



STATE OF MARYLAND

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
(DHCD)**

INVITATION FOR BIDS (IFB)

SINGLE FAMILY APPRAISAL SERVICES

IFB NUMBER BPM044969

ISSUE DATE: 10/17/2024

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which the 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 [Governor's Office of Small, Minority & Women Business Affairs \(GOSBA\) Small Business Reserve Program](#) are eligible for award of a contract. 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 GOSBA as a small business through eMMA. 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.

KEY INFORMATION SUMMARY SHEET (KISS)

Invitation for Bids	Services - Single Family Appraisal Services
Solicitation Number:	BPM044969
IFB Issue Date:	10/17/2024
IFB Issuing Office:	Department of Housing and Community Development (DHCD)
Procurement Officer:	Lucene Simon 7800 Harkins Road, Lanham, MD 20706
Email:	Lucene.Simon@Maryland.gov
Phone Number:	301.429.7585
Bids are to be sent to:	Submit on eMaryland Marketplace Advantage (eMMA) under Solicitation Number BPM044969 To submit a bid, bidders must first register on eMMA. We recommend registering in advance to become acquainted with the site.
No Bid Notice Feedback Form	If you are not submitting a bid for this solicitation, submit Attachment 1 with your reasons why.
Pre-Bid Conference:	11/05/2024, at 02:00 P.M. Local Time use link Google Meet Virtual Teleconference , By invitation from Procurement Officer Only.
Scheduled Site Visit	Not relevant
Questions Due Date and Time:	11/19/2024, at 5:00 P.M. Local Time
Bid Due (Closing) Date and Time:	12/03/2024 at 5:00 P.M. Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).
Public Bid Opening Date,	On eMMA

Time, and Location	
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of 0 percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE or DBE subcontract participation goal includes the following subgoals, which have been established for this procurement: <u> 0 </u> % for African-American MBEs; <u> 0 </u> % for Asian-American MBEs; <u> 0 </u> % for Hispanic-American MBEs; and <u> 0 </u> % for Woman-Owned MBEs.
VSBE Subcontracting Goal:	This solicitation includes a VSBE participation Goal of 0%
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.
Multiple or Alternate Bids:	Multiple or alternate Bids will not be accepted.
Contract Type:	Indefinite Quantity with Firm Fixed Prices
Contract Duration:	Three (3) year base period with no option periods.
Primary Place of Performance:	7800 Harkins Road Lanham, MD 20706
SBR Designation:	Yes
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

The Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- A. The Bidder shall have performed at least one hundred (100) residential appraisals in Maryland in the last five (5) years, including preparation of written appraisal reports.

Required Documentation: The Bidder shall provide, with its Bid, written proof of required experience with the following information for each appraisal:

- a. Business name, contact name, and email address for client for which appraisal was performed;
 - b. Type of appraisal performed;
 - c. Address of appraisal site; and
 - d. Date of appraisal.
- B. Licensure and Certification. Bidder shall meet the requirements below:
- a. **At least one (1)** of the following licenses or certifications from the Maryland Commission of Real Estate Appraisers, Appraisal Management Companies, and Home Inspectors (the “Commission”):
 1. Licensed Real Estate Appraiser;
 2. Certified Residential Real Estate Appraiser; or
 3. Certified General Real Estate Appraiser.
 - b. An active listing on the Single-Family Appraiser Roster of the U.S. Department of Housing and Urban Development’s Federal Housing Administration (“FHA”). Eligibility requirements are given here: https://www.hud.gov/program_offices/housing/sfh/appr

Required Documentation: Bidder shall submit proof of meeting requirements in Section 1.1.B(a) and 1.1.B(b) by submitting the following information with its Bid:

- a. Full name and address of each appraiser to be assigned to work under the contract resulting from this IFB; and
- b. License or certification number and expiration date, as is applicable to Section 1.1.B(a), for each appraiser to be assigned to work under the Contract resulting from this IFB.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 This Invitation for Bids (“IFB”) is issued to procure the goods or services, as specified in this Section 2, from a contract between the successful bidder(s) and the State of Maryland (“State”); primarily property appraisal services for single family homes and one-unit to four-unit rental properties located throughout the State.

2.1.2 The Department of Housing and Community Development (“DHCD” or the “Department”) intends to make up to five (5) awards for this IFB. See IFB **Section 4.21 Bid Evaluation Criteria and Award Basis** for more Contract award information.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.1.3 The Department intends to make a single award for work to be performed within each of the five (5) Functional Area/Region listed below. Bidders may bid on one, some, or all five functional areas/regions (Western region, Greater Baltimore region, Southern region, Eastern Shore region, and Greater Washington, DC Metro region). The Department will make one award in each Functional Area to the lowest responsive bid submitted by a responsible Bidder for that Functional Area. See IFB Section 4.9 Award Basis for more Contract award information. **The Contractor will be responsible for servicing all counties in the Functional Area.**

Note: There are 23 counties and one independent city in the U.S. state of Maryland.



- **Functional Area 1 - Western Region:** Allegany, Garrett and Washington Counties.
- **Functional Area 2 - Washington DC Metro Region:** Montgomery and Prince George's Counties.
- **Functional Area 3 - Southern Region:** Calvert, Charles and St. Mary's Counties.
- **Functional Area 4 - Eastern Shore Region:** Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester Counties.
- **Functional Area 5 - Greater Baltimore Region:** Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard Counties and the City of Baltimore.

A bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful bidder(s) (the Contractor(s)) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

The Department provides financing to individuals, incorporated firms, non-profit organizations, limited partnerships, general partnerships and limited liability corporations. As a result, the Department may require that a property appraisal be completed for any loan it is processing that involves a single-family home or one to four-unit rental property.

The estimated quantities contained in the Bid Form are for comparison purposes only and are not a guarantee of minimum or maximum level of anticipated services; the Department will pay only for appraisals specifically ordered and satisfactorily completed. Please be advised, payments made are based on a per-appraisal flat fee basis (see **Attachment B-1: Bid Form**).

2.3 Contractor Responsibilities and Tasks

2.3.1 Detailed Specifications

The Contractor shall:

- A. Prepare appraisals using the most recent Uniform Residential Appraisal Report (currently: Fannie Mae Form 1004, March 2005).
- B. Include the following items with the Uniform Residential Appraisal Report:
 1. A supplemental addendum;
 2. Photos of the subject property's front, rear, and street scene;
 3. Photos of comparable properties;
 4. A floor plan;
 5. A map showing the location of the subject and all properties used as comparables;
 6. A flood map, if the subject property lies within a 100-year flood zone; and
 7. A statement of limiting conditions.
- C. Provide both a current fair market value that the property would bring in a normal sale and a forced-sale value that the property would bring in a distressed sale situation.
- D. Submit appraisals to the Department within fifteen (15) business days of assignment as directed by the Department's Contract Monitor at the time of assignment.
- E. Submit to the Department's Contract Monitor:
 1. A monthly invoice itemizing each appraisal provided to the Department during the invoice month; and
 2. A quarterly report identifying the cumulative number of appraisals provided to the Department during the past twelve months of the Contract.

2.3.2 Engagement Team

The Contractor shall:

- A. Assemble a project team of appraisers with the necessary qualifications to perform the services required under the Contract (the “Engagement Team”).
- B. Extend its best efforts to ensure there is a sufficient number of licensed appraisers to meet the Department’s requirements within the specified timeframes.

2.3.3 Security Requirements

The following requirements are applicable to the Contract:

1.1. Employee Identification

- a) Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- b) Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- c) Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- d) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

1.2. Security Clearance / Criminal Background Check

A criminal background check is not required for Contractor Personnel.

A security clearance is not required for Contractor Personnel.

1.3. On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS IFB.

2.3.4 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

2.3.5 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder/Offeror 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.

2.3.6 Location of the Performance of Services Disclosure

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

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3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.2 End of Contract Transition

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.3 Invoicing

The Contractor shall send the original of each invoice to the Contract Monitor, Jack A. Daniels at e-mail address: jack.daniels2@maryland.gov.

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing (see **Attachment B** –The Price Form), those items shall be billed in the month following the acceptance of the work by the State.
- B. For Items of work for which there is annual pricing (see **Attachment B**–The Price Form), those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.2 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by a Deliverable Product Acceptance Form (DPAF) signed notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2 of the IFB**.

3.3.3 Labor Hour/Time and Materials Invoicing

THIS SECTION IS INAPPLICABLE TO THIS IFB

3.3.4 Travel Reimbursement

THIS SECTION IS INAPPLICABLE TO THIS IFB

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

THIS SECTION IS INAPPLICABLE TO THIS IFB because there is no MBE goal for this IFB.

3.4.2 Liquidated Damages other than MBE

This section is inapplicable to this IFB.

3.4.3 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, 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 and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;

- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year .

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.

3.5 Work Orders

See **Section 2.3 D** for Responsibilities and Tasks

- 3.5.1** The Contractor will receive the address of properties assigned for appraisal consistent with Section 2.3 via Work Order. Appraisals must be completed and submitted as directed by the Contract Monitor within 15 business days of the issuance of each Work Order.
 - A. Additional services will be provided via a Work Order process. **Work shall not begin in advance of a fully executed Work Order.** A Work Order may be issued for either fixed price.
 - B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this IFB will be issued to the Contractor. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed;
 - 2) Performance objectives and/or deliverables, as applicable;
 - 3) Due date and time for submitting a response to the request; and
 - 4) Required place(s) where work must be performed.
 - C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:
 - 1) A response that details the Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Appendix 3**.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.

- 5) Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with this IFB. For a fixed price Work Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.
- E. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to the State's prior approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Monitor for such Work Order.

The Blanket Purchase Order (BPO) issued as a result of this solicitation, and any subsequent amendments, modifications or options issued relevant to this solicitation or BPO, complies with all the terms, conditions and specifications issued with this solicitation and is incorporated in and made part of the Contract – see **Exhibit 2 - Sample Contract**.

3.6 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

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 \$200,000. The successful Bidder 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/GA_DX10Form20150615.pdf.

3.7 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 (GOSBA) 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 shall comply with the

prompt payment requirements outlined in the Contract, **Section 31** “Prompt Pay Requirements” (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA’s website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.8 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.9 Conflict of Interest Affidavit and Disclosure

The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Bid.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

3.10 Non-Disclosure Agreement

3.10.1 Non-Disclosure Agreement (Bidder/Offeror)

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.10.2 Non-Disclosure Agreement (Contractor)

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

3.11 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.12 The State of Maryland's Commitment to Purchasing Environmentally Preferred 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.

3.13 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.13.1** The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate.
 - C. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.13.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.13.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.13.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.13.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.13.6** Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.14 No Cost Extensions

- 3.14.1** In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Bid Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-Bid Conference (Conference) summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

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.

4.2 Electronic Means

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

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

"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.

4.3 Pre-Bid Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the IFB requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this IFB and must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Bid Due (Closing) Date and Time

Bids must be received by the Procurement Officer no later than the Bid due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.02.10. Bids received after that date will not be considered. Requests for an extension of this date or time shall not be granted.

For Bids accepted via email, the time stamp to indicate receipt of the Bid by the State, is the posted date and time in the Procurement Officer's email inbox.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Bids.

Potential Bidders not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Receipt, Opening and Recording of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for Bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

Bids shall be opened publicly at the time, date and place designated in the Key Information Summary Sheet.

The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of Bid opening.

4.7 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.8 Revisions to the IFB

- 4.8.1** All revisions to the IFB before the due date for Bids will be published in an addendum to the IFB and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It is the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.8.2** Bidders shall acknowledge in the Bid the receipt of all addenda to this IFB issued before the Bid due date.
- 4.8.3** 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 deemed not responsive.

4.9 Cancellations

- 4.9.1** This IFB may be cancelled as provided in COMAR 21.06.02.02
- 4.9.2** The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.9.3** In the event a government entity proposes and receives the recommendation for award, this procurement may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.9.4** If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.10 Incurred Expenses

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

4.11 Protest/Disputes

Any protest or claim related to this IFB or the Contract award hereunder shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.12 Bidder Responsibilities

- 4.12.1** A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and 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.
- 4.12.2** If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using **Attachment D** or **Attachment E** as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix to this IFB (see **“Appendix 4 - MBE Participation Goal”** and **“Appendix 5 - VSBE Participation Goal”**).

- 4.12.3** If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including 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, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.12.4** A parental guarantee of the performance of the Bidder under this section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.13 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, is deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any questions or exceptions to this IFB or the Contract must be submitted by the "Questions Due Date and Time" prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.14 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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.15 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. For registration information, visit <https://egov.maryland.gov/BusinessExpress/>.

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

4.16 False Statements

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

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.

A person may not aid or conspire with another person to commit an act under this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.17 Confidentiality of Bids / Public Information Act Notice

The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers to contain confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.18 Use of Bidder’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.

4.19 Attachments and Documents Required with the Bid (Table A)

A Bidder shall include the following Attachments with its Bid as a single Bid Package:

Attachments A through E = Bid will be rejected if the required Attachment is not submitted or is incomplete.

Attachments F through R = Bid may be rejected if the required Attachment is not submitted or is incomplete.

TABLE A - Attachments and Documents Required with the Bid	
Attachment	Attachment Name

TABLE A - Attachments and Documents Required with the Bid	
Attachment	Attachment Name
	Required Documentation to Meet Minimum Qualifications (See Section 1)
A	<p style="text-align: center;">Bid/Proposal Affidavit A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit.</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</p>
B	<p style="text-align: center;">The Price Form (as specified within eMMA) <u>Do not alter this Price Form</u> or the Bid may be determined to be not responsive. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form. (See Appendix 2 for specific Price Form Instructions.)</p>
C	Not Applicable
D	Not Applicable
E	Not Applicable
F	<p style="text-align: center;">Bidder Information Sheet</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf</p>
G	<p style="text-align: center;">Maryland Living Wage Requirements Affidavit of Agreement (for Services and Facilities Maintenance Contracts - See Appendix 6 for Details)</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf</p>
H	Not Applicable
I	<p style="text-align: center;">Conflict of Interest Affidavit and Disclosure</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf</p> <p style="text-align: center;"><i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i></p>
J	Not Applicable
K	Location of the Performance of Services Disclosure

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
	https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf
L	<p align="center">Reference Checks (Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past [[five years]])</p> https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf
M	<p align="center">Not Applicable</p>
N	<p align="center">Legal Action Summary</p> https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf
O	<p align="center">Payment of Employee Healthcare Expenses Certification</p> https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
P	<p align="center">Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</p> https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-P.-Prime-Contractor-List-of-ALL-Subcontractors.xlsx <p>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 VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. 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.</p>
Q	<p align="center">Labor Resume Form</p> <p align="center"><i>(See Specific Document Provided by Procurement Officer)</i></p>
R	<p align="center">Corporate Diversity Addendum</p> https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf

TABLE A - Attachments and Documents Required with the Bid

Attachment	Attachment Name
	<p>This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be \$1,000,000 or more. <i>Note: This document is for data collection only.</i></p>

Additional Required Documents with the Bid

Financial Capability. The Bidder must include in its Bid a commonly-accepted method to prove its fiscal integrity.

If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- Dun & Bradstreet Number and Rating;
- Standard and Poor’s Rating;
- Lines of credit;
- Evidence of a successful financial track record; and
- Evidence of adequate working capital.

Minimum Qualifications Documentation. The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB Section 1. If references are required in IFB Section 1, those references shall be included in **Attachment L. Reference Checks**.

Acknowledgement of all addenda to this IFB.

4.20 Bid Delivery Instructions

Each Bidder shall submit its Bid Package as specified below.

Bids shall only be accepted via the State’s internet-based electronic procurement system, eMMA.

Bidders shall provide their Bids in one submission through eMMA following the Quick Reference Guides (QRG) labeled “**4 - eMMA QRG Responding to Solicitations (IFB)**” for single envelope submissions. **Please allow additional time to submit documents in case of difficulties in using the system. Please verify that all documents were properly uploaded after submission.**

4.21 Bid Evaluation Criteria and Award Basis

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.05.02.13. All Bids will be ranked from the lowest (most favorable) to the highest (least favorable) price based on the Total Bid Price as submitted in its Bid.

A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable Bid Price or most favorable evaluated Bid Price for providing the goods and services as specified in this IFB.

Award of this contract 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) the Contract is signed by the Department following any approvals of the Contract required by law or regulation.

4.22 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.23 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. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Bidder;
- B. The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. 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.

4.24 Documents Required upon Notice of Recommendation for Contract Award (Table B)

Upon receipt of a notification of recommendation for contract award, along with submitting the signed **Contract (see Exhibit 2 - Sample Contract)**, the following documents shall be completed and submitted by the recommended awardee within ten (10) business days, unless otherwise directed by the Procurement Officer.

Click the link to download each required Attachment in the **Table B** below:

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	Not Applicable
E	Not Applicable
S	Non-Disclosure Agreement (Contractor) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf
T	Not Applicable
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
V	Not Applicable
W	Not Applicable
X	Not Applicable
Y	Data Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf

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5 IFB Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents as needed to assist the bidders in preparing their bids in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

5.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	<u>Abbreviations and Definitions</u>
2	<u>Price Form Instructions</u>
3	<u>Living Wage Requirements</u>

5.2 Exhibits (Table D)

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	<u>MBE, VSBE, and SBR Research Factors Template</u>
2	<u>Sample Contract</u>