kay Trice, (ref. Section 2.16) by the due dates as indicated below:

* + - 1. **The Monthly Invoice** – due by the 10th of the month following the month in which services were provided; and
			2. **Problem Escalation Procedure** – due within 10 business days after the start of the Contract, and within 10 business days after any change in circumstance which changes the Procedure.

**3.8 Contractor's Project Manager**

The Contractorshall designate an individual to serve as the Contractor’s Project Manager*.* The Contractor’sProjectManagershall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meetings will take place as needed. The State Project Manager will notify the Contractor 48 hours in advance of a meeting and will give the date, time, and location of the meeting.

**3.9 Post-Award Orientation Conference**

Within five (5) days after Department approval, the State’s Project Manager, the Contractor and/or the Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award 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 notification of recommendation of award.

**SECTION IV. REQUIREMENTS for BID PREPARATION**

**4.1 Bid Submission**

An original, to be so identified and two (2) copies of the Bid must be received by the Procurement Officer by January 4, 2013 at 10:00 a.m. in order to be considered.

**All Bids must be labeled as follows:**

* NAME OF BIDDER
* SEALED BID - Dorchester County Department of Social Services
* CUSTOMER JOB TRANSPORTATION
* Agency Control Number: DCDSS/WO/13-006-S
* BID DUE DATE & TIME:
* PROCUREMENT OFFICER: Lynn Morris
* ROOM #: 307

**4.2 Single Step Sealed Bidding**

Bidders shall prepare their bid with section headings provided for each subject listed below and in the same sequence listed below.

1. **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 Bidder’s complete legal name as registered with the State Department of Assessments and Taxation, address, telephone number, fax number and e-mail address, federal tax identification number, and if registered, the eMaryland Marketplace identification number. An individual, who is authorized to bind his firm to all statements, including services and prices, contained in the Bid must sign the letter. The letter must also acknowledge any addenda to the IFB that were received.

**A Bidder shall be deemed to have accepted all the terms, conditions, and requirements in this IFB unless otherwise clearly noted as an attachment to the Transmittal Letter. A bid that takes exception to these terms and conditions may result in having the bid deemed unacceptable for award. If a Bidder takes no exception to State terms and conditions, the Transmittal letter should so state.**

1. **Bidder Minimum Qualifications (See Section 3.4)**

Bidders shall complete the Bidders Minimum Qualifications Form (**Attachment G**), which will include a detailed description of the Bidder’s qualifications as listed in Section 3.4.

* + - Include in this section copies of professional licenses (including driver’s licenses for all bus drivers) and/or certifications required by the State of Maryland Department of Transportation.
		- Bidders shall provide documentation that a sufficient number of buses are available.
1. **Bid Requirements** **(See Section 3.5)**

- Include in this section a list of all key personnel (ref. Section 3.5 B)

* + - Include in this section copies of training certification for all drivers in First Aid, CPR, Defensive Driving, and Blood Borne Pathogens, in accordance with Section 3.5 C.
		- Include in this section the identity and a complete description of the role for any subcontractor used relative to the Bid (see Section 3.5 D).
		- Include in this section a copy of the Bidder’s Inclement Weather Policy.

1. **References**

The Bidder shall supply three (3) current (within the last two years) professional reference letters to support the Bid. Reference letters shall be submitted by the reference source, directly to the Bidder in separately sealed envelopes for inclusion with the Bid. Reference letters should include the solicitation number, Bidder’s name and speak to the Bidder’s qualifications, character, service provided, performance (when performance occurred, dollar value, whether contract requirements were met on time and whether within budget, and whether contract goals were met), etc. The reference letter should identify a contact name and an e-mail address and current telephone number.

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

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

1. **Statement of Fiscal Integrity**

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

1. Current balance sheet
2. Certified financial statement
3. Dun and Bradstreet rating
4. Line of credit
5. Successful financial track record
6. Evidence of adequate working capital

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

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

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

1. **Additional Information:** This section, which is optional, should include any additional information the Bidder deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.
2. **Company Literature:** If company literature or other material is intended to respond to any IFB requirements, it must be included in this section and the Bidder's responses in previous sections of the Bid must include reference to the document(s) by name and page citation. Bids submitted without these references and citations will be considered complete without need to refer to documents in this section for the Bidder's responses to IFB requirements.
3. **Forms: Include in the original volume only 1 original of each of the following forms:**
4. Bid/Proposal Affidavit **(Attachment B)**
5. Certification Regarding Lobbying **(Attachment F)**
6. **Price Sheet:** Each vendor shall complete a Price Sheet **(Attachment A)**,

 which states the price proposed in response to the IFB.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”SECTION V. EVALUATION PROCEDURES**

**5.1 Bid Opening and Evaluation**

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

All vendors' Bids received by the closing deadline will be evaluated by the Procurement Officer.

**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 will normally disqualify a vendor's Bid.

**5.4 Bid Evaluation and Award**

The Contract will be awarded to the responsible Bidder who submits a responsive Bid that meets the specifications set forth in the Invitation for Bids, and provides the most favorable Bid 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.

The Contract award resulting from the IFB is subject to appropriate State approvals.

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**SECTION VI. APPENDICES**

Attachment A Price Sheet

Attachment B Bid/Proposal Affidavit (to be completed and submitted with the Bid)

Attachment C Contract Affidavit (to be completed by successful Bidder only upon

 notification of selection)

Attachment D Contract (sample only - to be completed by successful Bidder only upon

 notification of selection)

Attachment E Electronic Funds Transfer Form

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

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

Attachment G Bidder Minimum Qualifications

Attachment H Transportation Referral Form

Attachment I Maps of Southern Maryland Counties

Attachment J Contract Compliance Checklist and Time Frames