



## INVITATION FOR BIDS

SOLICITATION NO. DHMH OPASS – 13-10886

**Issue Date: April 16, 2012**

**Cosmetology Services  
At Springfield Hospital Center**

**Small Business Reserve Only**

### NOTICE

Prospective Bidders who have received this document from the Department of Health and Mental Hygiene's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the IFB or other communications can be sent to them.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

**STATE OF MARYLAND  
NOTICE TO BIDDERS/CONTRACTORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bids. If you have chosen not to bid on this Contract, please fax this completed form to: 410-333-5958 to the attention of the Procurement Officer.

**Title:** Cosmetology Services At Springfield Hospital Center – **Small Business Reserve Only**  
**Solicitation No:** **DHMH OPASS – 13-10886**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a bid, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

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

Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
Invitation for Bids**

Cosmetology Services At Springfield Hospital Center - Small Business Reserve Only

**Solicitation Number: DHMH OPASS – 13-10886**

**IFB Issue Date:** April 16, 2012

**IFB Issuing Office:** Maryland Department of Health and Mental Hygiene

**Procurement Officer:** Sharon R. Gambrill, CPPB  
201 W. Preston St., Room 416B  
Baltimore, MD 21201  
Office Phone: (410) 767-5816 Fax: (410) 333-5958  
e-mail: [gambrills@dhhm.state.md.us](mailto:gambrills@dhhm.state.md.us)

**Contract Monitor:** Janet Short  
Springfield Hospital Center  
6655 Sykesville Road  
Sykesville, MD 21784  
(Office phone) 410-970-7189 (fax number) 410-970-7197  
e-mail: [jshort@dhhm.state.md.us](mailto:jshort@dhhm.state.md.us)

**Bids are to be sent to:** Maryland Department of Health and Mental Hygiene  
Springfield Hospital Center  
Medical Services Bldg., Room 237  
6655 Sykesville Road  
Sykesville, MD 21784  
**Attention: Paul Althoff**

**Pre-Bid Conference:** April 23, 2012 - 10:00 a.m. Local Time  
Springfield Hospital Center  
Medical Services Bldg., 2<sup>nd</sup> Floor  
Large Conference Room (across from elevator)  
6655 Sykesville Road  
Sykesville, MD 21784

**Closing Date and Time:** May 7, 2012 - 2:00 p.m. Local Time

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH), Office of Procurement and Support Services, is issuing this Invitation for Bids to provide cosmetology services in accordance with the attached terms, specifications and general conditions as directed by the Rehabilitation Services Department at Springfield Hospital Center (SHC).
- 1.1.2 It is the State's intention to obtain services, as specified in this Invitation for Bids, from a Contract between the successful Bidder and the State.
- 1.1.3 The Department intends to make a single award as a result of this IFB.
- 1.1.4 Bidders, either directly or through their sub-contractors, must be able to provide all services and meet all of the requirements requested in this solicitation.

### 1.2 Abbreviations and Definitions

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

- 1.2.1 **Bidder** – An entity that submits a bid in response to this IFB.
- 1.2.2 **Cosmetologist** – Has the meaning as set forth in MD Code Annotated, Business Occupations and Professions Article § 5-101.
- 1.2.3 **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us)
- 1.2.4 **Contract** – The Contract awarded to the successful Bidders pursuant to this IFB. The Contract will be in the form of Attachment A.
- 1.2.5 **Contract Monitor (CM)** – The State representative for this project that is primarily responsible for Contract administration functions, including issuing written direction, contract modification, invoice approval, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the Contract and in achieving on budget/on time/within scope completion of the project.
- 1.2.6 **Contractor** – The selected Bidder that is awarded a Contract by the State.
- 1.2.7 **DHMH** – Maryland Department of Health and Mental Hygiene.
- 1.2.8 **IFB** – Invitation for Bid
- 1.2.9 **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- 1.2.10 **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.2.11 **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword State Holidays.
- 1.2.12 **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative that can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- 1.2.13 **State** – “State” means the State of Maryland.

### **1.3 Contract Type**

The Contract that results from this IFB shall be a Firm Fixed Unit Price - Indefinite Quantity Contract, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

### **1.4 Contract Duration**

The Contract resulting from this IFB shall be for a period of three (3) years beginning on or about July 1, 2012 and ending June 30, 2015. The Contractor shall provide services upon receipt of a Notice to Proceed from the Contract Monitor.

### **1.5 Procurement Officer**

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

Sharon R. Gambrill, CPPB  
Maryland Department of Health and Mental Hygiene  
Office of Procurement and Support Services  
201 West Preston Street – Room 416B  
Baltimore, Maryland 21201  
Phone Number: 410-767-5816  
Fax Number: 410-333-5958  
E-mail: [gambrills@dhmh.state.md.us](mailto:gambrills@dhmh.state.md.us)

DHMH may change the Procurement Officer at any time by written notice.

### **1.6 Contract Monitor**

The Contract Monitor is:

Janet Short  
Maryland Department of Health and Mental Hygiene  
Springfield Hospital Center  
6655 Sykesville Road  
Sykesville, Maryland 21784  
Phone Number: (410) 970-7189  
E-mail: [jshort@dhmh.state.md.us](mailto:jshort@dhmh.state.md.us)

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

### **1.7 Pre-Bid Conference**

A pre-bid conference will be held on April 23, 2012, beginning at 10:00 a.m. Local time, at Springfield Hospital Center, Medical Services Bldg., 2<sup>nd</sup> Floor, Large Conference Room (across from elevator), 6655 Sykesville Road, Sykesville, MD 21784. Attendance at the pre-bid conference is not mandatory, but all interested Bidders are encouraged to attend in order to facilitate better preparation of their bids.

The Pre-Bid Conference will be summarized. As promptly as is feasible subsequent to the Pre-Bid Conference, a summary of the Pre-Bid Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, please e-mail, mail or fax at (410) 970-7197 the Pre-Bid Conference Response Form to the attention of the Contract Monitor with such notice no later than 2:00 PM on April 20, 2012. The Pre-Bid Conference Response Form is included as Attachment E to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than April 20, 2012. DHMH will make a reasonable effort to provide such special accommodation.

## **1.8 eMarylandMarketplace**

Each Bidder must indicate their eMaryland Marketplace vendor number in the Transmittal Letter (cover letter) submitted at the time of their Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHMH web site <http://www.dhmh.maryland.gov/opass/SitePages/Home.aspx> and other means for transmitting the IFB and associated materials, the solicitation and summary of the pre-bid conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMaryland Marketplace.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts.

## **1.9 Questions**

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the pre-bid conference. If possible and appropriate, such questions will be answered at the pre-bid conference. (No substantive question will be answered prior to the pre-bid conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer with a copy to the Contract Monitor. Questions, both oral and written, will also be accepted from prospective Bidders attending the Pre-Bid Conference. If possible and appropriate, these questions will be answered at the Pre-Bid Conference.

Questions will also be accepted subsequent to the Pre-Bid Conference and should be submitted in a timely manner prior to the bid due date to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the IFB.

## **1.10 Bids Due (Closing) Date**

The bids must be received at the address on the Key Information Summary Sheet, no later than 2:00 p.m. Local Time on May 7, 2012 in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt at the address on the Key Information Summary Sheet. Except as provided in COMAR 21.05.03.02, bids received after the due time/date, May 7, 2012 at 2:00 p.m. Local Time will not be considered.

Bids may be modified or withdrawn by written notice received by Paul Althoff before the time and date set for the opening.

**Bids may not be submitted by e-mail or facsimile.**

### **1.11 Duration of Offer**

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

### **1.12 Revisions to the IFB**

If it becomes necessary to revise this IFB before the due date for bids, addenda will be provided to all prospective Bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the DHMH Current Procurements web page and through eMarylandMarketplace. Addenda made after the due date for bids will be sent only to those Bidders who submitted a timely bid.

Acknowledgment of the receipt of all addenda to this IFB issued before the bid due date must accompany the bid in the Transmittal Letter accompanying the Bid. Acknowledgement of the receipt of addenda to the IFB issued after the bid due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of addenda does not relieve the Bidder from complying with its terms, additions, deletions or corrections.

### **1.13 Cancellations**

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

### **1.14 Incurred Expenses**

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

### **1.15 Protest/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.16 Bidder Responsibilities**

The selected Bidder shall be responsible for all products and services required by this IFB. All subcontractors must be identified and a complete description of their role relative to the bid must be included in the bid. Additional information regarding MBE subcontractors is provided under paragraph 1.20 below. If a Bidder that seeks to perform or provide the services required by this IFB is subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's bid must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.17 Mandatory Contractual Terms**

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached herein as Attachment A. Any exceptions to this IFB or the contract must be raised prior to bid submission. Changes to the solicitation or contract made by the Bidder shall result in bid rejection.

### **1.18 Bid/Proposal Affidavit**

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

### **1.19 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit must be provided within five business days of notification of proposed Contract award, however, to expedite processing, we suggest that this document be completed and submitted with the Bid.

### **1.20 Minority Business Enterprises**

A minimum overall MBE subcontractor participation goal of 0% has been established for the services resulting from this contract.

### **1.21 Arrearages**

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

### **1.22 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Bidding method at COMAR 21.05.02.

### **1.23 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of proposals. A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

### **1.24 False Statements**

Offerors are advised that the Michie's Annotated Code of Maryland (Md. Code Ann.), State Finance and Procurement Article, §11-205.1 provides as follows:

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

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

- 1.25.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.
- 1.25.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### **1.25 Payments by Electronic Funds Transfer**

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

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Static\\_Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf).

### **1.26 Prompt Payment Policy**

This procurement and the contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to the Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder to this solicitation who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, sub-section 31-Prompt Payment. Additional information is available on GOMA's Web site at: [http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf).

### **1.27 Living Wage Requirements**

A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland (SFP). Additional information regarding the State's living wage requirement is contained in **Attachment G**. If a Bidder fails to complete and submit the required documentation, the State may determine a Bidder to be not responsible under State law.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in its Bid the location(s) from which services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

**If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 contract.** The Bidder must identify in its Bid the location(s) from which 50% or more of the Contract services will be provided.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

## **1.28 Federal Funding Acknowledgement**

1.28.1 There are no programmatic conditions that apply to this contract, regardless of the type of funding.

1.28.2 This contract does not contain federal funds.

## **1.29 Electronic Procurements Authorized**

- A Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Health & Mental Hygiene (DHMH) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.30 related to EFT) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMarylandMarketplace, e-mail or facsimile to issue:
    - (a) the solicitation (e.g. the RFP);
    - (b) any amendments;
    - (c) pre-proposal conference documents;
    - (d) questions and responses;
    - (e) communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
    - (f) notices of award selection or non-selection; and
    - (g) the Procurement Officer’s decision on any protest or Contract claim.
  2. An Offeror or potential Offeror may use e-mail or facsimile to:
    - (a) ask questions regarding the solicitation;
    - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
    - (c) request a debriefing; or,

(d) submit a "No Bid Response" to the solicitation.

3. The Procurement Officer, the State's Contract Monitor and the Contractor may conduct day-to-day Contract administration, except as outlined in section 5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

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

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

## SECTION 2 – SCOPE OF WORK

### 2.1 Purpose

The State is issuing this solicitation for the purposes outlined in Section 1.1 of this IFB.

### 2.2 Bidder Minimum Qualifications

Bidders should provide proof with their Bid that the following minimum qualifications have been met:

- 2.2.1 The Bidder has provided service as a licensed cosmetologist for the past two (2) years.
- 2.2.2 The Bidder shall possess at the time of bid submission a current Cosmetologist License from the State of Maryland.

Documentation of the above requirements should be submitted with the bid and the License must be current at the time of bid submission.

**The lowest bidder will be given the opportunity to provide proof of minimum qualifications up to the date of recommended award.**

### 2.3 Scope of Work - Requirements

The Contractor:

- 2.3.1 Shall provide Cosmetology services to patients at Springfield Hospital Center as scheduled by the Contract Monitor and in accordance with all applicable licensing certification and standards of the State of Maryland, Board of Cosmetology and Code of Maryland Regulations pertaining to Cosmetology.
- 2.3.2. Shall possess throughout the term of the contract a current Cosmetologist License from the State of Maryland. The license shall be displayed in full view at the Contractor's Springfield Hospital Center work station and affixed with a current picture of the practitioner.
- 2.3.3 The Contractor shall:
  - (i) Have available and visible at all times a valid Springfield Hospital Center-issued photographic identification.
  - (ii) Attend a five (5) day orientation prior to commencement of this contract which includes a review of hospital policies and procedures in the delivery of services to patients. The Contractor shall also attend annually (after attending the five (5) day orientation) a 1 day employee training session.
  - (iii) Show the Contract Monitor prior to providing services a:
    - a. Vaccination record signed by healthcare practitioner OR titer results for measles, mumps and rubella immunity.
    - b. Vaccination record for Hepatitis B series (or that the series has begun) is signed by a healthcare practitioner OR titer results for showing Hepatitis B immunity.

c. Negative TST results within last 30- 60 days or if positive TST result, CXR within 30-60 days showing clear of TB; urinalysis and drug screening.

(iv) Be physically able to do their assigned work and be free from communicable diseases.

#### 2.3.4 Services to be performed:

1. The Contractor shall provide the following Cosmetology services, as directed, by the Rehabilitation Services Department at Springfield Hospital Center (SHC):

a. Men Patients:

- i. Shampoo, cut, style, shave, and mustache/beard trim
- ii. Style & cut
- iii. Shape-up
- iv. Beard/mustache trim only
- v. Shave only (Electric Trimmer only)
- vi. Braids, cornrows, twists

b. Women Patients:

- i. Shampoo, cut, style, blow-dry, and curl
- ii. Cut style & permanent short hair
- iii. Cut style & relax short hair
- iv. Cut, style & permanent long hair
- v. Cut style & relax long hair
- vi. Color, shampoo & style
- vii. Wax face lip, eyebrow
- viii. Wax eyebrows
- ix. Braids, cornrows & twists

2. The Contractor shall:

- a. Comply with COMAR 09.22.02.04 Sanitation Requirements of a hair salon.
- b. Present while on duty at SHC a neat, clean and properly uniformed appearance (i.e., jacket, smock, including visible nametags with photographs).
- c. Attend a 1 hour per month Progressive Prevention and Management of Aggressive Behavior Training (PMAB) during regularly scheduled work hours.

#### 2.3.5 Performance Review:

The Contractor shall sign in when reporting for duty, at a location to be determined by SHC, using SHC-provided sign-in sheets.

The Contractor shall report to the Hair Salon/Barber Shop as scheduled. SHC's Contract Monitor will monitor the scheduled hours. If a deviation from regularly-scheduled work hours is needed, the Contractor shall request prior written approval, two weeks in advance, from SHC's Contract Monitor. Failure of the Contractor to appear at the scheduled days and times more than twice per month or more than a total of 6 times during a contract year may be viewed as a basis for termination.

#### 2.3.6 Record Keeping:

The Contractor shall maintain and keep a complete record including the date, time, place, and charge for all services performed, The Contractor shall ensure that each record is signed by each patient or staff accompanying the patient at the time of service.

#### 2.3.7 Visitors:

- (i.) The Contractor is not permitted to have visitors, including minors, while performing services at SHC.
- (ii.) The Contractor shall provide services only to the patients and not to staff or to visitors of Springfield Hospital Center.

#### 2.3.8 Performance

All personnel designated and submitted in the Contractor's bid shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to SHC's Contract Monitor. SHC's Contract Monitor will give written notice of performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days of written notice and implement the plan immediately upon written acceptance from SHC's Contract Monitor. If performance issues persist, SHC's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue and determine whether a substitution is required.

Except as provided above, the Contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of SHC's Contract Monitor. To replace any personnel specified in the Contractor's bid, the Contractor shall submit the qualifications of the proposed substitute personnel to SHC's Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel and shall be approved by SHC's Contract Monitor before performing contract services.

#### 2.3.9 Scheduling Requirements:

The Contractor shall provide Cosmetology services for three (3) eight (8) hour shifts per week (24 hours total) as scheduled at the beginning of the contract term with the SHC's Contract Monitor.

Services covered under this contract will be performed as scheduled with the SHC Contract Monitor between the hours of 8:00 A.M. - 12:00 P.M. and 12:30 P.M. - 4:30 P.M local time except on State holidays which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.

Upon arrival at the facility, the Contractor will be given the schedule of cosmetology services to be performed on that day. SHC cannot be held responsible when a scheduled patient is not available for services on that day due to illness or other unexpected causes.

#### 2.3.10 Duties of the Department:

SHC will supply a hair care shop (with two stations), electric, water, and storage space to the Contractor. SHC will also provide the Contractor all supplies and equipment that will be needed to provide the services under the terms of the contract.

SHC will issue picture ID at no charge to the Contractor, but if the picture ID is lost or misplaced there will be a \$5.00 charge to the Contractor for each replacement.

SHC will have security and nursing staff on duty while the Contractor is providing Cosmetology services to the patients.

## **2.4 Security Requirements**

### 2.4.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

### 2.4.2 Information Technology

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

### 2.4.3 Criminal Background Check

The Contractor shall obtain from each individual assigned to work on the contract a statement permitting a criminal background check. The Department will obtain a criminal background check for each individual using a source of its choosing. The Contractor shall reimburse Springfield Hospital Center for all costs associated with the background checks. Springfield Hospital Center reserves the right to reject or terminate the services of any individual based upon the results of the background check. Each individual assigned to work on the contract by the Contractor cannot work on the contract prior to the completion of the individual's background check.

On an annual basis, after the awarding of the contract, SHC may obtain additional Maryland and FBI criminal background checks on all employee(s) working under this contract.

SHC's Contract Monitor will review the results of initial and follow up criminal background information. Any employee found to have a criminal record shall not be allowed to work under the terms of this contract without prior written approval from the Director, Human Resources.

## **2.5 MBE Reports**

- 2.5.1 In the event that there is a MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports:

- (a) MBE Report D-4, the Contractor's Invoice Report by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer
- (b) MBE Report D-5, the MBE Subcontractor's Invoice Report by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

**2.6 Payment Type**

Payments will be made as Partial payments as set forth herein. In no case will any payment be viewed as Progress payments.

**2.7 Invoicing**

2.7.1 General

- (a) All invoices for services shall be signed by the Contractor and submitted to Accounts Payable and reviewed by the Contract Monitor, identified in the Key Information Summary Sheet, and include the following information:
  - Contractor name,
  - Remittance address,
  - Federal taxpayer identification number (or if sole proprietorship individual's social security number),
  - Invoice period,
  - Invoice date,
  - Invoice number,
  - State assigned Contract number,
  - State assigned (Blanket) Purchase Order number(s),
  - Goods or services provided, and
  - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the contractor otherwise materially breaches the terms and conditions of the contract until such time as the Contractor brings itself into full compliance with the contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.
- (c) Contractor shall have a process for resolving billing errors.

2.7.2 Invoice Submission Schedule

The Contractor shall:

1. Bill the Department ***monthly*** in triplicate, certifying thereto that the work and services have been performed, that payment for said work has not been received, and that the amount specified is due and owing. Invoices shall be received no later than the 15th of the month

following the month in which the services were provided. Payment shall be rendered based on the actual service performed and the date, time, place, and charge for the services

2. All invoices must (at a minimum) be signed and dated, and include the following:

- (a) The Contractor's name and mailing address,
- (b) The Contractor's Federal Tax Identification or Social Security Number,
- (c) The State assigned Contract Control Number \_\_\_\_\_
- (d) The State assigned ADPICS number \_\_\_\_\_,
- (e) The goods or services provided,
- (f) The time period covered by the invoice,
- (g) The amount of requested payment, and
- (h) Dates and Hours worked by the technician

3. Address all invoices **in triplicate** to Accounts Payable at:

*Springfield Hospital Center  
Attn: Accounts Payable  
6655 Sykesville Road  
Sykesville, MD 21784*

4. Funding for any contract(s) resulting from this Invitation For Bids is dependent upon appropriations from the Maryland General Assembly.

## **2.8 Insurance Requirements**

- 2.8.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 2.8.2 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision and PIP limits no less than those required by the State where the vehicle(s) is registered but in no case less than those required by the State of Maryland.
- 2.8.3 Upon execution of a Contract with the State, Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - b. Commercial General Liability as required in sub-part 2.8.1.
- 2.8.4. The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be

endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

- 2.8.5. The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

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## SECTION 3 – BID FORMAT

### 3.1 One Part Submission

Bidders shall submit bids, all minimum qualification documentation and all Additional Required Submissions (see 3.4 of this Section) in a single sealed envelope.

### 3.2 Labeling

Each Bidder is required to label the sealed bid. The bid shall bear the IFB title and number, name and address of the Bidder and closing date and time for receipt of the bids.

### 3.3 Bid Completion

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

### 3.4 Additional Required Submissions

#### 3.4.1 Transmittal Letter

A transmittal letter shall accompany the Bid. The purpose of this letter is to transmit the bid and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. See Bidder's responsibilities in Section 1.16.

3.4.2 Completed Bid Pages (Attachment F) Submit three copies with original signatures.

3.4.3 Signed Contract (Attachment A) Submit three copies with original signatures.

3.4.4 Completed Bid/Proposal Affidavit (Attachment B) Submit three copies with original signatures.

3.4.5 Completed Contract Affidavit (Attachment C) Submit three copies with original signatures.

3.4.6 Completed Living Wage Affidavit (Attachment G-1)—Submit three copies with original signatures.

#### 3.4.7 References

- (a) Three current references for work of a similar scope and size. Each reference must include name of contact, address, telephone number and, if possible, e-mail address.

**N.B. The Department reserves the right to contact and consider references obtained through other means.**

- (b) As part of its bid, each Bidder is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract, the Bidder is to provide:
  - i. The State contracting entity

- ii. A brief description of the services/goods provided
- iii. The dollar value of the contract
- iv. The term of the contract
- v. The State employee contact person (name, title, telephone number and if possible e-mail address)
- vi. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

#### 3.4.7.2 Financial Capability Statements

The Bidder shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two years (independently audited preferred).

#### 3.4.7.3 Certificate of Insurance

The Bidder shall provide a copy of the Bidder's current certificate of insurance with the prescribed limits set forth in Section 2.8.

#### 3.4.7.4 Subcontractors

Bidders shall identify all subcontractors, excluding MBE's which are identified separately, and the role these subcontractors will have in the performance of the Contract.

#### 3.4.7.5 Legal Action Summary – Describe:

- (a) Any outstanding legal actions or potential claims against the Bidder;
- (b) Any settled or closed legal actions or claims against the Bidder over the past five years;
- (c) Any judgments against the Bidder within the past five years, including the case name, number, court and final ruling or determination from the court, and;
- (d) The judge and court location in instances where litigation is ongoing and the Bidder has been directed by the court not to disclose information.

## **SECTION 4 - ATTACHMENTS**

### **ATTACHMENT A – STANDARD CONTRACT**

DHMH requires that the Contract be signed and submitted with each Bid. Only the successful Bidder's contract will be counter-signed by the Department Secretary's designee. Upon award, a fully ratified copy will be sent to the Contractor.

### **ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

This document must be completed and submitted with the Bidder's Bid.

### **ATTACHMENT C – CONTRACT AFFIDAVIT**

This document is not required at time of Bid but is requested with Bid to expedite processing. If not received with Bid, Bidder has five working days to submit Affidavit to the Procurement Officer upon notification of "Apparent Winner" status.

### **ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM**

It is requested that this form be completed and submitted as described in IFB section 1.7 by those potential Bidders who plan on attending the conference.

### **ATTACHMENT F – BID PRICING INSTRUCTIONS AND BID PAGES**

Bid forms must be completed and submitted with the Bid.

### **ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICES CONTRACTS**

#### **ATTACHMENT G-1 -- MARYLAND LIVING WAGE REQUIREMENTS AND LIVING WAGE AFFIDAVIT**

This document must be completed and submitted with the Bidder's Bid.

## ATTACHMENT A – CONTRACT

### Cosmetology Services at Springfield Hospital Center

THIS CONTRACT (the “Contract”) is made this (day) day of (month), (year) by and between (contractor's name) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES.

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

#### 1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated (date on bid).
- 1.2 “Contract Monitor” means the Department employee identified in the Key Information Summary Sheet as the Contract Monitor.
- 1.3 “Contractor” means (contractor's name) whose principal business address is (contractor's main address) and whose principal office in Maryland is (contractor's local address).
- 1.4 “Department” means the Maryland Department of Health and Mental Hygiene.
- 1.5 “IFB” means the Invitation for Bids for (title of IFB) Solicitation # DHMH OPASS (OPASS assigned number), and any addenda thereto issued in writing by the State.
- 1.6 “Procurement Officer” means the Department employee identified in the Key Information Summary Sheet as the Procurement Officer.
- 1.7 “State” means the State of Maryland.

#### 2. Scope of Work

- 2.1 The Contractor shall provide all deliverables as defined in the IFB Section 2.3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:  
  
Exhibit A – The IFB  
Exhibit B – The Bid  
Exhibit C – State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if

asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

### **3. Period of Performance.**

- 3.1 The Contract resulting from this IFB shall be for a period of \_\_\_\_\_ years beginning  (month, day, year) , and ending  (month, day, year) . The Contractor shall begin provision of services upon receipt of notification of award.

- 3.2 Further, this contract may be extended for \_\_\_\_\_ periods of one year each (or one period of one year) at the sole discretion of the Department and at the prices quoted in the Bid for Option Years. (Delete this section if there are no Option Years.)

### **4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Page (Attachment F). Unless properly modified (see above sub-section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$\_\_\_\_\_.

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

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, § 15-104 are prohibited. Invoices shall be submitted to the Contract Monitor see Key Information Summary Sheet. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

## **5. Rights to Records**

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

## **6. Exclusive Use**

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

## **7. Patents, Copyrights, Intellectual Property**

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

## **8. Public Information**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.
- 8.2 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6.

## **9. Loss of Data**

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

## **10. Indemnification**

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

## **11. Non-Hiring of Employees**

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

## **12. Disputes**

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

## **13. Maryland Law**

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

## **14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **15. Contingent Fee Prohibition**

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

## **16. Non-availability of Funding**

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

**17. Termination for Cause**

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

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

**19. Delays and Extensions of Time**

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

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

**20. Suspension of Work**

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

**21. Pre-Existing Regulations**

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

**22. Financial Disclosure**

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days

of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

### **23. Political Contribution Disclosure**

The Contractor shall comply with Md. Code Ann., Election Law Article, §§14-101 - 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

### **24. Documents Retention and Inspection Clause**

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

- 24.1. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
- 24.2. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

### **25. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 25.1. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 25.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **26. Cost and Price Certification**

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

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

## **27. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department's Contract Manger, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department's Contract Monitor. Any subcontracts shall include such language as may be required in various clauses contained within this solicitation and attachments. The contract shall not be assigned until all approvals, documents and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

## **28. Liability**

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

- (a) For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- (c) For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

## **29. Parent Company Guarantee (If Applicable)**

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

## **30. Commercial Non-Discrimination**

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

### **31. Prompt Pay Requirements**

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

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
  - i. Inspecting any relevant records of the Contractor;
  - ii. Inspecting the jobsite; and
  - iii. Interviewing subcontractors and workers.
  - iv. Verification shall include a review of:
    - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
    - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **32. Contract Monitor**

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

### **33. Notices**

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

If to the State: Sharon R. Gambrill, CPPB  
 Maryland Department of Health and Mental Hygiene  
 OFFICE OF PROCUREMENT AND SUPPORT SERVICES  
 201 West Preston Street, Room 416B  
 Baltimore, Maryland 21201

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**34. Confidentiality**

The Contractor agrees to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA, 42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Agency for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

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

CONTRACTOR

STATE OF MARYLAND  
DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Joshua M. Sharfstein, M.D., Secretary

\_\_\_\_\_  
Date

Or Designee

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print 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.

### 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):

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**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):

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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 offeror 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 Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. 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)

Revised August, 2011

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**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 \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, 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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing

contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### 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 bid or offer, 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:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) 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:

(i) Abide by the terms of the statement; and  
(ii) 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:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) 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:

- (a) 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 Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, 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)

Revised August, 2011

**ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM**

**Solicitation Number OPASS 13-10886  
Cosmetology Services at Springfield Hospital Center**

A Pre-Bid Conference will be held at 10:00 AM on April 23, 2012, at Springfield Hospital Center, Medical Services Bldg., 2<sup>nd</sup> Floor, Large Conference Room (across from elevator), 6655 Sykesville Road, Sykesville, MD 21784, Baltimore, MD 21201. Please return this form by April 20, 2012, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Point of Contact:

Janet Short, Contract Monitor

Email: [jshort@dhhm.state.md.us](mailto:jshort@dhhm.state.md.us)

Fax #: 410-970-7197

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

1.

2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **PRICING INSTRUCTIONS**

### **Instructions**

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

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) Every blank in every Bid Page shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Page by the Bidder prior to submission shall be initialed and dated.
- E) Except as instructed on the form, nothing shall be entered on the Bid Page that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions shall render the Bid non-responsive.
- F) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03.03 E and 21.05.02.12.
- G) Bidders shall Bid a price for **every** type of services indicated above. Partial Bids are **not** permitted. Bids that omit a bid price for any services required shall be rejected as non-responsive.
- H) The “Total Contract Price” specified below is based on model quantities and will be used solely for price evaluation, comparison, and recommendation for award. The “Estimated Quantity of Services per Year” are estimates only and are not a guarantee of any maximum or minimum quantities under the contract. The actual amount to be paid to the Contractor shall be calculated using the Firm Fixed Unit Prices specified on the Bid Pages for the relevant year and the actual number and type of services performed by the Contractor.
- I) All Bid prices entered below are to be fully-loaded prices that include all costs/expenses associated with the provision of services as required by this Competitive Sealed Bid. The Bid prices shall include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the CSB specifications. No other amounts will be paid to the Contractor.

## Bid Page - Attachment F

The Bid shall contain all price information in the format specified on these pages. Complete the price sheets only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Page. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

### Springfield Hospital Center Cosmetology Services Contract Bid Page – Year 1

**Bidder:** \_\_\_\_\_

Services	Estimated Quantity of Services per Year 1	Unit Price per Service 2	Total Annual Estimated Price 1* 2
<b>Basic Services for Men</b>			
Shampoo, cut, style, shave & mustache/beard trim	200	\$	\$
Style & cut	1000	\$	\$
Shape-up	70	\$	\$
Beard/Mustache trim only	75	\$	\$
Shave only with electric razor, not straight razor	15	\$	\$
Braids, cornrows, twists	40	\$	\$
<b>Total Price for Men’s Services (A)</b>			\$
<b>Basic Services for Women</b>			
Shampoo, cut, style, blow-dry, and curl	300	\$	\$
Cut, style & permanent short hair	4	\$	\$
Cut, style & relax short hair	40	\$	\$
Cut, style & permanent long hair	4	\$	\$
Cut, style & relax long hair	4	\$	\$
Color, shampoo & style	10	\$	\$
Wax face, lip, eyebrow	60	\$	\$
Wax eyebrows	10	\$	\$
Braids, cornrows & twists	40	\$	\$
<b>Total Price for Women’s Services (B)</b>			\$

5 Day Employee Orientation (per employee) (C) \$ \_\_\_\_\_

1 Hour PMAB Employee Training Session (per employee) - \$ \_\_\_\_\_ \* 12 = (D) \$ \_\_\_\_\_

**Total Year 1 Contract Price (A+B+C+D) = \$ \_\_\_\_\_**

**DO NOT ALTER THIS BID PAGE**  
*“THE REMAINDER OF THIS PAGE IS BLANK”*

**BID PAGE**  
**Springfield Hospital Center Cosmetology Services Contract**

**Bid Page – Year 2**

**Bidder:** \_\_\_\_\_

<b>Services</b>	<b>Estimated Quantity of Services per Year 1</b>	<b>Unit Price per Service 2</b>	<b>Total Annual Estimated Price 1* 2</b>
<b>Basic Services for Men</b>			
Shampoo, cut, style, shave & mustache/beard trim	200	\$	\$
Style & cut	1000	\$	\$
Shape-up	70	\$	\$
Beard/Mustache trim only	75	\$	\$
Shave only with electric razor, not straight razor	15	\$	\$
Braids, cornrows, twists	40	\$	\$
<b>Total Price for Men’s Services (A)</b>			<b>\$</b>
<b>Basic Services for Women</b>			
Shampoo, cut, style, blow-dry, and curl	300	\$	\$
Cut, style & permanent short hair	4	\$	\$
Cut, style & relax short hair	40	\$	\$
Cut, style & permanent long hair	4	\$	\$
Cut, style & relax long hair	4	\$	\$
Color, shampoo & style	10	\$	\$
Wax face, lip, eyebrow	60	\$	\$
Wax eyebrows	10	\$	\$
Braids, cornrows & twists	40	\$	\$
<b>Total Price for Women’s Services (B)</b>			<b>\$</b>

5 Day Employee Orientation (per employee) (C) \$ \_\_\_\_\_

1 Day Employee Annual Training Session (per employee) (D) \$ \_\_\_\_\_

1 Hour PMAB Employee Training Session (per employee) - \$ \_\_\_\_\_ \* 12 = (E) \$ \_\_\_\_\_

**Total Year 2 Contract Price (A+B+C+D+E) \$ \_\_\_\_\_**

**DO NOT ALTER THIS BID PAGE**  
*“THE REMAINDER OF THIS PAGE IS BLANK”*

**Springfield Hospital Center Cosmetology Services Contract  
Bid Page – Year 3**

**Bidder:** \_\_\_\_\_

<b>Services</b>	<b>Estimated Quantity of Services per Year 1</b>	<b>Unit Price per Service 2</b>	<b>Total Annual Estimated Price 1* 2</b>
<b>Basic Services for Men</b>			\$
Shampoo, cut, style, shave & mustache/beard trim	200	\$	\$
Style & cut	1000	\$	\$
Shape-up	70	\$	\$
Beard/Mustache trim only	75	\$	\$
Shave only with electric razor, not straight razor	15	\$	\$
Braids, cornrows, twists	40	\$	\$
<b>Total Price for Men's Services (A)</b>			<b>\$</b>
<b>Basic Services for Women</b>			
Shampoo, cut, style, blow-dry, and curl	300	\$	\$
Cut, style & permanent short hair	4	\$	\$
Cut, style & relax short hair	40	\$	\$
Cut, style & permanent long hair	4	\$	\$
Cut, style & relax long hair	4	\$	\$
Color, shampoo & style	10	\$	\$
Wax face, lip, eyebrow	60	\$	\$
Wax eyebrows	10	\$	\$
Braids, cornrows & twists	40	\$	\$
<b>Total Price for Women's Services (B)</b>			<b>\$</b>

5 Day Employee Orientation (per employee) (C) \$ \_\_\_\_\_  
 1 Day Employee Annual Training Session (per employee) (D) \$ \_\_\_\_\_  
 1 Hour PMAB Employee Training Session (per employee) - \$ \_\_\_\_\_ \* 12 = (E) \$ \_\_\_\_\_

**Total Year 3 Contract Price (A+B+C+D+E) \$ \_\_\_\_\_**

**Total Base Price** \$ \_\_\_\_\_  
 (Total Year 1 + Total Year 2 + Total Year 3) (BASIS FOR AWARD)

[

**DO NOT ALTER THIS BID PAGE**  
*"THE REMAINDER OF THIS PAGE IS BLANK"*

Bid Price Attested to by \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

**Important: Do not alter this page.** Failure to fill out this bid page completely, or altering the bid page in any way may render your bid non-responsive.

Submitted By:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_

Location(s) from which services will be performed (City/State): \_\_\_\_\_

FEIN: \_\_\_\_\_  
eMM #: \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_ -- \_\_\_\_\_  
eMail: \_\_\_\_\_ @ \_\_\_\_\_

## ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

### Living Wage Requirements for Service Contracts

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

the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

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

**ATTACHMENT G-1 – MARYLAND LIVING WAGE REQUIREMENTS AFFIDAVIT**

**Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

