

***Maryland’s Human Services Agency***

**DEPARTMENT OF HUMAN SERVICES**

**DIVISON OF ADMINISTRATIVE OPERTIONS**

**SMALL PROCUREMENT SOLICITATION FOR**

**CARPET REPLACEMENT FOR THE CECIL COUNTY DEPARTMENT OF SOCIAL SERVICE (CEDSS)**

**DHS AGENCY CONTROL NUMBER: DHS/PM-23-001-S**

1. **SUMMARY STATEMENT**

The Department of Human Services (DHS), Division of Administrative Operations (DAO) Property Management intends to acquire carpet replacement services for the purpose of installation of carpet tiles for the Cecil County Department of Social Services (CEDSS), Family Investment Administration (FIA). The contract will be for replacing carpet in the hallway surrounding the FIA area on the second (2nd) floor and two (2) rooms, room 2A and 2B, located at the Elkton District Court/Multipurpose Center, DHS-CEDSS, 170 E. Main Street, 2nd Floor, Elkton, Maryland 21291.

# BACKGROUND

DHS/CEDSS consists of social workers and administrators that assist vulnerable families in the Cecil County area. The hours of operations are Monday through Friday from 8:30 am to 5:00 pm. This is the original carpet; it is over 25 years old. It has never been changed. The carpet is damaged and has stains that cannot be removed. The expectation is to improve the working conditions by making the floor more ergonomically sound for the employees.

# SCOPE OF THE PROJECT

The Contractor shall:

1. Replace carpet, padding, cove base, and any other material needed to install new carpet tile for 402 sq. yards (hallway and two (2) offices) on the 2nd. Floor at 170 S. Main Street, Elkton, Maryland 21921.

DHS Small Procurement Solicitation for Carpet Replacement Page 1

1. Provider installers who are Certified Floor covering installers (International Certified Floor covering Installer Association) or manufacturer’s approved installers.
2. Be held liable if the carpet is not installed in accordance with the installation guidelines set forth by the manufacturer (i.e., as needed, upon replacing the carpet, repair any flooring that is uneven before installation of new carpet tiles).
3. Remove and dispose old carpet, padding, cove base and all material associated with removing the carpet.
4. Remove and replace all furniture as found during the removal and replacement of carpet. At the time of the walk through, DHS/DAO Property Management will provide carpet square samples of Neutral Earth Tone Color Tiles.
5. Select the desired color and ensure that it meets the Department of General Services (DGS) standard and specifications as follows:
6. Commercial grade type 6.6 or type 6.6 or type 6 branded nylon fiber.
7. 100% solution dyed
8. 75% recyclable to an equal or higher use
9. Unitary backing
10. Face weight pf 28 oz. (or greater) with a 11/2 tufted multi-level loop
11. 7.0 stitches (or greater) per inch.
12. Static resistance of with a min. rorat of 6,000.
13. Capet Tiles must have antimicrobial effectiveness.
14. Minimum 10-year warranty

**Chart for WORK Schedule for Contractors: location DHS Cecil County DSS/Carpet-Removal and installation /2nd floor and Completion Walkthrough**

|  |  |
| --- | --- |
| Tuesday, January 10, 2023 | 5pm – 11pm |
| Wednesday, January 11, 2023 | 5pm – 11pm |
| Thursday, January 12, 2023 | 5pm – 11pm |
| Friday, January 13, 2023 | 5pm – 11pm |
| Saturday, January 14, 2023 | 8am – 5pm |
| Sunday, January 15, 2023 | 8am – 5pm |
| Monday, January 16, 2023 | No Work - Holiday |
| Tuesday, January 17, 2023 | 5pm – 11pm |
| Wednesday, January 18, 2023 | 5pm – 11pm |
| Thursday, January 19, 2023 | 5pm – 11pm |
| Friday, January 20, 2023 | 5pm – 11pm |
| Monday, January 23, 2023 | 10:30 am-Completion-Walk Through Review |

# BIDDER QUALIFICATIONS

The minimum qualifications for award for this solicitation are as follows:

* 1. All Bidders must have: a) a minimum of two (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 in removal of carpet and installation of carpet tiles performance comparable in scope, type, size, magnitude, and complexity as required in this solicitation.

The Bidder shall submit online with the bid response **on company letterhead 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 General Requirements (Section 3). Each reference shall be from a client for whom the Bidder has provided services within the past 3years (3) consecutive years and shall include the following information:

1. Name and complete address of business or company
2. Name of the contact person, email address, and current phone number
3. Term and length of each contract
4. Size and type of facility (square footage)
5. Type of services provided
6. References should be placed on the vendor’s letterhead

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

4.2. All Bidders must attend the mandatory virtual walkthrough of the following location. Bidders must be on time and attend the walk-through in order to submit a bid.

## The virtual walkthrough will take place at the Department of Human Services- Cecil County DSS.

## 170 E. Main Street, 2nd Floor, Elkton, Maryland 21291

## Please contact the Procurement Officer and provide an email address so that the Procurement Officer may add your email address to the web conference for the virtual walkthrough. Please contact the Procurement Officer by Tuesday, December 14, 2022 by 1:00pm. Procurement Officer email address: [cora.traynham@maryland.gov](file:///L%3A%5CProfiles%5Cnwillisg%5CDownloads%5Ccora.traynham%40maryland.gov)

1. If a Bidder fails to attend the mandatory virtual walkthrough as required, the bid shall be determined non-responsive. As proof of meeting this requirement, all bidders shall complete and submit the Walk-Through Affidavit, (Exhibit 2.)

## As proof of meeting this qualification the Bidder shall provide with its bid a copy of Exhibit 2 – Walk Through - Affidavit.

# CONTRACTOR REQUIREMENTS

#  The Contractor shall:

1. Determine the quantities of, and types of equipment required to dispose of the old carpet, cove base, and padding.
2. Provide the appropriate numbers of dollies and hand trucks with other moving tools as suggested by the contractor to accomplish this project.
3. Use the appropriate equipment to conduct this installation and moving of furniture.
4. Move and return back in place approximately 18 desks with overhead cabinets, 25 chairs, 2 bookcases, 3 large and 24 small file cabinets, 2 printers, 7 tables, 1 shredding bin, approximately 40 boxes, Computers will be moved by the local IT department.

##  Responsible for the freestanding furniture, and all the other items when they are released by the Department of the Contractor for carpet installation under the Contractor.

## Complete all the work during non-working hours, Friday, 5:00 PM-11:00 PM and Saturday and, Sunday from 8:00 AM- 5:00 PM except State Holidays which can be found at: [www.dbm.maryland.gov-keyword:State](http://www.dbm.maryland.gov-keyword:State) Holidays.

## Have a representative present the Monday following the completion the moved to take care of any miscellaneous items and complete a final walk-through.

## Maintain professional attire (i.e., identifiable uniforms) each person who is an employee all 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.

## Maintain Commercial General Liability Insurance 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, with limit of $500,000 per occurrence and $100,000 aggregate.

## 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 (s) is registered, but in no case less than those required by the State of Maryland.

# CONTRACT TERM AND DELIVERABLES

The Contract resulting from this solicitation will be for one 10 days beginning from January 10, 2023 until January 20, 2023. The Completion Walk -Through will take place on January 23, 2023 @ 10:30 am.

# STATE PROJECT MANAGER

Yvette Wilson, Property Manager

311 W. Saratoga Street Baltimore, MD 21201

Cell phone: 443-571-8591

Email address: [Yvette.wilson1@maryland](file:///L%3A%5CProfiles%5Cnwillisg%5CDownloads%5CYvette.wilson1%40maryland)

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

# SUBMISSION INFORMATION

1. Bids must be submitted through eMaryland Marketplace Advantage by Monday December 19, 2022 2:00 PM. Please refer to this Quick Reference Guide for instructions on how to submit a Bid:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/4-eMMA-QRG-Responding-to-SolicitationsIFB.pdf>

Requests for extension of this date or time shall not be granted. Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

1. Inquiries must be directed to the Department at the telephone number and email address below.

Cora Traynham, Procurement Officer Maryland Department of Human Resources Procurement Division

311 W. Saratoga Street, Room 946

Baltimore, MD 21201

Office: 410-767-7637

Email: **cora.traynham@maryland.gov**

1. Bid Opening: A bid opening will be held on Monday, December 19, 2022 at 2:30 pm. .If you plan to attend the bid opening please email the Procurement Officer @ cora.traynham@maryland.gov no later than Monday, December 19, 2022 by 1:00PM
2. Bid Submission shall include:
3. A completed Bid Form. See Exhibit 3.
4. All Bidder Qualifications documentation (see Section 4) which includes:
	1. three (3) references submitted on the vendor’s letterhead
	2. the Walkthrough Affidavit. See Exhibit 2.
	3. A copy of a Certificate of Liability of insurance for your company
	4. A copy of the Certificate to install and remove carpeting in the State of Maryland
	5. Bid/Proposal Affidavit – Exhibit 4
	6. Contract Affidavit – Exhibit 5
	7. A copy of the manufactures warranty for the carpet

# RECEIPT, OPENING, AND RECORDING OF BIDS:

1. Receipt: Bids will be received through eMaryland Marketplace Advantage (eMMA).
2. In order to submit a Bid, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov,](https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage) click on “New Vendor? Register Now” to begin the process, and then follow the prompts.
3. Upon receipt of Bids, 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.
4. Opening and Recording: Bids and timely modifications to Bids shall not be opened publicly. There will be no public Bid Opening for this solicitation due to the Covid-19 pandemic.

# BASIS FOR AWARD

1. The Contract will be awarded to the responsible Bidder whose submits a responsive Bid that meets the specifications set forth in the Small Procurement Solicitation and provides the Most Favorable Bid Price.
2. In the event of tie bids, the provisions of COMAR 21.05.02.14 shall determine the successful bidder.

# DEPARTMENT CONTRACT

The successful bidder will be expected to sign a contract with the Department, sample enclosed as **Exhibit 1**.

# CANCELLATION OF BIDS

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State’s best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Bidders who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

# ACCEPTANCE OF BIDS

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

# TIME OF BID ACCEPTANCE

The content of this Solicitation and the Bid of the successful Bidder will be included by reference in any resulting Contract. All prices, terms and conditions in the Bid are irrevocable for 90 days after the closing date for receipt of Bids. This period may be extended by written mutual agreement between the Bidder and the requesting State organization.

# PAYMENT

The successful vendor shall bill the Department monthly, no earlier than the first day or later than the fifteenth (15th) day of the month following the month in which services were performed.

Invoices must be addressed to:

DHS-Administration Operations (DAO)

311 W. Saratoga Street, Room: 322

Baltimore, MD 21202

Attn. Yvette Wilson

Cell: 443-571-8591

Email address: [Yvette.Wilson1@maryland.gov](file:///L%3A%5CProfiles%5Cctraynha%5CDownloads%5CYvette.Wilson1%40maryland.gov)

All invoices must (at a minimum) be signed and dated in addition to including the Contractor’s mailing address, the Contractor’s Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the goods/services provided including detail of hours worked by each guard, the time period covered by the invoice, and the amount of requested payment.

# COMPLIANCE WITH LAWS/ARREARAGES

By submitting a Bid in response to this solicitation, 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. 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.

# 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://www.egov.maryland.gov/businessexpress.](https://www.egov.maryland.gov/businessexpress)

# PROCUREMENT METHOD

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost $50,000 or less.

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

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| **Exhibit 1 – Contract “Sample”** |

AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT**

**BETWEEN**

**MARYLAND STATE DEPARTMENT OF HUMAN SERVICES**

**AND**

**FOR**

THIS CONTRACT, effective as of      , by and between the Maryland State Department of Human Services      , hereinafter abbreviated as the "DHS/     " and       a       hereinafter referred to as the "CONTRACTOR".

The DHS/      and the CONTRACTOR do mutually agree as follows:

**I.**

**PROGRAM AND SERVICES TO BE PROVIDED**

Subject to the continuing availability of the State and /or federal funds, the DHS/      shall purchase the CONTRACTOR'S services and the CONTRACTOR shall      . These services shall be provided in accordance with the terms and conditions of this Agreement, the DHS/     ’s Scope of Work, the CONTRACTOR’S proposal and budget dated      , attached as the Appendix and incorporated as part of this Agreement.

**II.**

**TERM OF AGREEMENT**

Performance under this Agreement shall commence on       and shall continue until agreed upon services are completed, but in any case no later than      . The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHS/     , in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (e) or (f) of this contract.

**III.**

**COSTS AND EFFICIENCY**

1. The cost to the DHS/      for the services to be provided by the CONTRACTOR under the Agreement shall not exceed:       Dollars (     ).

(b) METHOD OF PAYMENT:Payments by the Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.

(c) Payment of these funds is conditional upon the DHS/      receiving funds as specified to pay for the total costs of the services set forth in the Appendix from      .

If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHS/      shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHS/      reserves the right in its sole discretion to reduce the total amount of funding under the contract.

(d) The CONTRACTOR'S Federal Tax identification Number is      .

The CONTRACTOR agrees to include this number on all invoices billed to the DHS/     . The DHS/      may withhold payment for failure to comply with this provision.

The CONTRACTOR'S Social Security Number is       (individual contractor only). This number will be used for disbursement and tax purposes only.

**IV.**

**GENERAL PROVISIONS AND CONDITIONS**

(a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.

(b) The DEPARTMENT designates INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. The CONTRACTOR shall designate INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. All contact between the DHS/      and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHS/     'sdesignated Title.

(c) Amendment of Agreement: This Agreement may be amended as the DHS/      and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.

(d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

(e) Termination for Convenience: The performance of work under this Agreement may be terminated by the DHS/      in accordance with this clause in whole, or from time to time in part, whenever the Title shall determine that such termination is in the best interest of the State. The DHS/      will pay all reasonable costs associated with this Agreement that the CONTRACTOR has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the CONTRACTOR shall not be reimbursed for any anticipatory profits which 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 governedby the provisions of COMAR 21.07.01.12A(2).

(f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHS/      may terminate the Agreement. Prior to terminating this Agreement, the DHS/      shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHS/      may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination All finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHS/     ’s option, become the State's property. The DHS/      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 DHS/      can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

(g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the Title's decision.

(h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non‑expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHS/     .

(i) Anti‑Bribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.

(j) Non‑liability of the DHS/     : It is understood and agreed that the DHS/      shall not be liable in any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.

(k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.

(l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHS/     , it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others: (3) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.

The CONTRACTOR agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/     ’s program with respect to individuals with disabilities.

(m) The CONTRACTOR, if providing direct services to the DHS/     's clients, agrees to include an acknowledgment of funding received from the DHS/      under this contract in any and all related publications. "Related publications" are not limited to publications funded under the contract.

n) Suspension of Work: The procurement officer unilaterally may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State.

(o) The CONTRACTOR shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

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| **FOR THE CONTRACTOR:** |  | **FOR THE DHS/**     **:** |
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| Date Signed |  | Date Signed |

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.

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| **Exhibit 2 – Walk-Through Affidavit** |

Solicitation No. DHS/PM-23-001-S

Please sign and return this form with your Bid.

Failure to attend the mandatory virtual walk through for this solicitation will result in your Bid being determine non-responsive.

I HEREBY AFFIRM THAT:

I am (name of affidavit), (Title) and the duly authorized representative of (name of Bidder) and possess the legal authority to make this Affidavit on behalf of myself and the business which I am acting.

I hereby affirm that (name of Bidder) has attended the mandatory virtual walk through of the following location:

**Department of Humans Services –Cecil County DSS**

**170 E. Main Street, 2nd Floor, Elkton, Maryland 21291.**

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

 Type in Title

Signature Title

 Type Name of Firm

 Name of Firm

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| **Exhibit 3 – Bid Form** |

This Exhibit 3 is provided as a separate Microsoft Excel document.

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| **Exhibit 4 – Bid/Proposal Affidavit** |

**Solicitation Number: DHS/PM-23-001--S**

A. AUTHORITY

I HEREBY AFFIRM THAT:

I       (print name),       (title) of       (print firm name) possess the legal authority to make this affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

1. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
3. Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1) — (5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

     .

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or applicant or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business 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 Grant, 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 the Grant.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that in accordance with State Finance and Procurement Article §17-705, Annotated Code of Maryland:
2. It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article §17-702, Annotated Code of Maryland; and
3. It is not engaging in investment activities in Iran as described in State Finance and Procurement, Article §17-702, Annotated Code of Maryland.
4. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

 I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

By:

(Print Name of Authorized Representative and Affiant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Representative and Affiant)

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| --- |
| **Exhibit 5 – Contract Affidavit** |

**Solicitation Number: DHS/PM-23-001-S**

A. AUTHORITY

I hereby affirm that I,       (name of affiant) am the      (title) and duly authorized representative of      (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

(1) Corporation — [ ]  domestic or [ ]  foreign;

(2) Limited Liability Company — [ ]  domestic or [ ]  foreign;

(3) Partnership — [ ]  domestic or [ ]  foreign;

(4) Statutory Trust — [ ]  domestic or [ ]  foreign;

(5) [ ]  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

*Name and Department ID Number:**Address:*

*and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:*

*Name and Department ID Number:**Address:*

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13‑221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

1. The dangers of drug and alcohol abuse in the workplace;
2. The business's policy of maintaining a drug and alcohol free workplace;
3. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

1. Take appropriate personnel action against an employee, up to and including termination; or
2. Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

1. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated      , 201      , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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.

Date:

By:       (printed name of Authorized Representative and Affiant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature of Authorized Representative and Affiant)