

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.

Bid/Proposal Number SCDSS/FIA/09-001-S

entitled On-Site Drop-In Day Care 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: \_\_\_\_\_

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!!!**

ADPICS NUMBER N00R9200010

STATE OF MARYLAND

DEPARTMENT OF HUMAN RESOURCES  
SOMERSET COUNTY DEPARTMENT OF SOCIAL SERVICES  
30397 MT. VERNON ROAD  
PRINCESS ANNE, MARYLAND 21853

REQUEST FOR PROPOSALS (RFP)

FOR

ON SITE DROP IN DAY CARE SERVICES  
DHR AGENCY CONTROL NUMBER: SCDSS/FIA-09-001-S:

**IMPORTANT NOTICE:** *Prospective Offerors 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 RFP can be sent to them. Any prospective Offeror 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). The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).*

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

Issued: January 12, 2009

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## **SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS**

### **1.1 Summary Statement**

The Department of Human Resources, Somerset County Department of Social Services intends to acquire On-site drop-in day care services for the purpose of providing drop-in day care to children of agency customers while they complete application processes and utilize the on-site resources provided by the local department. The contractor or employees thereof, will perform the services on the premises of Somerset County Department of Social Services at the designated Day Care Center location. The contract will be awarded for the period of May 1, 2009 through April 30, 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 RFP is the issuing office presented below:

Somerset County Department of Social Services  
P.O. Box 369  
30397 Mt. Vernon Road  
Princess Anne, Md. 21853

Joyce Cottman  
Assistant Director of Administration  
Procurement Officer  
Phone (410) 677-4389  
Fax (410) 677-4300  
Email: [jcottman@dhr.state.md.us](mailto:jcottman@dhr.state.md.us)

### **1.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on **Tuesday, January 27, 2009 beginning at 11:00 a.m.** at the Somerset County Department of Social Services; 30397 Mt. Vernon Road, Building 1 Multi-purpose Room; Princess Anne, Md. 21853

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by (insert date and time), all potential Offerors planning to attend call Joyce Cottman at (410) 677-4389 with such notice. In addition, if there is a need for sign language interpretation and/or other special

accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the Conference and to those prospective Offerors known to have received a copy of this RFP. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In addition, as the procurement is expected to exceed \$100,000, minutes of the Conference will be recorded and distributed as soon as practicable, in accord with State Finance and Procurement Article §13-210(a), Maryland Annotated Code.

#### **1.4 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additional questions, both written and oral, will be accepted from the prospective Offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Answers to all substantive questions that have not previously been answered, will be distributed to all Offerors who are known to have received the RFP.

Should a potential Offeror identify alleged ambiguities in the specifications or contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer prior to the Proposal due date.

#### **1.5 Closing Date**

An original, to be so identified, and two copies of each Proposal (Technical and Financial, See Section IV) must arrive to the Procurement Officer by **4:00 p.m. on Friday, February 6, 2009** in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered.

## 1.6 **Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror will be included by reference in any resulting contract. All prices, costs, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the date Best and Final Offers, if any, are submitted. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

## 1.7 **State Project Manager**

The State Project Manager for this Contract is:

Terri Jackson  
Assistant Director of Family Investment  
P.O. Box 369  
Princess Anne, Md. 21853  
410 677-4380 (telephone)  
410 677-4300 (fax)  
[tjackso2@dhr.state.md.us](mailto:tjackso2@dhr.state.md.us)

This person will serve as the sole point of contact for the Contractor in regards to the Contract resulting from this RFP.

## 1.8 **Glossary of Terminology, Abbreviations, and Acronyms**

**Acute Illness** means an abnormal condition of the body with rapid onset accompanied by abnormal symptoms and signs that has a short course of duration, as opposed to a chronic illness of long duration.

**CCA** means Child Care Administration, a unit of the Maryland State Department of Education.

**COMAR** means Code of Maryland Regulations

**Custodial Supervision** means parentally authorized oversight of a child by an individual other than the child's parent or guardian. Custodial Supervision includes responsibility for the well-being and the whereabouts of the child for a given period of time; and direct transfer of the custody of the child from and to an authorized person. Custodial Supervision **does not** include the oversight of a child who is participating in a specific activity, such as scouting, sports, or youth clubs.

**DHR or Department** means the Maryland Department of Human Resources

**Drop-In Center** means a child care center, which only provides care to children on an

intermittent and occasional basis for less than 4 hours a day.

**MSDE** means the Maryland State Department of Education

**RFP** means Request for Proposals

**SCDSS** means the Somerset County Department of Social Services, a unit of the Department.

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## **SECTION II. GENERAL INFORMATION**

### **2.1 Purpose**

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### **2.2 Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offer from complying with all terms of any such amendment.

### **2.3 Cancellation of the RFP**

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

### **2.4 Acceptance of Proposal and Terms and Conditions**

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

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.

### **2.5 Additional Information**

Offerors who submit Proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order

to clarify or document their Proposals.

## **2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, 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**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP. Oral, electronic mail or facsimile Proposals will not be accepted.

## **2.8 Alternate Proposals**

An Offeror shall not submit an alternate Proposal in response to this RFP.

## **2.9 Multiple Proposals**

An Offeror shall not submit more than one Proposal in response to this RFP.

## **2.10 State Supplied Services and Facilities**

- Rent free Day Care location (space approximately 20 feet x 20 feet)
- Free Parking
- Heat, air conditioning, electricity, and rest room facilities
- Children's activity items
- State Computer (when available)
- Routine after-hours janitorial services. The Contractor will be responsible for all cleanups associated with childcare.
- Fully stocked First Aid Kit. Contractor will be responsible for replenishing first aid supplies for the kit.

## **2.11 Working Hours and Location**

The services required for this RFP shall be performed at the Somerset County Department of Social Services' Drop-In Day Care Center. Hours of operation will be 8:00 a.m. until 5:00 p.m., Monday through Friday except for facility closures due

to emergency, inclement weather or observed State Holidays (**Attachment L**).

## **2.12 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of 3 years. It shall begin on or about May 1, 2009, and end April 30, 2012. In the event that the Contract does not commence on May 1, 2009, the Contract shall be effective from the date it is approved by the Board of Public Works and continue in effect for the full 3-year contract period

## **2.13 Multi-Year Contract**

- A. Services shall be required for the entire time of performance.
- B. Employee compensation shall be based on a fixed hourly rate. Offeror shall also propose a fixed price for supplies and services, other than employee salaries as provided on the Pricing Proposal (**Attachment A**).
- C. The multi-year contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The Procurement Officer shall notify the Contractor on a timely basis if the funds are not available for the continuation of the Contract for each succeeding fiscal period.
- E. Offerors shall submit prices for the entire time of performance.

## **2.14 Bid/Proposal Affidavit**

The Bid/Proposal Affidavit, **Attachment B**, must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

## **2.15 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 that represents other corporations as a resident agent.

Any potential Offeror 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 Offeror be completely registered prior to the due date for receipt of Proposals. Failure to do so may result in a Proposal being deemed unacceptable.

## **2.16 Contract Affidavit**

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

## **2.17 Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their Proposals that 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. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

## **2.18 Contractor's Responsibilities**

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

## **2.19 Document Ownership**

In the event of Contract award, all data and documentation produced as part of the Contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the contractor or subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the contractor or subcontractor(s) without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding financial Proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be

returned to the Offeror.

## **2.20 General Contractual Conditions**

Any Contract resulting from this RFP 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 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. The Offeror must enter its legal name in the appropriate spaces on the first page of the contract and the Federal Tax Identification Number or Social Security Number and the dollar amount of the Proposal on page two.

## **2.21 Payment Terms/Billing**

The successful Offeror shall bill the Department monthly by the 10<sup>th</sup> day of the month following the report month for work that has been performed in accordance with the terms of the contract (**Sample Invoice—Attachment K**). Payment will be made based upon actual hours worked by each employee for the month, and 1/12 of the annual amount for supplies each month. When the Contractor has closed the day care for three (3) hours or more during the agency's days of operation payment will not be made for that day.

Funding for any Contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold contract payment in the event the contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the contractor otherwise materially breaches the terms and conditions of the contract. Withheld payments will be forwarded to the Contractor upon receipt and approval by SCDSS of any outstanding deliverables.

Invoices must be addressed to: Somerset County Department of Social Services  
P.O. Box 369  
Princess Anne, Maryland 21853  
Attn: Terri Jackson

All invoices must (at a minimum) be signed and dated in addition to including the Contractor's mailing address, the Contractor'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.

## 2.22 e-Maryland 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 RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

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

- *Online Goods and Services Profile:*

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

- *Instant Notification of Opportunities:*

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

- *Solicitations Online:*

You can review and respond to State and in some cases 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.**

## 2.23 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 Offeror 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.

## **2.24 Contract Award**

Award of a Contract, if any, generally will be made within 120 days after the closing date for submission of Proposals or the date Best and Final Offers, if any, are submitted, and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

The Contract for this solicitation shall be awarded on a fixed price basis and will be based on the availability of appropriations provided by the State of Maryland General Assembly.

This procurement is being conducted in accordance with COMAR Title 21.05.03, Procurement by Competitive Sealed Proposals.

## **2.25 Compliance with Law**

By submitting a Proposal in response to this RFP, the Offeror, 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 Proposal in response to the RFP, the Offeror 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.

## **2.26 Protests**

An Offeror 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 Code of Maryland Regulations (COMAR) Title 21, State Procurement Regulations, Subtitle 10, Administrative and Civil Remedies.

## **2.27 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.28 Minority Business Enterprise Reporting**

The Department of Human Resources is responsible for reporting procurement activity with all Minority Business Enterprises (MBEs) to the Governor's Office of Minority Affairs. Only those vendors who have been certified as a MBE by the Maryland Department of Transportation (MDOT) can be counted in this report. In order to fulfill the reporting responsibility, it is requested that all Offerors complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their Proposal.

A non-profit entity organized to promote the interests of the mentally or physically disabled and vendors who are at least 51% owned and controlled by one or more of the following categories meet the definition for MDOT certification: African Americans, American Indians, Hispanics, Asian Americans, Women, Physically or Mentally Disabled. Inquiry and/or application can be made directly to the Maryland Department of Transportation, Office of Minority Business Enterprise.

## **2.29 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

No MBE Subcontracting goal has been established for this procurement.

## **2.30 Late Payment of Subcontractors – Prompt Payment Policy**

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
1. Not process further payments to the Contractor until payment to the subcontractor is verified,
  2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
  3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
  4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
  5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.

- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
1. Affect the rights of the contracting parties under any other provision of law;
  2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  3. Result in liability against or prejudice the rights of DHR.
- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
1. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
  2. This verification may include, as appropriate:
    - a. Inspecting any relevant records of the Contractor
    - b. Inspecting the jobsite; and
    - c. Interviewing subcontractors and workers.
    - d. Verification shall include a review of:
      - 1) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
  3. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
    - a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
  4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:

- a. Terminate the Contract;
  - b. Refer the matter to the Office of the Attorney General for appropriate action; or
  - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **2.31 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 prior to the commencement of any activities.

The following type(s) of insurance and minimum amount(s) of coverage are required: Employee Liability Insurance with a minimum amount of \$1,000,000 coverage

Fidelity Bonding with a minimum amount of \$5,000 coverage.

The State shall receive written notification of non-renewal from the issuer of the insurance policies at least sixty days before the expiration of said policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy.

### **2.32 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 conjunction 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 Proposal must include a completed Certification Regarding Lobbying (**Attachment G**).

### 2.33 Oral Presentations

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the Offeror's Proposal and are binding if the contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

### 2.34 Non-Profit Affirmation

It is recognized that several Departments do a significant amount of business with non-profit organizations that cannot be certified as Minority Business Enterprises (MBE's) regardless of their minority makeup. This business has a detrimental effect on the Department's ability to meet its overall MBE procurement participation goal. Accordingly, the Governor's Office of Minority Affairs has developed the Minority Managed Non-Profit Affirmation Form (**Attachment H**), as a means of reporting these procurements. Non-profit organizations are encouraged to complete the Affidavit and include it along with their Proposals.

### 2.35 Living Wage Requirements

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 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 contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 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 deemed to be a **Tier 2 Contract**.

### **2.36 Hiring Agreement**

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

### **2.37 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 in §10-611 et. Seq., State Government Article and Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.01.07

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

### **2.38 False Statements**

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

- (a) 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.
- (b) 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 5 years or both.

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## SECTION III. SPECIFICATIONS

### 3.1 **Background**

In July 1999, in response to welfare reform legislation the Somerset County Department of Social Services (SCDSS) established a job center to help families meet the desired outcomes of welfare reform, employment, and work towards self-sufficiency. In July 2001, additional space was acquired by SCDSS that included space to provide an on-site drop in day care center. The center provides childcare for SCDSS customers while they are receiving agency services, job skills training and participating in activities to work towards gainful employment.

The target population served by the on site day care includes Temporary Cash Assistance (TCA) applicants and recipients and transitional benefit recipients. The on site drop in day care has proven to be an integral part of the agency's efforts to meet welfare-to-work goals.

Parents rely on the agency to provide services that help support the family and provide activities that allow them to work towards employment and becoming self-sufficient. The on site drop in day care center allows parents to effectively participate in all services that are available on the premises by providing high quality care to their children while they are using agency resources.

From the beginning of this service, the average stay for a child or infant has been two hours. Typically, the day care center serves 4-5 children/infants per day. In calendar year 2007, 605 children were served: 160 under two years of age, and 445 ages 2 – 5.

### 3.2 **Scope of the Project**

The SCDSS Day Care Center is classified as a Drop-In Center. Because the parents are on the same premises as the children, the Center does not meet the State's definition of Child Care (COMAR 13A.16.01.02.B (13)). SCDSS needs continued management and staffing of the on site day care center that is a component of its ongoing welfare-to-work efforts. Parents receiving services at the Somerset County Department of Social Services sign their children into the day care center and a daily log is completed indicating the facility location of the parent(s) to allow immediate contact if needed (**Attachment M**). The childcare workers ensure a healthy and safe environment for the children/infants under their care and provide toys, children's videos, and interactive play. No meals are served due to the average short stay of the children.

COMAR 13A.16.04.01 limits the number of children allowed in the Center at one time based upon the floor space and applicable codes, including zoning, building and

fire codes. Based upon the size of the office, the maximum number of children allowed at the Center at any one time is limited to the following:

2 infants, 8 children

3 infants, 6 children

Infant Definition: 6 weeks to 18 months

Children Definition: 18 months to 5 years, including kindergarten

The demand for services fluctuates day-to-day but the center must remain staffed to meet any demand up to the maximum.

To provide a safe and healthy environment for all children, those with a fever, vomiting, diarrhea, or unhealthy looking skin rashes will not be permitted to stay in the Center. Operators are not to admit a child to care or allow a child to remain in care when the child is exhibiting symptoms of acute illness.

### **3.3 Objectives**

The overall objective of the SCDSS On-site Drop In Day Care Center is to provide skilled, high quality child care services to the children/infants of Temporary Cash Assistance parents.

### **3.4 Requirements**

#### **3.4.1. Offeror Requirements:**

The Offeror shall provide a minimum of two staff persons to work at the day care center. Persons assigned to the Center must have background checks completed prior to assignment to the Center; and must be certified by CCA as a child-care worker. One staff person must be certified by CCA as a senior child-care worker.

#### **3.4.2. Contractor Requirements:**

The Contractor shall:

1. Provide custodial supervision to children ages 6 months to 5 years while parents remain on the premises. The service is to be provided on demand to a maximum number of 10 children at a time. The demand for services fluctuates day to day but the center must remain staffed to meet demand up to the maximum number of children.
2. Ensure that all parents sign-in and sign-out their children each day using the Daily Log Report (**Attachment M**). Copies of the Logs must be maintained in a file for each month in the Day Care Center. The files must be available for review by the agency's Family Investment Assistant Director and the

Assistant Director of Administration upon request. Files must be maintained on site for a three (3) year period.

3. Design and implement age appropriate care and activities for the children/infants.
4. Maintain a clean, healthy, safe, enriching and caring physical and emotional environment in the center.
5. Provide all expendable supplies necessary to properly care for children, including, but not limited to, disposable diapers, facial tissues, disinfectant for spot cleaning, sanitary wipes and refill of first aid kit supplies.
6. Immediately notify a child's parent and Assistant Director of Family Investment if the child becomes ill or injured. Children who, in the opinion of the day-care provider or the Assistant Director of Family Investment, become disruptive to the point of endangering the health or well being of the child or others in the day care center will be returned to the parent. Immediately prepare an Incident Report detailing the circumstances surrounding the illness, injury, or grounds for removing a child from the center. This Report is to be submitted at the end of each workday to the State Project Manager (Section 1.7).
7. Participate in meetings and work groups as requested, offer recommendations for enhancements to services, and comply with DHR's standards of dress and appearance (**Attachment O**), work habits, and interaction with others. Additional documentation regarding work habits and interaction with others will be distributed during the Post-Award Orientation Conference (Section 3.7).
8. Participate in agency fire and evacuation drills. The agency evacuation and fire drill procedures will remain posted in the day care facility.
9. Complete a Local Child Care Contractual Services Quarterly Report that documents the number of visits per day, the number of children served and the number of families served (**Attachment N**).

### **3.5 Deliverables**

All Deliverables shall be submitted to Terri Jackson, Assistant Director of Family Investment, Somerset County Department of Social Services, P.O. Box 369, Princess Anne, Maryland 21853 as follows:

1. Monthly Invoice (Attachment K) by the 10<sup>th</sup> working day of the month following the report month.

2. Local Child Care Contractual Services Quarterly Report (Attachment N) by the 10<sup>th</sup> working day following the end of the quarter. The reports must be submitted for the periods of: January – March, April – June, July – September, & October – December.
3. The Drop In Day Care Center Daily Log (Attachment M) daily at the end of each workday.
4. Incident Report at the end of each workday.

Additional data requests will be made in writing specifying the nature of the data needed. SCDSS estimates it may make approximately six (6) requests per year for additional data. Such requests will be given two weeks in advance.

**Failure to submit required reports/information within timeframes identified may result in termination of any contract awarded through this RFP or reduction/withholding of Contract payment as identified in Section 2.21 of this RFP. Final invoice payment is contingent upon receipt of all Deliverables identified above.**

### **3.6 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 center as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

### **3.7 Post-Award Orientation Conference**

Within two weeks prior to the Contract start date, the SCDSS Contract Manager, Assistant Director of Administration/Procurement Officer, the Assistant Procurement Officer, Contractor and/or Contractor's Project Manager 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 Offeror.

## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, *eMaryland Marketplace* identification number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received. **An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these terms may be rejected.**

### 4.2 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the cost Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted as two separate enclosures as indicated in Sections 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal).

### 4.3 Volume 1 - Technical

The technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

#### **A. Proposed Service:**

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives of the RFP. This section shall also contain **Compliance with RFP Specifications**. This section shall be prepared in the same sequence as the Specifications (Section III) of this RFP. The Proposal shall include a description of the work plan (includes completeness and soundness of plan; choice of methodology techniques; and project management, process reporting). A description of the work plan and deliverables that shall clearly show how the offeror will fulfill the procurement objectives. The offeror 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.

1. Describe in detail the type of age appropriate activities and care planned.
2. Describe in detail steps staff will take in case of an emergency or fire drill or if a child becomes ill while at the day care center.

**B. Qualifications**

A description of the Offeror's qualifications shall clearly show the following:

1. Related experience in caring for children in the specified age groups in a day care setting. Include any paid or volunteer experience. Include the name, address and telephone number of the facility where the experience was gained and describe the tasks performed.
2. Provide the name, address, and telephone number of any facility where training was received and describe the nature of the training. Provide copies of any certificates received as a result of the training.
3. Provide a copy of the childcare worker certificates for day care staff assigned to this contract.

**C. Understanding the Problem:**

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented.

**D. Personnel:**

This section shall include job descriptions and individual résumés for the personnel who are to be assigned if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have. The key personnel identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP. Prior to diverting any of the specified individuals to assignments other than this Contract, 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 services provided under the Contract. No diversion shall be made by the Contractor without the written consent of the State Project Manager (see Section 1.7). Replacement of any personnel, including personnel who leave the employment of the contractor, shall be with personnel of equal ability, qualifications and experience.

## **E. References:**

The Offeror shall supply two professional references to support the Proposal. Reference letters can be sent directly to the Procurement Officer from the reference source, or submitted by the reference source directly to the Offeror in a separately sealed envelope for inclusion with the Offeror's Proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance, etc.

The references shall be current. Identify the name of each reference, point of contact, and telephone number. The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

As part of its offer, each Offeror 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 Offeror is to provide:

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

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

## **F. Economic Benefit to the State of Maryland**

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

- a) The estimated percentage of contract dollars to be recycled into Maryland's

economy in support of the contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

- b) The estimated numbers and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the contractor has committed at both prime and, if applicable, subcontract levels.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- d) The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
- e) The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offeror's Proposal.

**G. Additional Information:**

The Offeror shall present a copy of certificate of insurance evidencing coverage as specified in Section 2.30 of this RFP.

**H. Company Literature:**

If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.

**I. Forms**

- 1. Bid/Proposal Affidavit (**Attachment B**)
- 2. Minority Business Enterprise Report (**Attachment F**)
- 3. Certification Regarding Lobbying (**Attachment G**)
- 4. Living Wage: Affidavit of Agreement (**Attachment I**)

**4.4 Volume II - Financial**

This volume should contain all price information for all services and products proposed. This volume must contain the following sections:

Pricing Proposal – **Attachment A**  
Budget Narrative

**Living Wage**

The Contractor shall be compliant with the requirements of Section 2.34 of the RFP and use the labor rates established at the time of submission of the Proposal (see **Attachment I**).

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## **SECTION V. EVALUATION PROCEDURES**

### **5.1 Evaluation Committee**

All Offerors' Proposals received by the closing deadline will be evaluated by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### **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 Offerors 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 Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, 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 offer 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 Offeror submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the Offeror's resident State that pertains to that State's treatment of nonresident Offerors.

### 5.3 Qualifying Proposals

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose technical Proposals are not accepted will be notified in writing and the financial Proposal will be returned unopened.

### 5.4 Technical Evaluation

The State reserves the right, in its sole discretion, to award a contract based upon the written Proposals received without prior discussions or negotiations. The Evaluation Committee will rank the Proposals according to the criteria established in Section 5.5. No price data should be provided in the technical Proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the contract.

## RESPONSIBILITY

### A. General

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

### B. Discussions

The State may award a contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and

negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors that have not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

C.

## **5.5 Criteria for Technical Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Technical Proposals will be ranked according to the following major criteria:

### **Evaluation Criteria**

- A. Proposed Services – Section 4.3 A**
- B. Qualifications – Section 4.3 B**
- C. Understanding the Problem – Section 4.3 C**
- D. Personnel – Section 4.3 D**
- E. References – Section 4.3 E**
- F. Economic Benefit to the State – Section 4.3 F**

## **5.6 Financial Evaluation**

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will determine the total price of each Proposal in order to establish a financial ranking of the Proposals, from lowest to highest total price.

## **5.7 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of

the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

#### **5.8 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

#### **5.9 Final Evaluation and Recommendation for Award**

The Committee will make a recommendation for award of the contract to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the final technical and financial evaluations. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

## SECTION VI. APPENDICES

### State Forms Required with Every RFP

Attachment A	Pricing Proposal (to be completed by Offeror and returned with Financial Proposal)
Attachment B	Bid Proposal Affidavit (complete and submit with Technical Proposal)
Attachment C	Contract Affidavit (to be completed by successful Offeror only, upon notification of selection)
Attachment D	Sample Contract
Attachment E	Electronic Funds Transfer (form COT/GAD X-10) (mandatory <u>if a new registrant</u> —submit to the Comptroller’s Office upon notification of selection for award)
Attachment F	Minority Business Enterprise Report (complete and submit with Technical Proposal)
Attachment G	Certification Regarding Lobbying (complete and submit with Technical Proposal)
Attachment H	Minority Managed Non-Profit Affirmation Form (complete and submit with Technical Proposal)
Attachment I	Living Wage: Affidavit of Agreement (MUST complete and submit with Technical Proposal)
Attachment J	Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)

### Forms Specific to this RFP

Attachment K	Sample Invoice
Attachment L	State Holidays
Attachment M	Drop In Day Care Center Daily Log
Attachment N	Child Care Quarterly Report
Attachment O	Department of Human Resources Dress Code Guidelines