

Larry Hogan  
Governor

Boyd K. Rutherford  
Lt. Governor



Ellington E. Churchill, Jr.  
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES  
OFFICE OF THE SECRETARY

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**INVITATION FOR BIDS**

**BID NUMBER: 001IT820612/MDDGS31029559**

**Issue Date: March 28, 2017**

**Defibrillators and Accessories  
for  
Department of General Services -Statewide**

**NOTICE**

A Prospective Bidder that has received this document from the DGS website or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED  
TO RESPOND TO THIS SOLICITATION**

**STATE OF MARYLAND  
DEPARTMENT OF GENERAL SERVICES**

**IFB KEY INFORMATION SUMMARY SHEET**

**Invitation for Bids: Defibrillators and Accessories for Statewide**

**Solicitation Number:** 001IT820612/MDDGS31029559

**IFB Issue Date:** March 28, 2017

**IFB Using Agency:** Statewide

**Procurement Officer:** Iris Lester Bell  
301 West Preston Street, Room M-3  
Baltimore, MD 21201  
**Phone: 410-767-4612 Fax: 410-333-5509**  
**e-mail: iris.lester@maryland.gov**

**Contract Monitor:** Iris Lester Bell  
301 West Preston Street, Room M-3  
Baltimore, MD 21201  
**Phone: 410-767-4612 Fax: 410-333-5509**

**Bids are to be sent to:** Online at eMarylandMarketplace  
<https://emaryland.buyspeed.com/bs0>

**Pre-Bid Conference:** None

**Closing Date and Time:** Tuesday, April 18, 2017 at 2:00 PM Local Time

**MBE Subcontracting Goal:** 0 %

**VSBE Subcontracting Goal:** 0%

**QUESTIONS & ANSWERS**

All questions pertaining to this solicitation must be submitted on eMarylandMarketplace (eMM)  
under the Q & A tab by the close of business April 12, 2017

**CONTENTS OF THIS SOLICITATION PACKAGE**

<b>Section A</b>	General Information
<b>Section B</b>	Terms and Conditions
<b>Section C</b>	Specifications
<b>Section D</b>	Supplemental Terms and Conditions ( <b>Exhibits A, B,C,D,E</b> )

<b>Attachment A</b>	Minority Business Enterprise Utilization Procedures n/a
<b>Attachment B</b>	Bid/Proposal Affidavit
<b>Attachment C</b>	Contract Affidavit
<b>Attachment D</b>	Mercury Affidavit
<b>Attachment E</b>	Conflict of Interest Affidavit and Disclosure
<b>Attachment F</b>	Company Profile
<b>Attachment G</b>	No Bid Notice

# SECTION A

## GENERAL INFORMATION

### The Department of General Services - Statewide

#### Solicitation #001IT820612 / MDDGS31029559

#### A. OBJECTIVE:

The purpose of this contract is to obtain a supply for Defibrillators and Accessories for DGS-Statewide at a percentage off a catalog price list at a firm fixed price for the term as shown herein. It is the intent of the State to award multiple contracts for Defibrillators and Accessories to the responsive and responsible Bidder. Prices should be on the catalog price list and all shipping charges are to be included.

Successful Vendor(s) shall be responsible for ensuring that the Defibrillators and Accessories supplied in accordance with the specification. The State reserves the right to inspect each load prior to acceptance by the State, for compliance with the specifications herein. Inspection may be made by an authorized representative of the State at the source of supply, point of delivery, or both.

#### B. BASIS OF AWARD:

The award for this solicitation will be made by LOT to the responsive and responsible Vendor with the highest percentage off catalog price list, as determined by the Procurement Officer to be in the best interests of the State of Maryland.

Vendor shall submit a bid price percentage based on product description (specification) and unit of measure specified on the Bid Form and on each line. **For example:**

Unit of Measure (U/M) – lot (lt)

% off catalog price list

#### C. METHOD OF BIDDING:

All bids, affidavits, and/or responses to attachments shall be submitted electronically through eMarylandMarketplace (eMM) with the bid response. Bids submitted through the mail, faxed, hand delivered, etc. will not be accepted or considered.

Multiple or alternate bids will not be acceptable unless otherwise stated in the State solicitation documents.

#### D. SCOPE OF CONTRACT:

This is a three (3) year contract with two (2), one (1) year renewal options.

Contracts will remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate any contract without showing cause upon thirty (30) days written notice.

Any item listed herein not delivered in a timely manner or does not conform to the requirements of the contract, may be purchased on the open market by the using agency. The Contractor will be charged for any product cost incurred by the State that is in excess of the contracted price.

#### E. PRICE ESCALATION:

n/a

**F. EXCEPTIONS:**

The published specifications are meant to describe equipment suitable for the intended application and are not meant to be restrictive in any way. Any and all specifications determined by the bidder to be restrictive must be addressed in writing to the Procurement Officer, Iris Lester Bell, via e-mail at [iris.lester@maryland.gov](mailto:iris.lester@maryland.gov) by the close of business on April 18, 2017. After Bid Opening, any exceptions to the bid specifications will not be accepted or considered.

**G. UNIT PRICES:**

Should the Contractor be required to perform work over and above that required by the Contract documents, or should the Contractor be ordered to omit work required by the Contract documents, an equitable adjustment will be made to the Contract price. In determining the amount of any such extra to the Contractor which is governed by unit prices, the amount of the extra will be the unit price bid by the Contractor or a reasonable price, whichever is less. In determining the amount of any such credit due the State which is governed by unit prices, the amount of the credit will be the unit price bid by the Contractor or a reasonable price, whichever is greater. Unit prices quoted will be the same for extra work and for credit work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. The Procurement Officer will issue one or more Contract modifications to authorize any such additions or deletions of work.

**H. REQUIRED DOCUMENTATION AND INFORMATION:**

All forms, instructions, terms and conditions are available online. It is recommended that Vendors download all online forms and attachments (Exhibits A, B, C, D, E) for future reference.

**The following documentation and requested information shall be provided in the format specified by bid due date and time unless stated otherwise below. Failure to provide the requested documentation or information may cause your bid to be deemed not responsive and rejected from consideration. Note: It is the Vendor's responsibility to confirm receipt of all requested documents.**

1. **MANDATORY AFFIDAVITS** - All affidavits are to be completed and provided as an attachment to your bid on eMM. If you have difficulty attaching the affidavits to your bid response, please contact the eMM help desk at 410-767-1492. Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.

**Note:** For the purpose of the bid/proposal and contract affidavits, domestic/foreign refers to whether your firm is an in-state or out-of-state corporation. If your firm is not located in the State of Maryland, please designate it as 'foreign' and provide the name of your resident agent (Maryland address), if applicable.

2. **REFERENCES** - Prior to submitting a bid for the commodity in the specifications, the firm shall be in existing and have no less than three (3) years' experience in providing products that are equal to or comparable to the scope and magnitude required by the specifications.

In order to expedite the award process, it is very important for you to include the references as detailed. With each reference, list details of volume of sales for each location, a contact person, current working telephone number, e-mail address, time period of contract and dollar amount of contract. **References are to be submitted as an attachment with your bid on eMarylandMarketplace (eMM).** The Vendor shall supply this information by filling out and returning **Vendor Company Profile** with their bid response.

Failure to promptly provide information that leads to a determination of responsibility is grounds for rejection of the bid.

3. **MBE INFORMATION** - The goal of the State of Maryland's Minority Business Enterprise (MBE) Program is to attempt to provide a fair share of procurement contracts to Certified Minority Business Enterprises. There is a 0 % MBE participation for this bid.

The Maryland State Department of General Services adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise (MBE) vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise (MBE) vendors shall be represented, in subcontract, with a 0 % MBE participation goal in the total bid price of this solicitation.

Additional information regarding the State of Maryland MBE and Small Business Reserve (SBR) programs can be found on eMarylandMarketplace.

**4. ADDITIONAL TERMS & CONDITIONS:**

Any questions regarding this solicitation shall be submitted on eMarylandMarketplace (eMM) under the Q & A Tab no later than the close of business on March 12, 2017. **Questions will not be accepted by email, telephone or fax.** Information or instructions pertaining to this solicitation received from any other source are not valid.

Prices quoted shall be valid for ninety (90) days after bid opening.

This solicitation is in accordance with Code of Maryland Regulations (COMAR) 21.11.05.03B. One or more Preference Providers may respond to this solicitation. Any subsequent contract may be awarded to a preference provider if: (1) its bid price is deemed a fair market price by the Department of General Services, and (2) it accepts the terms and conditions contained in this solicitation. A fair market price is defined, for this solicitation, as the average total price of all responsive bids from responsible Vendors, excluding those bids received from certified sheltered workshops.

**5. RECIPROCAL PREFERENCE:**

A Preference will be given to the responsive and responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a business preference is provided, the preference shall be the same as that provided by the State in which the nonresident firm is located. A **non-resident Vendor** submitting a bid/proposal for a State project shall be provided an attachment to the bid/proposal a copy of the current statute, resolution, policy procedure or executive order of the resident State of the nonresident Vendor that pertains to that State's treatment of nonresident Vendors.

**6. BILLING:**

Contractor shall include the following information on all invoices; name of company, address, including 9 digit zip code, FEIN number, a contact name and phone number (including toll free) for placing orders. Failure to do so may result in delay of payment.

**7. PRE-BID CONFERENCE: N/A**

**9. KICK OFF MEETING: N/A**

**10. NO BID NOTICE:**

The Department of General Services is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, Attachment G, and email it to the Procurement Officer, Iris Lester Bell at [iris.lesters@maryland.gov](mailto:iris.lesters@maryland.gov). We will review your responses and suggestions and try to incorporate them in our procedures.

## **SECTION B**

### **TERMS AND CONDITIONS**

**The Department of Health and Mental Hygiene-Anatomical Embalming for Anatomical Embalming Fluid  
Solicitation #001IT820612 / MDDGS31029559**

**1. INCORPORATION BY REFERENCE:**

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

**2. TAX EXEMPTION:**

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

**3. SPECIFICATIONS:**

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

**4. DELIVERY AND ACCEPTANCE:**

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**5. NON-HIRING OF EMPLOYEES:**

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or 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.

**6. NON-DISCRIMINATION IN EMPLOYMENT:**

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**7. FINANCIAL DISCLOSURE:**

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more, during a calendar year shall, within 30 days of the time when the \$100,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

**8. POLITICAL CONTRIBUTION DISCLOSURE:**

The Contractor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

**9. ANTIBRIBERY:**

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**10. REGISTRATION:**

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us), and phone numbers for the State Department of Assessments and Taxation are: **(410) 767-1340 or (888) 246-5941**.

**11. CONTINGENT FEES:**

The Contractor warrants that it has not employed or retained any person, partnership, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it 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 agreement.

**12. EPA COMPLIANCE:**

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):**

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

**14. TERMINATION FOR CONVENIENCE:**

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. 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).



**15. TERMINATION FOR DEFAULT:**

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor 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 21.07.01.11B.

**16. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:**

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland 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.

In accordance with COMAR 21.10.02.02 the Department will **not** accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

**17. MULTI-YEAR CONTRACTS:**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning or the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

**18. INTELLECTUAL PROPERTY:**

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

**19. MARYLAND LAW PREVAILS:**

The provisions of this contract shall be governed by the laws of Maryland.

**20. CONTRACTOR'S INVOICES:**

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types of organizations.

**21. PAYMENT OF STATE OBLIGATIONS:**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than 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, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

**<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>**

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

**22. PRE-EXISTING REGULATIONS:**

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

**23. INDEMNIFICATION:**

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement.

**24. CONFLICTING TERMS:**

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

**25. DRUG AND ALCOHOL FREE WORKPLACE:**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

**26. CHANGES; WORK ORDERS:**

**Changes:** The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the specifications (including drawings and designs);

In the method or manner of performance of the work;

In the State-furnished facilities, equipment, materials, services, or site; or

Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient

additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, "work" means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

**Miscellaneous:** In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a "Work Order"). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a "change order," does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State's terms (including a promise to pay the Contractor a "not to exceed" ("NTE") amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

The terms "not to exceed" and "NTE" when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

**27. RETENTION OF RECORDS:**

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

**28. COMPLIANCE WITH LAWS:**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland 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 of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 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.

**29. COST AND PRICE CERTIFICATION:**

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 a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or smaller amount set by the procurement officer; or
- B. A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.

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 agreed upon between the parties, was inaccurate, incomplete, or not current.

**30. BID / PROPOSAL AFFIDAVIT:**

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

**31. CONTRACT AFFIDAVIT:**

The successful Bidder or Offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

**32. PUBLIC INFORMATION ACT NOTICE:**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

**33. MINORITY BUSINESS ENTERPRISE NOTICE:**

Minority Business Enterprises are encouraged to respond to this solicitation.

**34. ARREARAGES:**

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

**35. MULTIPLE OR ALTERNATE BIDS:**

Unless multiple or alternate bids are requested in the solicitation, multiple or alternate bids may not be accepted. If the solicitation does not request multiple or alternate bids, if received they will be treated in accordance with COMAR 21.05.02.21.

**36. BPO/PO AS CONTRACT:**

This provision applies to all procurement contracts procured by the Department of General Services except contracts for the procurement of architectural and engineering services for a price of greater than \$200,000.

As used in this provision, a bid refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.

As used in this provision, a Bidder refers to a Bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.

As used in this provision, a solicitation means an Invitation for Bids, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.

The Bidder's execution and submission of a responsive bid constitutes a promise by the Bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the Bidder and the Department may agree.

Upon acceptance of a bid, the Procurement Officer may issue a Blanket Purchase Order (BPO), in a form to be determined by the Department, to the Bidder accepting the bid and binding the Bidder to a contract. The execution and issuance of a BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which

shall consist of the executed BPO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the BPO, the bid, or by operation of law, and the executed bid of the Bidder. If the Procurement Officer issues a BPO, at the option of the Procurement Officer it will not be necessary for the Bidder to execute the BPO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

The BPO; then

The Solicitation; and then

The Bid.

**37. RETURNED GOODS:**

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

**38. PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITY CONTRACTS: N/A**

**39. ELECTRONIC TRANSACTION FEE:**

- A. Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.
- B. The electronic transaction fee shall be submitted to the Department of General Services, Fiscal Services Division, 301 W. Preston Street, Room 1309, Baltimore, MD, 21201, within ten (10) calendar days following the end of each calendar month along with a **Monthly Usage Report** documenting all contract sales. An excel version of the **Monthly Usage Report** shall be emailed to the Program Manager, **LISA MCDONALD** at [lisa.mcdonald@maryland.gov](mailto:lisa.mcdonald@maryland.gov), and to **EBONY SALAKO** at [awawu.salako@maryland.gov](mailto:awawu.salako@maryland.gov).
- C. Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$10,000.00 or one (1%) percent of the contract's estimated annual value, whichever is higher.
- D. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

**40. eMM CATALOG:**

The contract awardee is required to register as a vendor in the eMaryland Marketplace eCatalog directory (online shopping environment). It offers a virtual shop front for your goods and services to be purchased with ease across the State through the system. Please contact Cathy Marzola at (410) 767-1492 or [cathy.marzola@maryland.gov](mailto:cathy.marzola@maryland.gov) regarding information and instructions on joining the eMM eCatalog. You must coordinate the upload of your product catalog to ensure maximum use of your products and services per contract terms.

## **SECTION C**

### **SPECIFICATIONS**

**The Department of General Services – Statewide**

**Solicitation #001IT820612 / MDDGS31029559**

#### **General Information:**

Contract Period: May 15, 2017 through May 15, 2020 with two (2), one (1) year renewal options.

There is a processing fee as mentioned and detailed in the solicitation.

Quotes for this contract shall be presented based on percent off vendors published catalog price list. Bidders must submit a copy of the price list with the bid, failure submit a copy of the list will result in rejection of the bid. Please state the effective date in the comments section for the catalog price list.

This quotation is submitted with the understanding that the vendor shall comply with all Federal and State Osha regulations. The State of Maryland Procurement regulations in effect at the time of submission and the instructions provided here-in.

Vendors agree to supply the State of Maryland with copies of the price lists as requested by the using agencies at no charge. The addition of items and deletion of discontinued items will be permitted at the anniversary of the contract. Vendor, however must submit documentation to the Procurement Officer for approval and modification 60 days prior to the contract anniversary. Documentation to include product availability date, specifications and list price. The BPO percentage off list price will apply to new items.

Remember, do not enter a dollar amount. On the line item uncheck the **no bid** box Hit save and continue and attach the catalog price list and the percentage off under the attachment tab.

**ATTACHMENT A**  
**THERE IS NO MBE GOAL FOR THIS ITB**

MBE Utilization and Fair Solicitation Affidavit  
and MBE Participation Schedule  
Version 7/9/14

# MANDATORY AFFIDAVITS

*Bid/Proposal Affidavit*

*Contract Affidavit*

*Mercury Affidavit*

*Conflict of Interest Affidavit*



## **ATTACHMENT B**

### **COMAR 21.05.08.07 Bid/Proposal Affidavit**

#### **A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I (*print business name*) \_\_\_\_\_

possess the legal authority to make this Affidavit.

#### **B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder hereby certifies and agrees that the following information is correct:

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

##### **B-1. Certification Regarding Minority Business Enterprises**

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

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

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

##### **B-2. Certification Regarding Veteran-Owned Small Business Enterprises**

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or,
  - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court;
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court;
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (iii) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (iv) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3,4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court;
- (i) Made the finding; and
- (ii) Decision became final; or

- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
  - (ii) Not overturned on judicial review;

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1) through (14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT:**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES:**

I FURTHER AFFIRM THAT:

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN:**

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

**Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.**

N. **ACKNOWLEDGEMENT:**

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

**By:** \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT C**

**COMAR 21.07.01.25  
Contract Affidavit**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I (*print business name*) \_\_\_\_\_

possess the legal authority to make this Affidavit.

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

I FURTHER AFFIRM THAT:

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

- (1) Corporation \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (2) Limited Liability Company \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (3) Partnership \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (4) Statutory Trust \_\_\_\_\_ domestic or \_\_\_\_\_ foreign;
- (5) \_\_\_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

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

**Name and Department ID:**

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

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

Name and Department ID Number: \_\_\_\_\_

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

**C. FINANCIAL DISCLOSURE AFFIRMATION:**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION:**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**E. DRUG AND ALCOHOL FREE WORKPLACE:**

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;
  - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or



- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID:**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_  
 (Authorized Representative and Affiant)

\_\_\_\_\_  
 (Printed or Typed Name)

**ATTACHMENT D**

**COMAR 21.05.08.09**

**MERCURY AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_

and the duly authorized representative of (business) \_\_\_\_\_

\_\_\_\_\_

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. MERCURY CONTENT INFORMATION**

[\_\_\_\_\_] The product(s) offered do not contain mercury.

OR

[\_\_\_\_\_] The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

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

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

(Authorized Representative and Affiant)

\_\_\_\_\_  
(Printed or Typed Name)

**ATTACHMENT E**

**COMAR 21.05.08.09**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

\_\_\_\_\_  
(Printed or Typed Name)

**ATTACHMENT F**

**VENDOR COMPANY PROFILE**

**IFB #: 001IT820612 Title: The Department of General Services – Statewide –Defibrillators and Accessories**

**NOTICE TO BIDDERS:**

1. FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID NON-RESPONSIVE.
2. BIDDERS SHALL HAVE AT LEAST THREE (3) YEARS EXPERIENCE IN PROVIDING SIMILAR TYPE WORK AS SPECIFIED IN THIS IFB.

Information furnished in response to this questionnaire and any verification made by the DGS 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 non-responsible, which will cause the rejection of their bid. This form will be used in assessing a Vendor's qualifications and capability to perform the scope of work for a contract with the State of Maryland.

**CUSTOMER SERVICE CONTACT INFORMATION**

The name of Vendor's representative to be contacted for information, service, or problem-solving that may be required by the end user of the contract.

**Name of Bidding Entity:** \_\_\_\_\_

**Name of Representative:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Years in Business:** \_\_\_\_\_ **Federal ID:** \_\_\_\_\_

**Type of Organization (i.e., Corporation, Partnership, Individual, Joint Venture):** \_\_\_\_\_

**Former Names Under Which Your Organization has Operated:** \_\_\_\_\_

\_\_\_\_\_

**REFERENCES**

Please complete Reference information for Sections 1, 2, and 3. **Note:** For each Reference listed, all fields should be complete. If no references, indicate 'None' in the appropriate Section.

**Section 1:** List contract awards to your Company by the State of Maryland within the last three (3) years and provide the information requested for each column.

<b>Contract/Project Name</b>	<b>Contract Number</b>	<b>Agency Name</b>	<b>Agency Representative</b>	<b>Contact Information (Phone &amp; E-Mail)</b>

**Section 2:** List other contracts of similar size and scope performed within the last three (3) years and provide the information requested for each column.

<b>Contract/Project Name</b>	<b>Contract Duration</b>	<b>Client Name</b>	<b>Client Representative</b>	<b>Contact Information (Phone &amp; E-Mail)</b>

**Section 3:** Provide a list of contracts terminated for cause prior to their natural expiration date during the last three (3) years and provide the information requested in each column.

<b>Client Name</b>	<b>Contact Name</b>	<b>Contact Information (Phone &amp; E-Mail)</b>	<b>Reason for Termination</b>

**ATTACHMENT G**

**NO BID NOTICE**

**Vendor/Contractor:**

**The Department of General Services has solicited your participation in the following Invitation for Bids:**

**IFB #: 001IT820612 Title: The Department of General Services – Statewide**

**Title:** Defibrillators and Accessories

If you do not intend to bid, please complete the following and return this notice:

I \_\_\_\_\_ **did not bid on this**

**IFB/RFP because: (check one or more)**

**Do not have the necessary equipment, labor and capital required.**

**Do not have the experience necessary to perform the work.**

**Unable to get bonding and/or special insurance. Please be specific:**

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

**Time for completion is too short.**

**General Conditions contain requirements which I do not understand.**

**General Conditions contain requirements with which I disagree. Please explain:**

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

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

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

(Authorized Representative)

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

(Company Name)

**NOTE:** Complete form only if you do not intend to bid. DGS is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance. Please fax this form to Stacey Pollitt at e-mail: [iris.lester@maryland.gov](mailto:iris.lester@maryland.gov). Vendors are asked not to submit this form on eMM.