



**OFFICE OF STATE PROCUREMENT (OSP)
DEPARTMENT OF GENERAL SERVICES
MAINTENANCE**

INVITATION FOR BIDS (IFB)

BID NUMBER: BPM039226/001IT821410

Issue Date: September 8, 2023

Revised: September 12, 2023

**Janitorial Services for HQ Building
for
Maryland Department of Agriculture**

NOTICE TO BIDDERS/OFFERORS

A Prospective Bidder that has received this document from the Department of General Services' website or procurement.maryland.gov, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

. SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. See IFB Section 1.44 for additional information. However, if small businesses do not show interest in this solicitation, the Procurement Officer has the right to remove the SBR designation via an Amendment on eMMA.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.
STATE OF MARYLAND
NO BID NOTICE – ATTACHMENT Q

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: MDA- Janitorial Services for HQ Building
Solicitation No: BPM039226/001IT821410

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the Bid/Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE or VSBE requirements. (Explain in REMARKS section.)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

ATTENTION: PLEASE EMAIL ONLY

**STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES
IFB KEY INFORMATION SUMMARY SHEET**

Invitation for Bids: Title: MDA- Janitorial Services for HQ Building

Solicitation Number: BPM039226/001IT821410

Procurement Officer: David Renfro
Department of General Services
301 W. Preston Street
Baltimore, MD 21201
Phone Number: 410-767-7064
E-mail: David.Renfro@maryland.gov

Contract Monitor: Colleen Robinson
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
Phone: 410-841-5917 Fax: 410-841-5835
e-mail: colleen.robinson@maryland.gov

In-Person Pre-Bid Conference: **September 25, 2023, 10:00 AM Local Time**
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

In Person Site Visit: Held immediately after the Pre-Bid Conference

Pre-Bid Attendance RSVP due by **Friday, September 22, 2023**

Cut-off Date for Q &A: All questions or issues pertaining to this solicitation must be submitted to the Procurement Officer via email by **September 26, 2023**

Closing Date and Time: **October 6, 2023 at 2:00 PM Local Time**

Term of Contract: January 1, 2024, through December 31, 2026

Options Two (2) additional One (1) Year Terms

MBE Subcontracting Goal: 10%

MBE Split Goals: None

VSBE Subcontracting Goal: 0 %

Small Business Reserve: Yes

Small Business Preference: No

Federally Funded No

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of General Services (or the Department) is issuing this Invitation for Bids (IFB) to procure the services defined in the detailed specifications and scope of work (Section 3.1), as specified in this IFB, from a Contract between the successful bidder(s) and the State.
- 1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract can be found on **the IFB Key Information Summary Sheet (page iii)**.
- 1.1.3 The Department intends to make "a single award" as a result of this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **Business Day(s)** – The official Working Day(s) of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below).
- d. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- e. **Consecutive** – uninterrupted services provided from one year to next.
- f. **Continuous** – period of time when the contractor has maintained work for a client.
- g. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- h. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- i. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- j. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- k. **Department** – The Department of General Services.

- l. **eMMA** – eMaryland Marketplace Advantage (see IFB Section 1.8).
- m. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the Maryland Department of Agriculture, Solicitation Number **BPM039226/001IT821410** dated September 8, 2023, including any addenda. **See the IFB Key Information Summary Sheet (page iii).**
- n. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- o. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- p. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <https://msa.maryland.gov/msa/mdmanual/01glance/html/holidaye.html> – keyword: State Holidays.
- q. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Commencement Date and is the official start date of the Contract for the actual delivery of services as described in this solicitation.
- r. **Office of State Procurement (OSP)** - The Office of State Procurement (OSP) is the primary procurement unit for all delegated procurements from the Board of Works except for transportation and transportation-related procurements and otherwise exempt procurements. All procurement functions now go through the OSP rather than the individual departments.
- s. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- t. **State** – The State of Maryland.
- u. **Term of Contract** – The anticipated begin and expiration date of a contract period.
- v. **Total Bid Price** - The Bidder’s total price for services in response to this solicitation, included in the Bid in Attachment M – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).
- w. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- x. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be firm fixed price, as defined in COMAR 21.06.03.

1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 See the IFB Key Information Summary Sheet (page iii) for the complete term of the contract.

1.4.3 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

David Renfro
Maryland Department of General Services
301 West Preston Street
Baltimore, Maryland 21201
Phone Number: 410-767-7064
E-mail: David.Renfro@maryland.gov

The Department may change the Procurement Officer at any time by written notice. No other State or DGS employee, official or representative has authority to change requirements except the Procurement Officer or their authorized representative, subject to the limits of their authority and other limitations imposed by law.

1.6 Contract Monitor

The Contract Monitor is:

Colleen Robinson
Maryland Department of Agriculture
50 Harry S Truman Parkway
Annapolis, Maryland 20401
Phone Number: 410-841-5917
E-mail: colleen.robinson@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Bid Conference

Each Bidder or their representative is encouraged to attend the scheduled Pre-Bid Conference/Site Visit. However, if there is a Minority Business Enterprise (MBE) Goal on this solicitation, Bidders or Offerors or their representative, including those Bidders or Offerors that are certified MBE's, are required to attend Pre-Bid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBE's. (See State Finance and Procurement Article, § 14-302(a)(7)(v) and *COMAR 21.11.03.09 C(2)(e)*).

In addition, it is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Pre-Bid Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal. Finally, MBE Subcontractors are encouraged to attend the Pre-Bid Conference/Site Visit to 'market' their participation to potential prime contractors.

The Pre-Bid Conference/Site Visit will be held at the date, time, and location indicated on the IFB Key Information Summary Sheet (page iii). At the scheduled Pre-Bid Conference/Site Visit, each Bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Bidder to familiarize himself/herself fully with the building and the contents of the specifications of this solicitation. Failure to do so does not relieve the successful Bidder from their obligation to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid.

The Conference will be summarized. As promptly, as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace Advantage. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than the time indicated on the **IFB Key Information Summary Sheet (page iii)**. The Pre-Bid Conference Response Form is included as **Attachment V** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please indicate the request on **Attachment V** and notify the Procurement Officer. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMaryland Marketplace Advantage

1.8.1 Bids for this solicitation are being accepted solely online through eMaryland Marketplace Advantage (eMMA). Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. Bidders shall elaborate on items in Specifications only when requested. Bidders should not provide any comments in the comments box for each line item. If comments are provided the bid may be determined to be non-responsive. Bidders should not provide unsolicited discounted pricing unless instructed to do so in the Specifications.

1.8.2 **Print out all forms and attachments** and carefully review the entire solicitation. Retain all sections for future reference.

1.8.3 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on “New Vendor? Register Now” to begin the process, and then follow the prompts.

If the State of Maryland or other regulatory body requires a license or certificate to perform the services required under this IFB, please provide a copy with your bid response.

1.9 Questions and Inquiries

1.9.1 All questions or issues pertaining to this solicitation must be submitted via email to the Procurement Officer. **See the IFB Key Information Summary Sheet (page iii) for the Cut-Off Date for submitting questions.** Only information communicated by the Procurement Officer or their authorized representative will be the official position of the State on an issue.

1.9.2 All questions should be submitted in a timely manner. When questions are not received in a timely manner, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether they can answer an untimely question before the bid due date.

- 1.9.3 Current Contract Pricing Information will not be provided because the specifications may have been modified. Contractors are advised that basing their bid on current contract pricing when specifications have been modified could lead to non-responsive bid pricing. As part of a responsibility determination, bidders may be required to attend or schedule a site visit at the facility to inspect specific conditions in detail to assist in their bid preparation.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method in accordance with Section 13-103 of the State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.05.02. In accordance with COMAR 21.05.02.13, the Contract will be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the IFB and is either the most favorable bid price or most favorable evaluated bid price.

1.11 Bids – Opening/Due Date and Time/References

- 1.11.1 Bids for this solicitation are being accepted solely online through eMaryland Marketplace Advantage (eMMA). **See the IFB Key Information Summary Sheet (page iii) for the Bid Due Date and Time.** This contract shall be awarded to the responsible Bidder that submits the lowest responsive bid meeting the specifications. Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening. Bids will be opened electronically in eMMA as soon as practicable after the deadline for the receipt of bids in the solicitation. Bid results will **not** be given by phone. **Bids may not be submitted by e-mail or facsimile.**
- 1.11.2 Should a Bidder be in doubt as to the meaning or intent of any section or subsection of this IFB, the Bidder must request clarification from the Procurement Officer via email. **Do not use the comments box in the eMMA solicitation to ask a question or comment on the solicitation. See Section 1.9**
- 1.11.3 Vendors not responding to this solicitation are requested to submit the “**No Bid Notice**” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). **This form is located in the IFB on page (ii), immediately following the Title Page. Fax or email only.**
- 1.11.4 All Bidders should read and retain a copy of all the bid documents for their reference. Your bid documents should consist of the solicitation with all required attachments, including the affidavits and any other required submissions specified in the solicitation, or amendments, if any.
- 1.11.5 Submission requirements **must** be submitted with each bid independently and **cannot** be referenced to prior bid submissions to satisfy the requirements. Print out all forms and carefully review the entire solicitation. After bids are opened, you will no longer be able to access this solicitation.
- 1.11.6 Vendor must provide a list of references of companies or organizations for which it provided services within the past ten (10) consecutive years. See Section 4.4.4. This list must be submitted to the Procurement Officer electronically via eMMA as an attachment by the bid opening due date.

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.13BPO as a Contract

The Blanket Purchase Order (BPO) issued as a result of the Invitation for Bid (IFB) and any subsequent amendments, modifications or options issued relevant to the IFB or BPO, shall comply with all of the terms, conditions and specifications issued with the IFB and are incorporated in and made part of the BPO.

1.14 Confidentiality

- 1.14.1 Bidders should give specific attention to the identification of those portions of their bid which they deem to be confidential, or to contain proprietary information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by the State under the Maryland Public Information Act (PIA), State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Any section or part of a bid or proposal deemed confidential or proprietary should be so identified on the respective page of the bid or proposal.
- 1.14.2 For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.15 Award Basis

- 1.15.1 The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the service as specified in this IFB. Bidders must bid all lines items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation.
- 1.15.2 Award of this contract by DGS will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) a proposed award is approved by DGS, and/or the Board of Public Works.
- 1.15.3 The BPO issued as a result of the solicitation, and any subsequent amendments, modifications or options issued relevant to the solicitation or BPO, complies with all the terms, conditions and specifications issued with the solicitation and is incorporated in and made part of the Contract – Attachment A.

1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall provide addenda to all prospective Bidders through eMMA. Addenda will be placed on eMMA within a reasonable time to allow Bidders to

consider them in preparing their bids. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids. If the due date for submission of bids does not permit adequate time for consideration of the addenda by Bidders, the bid due date will be extended.

Bidders should acknowledge receipt of all addenda to this IFB issued before the Bid due date. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2 of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.33 “Minority Business Enterprise Goals” and Section 1.41 “Veteran-Owned Small Business Enterprise Goals.”).

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, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or

the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment N** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of the proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

1.27 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: **(410) 767-1340 or (888) 246-5941**.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (formerly the Governor's Office of Minority Affairs, or GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available at:

<http://gomdsmallbiz.maryland.gov>

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 1. The Procurement Officer may conduct the procurement using eMMA, e-mail to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;

- (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
- (f) notices of award selection or non-selection; and
- (g) the Procurement Officer's decision on any Bid protest or Contract claim.

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

- (a) ask questions regarding the solicitation;
- (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer,
- (c) submit a "No Bid/Proposal Response" to the solicitation, and;
- (d) File a Bid Protest.

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

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

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

F. Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise Goal and Sub-goals

1.33.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of 10 % of the total contract dollar amount as set forth in the Bidder's Bid Form (Attachment M), including all option years, if any, has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 0 % for African-American MBEs,
- 0% for Asian-American MBEs,
- 0% for Hispanic-American MBEs, and
- 0% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

There are no MBE subcontractor participation subgoals for this procurement.

1.33.2 **Attachments D-1 to D-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid/Proposal)
Attachment D-1B	Waiver Guidance
Attachment D-1B (Exhibit A)	MBE Subcontractor Unavailability Certificate
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE Prime (including a Prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **Attachment D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive, or the Proposal is not reasonably susceptible of being selected for award.

1.33.4 Bidders/Offerors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.33.5 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment D-2**).
- (b) MBE Subcontractor Project Participation Certification (**Attachment D-3A**) and MBE Prime – Project Participation Certification (**Attachment D-3B**).

- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of and compliance with MBE Participation:
 - (a) **Attachment D-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D- 4B** (MBE Prime Contractor Report, *if applicable*)
 - (c) **Attachment D-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
- 1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment A**, Section 2.1).
- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment A**, Section 32).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a Contract as a Prime Contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE Prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (**Attachment D-1A**) used to meet

those goals. If dually certified, the MBE Prime can be designated as only one of the MBE sub-goal classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE Prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

- (a) Submit to the Department's designated representative by the 10th of the month following the reporting period:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE Prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department's designated representative by the 10th of the month following the reporting period an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- (c) 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.
- (d) 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. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) 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.

1.33.13 CONTRACT START-UP MEETING

Prior to the commencement of this contract, or no later than two (2) weeks following official notice of award, the Awardee of the Contract **MUST** attend the MBE Start-Up Meeting to review with the Agency Representative, the Procurement Officer, and the MBE Compliance Officer the contract terms and conditions, and all of the requirements in performance of this contract. But special attention will be provided to the compliance requirements of the MBE Goal. The Awardee **must** bring their approved Subcontractor(s) and any personnel, including those authorized to act on behalf of the Contractor directly involved in the performance of this contract. The Contractor shall bring to the Contract Start-Up Meeting a copy of the written contract agreement with the named subcontractor(s). This request is in accordance with COMAR 21.11.03.10B.

The Awardee shall also bring a copy of the written contract between the Prime Contractor and the Subcontractor(s).

The meeting will be arranged by the Procurement Officer in the prescribed limits (no less than two (2) weeks following official notice of award). It is incumbent of the Prime Contractor to ensure the Subcontractor(s) attendance for the required meeting.

1.34 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. 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. In the event that 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) of the State Finance and Procurement Article 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/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) 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(s), 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. **In this circumstance, this Contract will be determined to be a Tier 1 Contract.**
- When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and Subcontractors are subject to the Living Wage Law and shall pay each covered employee at least **\$16.13** per hour.
- When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 2 Area Contractors and Subcontractors are subject to the Living Wage and shall pay each covered employee at least **\$12.11** per hour.

NOTES: Whereas the Living Wage rate may change annually, the Contract price may not be changed because of a Living Wage rate change or a change in the State minimum wage rate.

As of January 1, 2024, the minimum wage increased to \$15.00. Therefore, the minimum wage will prevail over the Tier 2 Living Wage rates. The bidder should plan to pay this rate and for the yearly increase accordingly.

The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the Department of Agriculture or the State of Maryland once the contract has commenced.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, (DOL) website <http://www.dlrl.state.md.us/labor/prev/livingwage.shtml>.

1.35 Federal Funding Acknowledgement

This Contract does not contain federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.37 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.38 Company Profile

A Company Profile is required and must be submitted with the Bid. (**Attachment S**)

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Bidder/Offeror must submit a Mercury Affidavit in the form of **Attachment K** with its Bid/Proposal.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

1.43 Department of Human Services (DHS) Hiring Agreement

All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder/Offeror will be required to complete a DHS Hiring Agreement. A copy of this Affidavit is included as **Attachment O**. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award.

1.44 Small Business Reserve (SBR) Procurement / Small Business Preference (SBP) Procurement

SMALL BUSINESS RESERVE

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
 - (1) With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
 - (2) With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace Advantage.

E. Ineligible Bids or Proposals. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.

F. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Department of General Services as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been certified.

G. Reporting. The designated procurement units shall submit a report on the Small Business Reserve Program annually as required under COMAR 21.13.01.03B.

The bidder will be required to complete a Small Business Reserve Contract Affidavit. A copy of this Affidavit is included as **Attachment P**. This Affidavit must be provided with the bid.

SMALL BUSINESS PREFERENCE

This solicitation is not designated as a Small Business Preference (SBP) Procurement.

1.45 Performance Bond

A Performance Bond is not required with this contract. See Attachment R – Performance Bond

1.46 Payment Bond

A Payment Bond is not required with this contract. See Attachment S – Payment Bond

1.47 Bid Bond

A Bid Bond is not required with this contract. See Attachment T – Bid Bond

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1.48 Vendor Performance Report

QUARTERLY VENDOR PERFORMANCE REPORT

This form will be used to report satisfactory or unsatisfactory vendor performance. A copy will be given to the vendor and will become a permanent part of the vendor's file. This report must be completed by the agency quarterly and submitted to the DGS Procurement Officer within ten (10) days.

eMail To:

Name of Procurement Officer
david.renfro@maryland.gov

Report Date: _____

Report Due By: _____

User Agency/Department Submitting Report:

Contact Person: _____ Telephone Number: _____

Address: _____ eMail Address: _____

Title of Service/ _____

Location _____

DGS BPO # _____

Is there a Minority Business Enterprise (MBE) goal?

Yes _____ Goal _____ No _____

Is contractor compliant? Yes _____ No _____

Is this a Small Business Reserve (SBR)?

Yes _____ No _____

Term of Contract: _____ to _____

Vendor's Name: _____

Name of Company _____

Vendor's Phone #: _____

Vendor's eMail Address: _____

Brief description of service(s) provided by Vendor:

A. Using your Invitation to Bid (IFB), Scope of Work (SOW), for this contract, evaluate the vendor's performance. For any area(s) of non-compliance, include the specific section(s) consistent with the area(s) of vendor's compliance with contract terms and conditions. Use additional pages to complete Sections A, B, and C, as needed.

1.

2.

3.

B. Explain steps taken on the agency's level to resolve the problem and the vendor's response to those steps: (User Agency shall maintain documentation to support all areas of vendor's non-compliance).

C. Remarks: Be accurate, complete and factual.

Overall rating Satisfactory Unsatisfactory

 Printed Name and Title of Person Initiating Form

 Authorized Signature and Date

1.49 Use of Contractor's Form Not Binding on State

The Bidder may not substitute, modify, or provide any other document in lieu of the documents provided with this bid. Only those forms and documents provided with this solicitation and by the Procurement Officer will be considered acceptable as bid submission.

1.50 Electronic Transaction Fee

- 1.50.1 The Contractor shall pay an Electronic Transaction Fee to the State in the amount of one percent (1%) of the total Contract sales. The Electronic Transaction Fee is calculated based on all sales transacted under the Contract, minus any returns or credits. The Electronic Transaction Fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the Contract's unit prices.
- 1.50.2 The Electronic Transaction Fee shall be submitted to the Office of State Procurement, Fiscal Services Division, 301 W. Preston Street, Room 1309 Baltimore, MD, 21201 no later than forty-five (45) calendar days after the end of each reporting period along with a Monthly Usage Report documenting all Contract sales. An Excel version of the Monthly Usage Report shall be emailed to dgs.statewidecontractsusagereport@maryland.gov.
- 1.50.3 Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the Contract's requirements may result in the State exercising all recourse available under the Contract including, but not limited to, a third-party analysis of all Contract activity.

Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) Electronic Transaction Fee.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met (see also Section 4):

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

2.1.1 Prior to submitting a bid for the work covered by the specifications for this solicitation, the successful Bidder must have: a) a minimum of three (3) consecutive years of its entity being formed and in business; and b) a minimum of three (3) complete and consecutive years, within the last ten (10) years of successful **Janitorial Service** performance comparable in scope, type, size, magnitude, and complexity as required in this IFB. The Bidder must provide three (3) references that can substantiate this experience timely upon the request of the Procurement Officer.

The Bidder shall submit online with the bid response **on the Company Profile (Attachment S) a minimum of three (3) references** of companies or organizations for which the Bidder 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 Bidder has provided services within the past ten (10) consecutive years and shall include the following information:

2.1.2 Each reference must include:

- a. Name and complete address of business or company
- b. Name of the contact person, email address, and current phone number
- c. Term and length of each contract
- d. Size and type of facility (square footage)
- e. Type of services provided
- f. Names of supervisory personnel who will perform under the contract, specifying the length and type of experience of each such personnel
- g. Contract value

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

2.1.3 If applicable:

Upon request, the Contractor shall submit documentation qualifying the On-site Supervisor, Project Manager, Plant Manager, etc. to include a resume, background clearance, and three (3) client references. These documents must reflect at least two (2) years' experience, with Janitorial supervision for services of the type and size of this IFB. With each reference on the resume, it must list details of the length of employment, type and size (square footage) of the buildings serviced by the Supervisor.

2.1.4 **List of Current or Prior State Contracts:** (References used to meet any Bidder Minimum Qualifications in Section 2.1.1 may be used to meet this request.

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) consecutive years. For each identified contract, the Bidder is to provide:

- a. The State contracting entity;
- b. A brief description of the services provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. 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 responsibility determination by the Procurement Officer.

2.1.5 Qualifications of Bidders and Determination for Responsibility / Communication

The bidder/contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Procurement Officer or designee within 24 hours will jeopardize a Bidder's determination of responsibility and the bid may be rejected.

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SECTION 3 – SCOPE OF WORK

Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410

3.1 Background and Purpose

The State is issuing this solicitation for the purpose of obtaining a contractor to provide Janitorial Services to the Headquarters Complex of the Maryland Department of Agriculture (MDA). 50 Harry S. Truman Parkway, Annapolis, Maryland 21410. Two (2) buildings: Administration and Laboratory Wing and its Motor Pool and Greenhouse.

3.2 Scope of Work - Requirements

3.2.1 BUILDING DESCRIPTION:

The Contractor shall: furnish all labor, material, supplies and equipment necessary to perform the daily, weekly, semi-annual, and annual cleaning required under the contract. Moreover, the Contractor shall perform the required work in strict conformity with the standards, materials and conditions hereinafter specified.

The Maryland Department of Agriculture Headquarters Building, located at 50 Harry S Truman Parkway, Annapolis, Maryland 21401. Its areas consist of the following:

- a. Carpet in halls, offices and stairs, 57,776 square feet
- b. Vinyl tile in halls and offices, 22,372 square feet
- c. Composition Lab floors in Labs, on request or schedule, 20,486 square feet
- d. Ceramic tile in restrooms, 3,504 square feet
- e. Glazed tile brick in second level main entrance, 238 square feet
- f. Concrete flooring areas, 560 square feet
- g. Total estimated building interior square footage 164,981
- h. Estimated exterior loading docks, patios, and walkway square footage 25,000
- i. 8 women's and 8 men's restrooms and 1 executive restroom.

It shall be the Contractor's responsibility to verify the square footage and number of units listed above, as all are approximate. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in the Contractor's bid.

The Contractor must own or acquire, prior to the start date of the contract, all necessary commercially rated equipment for the proper performance of the contract. The equipment must be at the facility and be fully operational upon the start of the contract and remain stored at the facility through the duration of the contract, equipment may be removed for repair or replacement.

3.2.2 WORKING HOURS AND ASSIGNMENTS:

Contractor shall provide adequate personnel to accomplish all tasks required under the contract and in accordance with the stated minimum requirements. The Contractor shall employ, at all times, the

quantity and quality of supervision necessary for both effective and efficient management of cleaning operations. The Working On site Supervisor shall speak, read, and write English and have an intimate knowledge of the various cleaning tasks, equipment, and materials to be able to both properly train and direct the cleaning crew in their individual tasks, and to maintain and control an effective inspection and follow-up program.

The Contractor shall provide:

- a. Working On-site- Supervisor. The Supervisor shall be on-site Monday to Friday from 12:00 Noon to 8:00 pm, evening and weekend hours as required.
 - i. Qualifications of Working On-site Supervisor
A minimum of two (2) years successful experience in cleaning supervision performance comparable in scope, type, size, magnitude, and complexity as required in these Specifications.

- b. Two (2) daytime Porter/Janitors to perform janitorial tasks as outlined in Section 3.2.13 to help with the day-to-day upkeep of the facility, and any other task within Section 3.2.13, that may be accomplished during the scheduled work hours. The Day Porters shall work Monday to Friday, from 7.30 a.m. to 4 p.m.
 - i. Qualifications of Day Porter:
A minimum of one (1) year successful custodial/Day Porter performance comparable in scope, type, size, magnitude, and complexity as required in these Specifications.

- c. Two (2) custodial crew to perform janitorial tasks as outlined in Section 3.2.13. The custodial crew shall work Monday to Friday from 4:00 pm to 8:00 pm.
 - i. Qualifications of Custodial Crew:
A minimum of one (1) year successful custodial/janitorial performance comparable in scope, type, size, magnitude, and complexity as required in these Specifications.

NOTE: Any deficiencies in hours worked to the above working schedule shall result in a monetary Reduction in the monthly payments to the Contractor. These reductions shall be determined on an hourly basis, as reflected in the hourly schedule rate. Monetary deduction may also occur in the monthly payments if the Department’s Representative solely judges performance of cleaning below the standards as set forth in Section 3.2.13.

Example: Vacuuming of carpeted areas did not meet the standards of the contract. Hours shall be deducted based on the hourly rate schedule, based solely on Department’s Representative's judgment.

3.2.3 STATE HOLIDAYS:

State holidays which services may not be required from the Contractor; unless prior approval is given by the Building Supervisor or his/her designee:

New Year's Day Martin Luther King Day Presidents Day

Memorial Day	Juneteenth Day	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	American Indian Heritage Day	Christmas Day

All other additional days authorized by the Governor, plus official General Election holidays and Service Reduction Days.

3.2.4 BUILDING CLOSURE/SNOW DAYS:

Whenever State employees are excused early as a result of heavy snowfall and hazardous driving conditions, the Contractor must make every effort to provide janitorial services, particularly if the occurrence is on a Friday, or is a day preceding a Holiday. Work should be performed during the Holiday or week-end so the building shall be clean prior to the beginning of the next business day. Should the Contractor be unable to provide janitorial service to the building, the Contractor must notify the Building Supervisor/Maintenance Supervisor that the service will not be provided. The Contractor shall not receive payment for the daily tasks that were not performed as a result of the building being closed.

3.2.5 EMERGENCY CONDITIONS:

Should an emergency condition requiring immediate attention exist, (such as flooding of a particular section of the building), the Contractor shall divert their staff to whatever part of the building that is effected, under the direction of the Building Supervisor or Maintenance Supervisor, and attempt to remedy the situation as best possible. When these employees are no longer needed for this special work, they will resume their normal janitorial duties. The Contractor shall not be penalized because the normal duties were not performed for this date.

3.2.6 CONTRACTOR AND WORKING ON-SITE SUPERVISOR'S RESPONSIBILITIES

- A. The Contractor shall employ a qualified Working On-site Supervisor who shall report **DAILY** Monday through Friday, to the Building Supervisor for communications and coordination of the janitorial functions and quality control. The On-site Supervisor shall thoroughly inspect all areas of the building under contract to ensure that the quality of workmanship and compliance with the contract are met.
- B. At least ten (10) business days prior to the commencement of the contract, the Contractor shall submit in writing to the Building Supervisor or designee, the name and cell phone number of the On-site Supervisor, who is authorized to act for the Contractor in every detail for the janitorial cleaning services. The Working On-site Supervisor will act as liaison between the Contractor and the Department, and will ensure compliance with the terms of the contract.
- C. At least ten (10) business prior to the commencement of the contract, the Contractor shall submit in writing, to the Building Supervisor or designee, the name, address, and social security number for the employees the Contractor intends on assigning to this Contract.

- D. At least ten (10) business days prior to the commencement of the contract, the Contractor shall submit, to the Building Supervisor or designee, a performance/staffing plan that shall include a performance schedule for all daily, weekly, and monthly janitorial tasks which will include staffing levels, staffing assignments, and equipment utilization.
- E. At least ten (10) business days prior to the commencement of the contract, the Contractor shall submit to the Building Supervisor or his designee, and a complete cleaning checklist for Section 16. The cleaning checklist shall be reviewed daily and signed by the On-site Supervisor and provided to the Building Supervisor or designee daily.
- F. No more than thirty (30) days after the start of the contract, the Contractor, the On-site Supervisor and the Building Supervisor or designee shall establish dates and times for the monthly, semi-annual, and annual tasks to be accomplished (ADD Alternates #1 - #4). The Building Supervisor shall send a copy of the signed schedule to the DGS Procurement Officer.
- G. The Add Alternates will be scheduled at the discretion of the Building Supervisor or designee depending on fund availability at the time service is to be performed. The Building Supervisor or designee may notify the Contractor, in writing, that some or all Add Alternates will be deleted from the scope of services.
- H. The Contractor shall provide a two-week prior notification to the Facility Manager or designee in writing when seasonal tasks will be performed. The Building Supervisor or designee shall notify its employees in a timely manner to prepare the effected space for such cleaning.
- I. The Contractor shall not hire current State employees for work in State buildings.
- J. The Working On-site Supervisor will be responsible for conduct and performance of the Contractor's employees, and that all personnel comply with the following rules:

The Contractors' employees shall not:

- a. Remove any State property or personal property, equipment, monies, forms, or any other items from the building;
- b. Engage in loud or boisterous behavior;
- c. Play radios tape or CD players or any other sound amplification devices;
- d. Be under the influence of alcohol or drugs;
- e. Gamble;
- f. Turn on or off or use any equipment other than the Contractor's equipment;

- g. Use any State telephone except a telephone designated by the Building Supervisor or designee for the purpose of conducting business under this contract. The Contractor shall reimburse the State for any costs for misuse of State telephones;
- h. Open any desk, file cabinet or storage cabinet;
- i. Consume any food or beverage other than that which the employee brought on the job site with him/her, or purchased from a vending machine and only in an area designed by the Building Supervisor or designee;
- j. Engage in any horseplay;
- k. Remove any articles from desks;
- l. Sleep;
- m. Engage in long conversations with security guards, visitors or other individuals;
- n. Take photographs of the building or any of its contents;
- o. Remove any documents, records, forms, or paper of any kind which is not either in the trash can or clearly marked as trash;
- p. Use any tobacco or tobacco products in any form on state property;
- q. Engage in any activity which is not in the best interest of the State or is otherwise detrimental to the performance of this contract;
- r. Have visitors, bring child(ren) or pets to work or bring any unauthorized individuals into the facility at any time;
- s. Enter the facility during non-specified work hours without the prior knowledge and approval of the Building Supervisor or designee.

The Contractor shall not authorize anyone to enter the building other than the assigned and approved Department staff.

Should the State find any employee of the Contractor undesirable under this contract, the State shall immediately notify the Contractor verbally, followed by a written notification to the Contractor, that the particular employee is undesirable. The Contractor shall be responsible for the conduct of that employee and liable for any action or inaction of that employee while performing work under this contract.

3.2.7 SIGN - IN AND SIGN - OUT PROCEDURES:

- A. Each employee of the Contractor shall be required to sign-in and sign-out daily, indicating the accurate time of arrival and departure. Each employee will be required to report to the Building Supervisor or designee at Central Service Maintenance section prior to starting or finishing their shift to sign-in and sign out on a weekly log sheet provided by the Department.
- B. Contractor and employees shall use only entrances or exits as designated by Department's Representative.
- C. The Contractor will provide to the Facility Manager a copy of his/her company internal employee security policy/procedures/ requirements.
- D. Custodians shall be subject to all inspection regulations as determined by the Department, especially bringing in and taking out packages from the building.

3.2.8 MATERIALS FURNISHED BY CONTRACTOR:

- A. The Contractor shall use only environmentally safe materials and supplies. All materials and supplies must be approved by Department's representative prior to bringing in or use at the Department.
- B. All materials and supplies shall consist of, but not limited to, mop buckets, mops, dust mops, brooms, dust pans, dusters, housekeeping carts, squeegees, safety floor signs, disinfectants, bowel cleaner, spot cleaner, glass cleaner, non-slip floor finishes, furniture polish, or any other materials and supplies required to accomplish the tasks listed in this contract.
- C. Pursuant COMAR Title 21.11.05, housekeeping supplies in support of this contract that are made, manufactured, re-manufactured or assembled by Blind Industries and Services of Maryland (BISM), 3345 Washington Blvd, Baltimore, Md. 21227, should be purchased by them, to the extent they are available. Green products shall also be purchased to the extent practical. The Contractor shall make green products as the primary purchase. Additional information may be obtained from BISM directly by calling Tom Owens at (410) 737-2647 or (www.BISM.org). As this is a mandatory requirement, failure to comply will be considered a contract default. A copy of the Contract will be provided to BISM for follow up.

3.2.9 EQUIPMENT TO BE FURNISHED BY CONTRACTOR:

- A. The following equipment **must be supplied by the Contractor** and maintained on the job site during the life of the contract. The equipment must be maintained in a safe, clean and good operating condition. All equipment shall be available to the Contractor's employees at all times.
- B. Commercial type vacuum cleaners with necessary attachments.

- C. All-purpose wet/dry pick up commercial type vacuums, with attachments.
- D. Portable vacuums with attachments for use on upholstered furniture, ventilating louvers, etc.
- E. Commercial type, heavy duty floor buffing machines with adequate supplies of brushes and pads.
- F. Stepladders
- G. Appropriate glass-cleaning equipment.
- H. Rug shampoo machine (not required to keep on job site).
- I. Any other equipment required to accomplish the tasks listed in this contract.

3.2.10 SERVICE AND MATERIALS SUPPLIED BY DEPARTMENT:

- A. The Department will supply to the Contractor light, heat, power, and water, as may be required for the cleaning of the premises under the terms of the contract.
- B. The Department will provide janitor closets for mops, etc., and a certain area under lock and key for the storage of the Contractor's equipment and cleaning supplies. The Contractor shall maintain these areas in a clean and orderly fashion.
- C. The Department will supply outdoor trash containers for final disposal of trash.
- D. The Contractor is subject to the Department's security rules for disposal of trash.
- E. The Department will supply the following materials:
 - Paper Towels
 - Toilet Paper
 - Trash Container Liners
 - Liquid Hand Soap
 - Toilet Seat Covers

3.2.11 WORK EXCLUDED FROM CONTRACT:

- A. The following areas and items of work are not included in the services to be performed by the Contractor:
- B. All mechanical and electrical equipment rooms.
- C. Glass rotunda extending from the Laboratory and through the full length of the Administrative Building.

- D. Most exterior glass surfaces. (**Contractor shall maintain exterior glass cleaning of all exit door and glass to left and right of doors.**)
- E. Third floor laboratory building (Rooms 378, 379, 380, 381, 382, 383, 384, 385, 386, 387)
- F. Growth Chambers, second floor laboratory building (Rooms 228a, 239, 240).
- G. Laboratory/work rooms that are locked when janitorial services are normally scheduled.

3.2.12 CLEANING SERVICES TO BE PROVIDED BY CONTRACTOR:

- A. In performing the contract, the Contractor shall follow the description of cleaning services provided by Department, which designates the frequency of the task and the required performance standard.
- B. A thorough, complete cleaning shall be performed within 30 days from the beginning of the contract period. This shall include the daily, weekly, quarterly, semi-annual, and annual tasks.

3.2.13 CLEANING SERVICES PROVIDED BY CONTRACTOR:

D = DAILY TASKS:

D-1 EMPTY TRASH CANS AND REMOVE TRASH.

LOCATION:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, vending area, outside lab areas and in certain lab areas on request only and trash receptacles outdoors around building perimeters.

STANDARDS:

1. All trash from trash cans is removed to dumpsters.
2. All small loose trash is placed in large plastic bags and deposited in dumpsters provided. Large plastic bags are closed and tied and are free from holes which would allow trash or liquids to escape.
3. Dumpster doors are left closed and latched.
4. All emptied trash cans have liners that are free of soil, stains, garbage or any substance which creates odor or unsightly appearance.
5. All trash cans to be maintained clean.
6. All items marked as "trash" are removed and placed in dumpsters.

D-2 RECYCLABLES

LOCATION:

Executive offices, general offices, corridors, vending areas, and all other areas as required.

STANDARDS:

1. Recyclables removed from selected areas and deposited in selected containers as determined by Department's representative.
2. Recyclables containers shall be maintained clean and odor free.

D-3 SPOT CLEAN GLASS AND MIRRORS

LOCATIONS:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, vending area, outside lab areas and in lab areas on request; stairwells and entrance ways.

STANDARDS:

1. Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without residue or haze.

D-4 CLEAN OUTSIDE CIGARETTE URNS

LOCATIONS:

Outside designated areas.

STANDARDS:

1. All urns have been emptied and cleaned with no evidence of streaking on the exterior and no residue on the interior.
2. Urns using sand as an extinguishing agent shall be cleaned and maintained to one-half full capacity, or as required.

D-5A SPOT CLEAN BUILDING SURFACE:

LOCATIONS:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, vending area, elevators, stairwells and lab areas on request.

STANDARDS:

All vinyl, painted, ceramic tile, stainless steel surfaces and restroom partitions shall be free of smudges, smears, marks, dirt, fingerprints, dust or other soils. Surfaces shall be free of detergent residue, streaks, film or haze.

D-5B SPOT CLEAN FURNITURE, HARD, CLOTH OR VINYL AREAS:

LOCATIONS:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, vending area, elevators, stairwells and lab areas on request.

STANDARDS:

1. All dirt, dust, smudges, smears, fingerprints, stains, and spills are removed from furniture and exhibits a clean uniform appearance.
2. Use proper types of cleaners and polishes as required and approved by Department's representative.

D-6 CLEAN, DISINFECT AND POLISH WATER FOUNTAINS STANDARDS:

LOCATIONS:

All throughout the building

STANDARDS:

All water spots, dirt, smudges, smears, film and haze is removed and a polished appearance is maintained.

D-7 REFILL PAPER TOWEL, TOILET TISSUE AND LIQUID HANDSOAP:

LOCATIONS:

Restrooms and executive restroom.

STANDARDS:

1. All paper towel dispensers are filled to 3/4 capacity and are dispensed easily and correctly.
2. All toilet paper dispensers have at least 1/2 roll properly installed on dispensers.
3. All hand soap dispensers are to be checked, maintained and refills properly installed as required.

D-8 CLEAN AND DISINFECT BASINS, TOILETS, URINALS, COUNTERTOPS, SHELVES AND SANITARY NAPKIN DEPOSITORIES:

LOCATIONS:

All Restrooms and executive restroom.

STANDARDS:

1. Basins, countertops, shelves, all chrome pipes and plumbing fixtures shall be cleaned, disinfected, shined and free of stains, dirt, hair, smudges, smears, water spots or any type of soils.
2. Toilets and urinals - cleaned, disinfected and free of stains, dirt, hair, smudges, smears, water spots, encrustation, rust or any type of soils. Toilet seats, top and bottom surfaces, shall receive the same care.

3. Sanitary napkin depositories emptied, disinfected and maintained free of dirt, hair, smudges, smears, rust or odor. Exterior of unit shall be clean and free of smears, film and haze. Contents of depositories bagged in plastic bags, tied and disposed of properly.

D-9 BUFFING ALL RESILIENT TILE, TERRAZZO BRICK OR ANY TYPE OF HARD FLOOR:

LOCATIONS:

Lobbies, corridors, lounges, stairwells, entrance ways, reception areas, kitchen, and vending areas.

STANDARDS:

1. Floors are to be clean, have a glossy sheen and be free of any dirt, buffing or swirl marks, and present a uniform appearance.

D-10 VACUUM FLOOR MATS:

LOCATIONS:

Entrance ways, corridors, lobbies, reception areas, stairwells, elevators, and any other areas mats may be located.

STANDARDS:

1. All dirt, dust, trash or stains are to be removed and maintained clean.
2. Floor mats shall be returned to their original safe positions.

D-11 SPOT CLEAN CARPETS:

LOCATIONS:

All carpeted areas.

STANDARDS:

1. Carpets shall be maintained clean free of stains, spots and marks of any type of which can be removed.

D-12 MAINTAIN OUTSIDE BUILDING PERIMETERS:

LOCATIONS:

South patio/walk area to curb, North patio/walk area first level to grass line, East patio/walk area to curb, West end walk to end of parking space lines, four (4) loading dock areas. Total estimated square footage is 25,000.

STANDARDS:

1. Areas to be maintained free of litter, leaves, trash, cigarette butts, dirt, or debris of any type.

2. All material collected to be bagged and placed in dumpsters.

D-13 MISCELLANEOUS DAILY DUTIES AND SERVICES

LOCATIONS:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, elevators, vending areas, reception areas, stairways, stairwells, outside lab areas and inside lab areas on request.

1. When directed by the Department, the Contractor shall thoroughly clean any areas required for a special occasion **or** made necessary by emergency or mishap to include the use of plungers to unclog commodes when necessary.
2. The Contractor will be responsible for the removal of trash (refuse) from the designated collection locations in the buildings and deposit same where directed by the Department.

W = WEEKLY TASKS:

W-1 DUST ALL HORIZONTAL VERTICAL AND ANGLED SURFACES:

LOCATIONS:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, vending areas, reception areas, stairways, stairwells, outside lab areas and inside lab areas on request.

STANDARDS:

1. All window ledges, railings, walls, desks, file cabinets, storage cabinets, furniture, blinds and any other surfaces shall be maintained free of stains, dirt, cobwebs, dust, trash, or any type of foreign material.

W-2 BUFFING (WAXING AS NEEDED) ALL RESILIENT TILE AND HARD SURFACE FLOORS USE ONLY APPROVED NON-SLIP TYPE PRODUCTS:

LOCATIONS:

Corridors, vending area, reception areas, lobbies, stairwells, entrance ways, kitchen and any other areas on request.

STANDARDS:

1. Floors shall be evenly waxed and buffed to a high gloss.
2. Floors shall have no buffing marks or swirls and present a clean, uniform appearance.
3. No wax residue or buildup in corners or areas of floor adjoining vertical walls or stairs.
4. Baseboards, doors, and walk shall be free of splatters or marks and maintain a clean uniform appearance.

W-3 DUST MOP FOLLOWED BY WET MOP ALL CERAMIC TILE, QUARRY TILE, BRICK CONCRETE, TERRAZZO, RESILIENT TILE AND ANY OTHER TYPE OF HARD FLOORS

LOCATIONS:

Lobbies, corridors, entrance ways, elevators, reception areas, vending areas, restrooms and lab areas on schedule or request.

STANDARDS:

1. All dirt, melting compounds, dust, trash and foreign materials removed from floors.
2. No dirty water or cleaning solution residue or mop marks shall be visible on floor.
3. All corners and areas adjoining walls or stairs shall be free of dirt, dust, trash, dirty water, cobwebs, residue, cleaning solution residue and wax buildup.
4. All restrooms - a clean, disinfected mopping solution shall be used.

W-4 VACUUM ALL CARPETED AREAS COMPLETE:

LOCATIONS:

Executive offices, general offices, conference rooms, lounges, restrooms, lobbies, corridors, elevators, entrance ways, stairs, stairwells, kitchen and any other carpeted areas.

STANDARDS:

1. Carpets to be maintained clean, free of all dirt, dust, paper clips, staples, trash or any type of foreign objects.
2. Furniture is to be returned to its original position.

3.2.14 ADD ALTERNATES:

ADD ALT # 1- STRIP AND REFINISH ALL RESILIENT TILE AND HARD SURFACE FLOORS. USE ONLY APPROVED NON-SLIP TYPE PRODUCTS:

FREQUENCY - SEMI-ANNUALLY

LOCATIONS:

Corridors, vending areas, reception areas, lobbies, stairwells, entrance ways, kitchens and any other areas on request.

STANDARDS:

1. All old wax stripped from floors.
2. All stripping solution removed from floor and surrounding wall areas.

3. New wax applied evenly and buffed to a high gloss.
4. Floors shall have a clean, uniformed appearance.
5. Baseboards, doors, and walls shall be free of splatters or marks and maintain a clean, uniform appearance.

ADD ALT # 2 – VACUUM/CLEAN HIGH RETURN AIR GRILLS AND CLEAN/SHINE ALL STAINLESS WRAPPED PIPE CROSSINGS AND CLEAN GLASS AND SILLS/LEDGES IN THREE STORY OPEN ATRIUM:

FREQUENCY - ANNUALLY

LOCATIONS:

Atrium areas in the Administration wing and Lab 2.

STANDARDS:

1. All dirt, dust, or cobwebs removed; a clean uniformed appearance maintained. Removal of high grill work may be necessary.

ADD ALT # 3 – CLEAN/SHAMPOO CARPETING

FREQUENCY – ANNUALLY

LOCATIONS:

All carpeted areas of building scheduled during off hours such as nights, weekends, or holidays.

STANDARDS:

1. Carpets shall be clean, free of dirt, stains, shampoo residue, or other soil.
2. Carpets shall present a clean uniformed appearance.
3. Furniture is restored to its original position.

ADD ALT # 4 - CLEAN INTERIOR GLASS

FREQUENCY - ANNUALLY

LOCATIONS:

Throughout building areas, such as conference rooms, offices, or any area glass is located.

STANDARDS:

1. Glass is free of dirt, dust, streaks, tape, or stains.

2. It is understood some glass may not be accessible. It is the owners' determination as to which glass will not be cleaned if any.

3.2.15 INSPECTION BY DEPARTMENT:

The Department may inspect, at any time, any part of the Contractor's work, and any of the materials and supplies, or equipment which the Contractor may have on hand or in the building. The Contractor shall provide adequate cooperation with any inspector assigned by the Department to permit him/her to determine the Contractor's conformity with the contract's specifications and the adequacy of the cleaning work being performed.

3.2.16 RESPONSIBILITY FOR DAMAGE:

1. The Contractor shall repair and restore to its original condition any materials or surfaces damaged by his/her operations.
2. All materials, supplies, and equipment used by the Contractor shall be suitable and not harmful to the surfaces on which they are applied.
3. No material shall be placed on the floors which cannot be readily stripped off.
4. The Contractor shall be entirely responsible for any loss or damage to his own materials, supplies and equipment, and to the personal property of his employees while they are in the building.
5. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the Department or the Department's employees, when such loss or damage may be attributable to the actions or negligence of the Contractor or Contractor's employees.

3.2.17 MISCELLANEOUS AGREEMENTS:

1. The Contractor shall not hire MDA employees to work in MDA buildings.
2. The Contractor will comply with any and all laws as they relate to employees (this is intended to include wage and hour laws, required worker's compensation insurance, occupational safety and health requirements, withholding taxes, social security, etc.). The Contractor shall be responsible for any wage/rate increase in the Federal Minimum Wage for the term of the contract and such increases may not be passed on to the State for the term of the contract.
3. Prohibition Against Assignment. The Contractor shall not assign the contract in whole or in part, without the written approval of the Procurement Officer.

3.2.18 REDUCTIONS FOR NON-PERFORMANCE OR FAILURE TO MEET STANDARDS:

The following reductions shall be used in adjusting the Contractor's invoice when the Contractor

fails to perform any task required in these specifications or performs any task below the standards as required in these specifications.

Within each 12-month period of the contract:

- a. First occurrence - written documentation notice from the Contract Monitor to the contractor.
- b. Second occurrence - written documentation and deduction of 1/60th of monthly invoice amount.
- c. Third occurrence - written documentation and deduction of 1/30th of monthly invoice amount.
- d. Reductions for “No Shows” may be based on the normal number of Contractor’s personnel assigned to the building multiplied by the hours normally worked by the Contractor.
- e. Reductions for below standards work may be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.
- f. Reductions for non-performance may be made if the task was not done and State workers have to be assigned immediately to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.
- g. The referenced conditions (examples) may result in Termination of Contract for Default by the Procurement Officer.

Note: Copies of all correspondence regarding this clause must be submitted to the Procurement Officer.

3.2.19 DISPUTES ARISING FROM REDUCTIONS:

- a. Should the Contractor dispute the validity of a reduction determination made by the Contract Monitor, they may appeal the reduction to the Contract Monitor within seven (7) calendar days of receiving notice of the reduction.
- b. The Contract Monitor will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.
- c. Should the Contractor disagree with the decision of the Contract Monitor, the Contractor may appeal the Contractor Monitor’s decision to the agency’s Procurement Officer, Pamela Sams-Turner, within seven (7) calendar days at 50 Harry S. Truman parkway, Annapolis, Maryland, 21401 of the receipt of the Contract Monitors’ decision.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) 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.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

Contractor Is Responsible for 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.

3.4 Insurance Requirements

- 3.4.1 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.
- 3.4.2 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.
- 3.4.3 Fidelity Bond – Contractor's employees shall be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to 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 \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later that time of award.

- 3.4.4 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:
- a. 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.
 - b. Commercial General Liability as required in Section 3.4.1.
 - c. Automobile and/or Commercial Truck Insurance as required in Section 3.4.2.
 - d. Employee Theft Insurance as required in Section 3.4.3.
- 3.4.5 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:

JANITORIAL SERVICES at the MARYLAND DEPARTMENT OF AGRICULTURE HEADQUARTERS COMPLEX. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED”. (CONTRACT # and CONTRACTOR).

- 3.4.6 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.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

- 3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how

problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

(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.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

At the end of each month, the Contractor shall render to the **Regional Manager's Office** the invoice, in triplicate, for the service provided over the preceding month. Invoices shall indicate the number of monthly non-overtime work hours for guards and the number of monthly non-overtime work hours for on-site supervisor. If the State requests overtime work, then the invoice shall indicate the overtime hours. The Contractor's Federal Tax Identification Number or Social Security Number must appear on the front of the invoice. All invoices shall be addressed as follows:

Department of Agriculture
Accounts Payable Division
301 W. Preston Street, Rm. 1309
Baltimore, Maryland 21201

A monetary deduction shall be made to the monthly invoices should minimum daily hour, tasks, locations, standards, or anything in the contract specifications are not met.

3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.8 VSBE Reports

This solicitation does not include a VSBE Goal.

3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

3.10 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition, and shall be for a period of at least sixty (60) days. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

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SECTION 4 – BID FORMAT

4.1 One Part Submission

Bids and all attachments for this solicitation are being accepted solely online through eMaryland Marketplace Advantage (eMMA).

4.2 Labeling

Labeling is not required for this solicitation.

4.3 Bid Price Form

If applicable, the Bid Form is an attachment on eMMA.

The Bid Form shall contain all price information in the format specified on the Bid Form (**Attachment M**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

Bidders shall include the following with their Bid on eMMA:

4.4.1 Minimum Qualifications Documentation:

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Bidder Minimum Qualifications.”

4.4.2 Completed Required Attachments:

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) *see **Section 1.33**.
- b. Completed Bid Form (Attachment M, if applicable).
- c. Completed Bid/Proposal Affidavit (Attachment C).
- d. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment F-1, if applicable). **See Section 1.34
- e. Completed Company Profile (Attachment S)

4.4.3 Additional Attachments * See appropriate IFB Section to determine whether the following Attachments are required for this procurement:

- a. Completed Federal Funds Attachment (**Attachment G, if applicable**) *see **Section 1.35**.
- b. Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see **Section 1.36**.
- c. Completed Mercury Affidavit (**Attachment K, if applicable**) *see **Section 1.40**.
- d. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (**Attachment E-1**) *see **Section 1.41**.
- e. Completed Location of the Performance of Services Disclosure (**Attachment L**) *see **Section 1.42**.

4.4.4 References: (See Attachment S)

At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. References used to meet any Bidder Minimum

Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past ten (10) consecutive years and shall include the following information:

References must include the following:

- a. Name, title, address, phone number and e-mail address, if available, of point of contact for client organization.
- b. Length of service provided – term of contract.
- c. Name of facility and service provided.
- d. Size and type of facility (square footage).
- e. Letters of testament are desirable, but not required.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

4.4.5 **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) consecutive years. For each identified contract, the Bidder is to provide:

- g. The State contracting entity;
- h. A brief description of the services provided;
- i. The dollar value of the contract;
- j. The term of the contract;
- k. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- l. 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 responsibility determination by the Procurement Officer.

4.4.6 **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.7 **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

4.4.8 **Legal Action Summary:**

This summary shall include:

- i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;

- ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
- iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
- iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.5 Reciprocal Preference

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. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bids shall only be accepted via the State’s internet based electronic procurement system, eMMA. Bidders may not mail or hand-deliver Bids.

Bidders shall provide their Bids in one envelope through eMMA following the [Quick Reference Guides](#) (QRG) labelled “4 - eMMA QRG Responding to Solicitations (IFB)” for single envelope submissions.

Bids for this solicitation are being accepted solely online through eMaryland Marketplace Advantage (eMMA).

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit one (1) electronic copy of each of the following documents:

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment N**),
- c. completed MBE **Attachments D-2 and D-3A and D-3B**, within ten (10) Working Days, if applicable; ***see Section 1.33**,
- d. MBE Waiver Justification within ten (10) Working Days (see **MBE Waiver Guidance and forms in Attachment D-1B, D-1B – Exhibit A, and D-1C**, if a waiver has been requested (if applicable; ***see Section 1.33**),
- e. signed Non-Disclosure Agreement (**Attachment I**), if applicable; ***see Section 1.37**,
- f. completed VSBE **Attachments E-2 and M-3**, if applicable ***see Section 1.41**,
- g. completed DHS Hiring Agreement, **Attachment O**, if applicable ***see Section 1.43**, and
- h. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; ***see Section 3.4.THE**

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IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer two (2) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully executed copy will be sent to the Contractor.

ATTACHMENT C – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid. (see Section 1.25)

ATTACHMENT D – Minority Business Enterprise Forms

If there is a MBE Goal for the solicitation (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1A must be properly completed and submitted with the Bidder's Bid or the Bid will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Bidder must submit Attachments D-2 and D-3A and D-3B.

ATTACHMENT E – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments E-1 through E-4. Attachment E-1 must be completed and submitted with the Bid. Attachment E-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement
Living Wage Affidavit of Agreement must be completed and submitted with the Bid (see Section 1.34).

ATTACHMENT G – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Bid as instructed in the Attachments.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Bid.

ATTACHMENT I – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT J – HIPAA Business Associate Agreement (If applicable)

ATTACHMENT K – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

ATTACHMENT L – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Bid Form Instructions and Bid Form (If applicable)

The Bid Form must be completed and submitted with the Bid.

ATTACHMENT N – Contract Affidavit. This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award. (see Section 1.26),

ATTACHMENT O – Department of Human Services (DHS) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Small Business Reserve Affidavit

If required (see Section 1.44), this Attachment must be completed and submitted with the Bid.

ATTACHMENT Q – No-Bid Notice. If required (see page ii and 1.13.11).

ATTACHMENT R – If Applicable, Performance Bond– Will be a separate Attachment in eMaryland Marketplace Advantage. If required (see Section 1.45), this Attachment must be completed and submitted within to (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT S – Company Profile

This Attachment must be completed and submitted with the Bid, (see Section 1.38)

ATTACHMENT T – If Applicable, Bid Bond– Will be a separate Attachment in eMaryland Marketplace Advantage. If required (see Section 1.47), this Attachment must be completed and submitted with the Bid.

ATTACHMENT U – If Applicable Payment Bond – Will be a separate Attachment in eMaryland Marketplace Advantage. If required (see Section 1.46), this Attachment must be completed and submitted within to (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT V – Pre-Bid Conference Attendance Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Bidders that plan on attending the Pre-Bid Conference.

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ATTACHMENT A – CONTRACT

Title: MDA- Janitorial Services for HQ Building

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Maryland Department of Agriculture.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

i. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Monitor” means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the (Department).
- 1.6 “IFB” means the Invitation for Bids for (solicitation title) Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.8 “State” means the State of Maryland.

ii. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment N)

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this

section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately (number of years of base term of Contract) years (change to months if necessary) beginning (anticipated Contract start date) and ending on (anticipated end date of base term of Contract).
- 3.2 Further, this Contract may be extended for (number of Option Years) periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid for Option Years. (Delete this section if there are no Option Years and change the numbering of the next section to 3.2).
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the (Bid or Bid Form, choose one) (Attachment M). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ (Not-to-Exceed amount). (The following paragraph may be added to indefinite quantity, labor hour and time and materials contracts at the discretion of the Contract Monitor; otherwise delete it.):

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended,

are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMaryland Marketplace vendor ID number is (Contractor's eMMA number).

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the procurement officer.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and

disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause (Default)

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the

State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Payment of State Obligations

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State’s receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

23. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

24. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

25. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- 26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

26.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

29.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor's liability shall not exceed the amount paid to the Contractor under this Contract. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

30. Parent Company Guarantee (If Applicable)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any

claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

31. Commercial Nondiscrimination

- 31.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 31.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 31.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

32. Prompt Pay Requirements

- 32.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
 - a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 32.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:
 - a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 32.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 32.4 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 (MBE) program.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. 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.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - f. 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.

(If there is an MBE goal for the Contract, enter and complete pursuant to GOMA's Guidelines for Liquidated Damages Provisions for Contracts Containing Minority Business Enterprise Participation Goals. Delete this clause if there is no MBE goal, and revise the numbering of the clauses in this Contract accordingly.)

33. Liquidated Damages

33.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 33.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$153.00 per day until the monthly report is submitted as required.
- 33.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$76.00 per MBE subcontractor.
- 33.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- 33.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- 33.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the subcontractor is paid.

33.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

34. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

35. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

36. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: (name of Procurement Officer)
Procurement Officer
(address and contact information for Procurement Officer)

If to the Contractor: _____

(The following clauses may be required under certain funding or other conditions. Use these clauses only when appropriate. Delete any clauses not used and renumber as needed.)

(Mandatory clause for Federally funded contracts involving healthcare entities or individuals, the employment of healthcare entities or individuals, or subcontracting with healthcare entities or individuals that may be named on the DHHS List of Excluded Individuals/Entities.):

37. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

38. Hiring Agreement

The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

39. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

40. Miscellaneous

40.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

40.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
(DEPARTMENT)

By:

Date

By: (name and title of Department Head)
Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item)

ATTACHMENT C - BID/PROPOSAL AFFIDAVIT

Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410

Click this link to download a fillable copy of the *Bid/Proposal Affidavit*: https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf

See Section 1.25 for more information.

The Bid/Proposal Affidavit must be submitted with the Bid. Failure to submit the Bid/Proposal Affidavit with the bid shall deem the bid as non-responsive.

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation includes a Minority Business Enterprise (MBE) subcontractor participation goal. Prospective Bidders/Offerors must visit the web link below to retrieve, print, read, and complete the MBE D-1A Utilization and Fair Solicitation Affidavit & MBE Participation Schedule.

See link at: <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

The D-1A MBE Affidavit must be submitted with the bid. Failure to submit the D-1A MBE Affidavit with the bid shall deem the bid as non-responsive.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 10 percent and no subgoals

See Section 1.33 for more information.

ATTACHMENT E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

**Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410**

Click this link to download a fillable copy of the *Living Wage Affidavit*: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf>

See Section 1.34 for more information.

(Submit with Bid)

ATTACHMENT G - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

**Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410**

This solicitation does require a Conflict of Interest Affidavit and Disclosure.

Click this link to download a fillable copy of the *Conflict of Interest Affidavit and Disclosure*:
<https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

(Submit with Bid)

ATTACHMENT I – NON-DISCLOSURE AGREEMENT

This solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT K – MERCURY AFFIDAVIT

MERCURY AFFIDAVIT

**Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410**

This solicitation does require the bidder to complete Attachment K.

Click this link to download a fillable copy of the *Mercury Affidavit*: <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

See Section 1.40 for more information.

(Submit with Bid)

ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT M – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) **Bidders must bid all lines in eMaryland Marketplace Advantage. Unless stated within the IFB, all Bid Prices must be submitted on eMaryland Marketplace Advantage as indicated on the Line Item. Bid prices submitted on eMaryland Marketplace Advantage prevail over bid prices indicated elsewhere.**
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.02.12 and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

ATTACHMENT M (cont.) – BID FORM

Bids for this solicitation is accepted in eMaryland Marketplace Advantage ONLY.

Bidder must bid all line items in eMaryland Marketplace Advantage. Failure to do so may result in the bid being declared as non-responsive.

During the evaluation, and upon the request of the Procurement Officer, the bidder shall be required to submit a breakdown of its total bid cost as stated in Attachment M (I) BID PRICING INSTRUCTIONS above to demonstrate a responsible bid price. Bidders may submit the breakdown with their bid.

ATTACHMENT N - CONTRACT AFFIDAVIT

Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410

Click this link to download a fillable copy of the *Contract Affidavit*: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

See Section 1.26 for more information.

(Submit with Bid)

Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410

MARYLAND DEPARTMENT OF HUMAN SERVICES
HIRING AGREEMENT

The Hiring Agreement is required for contracts \$200,000 or more.

A Hiring Agreement is an agreement entered into by the Department of Human Services (DHS) or a Local Department of Social Services (LDSS) and a Contractor doing business with the State under which DHS or LDSS and the Contractor agree to work cooperatively in an effort to identify and hire current and former Family Investment Program (FIP) recipients, their children, foster youth, and obligors, to fill job openings of the Contractor as a result of the procurement contract. Hiring Agreements remain in effect for the duration of the contract, which include renewals and modifications as long as criteria are still met.

Click this link to download a fillable copy of the **Hiring Agreement:** <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>

See Section 1.43 for more information.

(Submit with Bid)

Maryland's Green Purchasing Reporting Requirements

Contractors must comply with Maryland's Green Purchasing Reporting Requirements.

The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs). Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications. This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services. To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland DGS. For more information the bidder may click: [Environmentally Preferable Janitorial Services specification](#).

ATTACHMENT P – SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

(Submit with Bid)

ATTACHMENT S – COMPANY PROFILE

**Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410
AGENCY: Maryland Department of Agriculture**

FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID NON-RESPONSIVE.

THE BIDDER SHALL SUBMIT A MINIMUM OF THREE (3) REFERENCES THAT REFLECT A MINIMUM OF THREE (3) COMPLETE AND CONSECUTIVE YEARS OF SUCCESSFUL SERVICE PERFORMANCE WITHIN THE LAST TEN (10) YEARS COMPARABLE IN SCOPE, TYPE, SIZE, MAGNITUDE, AND COMPLEXITY AS REQUIRED IN THE IFB.

Company Name:		
Address:		
City:	State:	Zip Code:
Federal ID No.:		
Point of Contact:		Email Address:
Phone No.:	Fax No.:	
Date of Incorporation:		
Number of Years in Business under Present Name:		
List Other/Former Names under which your Organization has Operated:		
(If your company has been in operation for more than three years yet only registered in Maryland for less than that time, submit with your bid evidence of the formation for your company outside of Maryland)		
Type of Organization (i.e., Corporation, Partnership, Individual, Joint Venture):		

Information furnished in response to this questionnaire and any verification made by the DGS shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by the DGS, the State reserves the right to determine the bidder as **not responsible**, which will cause the rejection of their bid.

Attach a copy of all current Licenses, Permits and Certificates as deemed appropriate and required by State, Federal and Local Laws.

#2. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365		<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____	
Term of Contract: Start (Mth/Year) _____ End (Mth/Year) _____ Do not indicate “to the present”		Contract Value: \$ _____ <input type="checkbox"/> Annual <input type="checkbox"/> Three years <input type="checkbox"/> Other _____	
Size (Sq. Footage) <u>and</u> describe the Type of Facility:			
Please <u>describe in detail</u> the services that were provided:			

#3. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365		<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____	
Term of Contract: Start (Mth/Year) _____ End (Mth/Year) _____ Do not indicate “to the present”		Contract Value: \$ _____ <input type="checkbox"/> Annual <input type="checkbox"/> Three years <input type="checkbox"/> Other _____	
Size (Sq. Footage) <u>and</u> describe the Type of Facility:			
Please <u>describe in detail</u> the services that were provided:			

#4. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365		<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____	
Term of Contract: Start (Mth/Year) _____ End (Mth/Year) _____ Do not indicate “to the present”		Contract Value: \$ _____ <input type="checkbox"/> Annual <input type="checkbox"/> Three years <input type="checkbox"/> Other _____	
Size (Sq. Footage) <u>and</u> describe the Type of Facility:			
Please <u>describe in detail</u> the services that were provided:			

#5. Company:		Contact Person:	
Address:			
City:		State:	Zip Code:
Phone No.:		Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365		<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____	
Term of Contract: Start (Mth/Year) _____ End (Mth/Year) _____ Do not indicate “to the present”		Contract Value: \$ _____ <input type="checkbox"/> Annual <input type="checkbox"/> Three years <input type="checkbox"/> Other _____	
Size (Sq. Footage) <u>and</u> describe the Type of Facility:			
Please <u>describe in detail</u> the services that were provided:			

ATTACHMENT V - PRE-BID CONFERENCE RESPONSE FORM

**Title: MDA- Janitorial Services for HQ Building
Solicitation Number: BPM039226/001IT821410**

A Pre-Bid Conference will be held at 10:00 AM Local Time on September 25, 2023, at Maryland Department of Agriculture, 50 Harry S. Truman Parkway, Annapolis, Maryland 21401. Please return this form by September 22, 2023, advising whether you plan to attend. The Site visit will be held immediately after the Pre-Bid Conference.

Return this form via e-mail to the Procurement Officer:

David Renfro
Department of General Services
301 West Preston Street
Baltimore, Maryland 21201
David.Renfro@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

Signature

Title

Name of Firm (please print)

THIS IS THE END OF THE SOLICITATION