



Maryland's Human Services Agency

**DEPARTMENT OF HUMAN RESOURCES
Baltimore County Child Support Administration**

**SMALL PROCUREMENT SOLICITATION FOR
Armed Courier Services**

DHR AGENCY CONTROL NUMBER: BCOCSA/ARMED/18-001 S

1. SUMMARY STATEMENT

The Department of Human Resources, Child Support Administration (CSA) intends to acquire armed courier services for the purpose of daily pick-up of bank deposits from the Baltimore County CSA (BCoCSA) for delivery to CSA's contracted bank "vault". Bank deposits are completed by close of the next business day from date of pick-up to the contracted bank "vault" to ensure accurate tracking of all child support deposits. The current contracted bank is Bank of America (BOA).

The anticipated duration of services to be provided under this Contract is two (2) years.

Offerors directly must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for the Contract.

2. BACKGROUND

The Maryland Department of Human Resources' Child Support Administration (CSA) provides a number of direct services to customers in Maryland's twenty-three (23) jurisdictions and Baltimore City. One of these services is the collection and disbursement of child support payments. In order to be in compliance with State rules and regulations, it is essential to child support operations to have child support payments deposited within twenty-four (24) hours.

The State is issuing this solicitation for the purposes of providing daily, orderly, continuous and consistent armed courier service to pick up and drop off bank deposits of child support payments between the BCoCSA and the vault of CSA's contracted bank.

3. SCOPE OF THE PROJECT

The Contractor shall:

Furnish all labor, supplies and equipment necessary to provide armed courier services to the BCoCSA in strict conformance with the methods and conditions herein specified. These services include the pickup of bank deposits from the BCoCSA for delivery to a CSA contracted bank. There will be daily pickups and delivery of child support payments. Bank deposits must be made by close of the next business day from date of pick-up to a contracted bank “**Vault**” to ensure accurate tracking of deposits. The Contractor will be paid based on per diem basis Monday through Friday only.

4. OFFEROR QUALIFICATIONS

The Offeror must provide proof with its offer that the following Minimum Qualifications have been met:

Unless stated elsewhere in the solicitation, the minimum qualifications for award for this solicitation are as follows:

- A. The successful Offeror must have a minimum of two (2) years of successful experience providing armed service performance comparable in scope, type, size, magnitude, and complexity as required in the solicitation. The experience of the company officials gained prior to the formation of the company, corporation or other business entity may be considered in the evaluation of the Offeror’s qualifications. The Offeror must provide references that can substantiate this experience timely upon the request of the Procurement Officer.

The Offeror shall submit with the bid response **three (3) references** of companies or organization for which the Offeror provided services in scope, type, size, magnitude and complexity comparable to those specified in the Scope of Work. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) consecutive years and shall include the following information:

- a. Each reference must include:
 1. Name and complete address of business or company
 2. Name of the contact person, email address, and current phone number
 3. Term and length of each contract
 4. Size and type of facility (square footage)
 5. Type of services provided
 6. Names of supervisory personnel who will perform under the contract, specifying the length and type of experience of each such personnel
 7. Contract value

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

- B. Offeror's shall be a bonded armed courier and provide proof of bond status with the Offeror's submission.
- C. Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) consecutive years. For each identified contract, the Offeror is to provide:
1. The State contracting entity;
 2. A brief description of the services provided;
 3. The dollar value of the contract;
 4. The term of the contract;
 5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
 6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

D. EMPLOYEE REQUIREMENTS

- a. Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in the State of Maryland. The bond or bonds shall protect the State against lost by theft of money or other property from the premises to which the Contractor's employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of the Contract. Said bond or bonds shall have a limit of at least \$100,000.00 per occurrence, per employee. The Contractor must deliver said bond or bonds to the State with ten (10) days of notice of Contract award.
- b. The Contractor shall ensure drivers are armed and have valid licenses and certifications.

E. VEHICLE REQUIREMENTS

- a. The Contractor's vehicles shall include an enclosed area separate from the driver's area where the deposits are to be securely held during transport and until deposited at the bank vault.
- b. The Contractor's vehicles shall clearly identify the Contractor's name either on the outside or the dashboard of the vehicle.

5. CONTRACTOR REQUIREMENTS

The Contractor shall:

- A. Pick-up bank deposits from the BCoCSA between 9:00 AM and 10:00 AM Monday-Friday (except State holidays or State Closures; See Attachment D) to assure deposit is in

the CSA's contracted bank's **vault** on same day and to ensure accurate tracking of deposits. Failure to pick up deposits within the allotted timeframe will result in forfeiture of payment for the date(s) of occurrence and a Corrective Action Plan (CAP) may be requested for each occurrence.

- B. Implement non-material changes that may result from new federal laws and regulations, state laws, regulations or policy that may be enacted and promulgated during the Contract term within (5) days of being notified of the change. Any such change that materially changes the scope of the Contract may only be implemented through a Contract modification.
- C. Provide containers to secure the deposits while in transport. The containers shall have distinguishable bar codes that can be scanned and tracked during transport.
- D. Notify the Contract Monitor and pick up site contact in the event the pickup and delivery is not maintained for any reason.
- E. Provide a work plan for pick-up and delivery routes and times upon submission of bid. The plan shall include how the Contractor will handle the changes it will make to pick up and delivery times, and deposits to the bank for security reasons, and notice to the Contract Monitor and contacts at the pick-up locations.
- F. Security Requirements

- a. Employee Identification

- 1. Each person who is an employee or agent of the Contractor shall display his or her company ID badge at all times while on State premises. In addition, the courier is required to wear a uniform or uniform shirt clearly identifying the company. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- 2. At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

- G. Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

- H. Insurance Requirements

- a. The Contractor shall maintain Commercial General Liability Insurance with 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, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b. The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
 - c. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
 - d. The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
 - e. Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 1. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 2. Commercial General Liability
 3. Errors and Omissions/Professional Liability
 4. Automobile and/or Commercial Truck Insurance
 5. Employee Theft Insurance
 - f. The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

On the Certificate of Liability, the “DESCRIPTION OF OPERATIONS” shall read as follows:

“(TYPE OF SERVICE) at the (LOCATION). THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED”. (CSA/BCoCSA/18-001 # and CONTRACTOR).

- g. The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

6. CONTRACT TERM AND DELIVERABLES

| <u>Item</u> | <u>Due Date</u> |
|-------------------------------|---|
| *Invoice for Payment | Fifteenth (15) of the following the report month |
| *Proof of Delivery Report | Fifteenth (15) of the following the report month included with monthly Invoice for payment with affirmation of delivery dates signed by CSA’s contracted bank. |
| *Insurance/ Bond Requirements | Five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts |
| *Corrective Action Plan | Within thirty (30) calendar days from the date of the request from CSA or as specified by DGS or CSA. |
| *HUB Reports Section | To be submitted by the armed courier Contractor upon request by CSA following any subsequent CAP request related to delivery of deposits made outside of the requested timeframes |

7. STATE PROJECT MANAGER

The State Project Manager for this Contract is:

Amy Urbanik
 170 W Ridgely Road, Suite 200
 Lutherville MD 21093
 Tel: 410.561.3740
 Fax: 410.561.1413
 Amy.urbanik@maryland.gov

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

8. SUBMISSION INFORMATION

The original, to be so identified, and five (5) copies of each Offer must be received by the Procurement Officer by **Wednesday, June 28, 2017 by 3:00 P.M.** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Offers should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited modifications to proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

- A. All Offers must be received by **Wednesday, June 28, 2017, by 3:00 P.M.** All Offers shall be submitted in a sealed envelope with the Vendor's Name, the Solicitation Name, Solicitation Number, due date and time.
- B. Proposals are to be delivered to:

Baltimore County
Child Support Administration
ATTN: Amy Urbanik
170 W Ridgely Road, Suite 200
Lutherville MD 21093

Proposal Submission shall include:

- i. **TRANSMITTAL LETTER**, printed on the vendor's letterhead. The purpose of this letter is to transmit the Proposal, therefore, it should be brief. The letter shall contain the title of the solicitation and include the Offeror's name, federal tax identification or social security number, eMaryland Marketplace number (if registered), and complete address. An individual, who is authorized to bind the firm to all statements, including services and prices, contained in the Bid must sign the letter. The letter must also acknowledge receipt of any amendments issued against the solicitation.
- ii. **OFFEROR'S QUALIFICATIONS:** Statement of Offeror's Qualifications and Experience
- iii. **REFERENCES:** At least three (3) and formatted as outlined in Offeror's Qualifications (See Attachment C)
- iv. **ATTACHMENT A:** Bid Form
- v. **ATTACHMENT B:** DHR 615 Contract
- vi. **ATTACHMENT C:** Reference Form
- vii. **SCHEDULE A:** Proposed Route Schedule

viii. **SCHEDULE B:** Daily Pick-up and Delivery Schedule

ix. **CERTIFIED COPY:** Current Certificate of Liability Insurance

It is the Offeror's responsibility to completely comply with all proposal submission requirements. Therefore, any Offeror failing to submit any item in Section 4 and Section 8, will be deemed non-responsive.

9. SELECTION CRITERIA

Selection for the Small Procurement Solicitation will be based on the most advantageous offer to the State; considering both price and technical factors.

10. BASIS FOR AWARD

The Contract will be awarded to the responsible Offeror whose submits a responsive Proposal that meets the specifications set forth in the Small Procurement Solicitation, and provides the: **Most Advantageous Offer to the State.**

In the event of tie bids, the provisions of COMAR 21.05.02.14 shall determine the successful bidder.

11. DEPARTMENT CONTRACT

The successful Offeror will be expected to sign a contract with the Department, sample enclosed as **ATTACHMENT B.**

12. CANCELLATION OF PROPOSALS

The State may cancel this Solicitation, 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 Solicitation is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

13. ACCEPTANCE OF PROPOSALS

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

14. TIME OF PROPOSAL ACCEPTANCE

The content of this Solicitation and the Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal are irrevocable for 90 days after the closing date for receipt of Financial Proposals or Best and Final Offers. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

15. PAYMENT

- a. All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:
- Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number
 - State assigned Contract number;
 - State assigned (Blanket) Purchase Order number(s);
 - Services provided; and
 - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- b. 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 until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

c. Invoice Submission Schedule

The Contractor shall submit invoices by the 15th of the month following the month in which services were performed. Payment shall be made based on pricing proposed in the Offeror's Price Sheet and the actual number of days of pick-ups for the proceeding month.

16. PROCUREMENT METHOD

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$25,000 or less.

Minority Business Enterprises are strongly encouraged to respond to this solicitation.

ATTACHMENT LISTING

ATTACHMENT A: Bid Form

ATTACHMENT B: DHR 615 Contract

ATTACHMENT C: Reference Form

ATTACHMENT D: Maryland State Holiday Schedule

CONTRACTORS DOCUMENTS: Vendor Must Submit to CSEA

OFFEROR'S EXHIBIT 1: Bidders Qualification

OFFEROR'S EXHIBIT 2: References

OFFEROR'S EXHIBIT 3: Proposed Route Schedule

OFFEROR'S EXHIBIT 4: Daily Pick-up and Delivery Schedule

OFFEROR'S EXHIBIT 5: Current Certificate of Liability Insurance