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

**DEPARTMENT OF HUMAN RESOURCES**

Division of Administrative Operations

**SMALL PROCUREMENT SOLICITATION FOR**

Extermination Services

DHR AGENCY CONTROL NUMBER: **DAO/OLO/17-002-S**

1. **SUMMARY STATEMENT**

The Department of Human Resources’ (DHR or Department), Division of Administrative Operations (DAO) intends to acquire Extermination services with emphasis on preventing and eliminating the infestation of bed bugs at sixteen (16) Baltimore City Department of Social Services (BCDSS) facilities.

1. **BACKGROUND**

DHR is a human services agency, which services the needs of its clientele within the local BCDSS. DHR has received increased sightings of bed bugs and wants to address these sightings with on-call and routinely scheduled quarterly exterminations to treat local BCDSS facilities to ensure a healthy and safe environment for customers, staff and other visitors.

1. **SCOPE OF THE PROJECT**

The vendor will make recommendations for treatment and treat all areas identified or suspected of bed bug and/or pest activity, presence or infestation at sixteen (16) BCDSS facilities (**Exhibit 1**).

The Contractor shall be on-call to respond and treat any facility in which sightings of bed bugs or other pest are reported. The vendor shall contact the designated person within one (1) hour to acknowledge the call to treat a reported site(s) for a specified infestation. The vendor then must respond to the specified site(s) within twenty-four (24) hours to treat for specified infestation. The vendor shall schedule and complete quarterly treatments for sixteen (16) facilities to exterminate for any type of bug infestations. The Contractor must comply with all local, State and federal laws, rules and regulations applicable to pest control application.

This contract shall be a Firm Fully-Loaded Fixed Price. The contractor’s price shall include travel, materials, equipment, labor to include use of bed bug sniffing dogs, all overhead cost, quarterly treatments, additional site infestation treatment request and one follow-up visit within thirty (30) days to ensure that there are no current infestation after completing the additional extermination to the specified site of treatment. If bed bug activity, presence or infestation exists after the follow-up visit, further treatment will be at no cost. Treatment is guaranteed for sixty (60) days after the date of initial treatment. **No additional charges shall be allowed**.

1. **BIDDER MINIMUM QUALIFICATIONS**

Bidders shall have a minimum of two (2) years experience with extermination services as described in this solicitation. Bidders shall also provide with their Bids a copy of their pesticide business license from the Maryland Department of Agriculture for extermination services and the name(s) of the designated person certified as a pest control applicator in one of the following categories: Industrial, Institutional, Structural, & Health Related; Public Health; and Consultant.

As proof of meeting this requirement, Bidders shall complete the Bidders Minimum Qualifications Form (**Attachment B**).

1. **CONTRACTOR REQUIREMENTS**

The Contractor shall:

* + 1. Provide on-call treatment services and complete the requested treatment no later than twenty-four (24) hours of the request calls to treat specified site(s) for extermination services.
    2. Have the ability to complete scheduled quarterly treatments as specified below:

**\*Quarterly Dates for Extermination**

November 28th – December 2nd

March 27th – March 31st

June 26th – June 30th

September 25th – September 29th

\*During these dates the Contractor shall still be available to response to any on-call service request within 24 hours.

* + 1. Provide a Certified Pest Control Applicator(s) as defined by the Maryland Department of Agriculture (MDA), who will be available to apply treatment within 24 hours of initial contact by designated Department of Human Resources personnel.
    2. Provide extermination services—to include: cracks & crevices of all reception/interview area desks, chairs, cubicle panels, overhead bins, baseboard moldings, carpet, and other applicable areas in and around the identified or suspected area of bed bug activity or infestation.
    3. Conduct all bed bug treatments after the close of business 5:30 PM local time.
    4. Supply the State Project Manager with a list of all pesticides that will be used during the treatment process and include the Specimen Labels and Safety Data Sheets (SDS) for all pesticides used prior to the start of treatment.
    5. Provide the State Project Manager with a description of where each pesticide listed will be used, the purpose of use, and the concentration level of each pesticide.
    6. Remove and/or dispose appropriately, all excess and/or unneeded chemicals, materials, and equipment immediately upon completion of service.
    7. Provide a bed bug service report via email to the State Project Manager or designee by no later than 12:00 PM. the next business day following treatment. The report shall include at a minimum the following information: date of the initial call, the site that needs treatment, the length of time at the site, and what areas were treated.
    8. Technician will legibly print name, date, time (arrival & departure) and explanation for the treatment in DHR/BCDSS log book located at the Security Desk in each facility.
    9. Have a 24 hour contact number and/or service to receive and answer treatment request.
    10. Respond/call back to the specified staff (provided below) within one (1) hour of the request call being issued via email and/or a telephone call in order to receive additional information and confirm the time of the job.
        - Ms. Ernestine Purdy – Primary Staff

[**Ernestine.purdy@maryland.gov**](mailto:Ernestine.purdy@maryland.gov)

443-378-4639 (office) & 443-909-6933 (cell)

* + - * Mr. Shawn Caple – Secondary Staff

[**Shawn.caple@maryland.gov**](mailto:Shawn.caple@maryland.gov)

410-767-7374 (office) & 410-80-7343 (cell)

H. Maintain Insurance with the following minimum requirements:

1. 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 a limit of $300,000 per occurrence and $100,000 aggregate.
2. Property Damage insurance with a minimum limit of $15,000 each occurrence and $30,000 annual aggregate.
3. Within five (5) business days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at a minimum the following:
4. Worker’s Compensation – The Contractor’s shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employer’s Liability Act.
5. Commercial General Liability insurance as required in Section 5.H.1
6. Property Damage as required in Section 5.H.2
7. The “State of Maryland, its officers, employees and agents” shall be listed as an additional insured on any Commercial General Liability, Property Damage, and excess liability or umbrella policies with the exception of Worker’s Compensation Insurance, which is currently handles by the Chesapeake Employer’s Insurance Company (formerly Injured Worker’s Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance provide the State Project Manager, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation or expiration. In the event that State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
8. The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as required of the Contractor.
9. **CONTRACT TERM**

The Contract resulting from this solicitation will be for a one year period beginning November 21, 2016 and ending November 20, 2017.

1. **STATE PROJECT MANAGER**

The State Project Manager for this Contract is:

Shawn Caple, Office of Property Management

Division of Administrative Operations

Department of Human Resources

311 W. Saratoga St., Suite 319

Baltimore MD 21201

Office: (410) 767-7374 FAX: (410) 333-0062

[**shawn.caple@maryland.gov**](mailto:shawn.caple@maryland.gov)

1. **SUBMISSION INFORMATION**

The original, to be so identified, and three (3) copies of each Bid must be received by the Procurement Officer by **12:00 PM Monday, November 14, 2016** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. 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.

**Oral, electronic mail, and facsimile Bids will not be accepted.**

Bids are to be delivered to:

Cora Traynham, Procurement Officer

Maryland Department of Human Resources

Procurement Division

311 West Saratoga Street; Room 940

Baltimore, MD 21201

Office Phone Number: (410) 767-7637 Office Fax Number: (410) 333-0258

E-mail: [**Cora.Traynham@Maryland.gov**](mailto:Cora.Traynham@Maryland.gov)

Inquiries must be directed to the Department at the above telephone number and address.

Bid Submission shall include:

1. Completed Bid Form (**Attachment A**).
2. Completed Minimum Bidder Qualifications Form (**Attachment B**).

3. Copy of Insurance

Bids will be opened at 2:00 PM on Monday, November 14, 2016.

Bids will be opened publicly in accordance with the provisions of COMAR 21.05.02.11B. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. **Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder must be clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid. A blanket statement declaring the entire Bid confidential is not acceptable.**

**9. BASIS FOR AWARD**

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

**10. DEPARTMENT CONTRACT**

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

**11. 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.

**12. 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.

**13. 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 if requested. This period may be extended by written mutual agreement between the Bidder and the requesting State organization.

**14. PAYMENT**

The successful vendor shall bill the Department by no later than the 15th of the month following the month of service.

Payment shall be made based upon the successful Bidder’s Fully Loaded Fixed Unit Price for Monthly and Quarterly exterminations as stated on the Bid Form (**Attachment A**). **No additional monies will be paid during the term of this Contract.**

Invoices must be addressed to:

Shawn Caple

311 W. Saratoga St., Suite 319

Baltimore, Maryland 21201

410-767-7374

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

**15. PROCUREMENT METHOD**

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

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

**Attachments**

Attachment A Bid Form

Attachment B Bidder Minimum Qualifications Form

Attachment C Sample Contract

Exhibit 1 List of BCDSS Facilities

**ATTACHMENT A – BID FORM**

**Attachment A** is provided as a separate attachment in Microsoft Excel format**.**

**ATTACHMENT B - BIDDER MINIMUM QUALIFICATIONS**

I, (Printed Name of Bidder Representative) hereby certify that (Full Legal Name of Bidder):

1. Possess at least 2 years experience with extermination services as required in Section 4 of the Small Procurement Solicitation, as described below:

1. Have attached a copy of the pesticide business license with the Maryland Department of Agriculture for extermination services as required in this Small Procurement Solicitation.

Yes  No

3. Provide the name(s) of the designated person certified as a pest control applicator in one of the following categories: Industrial, Institutional, Structural, & Health Related; Public Health; and Consultant.

If needed attach additional sheets.

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Signature of Bidder Representative Date

**ATTACHMENT C – CONTRACT “SAMPLE”**

AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT**

**BETWEEN**

**MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES**

**AND**

**FOR**

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

The DHR/      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 DHR/      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 DHR/     ’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 DHR/     , 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 (d) or (e) of this contract.

**III.**

**COSTS AND EFFICIENCY**

1. The cost to the DHR/      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 DHR/      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 DHR/      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 DHR/      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 DHR/     . The DHR/      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 DHR/      and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/     'sdesignated Title.

(c) Amendment of Agreement: This Agreement may be amended as the DHR/      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 DHR/      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 DHR/      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 DHR/      may terminate the Agreement. Prior to terminating this Agreement, the DHR/      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 DHR/      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 DHR/     ’s option, become the State's property. The DHR/      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 DHR/      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 DHR/     .

(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 DHR/     : It is understood and agreed that the DHR/      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 DHR/     , 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 DHR/     ’s program with respect to individuals with disabilities.

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

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.

**The Remainder of this Page is Left Intentionally Blank**

**See next page for signatures**

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 DHR/**     **:** |
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| Date Signed |  | Date Signed |

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

**EXHIBIT 1 – BALTIMORE CITY DEPARTMENT OF SOCIAL SERVICES FACILITY LOCATIONS**

**Baltimore City Department of Social Services Facility Locations**

1. 2500 N. Pennsylvania Ave

Baltimore, MD 21217

1. 18 Reedbird Ave

Baltimore, MD 21225

1. 5818 Reisterstown Rd.

Baltimore, MD 21207

1. 2301 Liberty Heights Ave.

Baltimore, MD 21215

1. 2000 N. Broadway

Baltimore, MD 21213

1. 1920 N. Broadway

Baltimore, MD 21213

1. 1910. Broadway

Baltimore, MD 21213

1. 1900 N. Howard St.

Baltimore, MD 21211

1. 2919 E. Biddle St.

Baltimore, MD 21213

1. 3007 E. Biddle St.

Baltimore, MD 21213

1. 3031 E. Biddle St.

Baltimore, MD 21213

1. 309 N. Gay St.

Baltimore, MD 21205

1. 1510 Guilford Ave.

Baltimore, MD 21215

1. 500 N. Hilton St.

Baltimore, MD 21229

1. 1223 W. Pratt St.

Baltimore, MD 21223

1. 428 E. Preston St.

Baltimore, MD 21223