

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 ACDSS/FIA/JARC 2010-014 S entitled Expanded Transportation Program.

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: N00R9202160

STATE OF MARYLAND

ALLEGANY COUNTY DEPARTMENT OF SOCIAL SERVICES  
1 Frederick Street  
Cumberland, Maryland 21502

REQUEST FOR PROPOSALS (RFP)

FOR

EXPANDED TRANSPORTATION PROGRAM  
ACDSS/FIA/JARC 2010-014 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: (May 1, 2009)

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Map of Allegany County Areas for Transportation

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

### **1.1 Summary Statement**

The Allegany County Department of Social Services, hereafter referred to as ACDSS, intends to acquire expanded transportation services for the purpose of providing Temporary Cash Assistance (TCA) customers with transportation to and from their assigned work experience and training sites and to childcare sites when necessary. The transportation is to be provided in areas of Allegany County that do not have any other transportation programs. The contract will be awarded for a twelve month period beginning on July 1, 2009 and ending no later than June 30, 2010. Only one award is anticipated from this solicitation. There will be no options in the contract. The contract will be awarded on a firm fixed price basis.

### **1.2 Issuing Office**

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

Pat Marsch, ACDSS Procurement Specialist  
301-784-7170  
301-784-7244 – fax  
[pmarsch@dhr.state.md.us](mailto:pmarsch@dhr.state.md.us)  
Allegany County Department of Social Services  
1 Frederick Street  
Cumberland, Maryland 21502

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

A Pre-Proposal Conference will be held on Wednesday, May 13, 2009 beginning at 9:00 AM at the Allegany County Department of Social Services 1 Frederick Street, Second Floor, Cumberland Maryland 21502.

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 addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

### **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. Additionally 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 vendors 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 three (3) copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer by Tuesday, June 2, 2009 at 4:00 PM 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 or Offerors 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:

Patricia Winebrenner, ACDSS JOBS Program Supervisor  
Allegany County Department of Social Services  
1 Frederick Street  
Cumberland, Maryland 21502  
301-784-7077  
301-784-7233 – fax  
[pwinebrenner@dhr.state.md.us](mailto:pwinebrenner@dhr.state.md.us)

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

## 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 Offeror 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.

If Alternate Proposals are not permitted and there is any item, including any standard clause language with which the Offeror cannot or will not comply, such exception must be clearly noted and explained, including the degree to which the Offeror may consider some degree of compliance. Offerors are warned, however, that any such exceptions may be unacceptable to the Department and may cause an Offeror to be deemed not responsible or not qualified to be awarded a Contract.

**2.9 Multiple Proposals**

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

**2.10 State Supplied Services, Supplies and Facilities**

Transportation access tickets will be provided for each customer receiving these services at no cost to the Offeror.

**2.11 Working Hours and Location**

Transportation services will be required during a normal work week, Monday through Friday. These services will be scheduled 7:00 to 5:30 PM and be available in the outlying areas of Allegany County. (See MAP Exhibit)

**2.12 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of one (1) year. It shall begin on or about July 1, 2009, and end June 30, 2010. There are no options to renew this contract.

**2.13 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

#### **2.14 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 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.

#### **2.15 Contract Affidavit**

The 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.

#### **2.16 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.

#### **2.17 Contractor's Responsibilities**

The selected Offeror(s) shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Additional information regarding MBE subcontractors is provided under Sections 2.27 through 2.31 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not

limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

## **2.18 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.

## **2.19 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.

## **2.20 Payment Terms/Billing**

The successful Offeror shall bill the Department no later than the 15<sup>th</sup> of each month following the reporting month. There will be 12 equal monthly payments made to the Contractor up to the total Contract award.

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.

Invoices must be addressed to: Pat Marsch, Procurement Specialist, Allegany County Department of Social Services 1 Frederick Street Cumberland, Maryland 21502 301-784-7170.

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.

## 2.21 **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.**

## 2.22 **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.

### **2.23 Contract Type**

The Contract that results from this RFP shall be firm fixed-price contract in accordance with COMAR 21.06.03.02 A(1) and 21.06.03.02 B(2).

### **2.24 Contract Award**

Award of a contract or contracts, if any, generally will be made within 120 days after the closing date for submission of proposals and will be subject to appropriate federal and state approvals. The contract shall be awarded on a firm fixed-price basis to a single offeror based on the availability of funds.

This procurement is being conducted in accordance with COMAR Title 21.05.03, §1.1 and 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 COMAR 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**

The Offeror 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 Request for Proposals. 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.

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

An MBE subcontract participation goal of 2 % percent of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the Contract will be performed by certified minority business enterprises.

By submitting a response to this solicitation, the Offeror 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.

## **2.31 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. Offerors agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Offeror 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 2.30**). 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

- An Offeror must include with its offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit **Attachment G** whereby the Offeror 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 Offeror 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 Offeror 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 an Offeror to complete and submit Attachments G and H shall result in a determination that the Proposal is not susceptible of being selected for award (COMAR 21.11.03.09).**

- 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 Offeror 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 UNFORSEEN 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, an Offeror is unable to achieve the Contract goal for certified MBE participation, the Offeror 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 an Offeror 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 an Offeror that the minority business refused to give the written certification.

**2.32 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.

### **2.33 Medicare, Medicaid Patient and Program Protection Act Affidavit**

The Medicare and Medicaid Patient and Program Protection Act of 1987, Public Law 100-93, at 42 USC section 1397d(a)(9), prohibits the payment of Social Services Block Grant (SSBG) funds to service providers who have been excluded from participation in Medicare, Medicaid or a State health care program. Providers who have been convicted for fraud related to the Medicare, Medicaid or State health care programs or upon matters related to patient abuse must be excluded from participation in any program funded by SSBG funds. Each Proposal must have the Medicare, Medicaid Patient and Program Protection Act Affidavit completed (**Attachment R**).

### **2.34 Insurance Requirements**

Workers' Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremens 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 Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

Commercial insurance is required and must meet the Maryland's Public Service Commission's requirements which minimum insurance requirements for passenger-for-hire vehicles are as follows:

For seating capacity of 7 passengers or less

- (a) \$50,000 for injury to any one person, \$100,000 for injuries to two or more persons, and \$20,000 for property damage; or
- (b) \$120,000 combined single limit.

For seating capacity of 8 to 15 passengers

- (a) \$75,000 for injury to any one person, \$200,000 for injuries to two or more persons, and \$50,000 for property damage; or
- (b) \$250,000 combined single limit.

For seating capacity of 16 or more passengers

- (a) \$75,000 for injury to any one person, \$400,000 for injuries to two or more persons, and \$100,000 for property damage; or
- (b) \$500,000 combined single limit.

Prior to execution of the Contract, the Contractor shall provide current certificates of insurance, and shall update such certificates from time to time, as directed by the State of Maryland.

The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

### **2.35 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 O**).

### **2.36 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.

**2.37 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.

**2.38 Living Wage Requirements**

The Living Wage requirement does not apply to this RFP.

**2.39 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 Q**). 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.

**2.40 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.

## **2.41 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.

## **SECTION III. SPECIFICATIONS**

### **3.1 Background**

The Allegany County Department of Social Services (ACDSS), an agency of the State of Maryland, Department of Human Resources, is authorized to administer Family Investment Programs (FIP) to the citizens of Allegany County. All Temporary Cash Assistance (TCA) work eligible applicants and recipients must be engaged in countable core activities consistent with their Independence Plan/PRIDE Contract with the goal to become self sufficient through employment. The current customer population living in the outlying area of Allegany County may not have available transportation necessary to attend the assigned core work activities for the required number of hours to meet the mandated work participation rate. The existing public transportation system operates on set routes and times and is not available east of the city of Cumberland or south of the Frostburg area leaving those customers that reside in the outlying areas of the County without transportation.

The result of the Contractor's efforts will be to provide expanded transportation services to the work eligible TCA customers residing in the outlying areas of Allegany County to work experience and job readiness training, employment and all supportive services including child care. .

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

ACDSS is interested in contracting with a vendor who can provide its FIP Temporary Cash Assistance customers living outside the current set routes, with expanded transportation services to and from their assigned work experience and training classes and any related support services such as childcare, job readiness and training, retention services, and any approved activity that removes barriers to employment. Mandatory TCA work eligible individuals are required to attend a work experience and/or training site for a specific number of hours each week as outlined in their Independence /PRIDE contract to meet the TCA work program eligibility factors. TCA work eligible customers normally need childcare services while they attend their assigned activity and need transportation to and from the childcare location. The TCA Work Experience program gives the customer the training and experience needed to attain employment. Expanded transportation service is defined as a service provided during times when there are no other services or fixed routes available. These services will be provided to those customers who cannot be served by the Allegany County Transit. The successful Offeror will be expected to have a written standard operating procedure (SOP) for a demand-responsive transportation service that is available with a call in protocol for those work eligible TCA customers to schedule daily pick up and return trip information.

It is estimated that 15 TCA work eligible customers will utilize this service resulting in approximately 600 round-trip monthly transports identified by the ACDSS JOBS

Unit.

The hours of operation will be during the core hours of 7:00 am to 5:30 pm, Monday through Friday.

The goal of this project is for the TCA work eligible customer to obtain employment and become self sufficient as quickly as possible by providing the needed transportation.

### **3.3 Objectives**

To provide expanded transportation services to work experience and job readiness activities, employment and support services for ACDSS' TCA work eligible customers.

### **3.4 Requirements**

The Contractor shall:

1. Provide a demand-responsive transportation plan for service to and from the outlying areas of the county for customers who are referred by the ACDSS Jobs Unit.
2. Maintain a location in Allegany County Maryland.
3. Provide services during the core hours of 7:00 am – 5:30 pm Monday through Friday each week.
4. Communicate any scheduling conflicts to the ACDSS Jobs Unit via phone or fax within 24 hours.
5. Provide a list of vehicles to be used in the transporting of ACDSS customers including make, year, model and seating capacity.
6. Provide, with the proposal, copies the certificate of insurance, or other evidence of coverage, as required by the RFP.
7. Provide all necessary licenses and/or certificates as proscribed by law for transporting citizens of the County.
8. Maintain local phone service, fax capability, and a computer system for mapping routes.
9. Provide a monthly billing invoice to ACDSS as required in Section 2.20.
10. Provide transportation for customers and any required child transports with the parent present at all times.
11. Communicate to the ACDSS Jobs Unit those customers who are a no show/no call for scheduled pick-up and complete a report documenting the results.
12. Provide a listing of staff, their job descriptions, resumes and schedule for all designated personnel assigned to provide services under this contract together with the technical proposal package.
13. Designate a liaison to interact with ACDSS Jobs Unit staff for the contract.
14. Provide criminal background check on all personnel assigned for this contract together with the technical proposal package.

15. The Offeror must be familiar with the FCC/FTA safety rules and regulations for the particular site. Provide acknowledgement together with the technical proposal package.

### **3.5 Deliverables**

1. Provide a copy of the established FCC/FTA safety rules and regulations for the particular site to the ACDSS JOBS Unit upon award of the Contract.
2. Provide monthly report of customers who are a no show/no call no later than the 15<sup>th</sup> of the month following the reporting month.
3. Provide monthly reports (log) with the following information to Pat Marsch, Allegany County Department of Social Services no later than the 15<sup>th</sup> of the month following the reporting month.
  - a. Name and address of referrals to the program from ACDSS.
  - b. Destination - name and address.
  - c. Number of hours per week and trip mileage per each ACDSS customer.
4. Provide invoices monthly as specified in section 2.20.
5. Provide all MBE documents within specified time frame as stated in Section 2.31.

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

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## 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 Financial 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 and requirements of the RFP. This section shall also contain **Compliance with RFP Specifications (Section III)** and shall be prepared in the same sequence as the Specifications Section of this RFP. The Proposal shall include a detailed work plan. The Offeror's work plan 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.

#### B. Qualifications

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

1. Related experience.

2. Related Education or Training

**(Note: Any professional licenses, certificates, etc., required of the Offeror or the Offeror's staff should be included here.)**

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 resumes for the personnel who are to be assigned to this project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. 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 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 the 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.

E. **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.

**F. Additional Information:**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

**G. 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.

**H. Forms**

- 1. Bid/Proposal Affidavit – Attachment B
- 2. MBE Forms:
  - Minority Business Enterprise Report – Attachment F
  - Certified MBE Utilization and Fair Solicitation Affidavit – Attachment G
  - MBE Participation Schedule – Attachment H
- 3. Medicare, Medicaid Patient and Program Protection – Attachment R
- 4. Certification Regarding Lobbying - Attachment O

**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**

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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 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 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 cost 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 which 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.

## **5.5 Criteria for Technical Evaluation**

All proposals that are not judged to be susceptible for award will be excluded from further consideration in the awarding of the contract. Any oral presentations shall occur as part of the 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. The evaluation criteria order reflects a reasonable downward progression of the relative weights of the criteria. Proposals will be ranked according to the following major criteria:

### **Evaluation Criteria**

#### **Work Plan**

Completeness and soundness of plan  
Choice of methodology, techniques  
Project management, progress reporting

#### **Offeror Qualifications**

Related experience  
Ability to meet the desired schedule for all Requirements and Deliverables of RFP

#### **Assigned Personnel**

Criminal Background Check Clearance  
Related Education or Training  
Work history

## **5.6 Financial Evaluation**

The separate price volume of each qualifying proposal will be distributed to the Committee following the completion of the technical evaluation. The Committee will determine the firm fixed-price total of each proposal in order to establish a financial ranking of the proposals, from lowest to highest (same criteria) 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
Attachment A1	Instruction for Pricing Proposal
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Contract Sample
Attachment E	Electronic Funds Transfer Form
Attachment F	Minority Business Enterprise Report
Attachment G	Certified MBE Utilization and Fair Solicitation Affidavit
Attachment H	MBE Participation Schedule
Attachment I	Outreach Efforts Compliance
Attachment J	Subcontractor Project Participation Statement
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying
Attachment P	Minority Managed Non-Profit Affirmation Form
Attachment Q	Hiring Agreement
Attachment R	Medicare, Medicaid Patient and Program Protection Act Affidavit
Exhibit	Map of Allegany County Areas for Transportation