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

**DEPARTMENT OF HUMAN RESOURCES**

Department of Administrative Operations

**SMALL PROCUREMENT SOLICITATION FOR**

Walk-Through Metal Detectors

DHR AGENCY CONTROL NUMBER: DAO/WCDSS-16-001-S

1. **SUMMARY STATEMENT**

The Department of Administrative Operations (DAO) intends to acquire two (2) metal detector(s) located at Washington County Department of Social Services (DSS) at 122 N. Potomac Street, Hagerstown, MD 21741, for the purpose of prohibiting the introduction of firearms, knives, and/or other weapons into the DSS. The Contract will be for the purchase, delivery, installation and training of the Metal Detectors on Wednesday, June 1, 2016.

1. **BACKGROUND**

Washington County (DSS) is a local department within DHR that assists people in economic need, provides preventive services, and protects vulnerable children and adults in Washington County.

1. **SCOPE OF THE PROJECT**

 The successful bidder will provide the equipment, deliver and install two (2) Walk-Through Metal detectors. A metal detector will be installed at the entrance basement level where the Child Support Enforcement is located and the other at the first level main entrance of the DSS.

1. **BIDDER QUALIFICATIONS**
2. All bidders shall attend a mandatory walk through (reference **Walk through Affidavit** **Attachment C** for the date and time). As proof of meeting this requirement all bidders shall complete and submit the **Walk through Affidavit** (**Attachment C**). Contact the State Project Manager to confirm attendance to the Walk- through on Tuesday, May 17, 2016 (see Section 7).
3. All bidders shall have Liability Insurance. As proof of meeting this requirement, bidders shall provide to the Department a current copy of their Certificate of Insurance with a minimum of $500,000 per occurrence for bodily injury and property damage liability combined.
4. All bidders shall provide a minimum of three (3) professional references which show previous experience in performing the work identified in this solicitation within the past two (2) years.
5. **CONTRACTOR REQUIREMENTS**

The work to be accomplished under this contract shall include but is not limited to providing the equipment, parts, materials, delivery to Washington County DSS and installation as listed:

1. The product shall be new and shall be from the manufacturer’s latest product offering and incorporate the manufacturer’s newest technology and electronic design. All design and performance specifications shall be documented on the manufacturer’s product cutsheets through photographs of the unit, the unit’s dimensional drawings and the unit’s performance specifications. Submittals shall include certification documents showing the units full compliance with NIJ 601.02 specifications.
2. The electronics consoles shall be mounted on the overhead support of the archway. The units shall include an anti-vandalism and anti-tampering upgrade kit, including stainless steel control unit, waterproof power supply adapter, protection covers for power supply and antenna connection compartment, fastened with screws. Two display bars programmable as zone indicators and/or pacing lights. Dual side 20 localization zones. Electronic circuit boards protected by conformal coating for weather resistant protection.
3. PERFORMANCE:
4. Compliant with all parts specified by the NIJ Standard 0601.02 Standard in its entirety.
5. Test documents verify compliance are required.
6. No photoelectric or infrared or other detection device shall be used as an electronic gate to control traffic flow or serve as a means to disable the unit to reduce false alarms.
7. Visible Alarms: Multi-Zone display bar to indicate source location on person. High intensity display.
8. Shall not contain any form of IR inhibition sensors to disable audio alarm feature. Green and red metering signals proportional to the mass of the metal object.
9. Programming access protected by a mechanical lock and two alphanumeric passwords.
10. Programming via built-in keypad and display, hand held infrared controller, chip card reader, or laptop using software with serial or Bluetooth interface.
11. Required available programs: NIJ large objects, medium object and small object, 2 locations of the Washington County DSS (Lower Entrance to Child Support Enforcement Administration and 1st Floor Entrance to the Washington County Department of Social Services), eleven (11) user programmable programs.
12. High precision transit counter with in-bound and out-bound transits and alarm rate.
13. One- touch automatic self installation to measure and automatically adjust for mechanical and electrical interference. Built-in floor sensitivity adjustment function.
14. REMOTE ACCESS VIA NETWORKING:
15. The units shall include an advanced power supply module with anti-tamper on/off switch, RS-232, USB, 10/100 baseT Ethernet interface, data logger with 60,000 event memory, real-time clock, integrated web-server, transits statistical data analysis, WI-FI connection, IP dynamic configuration (DHCP), 20 hour internal battery back-up and 12 hour mains disconnection diagnostic alarm.
16. The interface module shall be installed in the base of the unit transfer panel.
17. The integrated interface module shall contain all the required software to access the unit remotely from a workstation on the client’s network. No external server or PC shall be required.
18. The IP address assigned to the unit shall be programmable by the client and the unit full database shall be joined together as a group for access to all transit and alarm data for individual units or the group as a whole.
19. VIDEO ALARM CAPTURE:
20. A video camera shall be mounted on the metal detector crossbar.
21. Alarms shall automatically initiate a video capture of the person during transit through the metal detector including all alarm indicators and this image shall automatically be transmitted to a computer on the client network.
22. The unit shall include a High Sensitivity Sample Test Kit with NIJ601.02 Small and Medium Objects.
23. The units shall be harmless to wearers of pacemakers, defibrillators, and pregnant women.

The units shall be powered by low voltage DC power and comply with electrical code regulations and international standards relating to electrical safety and electromagnetic compatibility (EMC).

1. Two (2) years parts and depot labor. Onsite warranty repair services available upon request. Required onsite installation and calibration: A factory training service representative shall provide onsite assembly, testing and programming of the unit to the client specifications. A Site Acceptance Test (SAT) and verification of Calibration (VOC) shall be performed and provide to the client.
2. The Contractor shall deliver the specified metal detectors.
3. The Contractor shall install the metal detectors at the Washington DSS locations specified.
4. The Contractor shall provide training on the use of the metal detectors to…
5. The Contractor shall provide a three (3) year Service Agreement to include the following:
6. Unscheduled Visits
7. On-Site Maintenance
8. Deport Repair
9. Calibration
10. Parts & Consumables
11. Technical Support
12. Application Support
13. Product Assurance Serves and Solutions
14. **CONTRACT TERM AND DELIVERABLES**

The Contract resulting from this solicitation will be for a one day installation on June 1, 2016.

1. **STATE PROJECT MANAGER**

The State Project Manager for this Contract is:

 Michael Hofmann, Police Chief

Baltimore City Department of Social Services

1510 Guilford Ave.

Baltimore, Maryland 21202

Phone: 443-423-4386 Email: **Michael.hofmann@maryland.gov**

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

1. **SUBMISSION INFORMATION**

The original, to be so identified, and 3copies of each Bid must be received by the Procurement Officer by Monday, May 23, 2016 at 3:00 PM local time 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.

Bid Submission shall include:

A. **Cover Letter**

The Cover Letter shall have an original signature by a person that is authorized to bind the company to the services described in the Bid and shall be submitted with the response on company letter head and shall include the following statements:

* The company agrees to all terms and conditions.
* The company agrees to sign the awarded contract. See sample **Contract** (**Attachment A**)

B. **Bid Form (Attachment B)**

The Bid Form shall have an original signature by a person that is authorized to bind the company to the Services and the Bid.

C. **Walk through Affidavit** (**Attachment C**)

 D Current copy of Certificate of Insurance

 E. References

**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 W. Saratoga Street, Room 946

 Baltimore, MD 21201

 Office: 410-767-7637 Fax: 410-333-0258 Email: **cora.traynham@maryland.gov**

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

**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 A**.

**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 or Bidders 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.

**14. PAYMENT**

The successful Contractor shall bill the Department upon completion of the required services for the total amount submitted in the **Bid Form** (**Attachment B**).

Invoices must be addressed to:

 Michael Hoffman, Chief of Security, DHR

 Baltimore City Department of Social Services

 1510 Guilford Ave.

 Baltimore, Maryland 21202

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, 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.**

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| **ATTACHMENT A – CONTRACT “SAMPLE”** |

 DAO/WCDSS-16-001-S

 AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT**

**BETWEEN**

**MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES**

Division of Administrative Operations

311 W. Saratoga Street

Baltimore, Maryland 21201

**AND**

**FOR**

Walk-Through Metal Detectors

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

The DHR/DAO 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/DAO 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/DAO’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 June 1, 2016 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/DAO, 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/DAO 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/DAO 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/DAO 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/DAO 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/DAO. The DHR/DAO 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      , 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/DAO and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/DAO'sdesignated State Project Manager.

(c) Amendment of Agreement: This Agreement may be amended as the DHR/DAO 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/DAO in accordance with this clause in whole, or from time to time in part, whenever the State Project Manager shall determine that such termination is in the best interest of the State. The DHR/DAO 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/DAO may terminate the Agreement. Prior to terminating this Agreement, the DHR/DAO 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/DAO 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/DAO’s option, become the State's property. The DHR/DAO 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/DAO 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 State Project Manager'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/DAO.

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

(m) The CONTRACTOR, if providing direct services to the DHR/DAO's clients, agrees to include an acknowledgment of funding received from the DHR/DAO 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 INTENTIONALLY LEFT BLANK.**

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/**DAO**:** |
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| Signature |  | Signature |
|  |  |  |
| Type Name Here |  | Rainer C Harvey, Sr. |
| Name  |  | Name  |
|  |  |  |
| Type Title Here |  | Chief of Administrative Operations |
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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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| **ATTACHMENT B – BID FORM** |

STATE OF MARYLAND

**(1) AGENCY:** Department of Human Resources, Department of Administrative Operations

**(2) ADDRESS:** 311 W. Saratoga Street

 Baltimore, Maryland 21201

**(3) SERVICE OR ITEM REQUIRED:** Walk-Through Metal Detectors

**(4) SOLICITATION N0:**

**(5) SOLICITATION RELEASE DATE:**

**(6) BIDDER’S NAME:**

 **ADDRESS:**

 **PHONE NO.:**

 **FEDERAL TAX I.D. #:**

**(7) MINORITY VENDOR: YES**       **NO**

 **STATE CERTIFIED**       **SELF-CERTIFIED**

 **MDOT MBE Certification No. (if applicable):**

 **VSBE VENDOR: YES**       **NO**

 **VSBE Certification No. (if applicable):**

**(8) SMALL BUSINESS VENDOR: YES**       **NO**

 **Small Business Reserve No.:**

**(9) FULLY LOADED FIXED PRICE: $**

The fully loaded fixed price will be the dollar amount that will be used as the basis for award, and represents your Company’s offer for the work to be completed under this IFB.

**(10) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(COMPANY REPRESENTATIVE SIGNATURE TO BIND SERVICES & BID)**

      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(NAME PRINTED or TYPED) (DATE)**

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| **ATTACHMENT C – WALK - THROUGH AFFIDAVIT** |

Solicitation No.

A mandatory walk through will be held at **10:00 AM LOCAL TIME, on Tuesday, May 17, 2016, at Washington County Department of Social Services (DSS) at 122 N. Potomac Street, Hagerstown, MD 21741**. Please sign and return this form with your Bid. Failure to attend the walk through will result in your bid being determined non-responsive.

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that       (Bidder) has attended the mandatory walk through.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT.

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Signature Title

Name of Firm (please print)