

STATE OF MARYLAND

DEPARTMENT OF JUVENILE SERVICES

(DJS)

MULTI-STEP INVITATION FOR BIDS (MS-IFB)

TURNSTILES AT BALTIMORE CITY JUVENILE JUSTICE CENTER (BCJJC)

IFB NUMBER: 20-MX-013

ISSUE DATE: DECEMBER 8, 2020

NOTICE

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace

Advantage (eMMA) https://procurement.maryland.gov should register on eMMA. See **Section 4.2**.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

NO BID NOTICE/VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Turnstiles at Baltimore City Juvenile Justice Center (BCJJC)
Solicitation No: 20-MX-013

1. If you have chosen not to respond to this solicitation, 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 the State is simply too complicated. (Explain in REMARKS section)
- ☐ We cannot be competitive. (Explain in REMARKS section)
- ☐ Time allotted for completion of the Bid 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 or VSBE 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 response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

_____

_____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND

DEPARTMENT OF JUVENLIE SERVICES

(DJS)

KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Maintenance – Turnstiles at Baltimore City Juvenile Justice Center
Solicitation Number:	20-MX-013
IFB Issue Date:	December 8, 2020
IFB Issuing Office:	Department of Juvenile Services (DJS or the Department)
Procurement Officer: **e-mail:** **Office Phone:**	Deja Bracey 217 E Redwood Street, Suite 2006 Baltimore, MD 21203 Deja.bracey1@maryland.gov 410-230-3327
Bids are to be sent to:	Bids must be submitted by email to deja.bracey1@maryland.gov (see **section 5.1 for instructions)** or through eMaryland Marketplace Advantage (eMMA). Instructions on how to submit bids on eMMA can be found at https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/4-eMMA-QRG-Responding-to-Solicitations-IFB-v3.pdf.
Pre-Bid Conference:	The Pre-Bid Conference is scheduled for **January 12, 2021** at **11:00** AM via Hang Out Meets: **meet.google.com/dpo-uwhf-aea** or by phone: **+1 401-753-4335 PIN: 368 783 558#.** See **Attachment A** for instructions.
Site Visit:	The Site Visit is scheduled for **January 13, 2021 at 11:00 AM** at: Baltimore City Juvenile Justice Center 300 N. Gay Street Baltimore, MD 21202 **See Section 4.1 for instructions**
Questions Due Date and Time	**January 13, 2021 at 2:00** PM Local Time
Bid Due (Closing) Date and Time:	**January 15, 2021** at **2:00** PM Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **page iv**).
Bid Opening	**January 15, 2021 at 2:00** PM Local Time
MBE Subcontracting Goal:	0 %
VSBE Subcontracting Goal:	0 %

Contract Type:	Firm Fixed Price (Fixed quantity with fixed unit prices)
Primary Place of Performance:	Department of Juvenile Services: Baltimore City Juvenile Justice Center 300 N. Gay Street Baltimore, MD 21202
SBR Designation or Preference:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

To be considered responsive, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

1.1.1 Prior to submitting a bid for the work covered by the specifications for this solicitation, the successful Bidder must have: a) a minimum of three (3) consecutive years of its entity being formed and in business; and b) a minimum of three (3) complete and consecutive years, within the last ten (10) years, of successful turnstile installation service performance comparable in scope, type, size, magnitude, and complexity as specified in this IFB.

The Bidder shall submit with its bid response on the **Company Profile (Appendix 3) a minimum of three (3) references** of companies or organizations for which the Bidder provided services in scope, type, size, magnitude and complexity comparable to those specified in the Scope of Work. Each reference shall be from a client for whom the Bidder has provided services within the past ten (10) consecutive years and shall include the following:

a. Name and complete address of business or company;
b. Name of the contact person, email address, and current phone number;
c. Term and length of each contract;
d. Size and type of facility (square footage);
e. Type of services provided;
f. Names of supervisory personnel who performed under the contract, specifying the length and type of experience of each such personnel; and
g. Contract value.

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

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 The Department of Juvenile Services (DJS or Department) is issuing this Multi-Step Invitation for Bids (MS-IFB) in order to procure the services defined in this Section 2, as specified in this IFB, from a contract between the successful bidder and the Department. DJS is seeking a qualified and experienced Contractor to provide the necessary permits, hardware, and access control software to furnish and install three (3) drop arm, waist high turnstile gates that are ADA complaint. The Contractor shall install the turnstile gates at the Baltimore City Juvenile Justice Center (BCJJC), 300 North Gay Street, Baltimore, Maryland 21202. The turnstile gates shall be located at the first floor, main lobby entrance.

2.1.2 It is the State's intention to obtain goods and services, as specified in this MS-IFB, from a Contract between the selected Bidder and the State.

2.1.3 The Department intends to make a single award for the work under this MS-IFB. See MS-IFB **Section 4.10 Award Basis** for more Contract award information.

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

2.1.5 Maryland State and local entities as defined in Finance and Procurement §13-110(a) and nonprofit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or nonprofit entities:

Shall constitute Contracts between the Contractor and that entity;

Shall not constitute purchases by the State or State agencies under the Contract;

Shall not be binding or enforceable against the State; and

May be subject to other terms and conditions agreed to by the Contractor and the purchaser.

2.1.6 All Contract prices, terms, and conditions must be provided to any Maryland local government or nonprofit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

2.2 Background and Purpose

The Department operates and manages the Baltimore City Juvenile Justice Center (BCJJC), a multi-purpose juvenile justice building, located at 300 North Gay Street, Baltimore, Maryland 21202. BCJJC serves as a centralized regional intake, assessment, court, and detention facility for Baltimore City. The facility includes circuit court rooms, juvenile master hearing rooms and various offices for attorneys, law enforcement, social services and DJS employees, who perform intake and assessment services for the youth brought into the juvenile system. DJS also operates a secure detention center for male youth within BCJJC.

The State is issuing this solicitation to procure three (3) turnstile gates for the security and safety of individuals entering BCJJC. The three (3) turnstiles shall be installed on the first floor, main lobby of BCJJC.

2.2.1 **State Staff and Roles**

a) In addition to the Procurement Officer, the Contractor shall have contact with the Contract Monitor and Maintenance Supervisor or designee to review the turnstiles specifications before turnstiles are delivered and installed.

2.2.2 **Other State Responsibilities**

a) The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract.

b) The State is responsible for providing required information, data and documentation to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 **General Requirements**

The Contractor shall provide turnstiles that meet the following specifications:

a) A proximity or proxy access control system that is compatible with the Department's existing ID Badge card system: Vanderbilt Access Control ID Badge card system;

b) Bi-directional entry control (controlled entry, controlled exit) with access by badge;

c) Drop-arm, waist-high turnstiles (plexiglass turnstiles are not accepted);

d) Fire alarm compatible turnstiles that will connect to the fire alarm system;

e) Ability to detect unauthorized pedestrian movement and tailgating;

f) Audio and visual alarm in the event of an invalid entry;

g) Card reader recording of entrance and exit with the ability to provide an accessible report;

h) A touch screen remove/release panel located at the security desk;

i) Sleep function capability to save energy;

j) Sensors; which detect visitors approaching.

2.3.2 **Training**

A. Provide a one-time training to the Contract Monitor or designee on how to operate the turnstiles;

B. The Contractor shall provide all instructional manuals for the turnstiles.

2.3.4 **Contractor's Responsibility**

A. The Contractor shall adhere to the latest proclamations and orders issued by Governor Larry Hogan related to COVID-19 which can be found by clicking the following link https://governor.maryland.gov/covid-19-pandemic-orders-and-guidance/ and the **MDH Recommendations for Social Distancing**: https://coronavirus.maryland.gov/#FAQ.

B. The Contractor shall provide a minimum of two (2) year workmanship warranty including, but not limited to on-site service, repairs, parts, and replacement of the turnstiles.

C. Turnstiles shall be installed on a weekday from 5:00 p.m. - 11:00 p.m. or a Saturday/Sunday from 8:00 a.m. – 5:00 p.m..

D. The Contractor shall be responsible for cleanup and removal of all trash after installation of turnstiles.

E. Inspection, testing, and all final adjustments of the turnstiles are to be completed upon installation.

F. The Contractor shall furnish and configure all hardware, equipment, software, electrical (wiring), sealants/seals required to install turnstiles.

G. Each area where the turnstiles shall be installed measures at approximately 40 inches wide by 42 inches high. The Contractor shall be responsible for accurate measurements.

2.3.5 **State's Responsibility**

A. The State reserves the right to audit the Contractor's invoices in order to verify the cost price for said parts. The State shall reimburse the Contractor at his cost for part cost only. The State reserves the right to selectively audit the Contractor's invoices in order to verify the cost price for said parts. The Contractor shall submit documentation for part(s) cost with invoice for reimbursement. Payment will not be made to the Contractor without the backup documentation.

B. The State reserves the right to purchase directly any necessary part(s) to be installed by the contractor for Emergency and Major Repairs.

C. Part cost or labor in excess of $500.00 per incident is considered Major Repairs. The State reserves the right to seek competitive bids for the purchase of any needed part considered a Major Repair. The Awardees of the contract shall work cooperatively with any contractor hired by the State.

2.3.6 **Disputes Arising from Reductions:**

a. Should the Contractor dispute the validity of a reduction determination made by the Contract Monitor, he may appeal the reduction to the Contract Monitor within seven (7) calendar days of receiving notice of the reduction.

b. The Contract Monitor will review the reduction and make a written determination as to days of the receipt of the appeal from the Contractor.

c. Should the Contractor disagree with the decision of the Contract Monitor, the Contractor may appeal the Contract Monitor decision to the Procurement Officer within seven (7) calendar days of the receipt of the Manager's decision.

c. The Procurement Officer shall review all documentation, evidence and arguments of the Contractor and the Contract Monitor and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date.

3.2 End of Contract Transition

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

3.3 Invoicing

3.3.1 General

a) The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and Procurement Officer at e-mail address: stacia.dashiell@maryland.gov and deja.bracey1@maryland.gov.

All invoices for services shall be verified by the Contractor as accurate at the time of submission.

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

1) Contractor name and address;
2) Remittance address;
3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
4) Invoice period (i.e. time period during which services covered by invoice were performed);
5) Invoice date;
6) Invoice number;
7) State assigned Contract number;
8) State assigned (Blanket) Purchase Order number(s);
9) Goods or services provided;
10) Amount due; and
11) Any additional documentation required by regulation or the Contract.

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

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 otherwise 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., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

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

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

3.3.2 **Invoice Submission Schedule**

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

a) For items of work for which there is one-time pricing (see **Attachment B** –Bid Form) those items shall be billed in the month following the acceptance of the work by the Department.

b) For items of work for which there is annual pricing, see **Attachment B**–Bid Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 **For the purposes of the Contract an amount will not be deemed due and payable if:**

a) The amount invoiced is inconsistent with the Contract;

b) The proper invoice has not been received by the party or office specified in the Contract;

c) The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;

d) The item or services have not been accepted;

e) The quantity of items delivered is less than the quantity ordered;

f) The items or services do not meet the quality requirements of the Contract;

g) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;

h) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or

i) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.4 Travel Reimbursement

Travel will not be reimbursed under this MS-IFB.

3.5 Liquidated Damages

3.5.1 **MBE Liquidated Damages**

Inapplicable because there is no MBE goal for this MS-IFB.

3.5.2 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

3.6 Insurance Requirements

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

3.6.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

a) Commercial General Liability - 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 $100,000 per occurrence and $300,000 aggregate.

b) Fidelity Bond – Contractor's employees shall be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of the contract. Said bond or bonds shall have a limit of $2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State no later that time of award.

c) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

d) Commercial Truck Insurance - The Contractor shall maintain Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) 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.

e) The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. **On the Certificate of Liability, the "DESCRIPTION OF OPERATIONS" shall read as follows:**

"INSTALLATION OF TURNSTILES at the BALTIMORE CITY JUVENILE JUSTICE CENTER (BCJJC) 300 N. GAY STREET, BALTIMORE, MD 21202. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED". 20-MX-013 and CONTRACTOR.

3.6.2 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 45 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. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.6.3 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award.

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

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 **Employee Identification**

a) Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.

b) Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

c) Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that Contractor Personnel has not adhered to the Security requirements specified herein.

d) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 **Security Clearance / Criminal Background Check**

a) The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

b) Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

c) The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);

2) any crime within Title 7, Subtitle 1 (various crimes involving theft);

3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);

4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);

5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or

6) a crime of violence as defined in CL § 14-101(a).

d) Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

e) A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 **On-Site Security Requirement(s)**

a) For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

b) Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

c) Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that control the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.8 Problem Escalation Procedure

3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.8.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

3.8.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

a) The process for establishing the existence of a problem;

b) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;

c) For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;

d) Expedited escalation procedures and any circumstances that would trigger expediting them;

e) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;

f) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and

g) A process for updating and notifying the Contract Monitor of any changes to the PEP.

3.8.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 Minority Business Enterprise (MBE) Reports

MBE Reports are not a requirement for this contract.

3.11 Veteran Small Business Enterprise (VSBE) Reports

VSBE Reports are not a requirement for this contract.

3.12 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

3.13 Additional Clauses

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

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4 Procurement Instructions

4.1 Pre-Bid Conference/Site Visit

4.1.1 A Pre-Bid/Site Visit conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.

4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference to ensure that all parties understand the requirements of the contract and the MBE Goal.

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

4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMMA).

4.1.6 Those wishing to attend the web conference may request a meeting invitation by emailing Deja Bracey at deja.bracey1@maryland.gov no later than **2:00 PM on January 8, 2021**. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by **10:00 AM January 12, 2021**.

As a result of the state of emergency due to the Coronavirus (COVID-19), the Pre-Bid Conference for this project will be conducted via conference call/video on **January 12, 2021 at 11:00 AM**. Please refer to **Key Information Summary Sheet** for meeting and RSVP information. Prospective Bidders must RSVP for the Pre-Bid Conference in order to be scheduled for the Site Visit. The Contract Monitors must be given enough notice to coordinate adequate safety measures.

The Site Visits will be held in accordance with the **Order of the Governor of the State of Maryland Number 20-03-30-01, Amending and Restating The Order Of March 23, 2020, Prohibiting Large Gatherings And Events And Closing Senior Centers And All Non-Essential Businesses And Other Establishments, And Additionally Requiring All Persons To Stay At Home**: https://governor.maryland.gov/wp-content/uploads/2020/03/Gatherings-FOURTH-AMENDED-3.30.20.pdf and the **MDH Recommendations for Social Distancing**: https://coronavirus.maryland.gov/#Prevention.

During the Site Visit, prospective Bidders will have an opportunity to access the work site and take all measurements needed. The Site Visit is scheduled for **January 13, 2021 at 11:00 AM** and will take place at Baltimore City Juvenile Justice Center, 300 N. GAY STREET, BALTIMORE, MD 21202. Only one representative per vendor may attend.

Prospective Bidders may submit written questions to the Director of Facility Maintenance and the Contract Monitor during the Site Visit. All questions will be forwarded to the Procurement Officer.

As promptly as is feasible subsequent to the Pre-Bid Conference and Site Visit, a summary of the 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 MS-IFB.

In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than **January 8, 2021** at **2:00 PM.** The Department will make a reasonable effort to provide such special accommodation.

4.2 eMaryland Marketplace Advantage (eMMA)

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

4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to https://procurement.maryland.gov, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title 20-MX-013- Turnstiles at Baltimore City Juvenile Justice Center (BCJJC), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for MS-IFB amendments, and posted on eMMA.

4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Multi-Step Competitive Sealed Bidding method under COMAR 21.05.02.17.

4.5 Bid Due (Closing) Date and Time

4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.

4.5.2 Requests for extension of this date or time shall not be granted.

4.5.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.

4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

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

4.5.6 Bids may not be submitted by facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.

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

4.6 Multiple or Alternate Bids

Multiple or alternate Bids will not be accepted.

4.7 BPO as a Contract

The Blanket Purchase Order (BPO) issued as a result of the Multi-Step Invitation for Bid (MS-IFB) and any subsequent amendments, modifications or options issued relevant to the MS-IFB or BPO, shall comply with all of the terms, conditions and specifications issued with the MS-IFB and are incorporated in and made part of the BPO.

4.8 Receipt, Opening and Recording of Bids

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

4.8.2 Bids shall be opened publicly, at the time, date and place designated in the MS-IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

4.9 Confidentiality of Bids / Public Information Act Notice

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

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

be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

4.9.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.10 Award Basis

4.10.1 A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. See MS-IFB Section 6 for Bid evaluation and award information.

4.10.2 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

4.11 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.12 Duration of Bids

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

4.13 Revisions to the IFB

4.13.1 If the MS-IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this MS-IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.

4.13.2 Bidders shall acknowledge the receipt of all addenda to this MS-IFB issued before the Bid due date.

4.13.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.14 Cancellations

4.14.1 The State reserves the right to cancel thisMS- IFB, accept or reject any and all Bids, in whole or in part, received in response to this MS-IFB and to waive or permit the cure of minor irregularities.

4.14.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.14.3 If the services that are the subject of the MS-IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the MS-IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.15 Incurred Expenses

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

4.16 Protest/Disputes

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

4.17 Bidder Responsibilities

4.17.1 Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.

4.17.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this MS-IFB (see **Section 4.27** "MBE Participation Goal" and **Section 4.28** "VSBE Goal").

4.17.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

4.17.4 A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.18 Acceptance of Terms and Conditions

By submitting a Bid in response to this MS-IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this MS-IFB and the Contract, attached hereto as Attachment M. Any exceptions to this MS-IFB or the Contract must be raised prior to

Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.19 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this MS-IFB.

4.20 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 N** of this MS-IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.21 Compliance with Laws/Arrearages

By submitting a Bid in response to this MS-IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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

4.22 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit https://www.egov.maryland.gov/businessexpress.

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

4.23 False Statements

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

4.23.1 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.

c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.23.2 A person may not aid or conspire with another person to commit an act under **Section 4.21**.

4.23.3 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 (5) years or both.

4.24 Payments by Electronic Funds Transfer

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

4.24.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

4.24.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.25 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at: http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf.

4.26 Electronic Procurements Authorized

4.26.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

426.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

4.26.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://procurement.maryland.gov), and electronic data interchange.

4.26.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.24 describing payments by Electronic Funds Transfer), the following

transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

a) The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:

1) The MS-IFB;

2) Any amendments;

3) Pre-Bid conference documents;

4) Questions and responses;

5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;

6) Notices of award selection or non-selection; and

7) The Procurement Officer's decision on any Bid protest or Contract claim.

The Bidder or potential Bidder may use e-mail to:

8) Submit Bids;

9) Ask questions regarding the solicitation;

10) 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, but only on the terms specifically approved and directed by the Procurement Officer and;

11) Submit a "No Bid Notice/Vendor Feedback Form" to the MS-IFB.

12) Filing of bid protests;

13) Filing of Contract claims.

The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.26.4** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

A. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

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

4.27 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.28 VSBE Goal

There is no VSBE participation goal for this procurement.

4.29 Living Wage Requirements

There is no Living Wage requirement for this procurement.

4.30 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.31 Conflict of Interest Affidavit and Disclosure

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

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

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

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

4.32 Non-Disclosure Agreement

4.32.1 Non-Disclosure Agreement (Bidder)

A Non-Disclosure Agreement (Bidder) is not required for this procurement.

4.32.2 Non-Disclosure Agreement (Contractor)

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

4.33 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.34 Nonvisual Access

4.34.1 By submitting a Bid in response to this MS-IFB, the Bidder, if selected for award warrants that any Information Technology offered under the Bid will meet the Non-visual Access Clause noted in COMAR 21.05.08.05 and described in detail below. The Non-visual Access Clause referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland

regulations, which can be found at: www.doit.maryland.gov, keyword: NVA. Note that the State's Non-visual Access Clause has distinct requirements not found in the federal Section 508 clauses.

4.34.2 The Bidder warrants that the Information Technology to be provided under the Contract:

a) Provides equivalent access for effective use by both visual and non-visual means;

b) Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;

c) If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

d) Is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

4.34.3 The Bidder further warrants that the cost, if any, of modifying the Information Technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of the Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

4.35 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.36 Location of the Performance of Services Disclosure

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

4.37 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.38 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.39 Small Business Preference (SBP) Procurement

This solicitation is not designated as a Small Business Preference (SBP) Procurement.

4.40 Use of Contractor's Form Not Binding on State

The Bidder may not substitute, modify, or provide any other document in lieu of the documents provided with this bid. Only those forms and documents provided with this solicitation and by the Procurement Officer will be considered acceptable as bid submission.

4.41 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: http://dllr.maryland.gov/paidleave/.

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5 Bid Format

5.1 Two Part Submission

Bidders shall submit Bids in separate volumes:

- Volume I –Technical Submission
- Volume II – Bid Form Submission

Each Bid shall be submitted in the following manner:

a. Technical submission, including a sample picture and specifications for the turnstiles shall be submitted to the Procurement Officer by email that is password protected on the Bid due date.

b. Bid Submission, including all Bid pricing/cost information on **Attachment B** shall be submitted by e-mail that is password protected on the Bid due date.

After Technical Bids have been reviewed, Bidders whose Technical Bids are determined not to be acceptable, based upon the technical criteria, will be notified in writing that their Bids are not acceptable and being rejected, included with the rejection notice. Bid Forms from only those Bidders whose Technical Bids have been found acceptable shall be reviewed.

5.1.2 Bid Submission

a. Each Bidder shall submit its Bid with all required documents (see IFB Section 5.4) using electronic means as described below:

"Electronic means" include submission online at https://emma.maryland.gov or by e-mail at deja.bracey1@maryland.gov.

E-mail submission:

1) All Bids submitted via e-mail shall be password protected.

2) The Procurement Officer will not accept submissions after the date and time stated in the Key Information Summary Sheet. The date and time of submissions will be determined by the date and time of arrival in the Procurement Officer's e-mail box. Time stamps on outgoing e-mail from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02(F), Bids received by the Procurement Officer after the due date will not be considered.

3) To restrict access to Bids received via e-mail, all e-mail submissions shall be password protected. Bidders shall provide the password to the Department upon request or their Bids will be deemed not susceptible for award. Subsequent submissions of Bids will not be allowed.

4) Bids submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2).

5) Each e-mail submission shall clearly state the solicitation title and solicitation number on the subject line.

5.2 Labeling

The e-mail submission subject line shall state the MS-IFB Title and solicitation number.

5.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

5.4 Required Bid Submission

A Bidder shall include the following with its Bid:

5.4.1 **Bidder Information Sheet** (see **Appendix 2**)

5.4.2 **Company Profile** (see **Appendix 3)**

5.4.3 **Acknowledgement** of all addenda to this IFB.

5.4.4 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB **Section 1**. If references are required in **IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.

5.4.5 **Completed Required Attachments**. With original signatures:

1) Completed Bid Form (**Attachment B**).
2) Completed Bid Affidavit (**Attachment C**).
3) Provide sufficient documentation, including **pictures and detailed manufacturer specification's,** for the installation of the turnstiles described in this IFB **(Section 2.3-Responsibilities and Tasks)**.

5.4.6 **Additional Document *<u>If Required</u>**. With original signatures, if required. *See appropriate IFB section to determine whether the document is required for this procurement.

1) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) ***see IFB section 4.31**

5.4.7 **References.** At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the goods and services specified in this IFB. References used to meet any Minimum Qualifications (see IFB **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided goods and services within the past five (5) years and shall include the following information:

1) Name of client organization;
2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.

5.4.8 **List of Current or Prior State Contracts**. Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

1) The State contracting entity;
2) A brief description of the goods and services provided;
3) The dollar value of the contract;
4) The term of the contract;
5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
6) 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 used by the Procurement Officer to determine the responsibility of the Bidder and considered as part of the experience and past performance evaluation criteria of the IFB.

5.4.9 **Financial Capability**. The Bidder must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

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

1) Dun & Bradstreet Rating;
2) Standard and Poor's Rating;
3) Lines of credit;
4) Evidence of a successful financial track record; and
5) Evidence of adequate working capital.

5.4.10 **Certificate of Insurance.** The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

5.4.11 **Subcontractors.** The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.

5.4.12 **Legal Action Summary.** This summary shall include:

1) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;

2) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

3) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

4) In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.5 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit with original signatures of each of the following documents:

A. Signed contract (Attachment M),

B. Completed Contract Affidavit (Attachment N),

C. Signed Non-Disclosure Agreement (Attachment I), if applicable; see IFB Section 4.32, and

D. Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section 3.6 “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB Section 3.6.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment B** - Bid Form.

6.2 Reciprocal Preference

6.2.1 Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

a) The Maryland resident business is a responsible Bidder;

b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;

c) The other state gives a preference to its resident businesses through law, policy, or practice; and

d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.3 Award Determination

Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price.

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7** – **IFB Attachments and Appendices**.

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7 IFB ATTACHMENTS AND APPENDICES

Instructions Page

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as "with Bid" in the "When to Submit" column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the "Applies" and "Label" columns in Table 1.

For documents required as part of the Bid:

1. For e-mail submissions, submit one (1) copy of each with signatures.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the "When to Submit" column.

For documents required after award, submit one (1) copy of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the "When to Submit" column.

Table 1: IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Bid	A	Pre-Bid Conference Response Form
Y	With Bid	B	Bid Instructions and Form
Y	With Bid	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-

Applies?	When to Submit	Label	Attachment Name
			content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Appendices			
Applies?	**When to Submit**	**Label**	**Attachment Name**
Y	n/a	1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	With Bid	3	Appendix: Company Profile
Y	n/a	4	Quarterly Vendor Performance Report
Additional Submissions			
Applies?	**When to Submit**	**Label**	**Document Name**
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see **Section 3.5**); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

Attachment A. Pre-Bid Conference Response Form

Solicitation Number 20-MX-013

Turnstiles at Baltimore City Juvenile Justice Center

The Pre-Bid Conference is scheduled for **January 12, 2021** at **11:00 AM** via Hang Out Meets: **meet.google.com/dpo-uwhf-aea** or by phone: **+1 401-753-4335 PIN: 368 783 558#.** Attendance at the scheduled Pre-Bid Conference/Site Visit is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their bids.

Please return this form by **2:00 PM on January 8, 2021**, advising whether or not your firm plans to attend the web conference. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Deja Bracey
DJS
E-mail: deja.bracey1@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.
Attendees (Check the IFB for limits to the number of attendees allowed):
1.
2.
3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 4.1"Pre-Bid conference"):

Bidder: _____
Bidder Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Bid Instructions & Form

Attachment B-1 Instructions and B-2 Bid Form are provided as a separate Microsoft Excel Document.

Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf.

Attachment M. Contract

Department of Juvenile Services (DJS)

"Turnstiles at Baltimore City Juvenile Justice Center (BCJJC)"

20-MX-013

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20___ by and between _____ (the "Contractor") and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF JUVENILE SERVICES ("DJS" or the "Department").

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, 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 _____ (Bid date).

1.2 "COMAR" means Code of Maryland Regulations.

1.3 "Contractor" means the entity first named above whose principal business address is (Contractor's primary address) and whose principal office in Maryland is (Contractor's local address), whose Federal Employer Identification Number or Social Security Number is (Contractor's FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).

1.4 "IFB" means the Invitation for Bids for Turnstiles at Baltimore City Juvenile Justice Center (BCJJC), Solicitation # 20-MX-013, and any amendments, addenda, and attachments thereto issued in writing by the State.

1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.6 "State" means the State of Maryland.

1.7 "Veteran-owned Small Business Enterprise" (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the IFB.

2. Scope of Contract

2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-C, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The MS-IFB

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. 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 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

3.1 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.

3.2 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

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 in the Bid. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Bid.

4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by IFB section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

(1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

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 (as defined in **Section 7.2**), 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 made 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.

5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

6.1 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.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8**. **Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent 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 pursuant to its rights granted under the Contract.

7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation

to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.

7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on http://www.opensource.org/licenses/alphabetical) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, 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 or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and

Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

8.2 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 rightfully 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.

9. Loss of Data

9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, 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. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **IFB Section 3.7**.

9.3 Protection of data and personal privacy (as further described and defined in IFB Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **IFB Section 3.7**.

10. Indemnification and Notification of Legal Requests

10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

10.2. The State has no obligation: (i) 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 against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice The

Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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 Prevails

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

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

13.3 Any and all references to the Maryland Code, annotated and 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (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 or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership,

corporation, or other entity, other than a bona fide employee or agent, 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 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 Default

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. 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 21.07.01.12A (2).

19. Delays and Extensions of Time

19.1 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.

19.2 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 Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, 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 Section13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business 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, $200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

a. 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;

b. 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;

c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

d. 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.

27. Cost and Price Certification

27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Bid.

27.2 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, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement

Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, 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.

29. Limitations of Liability

29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

(a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;

(b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

(c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.

29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

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 under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise 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.

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and

Procurement Article of the Annotated Code of Maryland, 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 four (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 Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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.

30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

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 to the Contractor;

(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 **section 31**, 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 MBE 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. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

Verification shall include a review of:

i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

(b) If the Department determines that the Contractor is not in compliance 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.

(c) 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 any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

(d) 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. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e,g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. 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:

Stacia Dashiell (Contract Monitor)

Department of Juvenile Services

300 N. Gay Street

Baltimore, MD 21202

Phone Number: 443-263-8563

E-Mail: stacia.dashiell@maryland.gov

With a copy to:

Deja Bracey

Department of Juvenile Services (DJS)

217 E Redwood Street, 20th Floor

Baltimore, MD 21202

Phone Number: 410-230-3327

E-Mail: deja.bracey1@maryland.gov

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

39. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

40. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

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

Contractor: <<ContractorName>>	State of Maryland Department of Juvenile Services (DJS)
By: <<Contractor Signer>>	By: Sam Abed, Secretary
Date:	Date:
Witness/Attest:	Witness/Attest:

Approved for form and legal sufficiency
this ____ day of _____, 20___.

_____
Assistant Attorney General

Attachment N. Contract Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf.

Appendix 1. Abbreviations and Definitions

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

A. Bid – The Bidder's Bid.

B. Bidder – An entity that submits a Bid in response to this MS-IFB.

C. Bid Price Form or Bid Form - The Attachment B Bid Form.

D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of "Normal State Business Hours" below).

E. COMAR – Code of Maryland Regulations available on-line at http://www.dsd.state.md.us/COMAR/ComarHome.html.

F. Consecutive – uninterrupted services provided from one year to next.

G. Continuous – period of time when the contractor has maintained work for a client.

H. Contract – The Contract awarded to the successful Bidder pursuant to this MS-IFB. The Contract will be in the form of **Attachment M**.

I. Contract Commencement - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

J. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

K. Contractor – The selected Bidder that is awarded a Contract by the State.

L. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.

M. Department of Juvenile Services or (DJS or the "Department").

N. eMMA – eMaryland Marketplace Advantage (see IFB **Section 4.2**).

O. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

P. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

Q. Multi-Step Invitation for Bids (MS-IFB) – This Multi-Step Invitation for Bids issued by the Department of Juvenile Services (DJS), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.

R. 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 – keyword: State Holidays.

S. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

T. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.

U. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

V. State – The State of Maryland.

W. Total Bid Price - The Bidder's bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.

X. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2 Bidder Information Sheet

Appendix 2. Bidder Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3 Company Profile

COMPANY PROFILE

Solicitation No.: 20-MX-013
TITLE: Turnstiles at Baltimore City Juvenile Justice Center (BCJJC)
AGENCY: Department of Juvenile Services (DJS)

FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID *NON-RESPONSIVE*.

THE BIDDER SHALL SUBMIT A MINIMUM OF THREE (3) REFERENCES THAT REFLECT A MINIMUM OF THREE (3) COMPLETE AND CONSECUTIVE YEARS OF SUCCESSFUL SERVICE PERFORMANCE WITHIN THE LAST TEN (10) YEARS COMPARABLE IN SCOPE, TYPE, SIZE, MAGNITUDE, AND COMPLEXITY AS REQUIRED IN THE IFB.

Company Name:		
Address:		
City:	State:	Zip Code:
Federal ID No.:		
Point of Contact:	Email Address:	
Phone No.:	Fax No.:	
Date of Incorporation:		
Number of Years in Business under Present Name:		
List Other/Former Names under which your Organization has Operated: (If your company has been in operation for more than three years yet only registered in Maryland for less than that time, **submit with your bid** evidence of the formation for your company outside of Maryland)		
Type of Organization (i.e., Corporation, Partnership, Individual, Joint Venture):		

Information furnished in response to this questionnaire and any verification made by DJS shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by the DGS, the State reserves the right to determine the bidder as **not responsible**, which will cause the rejection of their bid.

Attach a copy of all current Licenses, Permits and Certificates as deemed appropriate and required by State, Federal and Local Laws.

DJS reserves the right to request any other information and data for the purpose of determining the bidder's ability to perform the contract.

List at least three (3) but no more than five (5) Company Clients for work similar in scope to the requirements of this IFB. Please furnish all requested information. If more space is needed for type of service provided, please list on an additional sheet. All references must be reachable and willing to furnish information by email or telephone conversation. Please PRINT clearly.

#1. Company:	**Contact Person:**	
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) ☐ Armed Uniformed Guard - Shift ☐ Unarmed Uniformed Guard - Shift ☐ Armed Uniformed Guard – 24/7/365 ☐ Unarmed Uniformed Guard – 24/7/365	☐ HVAC Maintenance ☐ Elevator Maintenance ☐ Janitorial Service ☐ Pest Control ☐ Other:_____	
Term of Contract: Start (Month/Year)_____ End (Month/Year)_____ **Do not indicate "to the present"**	Contract Value: $_____ ☐ Annual ☐ Three years ☐ Other _____	
Size (Sq. Footage) and describe the Type of Facility:		
Please describe in detail the services that were provided:		

#2. Company:	**Contact Person:**	
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) ☐ Armed Uniformed Guard - Shift ☐ Unarmed Uniformed Guard - Shift ☐ Armed Uniformed Guard – 24/7/365 ☐ Unarmed Uniformed Guard – 24/7/365	☐ HVAC Maintenance ☐ Elevator Maintenance ☐ Janitorial Service ☐ Pest Control ☐ Other:_____	
Term of Contract: Start (Month/Year)_____ End (Month/Year)_____ **Do not indicate "to the present"**	Contract Value: $_____ ☐ Annual ☐ Three years ☐ Other _____	
Size (Sq. Footage) and describe the Type of Facility:		
Please describe in detail the services that were provided:		

#3. Company:	**Contact Person:**	
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) ☐ Armed Uniformed Guard - Shift ☐ Unarmed Uniformed Guard - Shift ☐ Armed Uniformed Guard – 24/7/365 ☐ Unarmed Uniformed Guard – 24/7/365	☐ HVAC Maintenance ☐ Elevator Maintenance ☐ Janitorial Service ☐ Pest Control ☐ Other:_____	
Term of Contract: Start (Month/Year)_____ End (Month/Year)_____ **Do not indicate "to the present"**	Contract Value: $_____ ☐ Annual ☐ Three years ☐ Other _____	
Size (Sq. Footage) and describe the Type of Facility:		
Please describe in detail the services that were provided:		