

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 SSA/IHA/09-001-S entitled In Home Aide 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 the Remarks section below)
- 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!!!**

**STATE OF MARYLAND**

Office of Adult Services  
Social Services Administration  
Maryland Department of Human Resources  
311 West Saratoga Street  
Baltimore, Maryland 21201

**INVITATION FOR BIDS (IFB)**

**FOR**

**In Home Aide Services**

**DHR AGENCY CONTROL NUMBER: SSA/IHA/09-001-S**

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

*In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). 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: (April 20, 2009)

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## SECTION I. OBJECTIVE OF INVITATION FOR BIDS

### 1.1 Summary Statement

The Maryland Department of Human Resources (DHR), Social Services Administration's (SSA) Office of Adult Services (OAS) intends to award multiple Contracts to qualified vendors for the provision of In-Home Aide services (Personal Care, Chore Services, Respite Care, and Nursing Evaluation/Supervision services - see Section 1.10, Glossary of Terms), in the jurisdictions listed below via the Local Departments of Social Services (LDSS). In-Home Aide services are provided in the homes of persons who are eligible for DHR In-Home Aide Services and in the homes of individuals who have been determined to have functional disabilities as defined in COMAR 07.06.12.02 B (6) (**Attachment S**) (i.e. cannot perform activities of daily living such as dressing, bathing, eating, toileting, transferring from bed to chair, etc. without assistance). Contracts awarded will be for a five-year period beginning on or about September 1, 2009 and will end on or about June 30, 2014.

Baltimore City	Dorchester County	Queen Anne's County
Baltimore County	Frederick County	Somerset County
Calvert County	Garrett County	St. Mary's County
Caroline County	Harford County	Talbot County
Carroll County	Howard County	Washington County
Cecil County	Kent County	Wicomico County
Charles County	Prince George's County	Worcester County

Allegany, Anne Arundel and Montgomery counties have local arrangements for service provision and are not included in this solicitation.

A roster of successful Bidders, from lowest to highest bid will be made available to each LDSS for use. **Each Contractor's bid amount will determine that Contractor's order of placement on the roster; for example, the lowest bid offered will result in the highest place on the roster of available contracted providers, and so on** (see Section 3.2).

Bidders can propose to serve more than one jurisdiction, however a separate Bid must be submitted for each jurisdiction proposed to serve. Each Bid must be submitted in a separately sealed envelope and include on the envelope the Bidder's name and jurisdiction for service. See Section 4.4 (Single Step Sealed Bidding) for Bid content.

### 1.2 Issuing Office

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

Fran Avallone

Procurement Officer  
Maryland State Department of Human Resources  
311 West Saratoga Street  
Room 946  
Baltimore, MD 21201  
Tel: (410) 767-7404  
Facsimile: (410) 333-0258  
Email: [favalone@dhr.state.md.us](mailto:favalone@dhr.state.md.us)

### **1.3 Pre-Bid Conference**

A Pre-Bid Conference will be held on **Friday, May 1, 2009** beginning at **10:00 a.m.** at **Howard County Dept of Social Services, Multi-Purpose Room, 7121 Columbia Gateway Drive, Columbia, Maryland 21046.**

Attendance at the Pre-Bid Conference is not mandatory, but all interested vendors are encouraged to attend in order to facilitate better preparation of their Bid. In addition, attendance may facilitate the Bidder's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by Tuesday, April 28, 2009 at 2:00 p.m., all potential Bidders planning to attend call Fran Avallone at (410) 767-7404 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. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be made available to all prospective Offerors known to have received a copy of this IFB, free of charge, via *eMaryland Marketplace* and the DHR web page, [www.dhr.state.md.us](http://www.dhr.state.md.us).

### **1.4 Questions and Inquiries**

Written questions from prospective Bidders will be accepted by the Procurement Officer 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. Additionally questions, both written and oral, will be accepted from the prospective Bidders attending the Pre-Bid Conference and will be answered at this Conference or in a subsequent transmittal. (No substantive question will be answered prior to the Pre-Bid 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 vendors who are known to have received the IFB.

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.

**1.5 Bid Opening Date**

**Time: 1:00 p.m.**

**Date: Monday, May 11, 2009**

**Place: Dept. of Human Resources, 311 W. Saratoga St., Room 104,  
Baltimore, Maryland 21201**

Unless specified otherwise Bids will be opened publicly. The apparent awardees will be announced at that time. A notice of the recommended awardees will be provided to all Bidders within 5-days after the Bid Opening Date.

**1.6 Bid Modification or Withdrawal**

Bids may be modified or withdrawn by written notice received in the issuing office (ref. Section 1.2) before the time and date for Bid opening indicated in Section 1.8.

**1.7 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 **90** 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.

**1.8 Bid Closing Date**

The original, to be so identified, and 5 (**five**) copies of each Bid must arrive at the Issuing Office (ref. Section 1.2) by Monday, May 11, 2009 at 12:00 p.m. in order to be considered. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered.

**1.9 State Project Manager**

The State Project Manager for this Contract is:

Sherryl D. Gray  
Office of Adult Services  
Social Services Administration

Maryland Department of Human Resources  
311 West Saratoga Street  
Baltimore, Maryland 21201  
Phone: 410-767-7736  
Email: [sgray@dhr.state.md.us](mailto:sgray@dhr.state.md.us)  
Fax: 410-333-0079

After Contract award(s), this person will serve as the sole point of contact for the Contractor in regards to the Contract(s) resulting from this IFB.

## 1.10 **Glossary of Terms**

**Aide** – One who assists in the home care of persons who are functionally disabled (unable to perform activities of daily living like dressing, bathing, eating, toileting) by providing personal care, chore services, transportation and escort services and respite care.

**Care Plan** – An individualized plan to meet the specific needs of the client and who is responsible for providing the services.

**Chore Services** – Meal planning and preparation, regular housekeeping tasks, shopping and packing and unpacking client's possessions when required.

**In-Home Aide Services** – Provides personal assistance services to adults with functional disabilities in their homes in order to prevent or reduce the length of institutional placement.

**LDSS Approved Individual Provider** – A self-employed individual identified by the client.

**Nursing Evaluation** – A registered nurse evaluates the client's health care and current conditions and situation that makes him/her unable to perform activities of daily living when the applicant is in need of personal care.

**Nursing Supervisor** - A registered nurse who provides on-site instruction/demonstration of personal care tasks when necessary; re-evaluates the client as needed or every 60 days; and observes and evaluates the aide's performance.

**Personal Care Services** – Services provided by the Aide with Nursing Evaluation/Supervision includes, but is not limited to: bathing, feeding and dressing, grooming, medication, mobility, oral hygiene, toileting and transportation/escort services.

**P.O.S. Miles** (for Quick Response) - Miles from the Contractor's office to the client's home and back to the office **or** miles from the Aide's home to the client's and back.

**Purchase of Service Order (POS 520)** – The order to purchase the services required by

the client that are determined in the Personal Care Plan.

**Registered Nurse** – A nurse who has completed extensive training and has passed a specific state examination qualifying her/him to perform complete nursing services.

**Respite Services** – The supervision of an adult with a disability in the absence of the caretaker.

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## SECTION II. GENERAL INFORMATION

### 2.1 **Purpose**

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

### 2.2 **Amendments to the IFB**

If it becomes necessary to revise any part of this IFB, amendments will be provided to all vendors who received the initial IFB or are known to have subsequently received the IFB. Acknowledgment of the receipt of all amendments, addenda, and changes issued will be required from all vendors receiving the IFB in the Transmittal Letter accompanying the Bid. Failure to acknowledge receipt does not relieve the Bidder from complying with all terms of any such amendment.

### 2.3 **Amendment or Cancellation of the IFB**

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

### 2.4 **Bid Acceptance**

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

**By submitting a Bid in response to this IFB, a Bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB unless otherwise clearly noted and explained in its Bid as an attachment to the transmittal letter as required in Section 4.3. 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. **Oral, electronic mail, and facsimile Bids will not be accepted.**

## 2.8 **Working Hours and Location**

The In-Home Aide Services to be provided by this contract will primarily take place in the residence of the client referred to the vendor for service. These services may also involve accompanying the client to appointments, or if providing Chore Services may involve trips to the grocery store, laundry facilities, etc. Depending on the individual needs of specific clients referred for service, contractual personnel may be needed to provide services on other than a regular Monday through Friday schedule, such as evenings, weekends and/or holidays.

## 2.09 **Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of five (5) years. It shall begin on or about July 1, 2009, and end June 30, 2014 however, if the term does not start on July 1, 2009, the Contract will last for five years.

## 2.10 **Multi-Year Contract**

- A. Services are required for the entire 5-year Contract period.
- B. A Fixed Unit Price shall be given for each service as specified on Attachment A.2 and the Fixed Unit Prices shall be the same throughout the Contract except as stated on Attachment A.2.
- 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 State's Project Manager shall notify Contractors on a timely basis if funds are not available for the continuation of the Contract for each succeeding fiscal period.

## 2.11 **Bid/Proposal Affidavit**

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

## 2.12 **Public Information Act Notice**

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

### **2.13 Contractor's Responsibilities**

The selected Bidder(s) 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. Additional information regarding MBE subcontractors is provided under Sections 2.25 through 2.29 below.

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.

### **2.14 Corporate Registration**

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

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. Failure to do so may result in a Bid being deemed unacceptable.

### **2.15 Contract Affidavit**

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

### **2.16 General Contractual Conditions**

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland

and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and the Contract Affidavit (**Attachment C**).

Prior to award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor. The vendor 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 Bid on page two.

## **2.17 Terms of Payment**

The successful vendors shall bill the appropriate Local Department of Social Services by the 15th working day of the month following each month of service using the Purchase of Services Order (DHR/SSA 520, **Attachment Y**).

For hourly measured services, units should be calculated as follows: 1 – 14 minutes = 0.25 hours, 15 – 30 minutes = 0.50 hours, 31 – 45 minutes = 0.75 hours, 46 – 60 minutes = 1.00 hour.

### **Health Insurance Reimbursement**

**In cases where clients are eligible for Medicare, Medicaid, or other health insurance Contractors are required to submit requests for those covered services to those or any other program from which a referred client is eligible for benefits, and from whom the Contractor is eligible to receive reimbursement. The Contractor will only invoice the LDSS for services not reimbursable through other programs.**

Funding for any contract(s) resulting from this IFB 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. Contract payment will be released once all required deliverables are received.

Invoices shall be addressed to the Local Department that requested services from the Contractor. The name of each person in the Local Department to receive the monthly invoice will be provided to successful Bidders at the Post-Award Orientation Conference (see Section 3.7).

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

## 2.18 *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://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.**

## 2.19 *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.

## **2.20 Contract Type**

The Contracts that result from this IFB will be Indefinite Quantity Contracts with a Fixed Unit Price, in accordance with COMAR 21.06.03.06.

## **2.21 Contract Award**

Award of a Contract or Contracts, 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. Multiple Contracts shall be awarded per jurisdiction to the responsible Bidders whose Bid meets the specifications set forth in this IFB and provides the lowest price. The State reserves the right to make the awards 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.

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

## **2.22 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.

## **2.23 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.

## **2.24 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 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.26 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 Bidders complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their technical offer.

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.

## **2.27 Minority Business Enterprise Participation**

The Bidder shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) goal stated in this Invitation for Bids. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

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

A MBE subcontract participation goal of **10%** of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Bidder agrees that this dollar amount of the Contract will be performed by certified minority business enterprises.

Bidders are prohibited from subcontracting the direct in-home aid services provided to clients. The only other sources for MBE subcontracting would primarily be in the area of medical supplies, advertising, background checks, printing and copying.

By submitting a response to this solicitation, the Bidder agrees that these dollar amounts of the Contract will be performed by certified Minority Business Enterprises as specified.

- A prime Contractor – including an MBE prime Contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A prime Contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE

subcontractors.

## 2.29 **Minority Business Enterprise Participation Requirements**

### A. **DEFINITIONS**

As used in this Solicitation, the following words have the meanings indicated.

1. "Certification" means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
2. "MBE Liaison" is the employee designated to administer this Department's MBE program.
3. "Minority Business Enterprise" or "MBE" means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - a) at least 51-percent owned and controlled by one or more individuals who are social and economically disadvantaged; and
  - b) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A Minority Business Enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. A MBE must be certified in order to participate in the Department's MBE program.

### B. **CONTRACTOR'S RESPONSIBILITIES**

1. Bidders agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Bidder shall:
  - a) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
  - b) Solicit minority business enterprises in writing at least 10 days before proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
  - c) Attempt to make personal contact with the MBE's solicited and to document these attempts.
  - d) Assist MBE's to fulfill, or to seek waiver of, bonding requirements.
2. Each prime Contractor given solicitation documents as part of a procurement under the MBE subcontract method, can obtain the electronic

version of the MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) for purposes of soliciting subcontract quotations, Bids, or offers from certified MBE's.

3. A minimum certified MBE participation goal has been established for this procurement (see Section 2.28). Contractor agrees that at least this amount of the Contract will be performed by certified MBEs.
4. If awarded the Contract the Contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

C. SOLICITATION AND CONTRACT FORMATION

- A Bidder must include with its offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit **Attachment G** whereby the Bidder acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.
  2. A completed MBE Participation Schedule (**Attachment H**) whereby the Bidder responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Bidder shall specify the price and/or the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**The failure of a Bidder to complete and submit Attachments G and H shall result in a determination that the Bid is not responsive.**

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:
  - a) Outreach Efforts Compliance (**Attachment I**)
  - b) Subcontractor Project Participation Statement (**Attachment J**)
  - c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request (see below) that complies with COMAR 21.11.03.11 (see Section F. Waiver).
  - d) Any other documentation required by the Procurement Officer to

ascertain Bidder responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.**

D. AMENDMENT OF MBE DUE TO UNFORESEEN CIRCUMSTANCES

Any changes to the MBE Participation Schedule **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee(s) shall immediately notify the Procurement Officer regarding MBE changes before execution of a Contract. Contractors shall immediately notify the State's Project Manager regarding MBE changes after execution of a Contract.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Prime Contractor Unpaid MBE Invoice Report, Attachment K).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime Contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Subcontractor Payment Report, Attachment L).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years

after final completion of the Contract.

5. At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. WAIVER

.11 Waiver. Code of Maryland Regulations (COMAR) 21.11.03

If for any reason, a Bidder is unable to achieve the Contract goal for certified MBE participation, the Bidder may request, in writing, a Waiver (Attachment M) to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
  - a) The names, addresses, dates and telephone numbers of certified MBEs contacted, and
  - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that a Bidder considers not to be acceptable, a detailed statement of the reasons for this conclusion;
4. A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE Unavailability Certification (Attachment N) signed by the minority business enterprise, or a statement from a Bidder that the minority business refused to give the written certification.

**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 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 O**).

### **2.32 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 P**), as a means of reporting these procurements. Non-profit organizations are encouraged to complete the Affidavit and include it along with their proposals.

### **2.33 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in **Attachment Q** entitled *Living Wage Requirements for Service Contracts*. If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$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 value are performed in the Tier 2 Area, a Bidder 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 will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in their Bid the location(s) from which services will be provided. The Bidder shall insert the Tier determination (see below, either Tier 1 or Tier 2) on line 8 of the Bid Form (**Attachment A**).

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

### **2.34 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.

### **2.35 Hiring Agreement**

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

### **2.36 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, Maryland Annotated Code.

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.

### **2.37 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:

- (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

DHR's In Home Aide Services (IHAS) is a program of the Office of Adult Services under the Social Services Administration mandated by the Human Services Article 6-501 – 6-505 (see **Attachment S**). The Program is offered through local Departments of Social Services (LDSS) in all Maryland counties and Baltimore City, via Aides employed by the Department, and Contracts with providers in the community.

IHAS achieves the above by assisting customers with activities of daily living, training in self-care, as well as personal care services under nurse supervision. Help with activities such as meal preparation, light cleaning, laundry, shopping, grooming, transferring from bed to chair etc. all assist the customer in remaining at home and out of institutional living arrangements.

During FY 2008, 3,451 individuals and families received IHAS services, which primarily consisted of personal care, and chore services (see **Attachment U**).

### 3.2 Scope of the Project

The Maryland Department of Human Resources (DHR) wishes to create a roster of qualified providers of **Chore, Personal Care, Nursing Evaluation/Supervision, and Respite** services from whom the specific Maryland counties and Baltimore City Departments of Social Services (LDSS) identified in Section 1.1 of this IFB can purchase services {except Allegany, Anne Arundel, and Montgomery Counties, who have chosen to develop their own local arrangements for service provision}. A list of each LDSS's Contact information will be provided at the Post Award Orientation Conference (see section 3.7 below). To reach this objective, DHR intends to enter into contracts that specify rates to be charged for each of the above four services. Each LDSS will have a roster of Contractors that describes and profiles each Contractor's services and lists the rate to be paid. The LDSS can then purchase the listed services from any, all or none of the Contractors at the specified rates. **The Contract between the Contractor and DHR does not guarantee that any services will be purchased; it simply describes that service, sets the rate, places the Contractor on the roster of qualified providers, and recognizes that the Contractor is to be paid if the LDSS wishes to purchase the service. Each Contractor's bid amount will determine that Contractor's order of placement on the roster; for example, the lowest bid offered will result in the highest place on the roster of available contracted providers, and so on.**

Currently, thirteen (13) Contractors provide services in one or more counties across the State. Aides provide in-home services, when requested by the LDSS, to individuals and/or families, for the purpose of promoting, maintaining or restoring health. The services to be provided vary according to the need of each client. The specific Aide duties will be outlined

in the Care Plan Agreement (**DHR/SSA 525A, Attachment Z**) that will accompany a Personal Care Plan (**DHR/SSA 525B, Attachment aa**) completed by the nurse if personal care is involved. These attachments will also be accompanied by the Purchase of Service (POS) Order form (**DHR/SSA 520, Attachment Y**) presented by the LDSS to the Contractor. If there is a change the Contractor will be notified via phone followed by an updated Care plan and POS order.

**Please note that Bidders are prohibited from subcontracting the direct in-home aid services provided to clients. MBE subcontracting would primarily be in the area of medical supplies, advertising, background checks, printing, copying, etc.**

### **Service Definitions**

A. **Chore Services** include but are not limited to:

- 1) Planning regular and special diets, shopping for necessary food supplies, storing food, preparing and serving regular and special meals,
- 2) Shopping for clothing or medicine,
- 3) Laundering clothes (at a Laundromat, a machine in the resident's building, or by hand if there are only a few items),
- 4) Washing dishes,
- 5) Making the bed and/or changing the bed linens,
- 6) Emptying trash,
- 7) Vacuuming rugs and bare floors,
- 8) Cleaning bathroom fixtures (includes cleaning the basin, bathtub, mirror, and the inside and outside of toilet),
- 9) Cleaning and defrosting refrigerator and freezer,
- 10) Cleaning the stovetop and oven,
- 11) Cleaning appliances and countertops in the kitchen (e.g. – sink, table),
- 12) Cleaning tile in kitchen and/or bathroom or removing spots from the wall if this is necessary to prevent the client's eviction or to maintain health, and
- 13) Mending and light ironing of clothing.

B. **Personal Care** provided by Aides with Nursing Evaluation/Supervision includes but is not limited to:

- 1) Assisting clients with bathing activities including partial or complete sponge

baths, tub baths and showers,

- 2) Grooming activities such as shampooing hair, shaving, filing, and cleaning fingernails and toenails,
- 3) Oral hygiene activities or performing oral hygiene procedures, eg.- brushing teeth, cleaning dentures, caring for gums,
- 4) Eating and dressing,
- 5) Toileting, including assisting the client to:
  - a) Use bed pan, commode, and/or
  - b) Empty colostomy/ileostomy bag; and
  - c) Provide incontinence care.
- 6) Walking, transferring the client from a bed to a wheelchair or chair, and carrying out prescribed exercise routines;
- 7) Giving backrubs to clients confined to bed, changing the bed with the client in it, and documenting client's progress,
- 8) Reminding the client to take his/her own prescribed medication (the aide does not determine the quantity of medication nor directly give the dosage to the client),
- 9) The Care Plan cannot include the assignment of Personal Care tasks to the Aide that may pose a risk to the client or to the Aide. The following are personal care tasks which Aides **cannot** perform under Contracts resulting from this IFB:
  - a) giving enemas or douches,
  - b) determining the quantity of medication the client shall take or giving the dosage to the client
  - c) administering eye, ear and nose drops
  - d) giving injections;
  - e) cutting toe nails, finger nails or shaving a diabetic or hemophiliac
  - f) changing sterile dressings;
  - g) colostomy irrigation;
  - h) care of tracheotomy tube and suctioning;
  - i) applying heat devices;
  - j) applying unprescribed medication to skin;
  - k) gastrostomy and nasogastric tube feedings;
  - l) irrigating or changing catheters;
  - m) making judgments or giving advice on medical or nursing problems
  - n) lifting unaided adults who are unable to help themselves.
- 10) Prior to Personal Care services being initiated, the IHAS client is evaluated by a

Registered Nurse (RN). These evaluation services are provided as part of the Personal Care service, and the price of the evaluation is included in the Personal Care rate. Also when Personal Care services are provided supervision of the Personal Care Aide is performed by a RN. These supervision services are provided as part of the Personal Care service, and the price is included in the Personal Care services rate.

- a) The Personal Care Rate referred to as “Personal Care” in this IFB (**See Service Definition B.2 below**) includes Nursing Evaluation/Supervision in the service.
- b) Under the Agreements resulting from this IFB, the LDSS can elect to:
  - 1) Purchase Personal Care with Nursing Evaluation/Supervision for a case; or,
  - 2) Purchase Nursing Evaluation/Supervision as a separate service when the LDSS needs an evaluation or supervision for a particular case not being served by the Contractor.

### **C. Nursing Evaluation/Supervision**

The LDSS can purchase Nursing Evaluation/Supervision as a separate service (at a separate hourly rate agreed to as a result of this IFB) only when the nursing Evaluation/Supervision is needed by the LDSS for its own Aide employees or for LDSS approved “individual providers”, not for aide services provided by Contractors. The Contractor provides Nursing Supervision of a Personal Care case:

- 1) If Nursing Evaluation is purchased as either an included or separate service, a (R.N.):
  - a) Evaluates the client on the basis of a home or office visit and fills out the Personal Care section of the Care Plan (**DHR/SSA 525B, Attachment aa**),
  - b) Re-evaluates the client at least every 60 days or as determined by the LDSS,
  - c) Makes home visits at least every 60 days to assess the client’s condition and quality of Personal Care by reviewing:
    1. The plan of personal care,
    2. The interactions and relationship between the client and personal care aide,
    3. The personal care Aide’s performance and ability to give the required service, and
    4. The continued need for Personal Care services and the need for

other services.

- 2) If Nursing Supervision is purchased as either an included or separate service, a (R.N.):
  - a) Provides Personal Care instructions and demonstration to the Aide when beginning to provide Personal Care services or changing Personal Care services,
  - b) Instructs the Aide in the appropriate Personal Care procedure for the client, demonstrate the procedures, and receive a correct return demonstration of the procedure by the Aide,
  - c) Provides instructions and demonstrations before the Aide begins to give Personal Care to the client, and after the initiation of care, whenever the R.N. determines it is necessary based on changes in the clients condition, needs, or changes in the Aide's performance of care. Such changes in the clients condition or Aide performance of care are monitored with a home visit starting 60 days from the initiation of service and every 60 days thereafter; or whenever the R.N. determines that there is a significant change in the Personal Care the Aide is providing; requiring a new demonstration of correct procedure,
  - d) Observes and monitors continuing Personal Care services,
  - e) Observes the Aide performing the Personal Care activities in the Personal Care Plan (**DHR/SSA 525B, Attachment aa**) during the required 60 day home visits and re-evaluates the client as needed or every 60 days to determine whether the client continues to require the Personal Care services described in the IHAS Personal Care Plan (525 B) during the required re-evaluation period, and
  - f) Instructs the aide in the proper procedure or technique (including proper use of protective equipment and supplies), demonstrates the procedure and technique and receives a return demonstration.

**Whenever the RN observes a discrepancy between the procedures used by the Aide to perform Personal Care and the procedures taught in the Maryland Board of Nursing-approved Certified Nursing Assistant (CNA) classes, and any procedures or techniques taught by the RN, the RN will instruct the Aide on proper procedures and techniques and will monitor the Aide 60 days from the initiation of service and every 60 days thereafter (See letter c. above).**

#### **D. Respite Care**

Respite Care involves supervising an adult with a disability in the absence of the Caretaker. Respite care may also include the provision of Chore Services when these services are integral but subordinate to the provision of the primary service. If Personal Care is also required, these services should be specified on the POS Order (**DHR/SSA 520, Attachment Y**). The IHAS Supervisor/Administrator determines the number of hours needed based on the assessment by the R. N. and the Case Manager.

#### **E. Conditions Governing Service Delivery**

Purchase of Service (POS) for In-Home Aide Services (IHAS) begins:

- 1) When the POS Order form (**DHR/SSA 520, Attachment Y**) has been completed and signed by authorized LDSS staff and the Contractor; and
- 2) When the POS Order form presented to the Contractor and signed by the person at the Contractors Agency who is authorized to accept POS orders; and
- 3) When the Contractor begins providing services.
- 4) Purchase of Service for In-Home Aide Services ends on the effective termination date the LDSS has provided the Contractor, or on the ending date of service noted on the POS Order form (**DHR/SSA 520, Attachment Y**).
- 5) Requests for services through these agreements will normally be made to Contractors between the hours of 8:30 AM and 4:30 PM, Monday through Friday. The LDSS – IHAS supervisor will specify verbally the numbers of hours and types of service to be provided. Such requests will be confirmed by a written POS Order form and copy of the Care Plan from the LDSS and sent to the Contractor within three (3) working days.
- 6) When a verbal request for service is made, the IHAS supervisor and Contractor shall agree to a date for services to begin. A POS Order form is completed and signed and sent to the Contractor for their signature. If services are not provided on the start date, the Contractor must notify the authorizing LDSS Supervisor within 24 hours of the start date. The LDSS reserves the right to contact another Contractor and withdraw the POS Order.
- 7) **Contractors should be aware that some clients referred for service may have communicable diseases. DHR is therefore alerting all Contractors to follow the recommendations of the Centers for Disease Control ([www.cdc.gov/niosh/topics/bbp/](http://www.cdc.gov/niosh/topics/bbp/)) and the use of universal precautions. Universal Precautions shall be used with all clients. All protective clothing and/or supplies (i.e. gloves) must be supplied by the Contractor.**

#### **F. Quick Response Services**

Quick Response Services are Aide services that need to be provided at short notice (with in 4-12 hours) and/or requested outside of normal business hours (evenings, weekends, and Holidays). Contractors may receive a request to provide quick response services for purposes of this IFB.

- 1) The Contractor shall designate a contact person from who the LDSS can request quick response services.
- 2) When the LDSS has determined that a quick response is warranted or service beyond the regular hours is needed, the Contractor shall initiate service based upon a verbal request by personnel designated by the LDSS, at hours other than those considered normal business hours
- 3) The Contractor shall inform LDSS within 1 hour of the request, as to whether they can provide services. If the Contract is unable to respond to the request LDSS reserves the right to contact another Contractor.
- 4) The authorization for urgent care services will be confirmed in writing by the LDSS to the Contractor using the POS Order form (**DHR/SSA 520, Attachment Y**) within three (3) working days following initiation of services.
- 5) For quick response only, the Contractor will be re-imbursed for mileage from the Contractors office to the client, back to the Contractor's office; or the Aide's home to the clients home (and vice versa); or whichever is shortest. This will be reimbursed at \$0.58 per mile.

#### **G. Reporting**

- 1) Contractors will submit the following program reports to the appropriate LDSS as follows:
  - a. DHR/SSA 502 – IHAS Services Report (Attachment V) for each client, shall be received no later than the 15<sup>th</sup> working day of each month and whenever there is a change in case situation. This report monitors the progress and/or needs of the client.
  - b. DHR/SSA 503 - Monthly Services Report (Attachment W) shall be received no later than the 15<sup>th</sup> working day of each month for the previous months activities. This report insures that the services assigned to the Aide are being provided on the days and for the number of hours assigned.
  - c. DHR/SSA 516 – Summary Monthly IHAS Service Report (Attachment X) shall be received to the LDSS, attaching form DHR/SSA 503 for each case served, no later than the 15<sup>th</sup> working day of the month for the previous months activities. These forms summarize the services delivered by the Contractor.

- d. The Contractor's Itemized Accounting Software may be used in conjunction with the DHR/SSA 503 for billing purposes only. The DHR/SSA 503 electronic report must be submitted monthly along with the DHR/SSA 502 and 503 monthly reports.
  - e. DHR/SSA 520 – Purchase of Services Order (Attachment Y) shall be received no later than the 15<sup>th</sup> working day of each month to invoice for payment of the previous months activities.
  - f. DHR/MBE Prime Contractor Unpaid MBE Invoice Report (Attachment K) listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice, and the reason the payment has not been made. This report must be submitted by the 15<sup>th</sup> working day of each month by the DHR Prime Contractor to Sherryl Gray, DHR Contract Monitor.
- 2) Contractors shall insure submission to the State's Project Manager the following report:

DHR/MBE Subcontractor Payment Report (Attachment L) identifying the prime contract and listing all payments received from the Prime Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. This report must be submitted by the certified MBE subcontractors who have subcontracting agreements with the Prime Contractor (the DHR contractor). The Prime Contractor must include this requirement in their subcontracting agreements with MBE subcontractors.

### 3.3 Objectives

The purpose of this IFB is to provide specific services to individuals in the community in order to:

- A. Reduce the incidence or length of institutional placement,
- B. Prevent out of home placement of children,
- C. Prevent abuse, neglect or exploitation of vulnerable adults
- D. Promote self-sufficiency.

### 3.4 Requirements

#### A. Bidder Requirements

All Bidders responding to this IFB shall possess a license as one or more of the following:

- 1) Home Health Agency (HHA)

- 2) Residential Service Agency (RSA)
- 3) Nursing Referral Agency (NRA)

and shall possess prior experience performing services of a similar nature as specified in this solicitation.

## **B. Contractor Requirements**

The Contractor shall provide the following services as specified in the Scope of Work (Section 3.2 above):

- 1) Chore Services
- 2) Personal Care Services
- 3) Nurse Evaluation/Supervision Services
- 4) Respite Care Services, and
- 5) Quick Response Services

### **Aide Qualifications**

- 1) All Aides providing Personal Care services to LDSS clients shall be certified by the Maryland Board of Nursing as Nursing Assistants (CNA) and shall possess at least one (1) year of experience to provide Personal Care services under this Contract
- 2) All Aides providing service to LDSS clients shall possess at minimum a high school diploma or high school equivalency certificate, and undergone a criminal background check within 6 months prior to the start of the contract and annually thereafter. Contractors are responsible for obtaining and paying for criminal background checks.

### **Aide Training**

All Aides servicing LDSS clients shall receive four (4) in-service training programs from the Contractor on such topics related to safe and effective service provision to clients, which should include CPR training. Training documentation shall be maintained in the Contractor's personnel records.

### **Supervision of Aides**

Aides providing Personal Care Services shall be supervised by an R.N.

#### **1) Implementation of Service Delivery**

- a) The Contractor shall designate one person to coordinate Aide services with the LDSS, who will be available to accept referrals, monitor service delivery, confirm that the Care Plan Agreement (**Attachment 525A, Attachment Z**),

designate hours being delivered to clients, insure deliverables are submitted on time, and when necessary, participate in meetings and case conferences to coordinate service delivery.

- b) In the event of the absence of an Aide, it is the responsibility of the Contractor to provide a qualified substitute (**refer to 3.4 B. 1 above - Aide Qualifications**). When a qualified substitute is not available, the LDSS is to be notified by noon of the date the service is to be delivered or as soon as practicable thereafter.
- c) The Contractor shall immediately notify the LDSS an incident where an aide may have acted inappropriately by the close of business on the same day. A written report to LDSS must follow within five (5) working days after the incident stating what occurred and the actions taken by the Contractor.
- d) If the Aide observes any evidence of client injury, or suspects the client is a victim of abuse or neglect, the Aide must make a report to their supervisor who in turn will notify the LDSS Supervisor.
- e) The Contractor shall inform the LDSS within 24 hours after any interruption of service to a client for whom the Contractor is providing services, eg. hospitalization of the client, the client not at home when scheduled for service, etc. This information may be provided verbally to the LDSS Supervisor, but must be followed by a written report within seven (7) working days. The Contractor shall not suspend, close, increase, or reduce the hours or days of service without receiving a new POS Order (**DHR/SSA 520, Attachment Y**) from the LDSS Supervisor.
- f) The Contractor shall submit to the LDSS completed IHAS Reports (**DHR/SSA 502, Attachment V; DHR/SSA 503, Attachment W**) for each client, no later than the 15<sup>th</sup> working day of each month.

## 2) **Record Keeping**

The following records shall be kept by the Contractor:

- a) Documentation of required Aide and RN certifications, documentation of attendance at required training, verification of required education, and verification of criminal background check. This type of documentation shall be updated as necessary, including for all new hires. Copies of this documentation for any contractor staff person assigned to serve LDSS clients shall be available to submit to the LDSS at the request of the LDSS,
- b) A copy of the Purchase of Service (POS) Order (**DHR/SSA 520, Attachment Y**) for IHAS services and any attached Care Plans (**DHR/SSA**

**525B, Attachment aa),**

- c) a copy of any correspondence or information obtained concerning the client's health, medical condition or treatment shall be maintained in the clients medical record.
- d) client records shall be kept in a secure place, and should not be shared with other agencies or individuals. The DHR record retention policy requires that Contract files be kept for up to three years after the Contract end date after which the records must be purged.

**3) Health Insurance Reimbursement**

In cases where clients are eligible for Medicare, Medicaid, or other health insurance Contractors are required to submit requests for those covered services to those or any other program from which a referred client is eligible for benefits, and from whom the Contractor is eligible to receive reimbursement. The Contractor will only invoice the LDSS for services not reimbursable through other programs.

**3.5 Deliverables**

The Contractor shall submit to the appropriate LDSS the following reports:

- A. DHR/SSA 502- IHAS Services Report (Attachment V) for each client, by the 15<sup>th</sup> working day of each month and whenever there is a change in the case situation.
- B. DHR/SSA 503 – Monthly Services Report (Attachment W) due no later than the 15<sup>th</sup> working day of each month for the previous month's activities.
- C. DHR/SSA 516 – Summary Monthly IHAS Service Report (Attachment X) due to the LDSS, no later than the 15<sup>th</sup> working day of each month.
- D. DHR/SSA 520 – Purchase of Services Order (Attachment Y) due no later than the 15<sup>th</sup> working day of each month.
- E. DHR/MBE Prime Contractor Unpaid MBE Invoice Report (Attachment K) due by the 15<sup>th</sup> working day of each month. This Report is simultaneously submitted to the DHR MBE Liaison (the Liaison's address is on the Report form).
- F. DHR/MBE Subcontractor Payment Report (Attachment L) due by the 15<sup>th</sup> working day of each month. Contractors shall ensure this report is submitted by the Subcontractor to the State's Project Manager and the DHR MBE Liaison (the Liaison's address is on the Report form).

**Failure to submit the above deliverables in the time period required will be**

**considered non-compliance with the Contract and may result in termination or non-payment of services.**

### **3.6 Contractor's Project Manager**

The Contractor's Project Manager must be indicated on the **Transmittal Page (Attachment T)**. The Contractor's Project Manager has overall responsibility for performance of the Contract and must be available to the State's Project Manager to discuss and report on the day-to-day operations of the Program and for information or resolution of problems, between normal working hours Monday through Friday 8:30 am to 4:30 pm. The designated contact person will be available for the LDSS to contact outside of normal business hours, and must be indicated on the **Transmittal Page (Attachment T)** as well. Contractor must notify the LDSS contact of any demographic changes such as address, phone number, email address, etc.

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

Within two weeks after **DBM or BPW** approval, whichever is appropriate, 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 after execution of the Contracts by DHR.

## SECTION IV. REQUIREMENTS for BID PREPARATION

### 4.1 Bid Submission

Bidders proposing to serve more than one jurisdiction must submit to the Issuing Office (see Section 1.2) an original, to be so identified, and 5 (**five**) copies of each Bid. Each Bid must be submitted in separately sealed envelopes and include on the envelope the Bidder's name, solicitation title, jurisdiction to be served and Bid Due Date and Time. Do not change or alter any State Attachments or your Bid will be rejected.

### 4.2 Checklist

The Checklist (**Attachment bb**) must be completed and placed at the front of each Bid. **The Checklist is included for the benefit of the Bidder to ensure that all documents pertaining to this IFB are completed and included with each Bid. The failure of the Bidder to complete accurately and submit the required documents will result in a determination that the Bid is not responsive and not eligible for award.**

### 4.3 Transmittal Page

A Transmittal Page (**Attachment T**) must accompany the Bid. An individual, who is authorized to bind his/her firm to all statements, including services and prices, contained in the Bid must sign the Transmittal Page. The Transmittal Page 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 Page. A Bid that takes exception to these terms may be rejected.**

### 4.4 Single Step Sealed Bidding

Each vendor shall complete a Bid Form (**Attachment A**) and Cost Sheet (**Attachment A.2**), which states the prices proposed in response to the IFB. A separate Bid Form and Cost Sheet must be completed for each jurisdiction (county or Baltimore City) that the Bidder proposes to serve. An original plus five (5) copies of each Bid Form and Cost Sheet for each jurisdiction must be submitted.

**Bid Form (Attachment A):** Items (1) through (5) have been completed by the Department. All Bidders must complete Items (6) through (10) and must sign Attachment A.

**Cost Sheet (Attachment A.2):** Each Bid Form shall be accompanied by a Cost Sheet.

A. **Service (Column I, Rows A through D and Row F)** reflects all billable service categories.

- B. **Rates (Column II)** entered on the Cost Sheet by each Bidder, shall be inclusive of any vendor fees (fixed or variable) associated with providing services on an hourly basis. The Rates provided represent the actual hourly service fee to be paid each Contractor.
- C. **Weight (Column III)** reflects Departmental estimates (based on past experience) of the percentage of total service hours delivered annually within each of the IHAS service types.
- D. **Weighted Hourly Rate (Column IV)** represents the hourly rates calculated by the Bidder, weighted by the Department's estimated frequency of service-type provision.
- E. **Emergency/Weekend Supplement (Column IV, Row F)** calculates an addition to the hourly rate for services provided on an emergency or weekend basis.
- F. **Composite Weighted Hourly Rate (Column IV, Row G)** provides the formula to determine the Composite Weighted Hourly Rate (sum of Column IV, Row E and F) that will be used to determine the basis for award per jurisdiction. The Composite Weighted Hourly Rate is transferred to Attachment A, Line 9.

#### **4.5 Statement of Bidder's Qualifications (see Section 3.4 A)**

A description of the Bidder's qualifications shall clearly show the company history; organizational structure and ownership, including relationship(s) to any parent firms, sister firms or subsidiary firms; organization chart detailing specific roles, responsibilities and labor category for key staff proposed to be assigned; and any related experience.

**(Note: any professional licenses, certificates, etc. required of the Bidder and staff must be included here.)**

#### **4.6 Personnel**

This section should include job descriptions and individual resumes for the personnel who are to be assigned to this project if the Bidder is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. The Project Manager and any other 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.

#### **4.7 References**

The Bidder must supply 3 reference letters (from current or previous customers) to

support the Bid. Reference letters can be sent directly to the Procurement Officer from the reference source, or submitted by the reference source directly to the Bidder in a separately sealed envelope for inclusion with the Bidder's Bid. Reference letters should include the solicitation number, Bidder's name and speak to the Bidder's qualifications, character, service provided, performance, etc. The reference letters must be current (within the last 3 years), and identify the name of a 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 Bidder but otherwise known by the Department.

#### **4.8 Past Contracts with the State of Maryland**

Each Bidder is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years.

For each identified Contract the Bidder is to provide:

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

Information obtained regarding the Bidder's level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the IFB.

#### **4.9 Financial Responsibility and Stability**

This section shall contain information to show that the Bidder has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Information that can be used to demonstrate requisite responsibility and stability include:

- a) Audited financial statements (for Bidder only) for the past three years,
- b) Dunn and Bradstreet report and rating,
- c) Current balance sheet
- d) Successful financial track record
- e) Line of Credit from a Financial Institution approved by the State Treasurer, or
- f) Evidence of adequate working capital.

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 evaluating the technical offer. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

#### **4.10 Order of Submission**

Each Bid must include the following **completed** documents in the following order:

IFB Checklist – Attachment bb  
Transmittal Page – Attachment T  
Bid Form - Attachment A  
Cost Sheet - Attachment A.2  
Statement of Bidder’s Qualifications with associated documents  
Copy of License(s) for Bidder and staff – must be current  
Personnel Resumes and Job Descriptions  
References  
List of Past Contracts with the State of Maryland  
Financial Responsibility and Stability  
Bid/Proposal Affidavit – Attachment B  
Minority Business Enterprise Report – Attachment F  
Certified MBE Utilization and Fair Solicitation Affidavit – Attachment G  
MBE Participation Schedule – Attachment H  
Certification Regarding Lobbying – Attachment O  
Non-Profit Affirmation – Attachment P (if appropriate)  
Living Wage Affidavit of Agreement – Attachment Q

#### **(Living Wage)**

Contractors shall be compliant with the Living Wage requirements in Section 2.33.

## **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 Contracts, 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 Proposal for a State project shall attach to the Proposal 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**

Multiple Contracts will be awarded to the responsible Bidders whose Bid meets the specifications set forth in the Invitation for Bids and provides the lowest price until all funds are obligated for each jurisdiction. The State reserves the right to make awards 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 Bid amount used to evaluate and make the award was derived from the Cost Sheet (Attachment A.2), Row G, Column IV.

Contract awards resulting from the IFB are subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

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## SECTION VI. APPENDICES

Attachment A	Bid Form
Attachment A.2	Cost Sheet
Attachment B	Bid/Proposal Affidavit (complete and submit with Bid)
Attachment C	Contract Affidavit (to be completed by successful Bidders only upon notification of selection)
Attachment D	Contract (sample only - to be completed by successful Bidders only upon notification of selection)
Attachment E	Electronic Funds Transfer Form to be completed by successful Bidders only upon notification of selection)
Attachment F	Minority Business Enterprise Report (complete and submit with technical offer/Bid)
Attachment G	Certified MBE and Fair Solicitation Affidavit (must be completed accurately and submitted with technical offer/Bid)
Attachment H	MBE Participation Schedule (must be completed accurately and submitted with technical offer/Bid)
Attachment I	Outreach Efforts Compliance (to be completed and submitted by successful Bidders only upon notification of selection)
Attachment J	Subcontractor Project Participation Statement (to be completed by successful Bidders only upon notification of selection)
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form (if necessary - to be completed by successful Bidders only upon notification of selection)
Attachment N	MBE Unavailability Certificate (if necessary - to be completed by successful Bidders only upon notification of selection)
Attachment O	Certification Regarding Lobbying (must be submitted with the technical offer/Bid)
Attachment P	Minority Managed Non-Profit Affirmation Form (if appropriate - to be completed by successful Bidders only upon notification of selection)
Attachment Q	Living Wage: Affidavit of Agreement (must be submitted with the technical offer/Bid)
Attachment R	Hiring Agreement (to be completed by successful Bidders only upon notification of selection)
Attachment S	COMAR 07.06.12.02 B (6) In-Home Aide Services
Attachment T	IHAS Transmittal Page
Attachment U	Hours of Service by Jurisdiction
Attachment V	502 Form IHAS Services Report
Attachment W	503 Form Monthly Report on In Home Aide Services Provided
Attachment X	516 Monthly In Home Aide Direct Services Report
Attachment Y	520 Form Purchase Of Service (POS) Order Form
Attachment Z	525A IHAS Care Plan Agreement
Attachment aa	525B Form IHAS Care Plan/ Personal Care Plan
Attachment bb	IFB Checklist