Maryland Logo

**OFFICE OF STATE PROCUREMENT (OSP)**

**DEPARTMENT OF GENERAL SERVICES**

COMMUNITY SERVICE PROVIDER

DETAILED SPECIFICATIONS

BLANKET PURCHASE ORDER No. (BPO) (BPO number)

**Issue Date: (date of issuance)**

(CONTRACT TITLE)

for

(AGENCY)

**STATE OF MARYLAND**

**DEPARTMENT OF GENERAL SERVICES**

**KEY INFORMATION SUMMARY SHEET**

**Detailed Specification:** (CONTRACT TITLE)

**BPO Number: (BPO number)**

**Issue Date to Community Provider:** (date of issuance)

**Detailed Specification Issuing Office: (DEPARTMENT)**

**Procurement Officer: (name of Procurement Officer)**

**(contact information of Procurement Officer)**

**(address)**

**Phone:**

**e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contract Monitor: (name of Contract Monitor)**

**(administration or facility name)**

**(street address and room number)(city, state, zipcode)**

**Phone:**

**e-mail:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Community Provider (name of Representative)**

**Representative: (administration or facility name)**

**(street address and room number)(city, state, zipcode)**

**Phone:**

**e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Term of Service: (Month/Date/Year) through (Month/Date/Year)**

**Options: (Yes or No)**

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# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

* + 1. The Department of General Services (or the Department) is issuing this Detailed Specification to procure the services defined in the scope of work (Section 3.1), from a Contract between the successful Contractor and the State.
    2. It is the State’s intention to obtain services, as specified in this Detailed Specification, from a Contract between the selected Contractor and the State. The anticipated duration of services to be provided under this Contract is (enter number of years, and option years if any). See Section 1.4 for more information.
    3. The Department intends to make a single award as a result of this Detailed Specification.
    4. Contractors must be able to provide all services and meet all of the requirements requested in this Detailed Specification and the successful Contractor shall remain responsible for Contract performance regardless of subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

For purposes of this Detailed Specification, the following abbreviations or terms have the meanings indicated below: (Add to this Abbreviations and Definitions section any acronym or term unique to this Detailed Specification and not in common use or for which there is not a single, consistent interpretation.)

1. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below**)**.
2. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
3. **Consecutive** – uninterrupted services provided from one year to next.
4. **Continuous** – period of time when the Contractor has maintained work for a client.
5. **Contract** – The Contract awarded to the successful Contractor pursuant to this Detailed Specification. The Contract will be in the form of **Attachment A**.
6. **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. See Section 1.4.
7. **Contract Monitor (CM)** – 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, and achieving completion of the Contract on budget, on time, and within scope.
8. **Contractor** – The selected Contractor that is awarded a Contract by the State.
9. **Department** **–** The Department of General Services.
10. Detailed Specification – This Detailed Specification issued by the (Department), Requisition Number (requisition number) dated (date of issuance), including any addenda.
11. **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.
12. **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: <https://msa.maryland.gov/msa/mdmanual/01glance/html/holidaye.html>: State Holidays.
13. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date.  The start date listed in the NTP is the Commencement Date, and is the official start date of the Contract for the actual delivery of services as described in this Detailed Specification.
14. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for 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.
15. **State** – The State of Maryland.
16. **Term of Contract** – The anticipated begin and expiration date of a contract period.
17. **Working Day(s)** – Same as “Business Day(s).”

## 1.3 Contract Type

The Contract resulting from this Detailed Specification shall be a firm fixed price.

## 1.4 Contract Duration

1.4.1 The Contract that results from this Detailed Specification shall commence as of 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 (“Contract Commencement”).

1.4.2 The term of the contract shall be (see Key Information Summary Sheet).

1.4.3 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

## 1.5 Procurement Officer

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

(name of Procurement Officer)

Procurement Officer

(Department)

(street address and room number)

(city, state and zip code)

Phone Number: (phone number)

Fax Number: (fax number)

E-mail: (email address)

The Department may change the Procurement Officer at any time by written notice. No other State or DGS employee, official or representative has authority to change requirements except the Procurement Officer or their authorized representative, subject to the limits of their authority and other limitations imposed by law.

## 1.6 Contract Monitor

The Contract Monitor is:

(name of Contract Monitor)

Contract Monitor

(Department)

(street address and room number)

(city, state and zip code)

Phone Number: (phone number)

Fax Number: (fax number)

E-mail: (email address)

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

## 1.7 Procurement Method

This Contract will be awarded in accordance with the Preference Provider method, as defined in COMAR 21.11.05.

## 1.8 BPO as a Contract

The Blanket Purchase Order (BPO) issued as a result of the Detailed Specification and any subsequent amendments, modifications or options issued relevant to the Detailed Specification or BPO, shall comply with all of the terms, conditions and specifications issued with the Detailed Specification and are incorporated in and made part of the BPO.

## 1.9 Questions and Inquires

All communications regarding this Detailed Specification are to be made solely through the Procurement Officer. Only information communicated by the Procurement Officer or their authorized representative will be the official position of the State on an issue.

## 1.10 Award Basis

1.10.1 Award of this contract by DGS 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) a proposed award is approved by DGS, and/or the Board of Public Works.

1.10.2 The BPO issued as a result of the Detailed Specification, and any subsequent amendments, modifications or options issued relevant to the Detailed Specification or BPO, complies with all the terms, conditions and specifications issued with the Detailed Specification and is incorporated in and made part of the Contract – Attachment A.

## 1.11 Revisions to the Detailed Specifications

If it becomes necessary to revise this Detailed Specifications, an addendum shall be issued to the Preference Provider and the prospective Contractor(s).

The Preference Provider and the Contractor(s) shall acknowledge receipt of all addenda to this Detailed Specification, issued before acceptance. Failure to acknowledge receipt of any addendum does not relieve the Preference Provider or the Contractor from complying with the terms, additions, deletions, or corrections set forth in the addendum.

## 1.12 Cancellations

The State reserves the right to cancel this Detailed Specification.

## 1.13 Incurred Expenses

The State will not be responsible for any costs incurred by any Contractor in preparing and submitting a Price or in performing any other activities related to submitting a Price in response to this Detailed Specification

## Protest/Disputes

Any protest or dispute related, respectively, to this Detailed Specification or the resulting Contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2 of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

## 1.15 Contractor Responsibilities

The selected Contractor shall be responsible for rendering services for which it has been selected as required by this Detailed Specification.

## 1.16 Substitution of Personnel

If the Detailed Specification requires that a particular individual or personnel be designated by the Contractor to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default, which shall be in addition to (and not in lieu of) the State’s remedies under the Contract or which otherwise may be available at law or in equity.

## 1.17 Mandatory Contractual Terms

By submitting a Price in response to this Detailed Specification, a Contractor shall be deemed to have accepted the terms and conditions of this Detailed Specification and the Contract, attached herein as **Attachment A**. Any exceptions to this Detailed Specification or the Contract must be raised prior to acceptance.

## 1.18 Bid/Proposal Affidavit

Upon request of the Procurement Officer, a Contractor must complete and submit the Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this Detailed Specification.

## 1.19 Contract Affidavit

All Contractors are advised that if a Contract is awarded as a result of this Detailed Specification, the successful Contractor will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment N** of this DETAILED SPECIFICATION. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

## 1.20 Compliance with Laws/Arrearages

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

## 1.21 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. The website for the State Department of Assessments and Taxation is [**http://www.dat.state.md.us**](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**.

It is strongly recommended that any potential Contractor complete registration prior to notification of recommendation of contract award. A Contractor’s failure to complete registration with SDAT may disqualify an otherwise successful Contractor from final consideration and recommendation for Contract award.

## 1.22 False Statements

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

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

(a) Falsify, conceal, or suppress a material fact by any scheme or device;

(b) Make a false or fraudulent statement or representation of a material fact; or

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

1.22.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

## 1.23 Payments by Electronic Funds Transfer

By submitting a response to this Detailed Specification, the Contractor/Offeror 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 $100,000. The selected Contractor/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, 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/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf>

## 1.24 Electronic Procurements Authorized

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

B. Participation in the Detailed Specification process on a procurement contract for which electronic means has been authorized shall constitute consent by the Contractor to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the Detailed Specification or the Contract.

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

D. In addition to specific electronic transactions specifically authorized in other sections of this Detailed Specification (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMMA, e-mail to issue:

(a) the Detailed Specification

(b) any amendments;

(c) questions and responses;

(d) communications regarding the Detailed Specification to any Contractor or potential Contractor;

(e) notices of award selection; and

(f) the Procurement Officer’s decision on any Bid protest or Contract claim.

1. A Contractor or potential Contractor may use e-mail to:
2. ask questions regarding the Detailed Specification;
3. 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.
4. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

1. submission of Proposals;

2. filing of Contract Claims;

3. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or

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

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

## 1.25 Living Wage Requirements

A Detailed Specification for services under a State contract valued at $100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title18. Additional information regarding the State’s living wage requirement is contained in **Attachment F**. Contractor must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bid/Proposal. If a Contractor fails to complete and submit the required documentation, the State may determine a Contractor to be not responsible under State law.

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

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

* If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
* If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
* If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. **In this circumstance, this Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.**
* When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area Contractors and Subcontractors are subject to the Living Wage Law and shall pay each covered employee at least **$15.13** per hour.
* When State contract services valued at 50% or more of the total value of the contract is performed in the Tier 2 Area Contractors and Subcontractors are subject to the Living Wage and shall pay each covered employee at least **$11.36** per hour.

**NOTES: Whereas the Living Wage rate may change annually, the Contract price may not be changed because of a Living Wage rate change or a change in the State minimum wage rate.**

**As of January 1, 2020, the minimum wage increased to $11.00 and will increase up to $15.00 by January 2025. Therefore, the minimum wage will prevail over the Tier 2 Living Wage rates. The bidder should plan to pay this rate and for the yearly increase accordingly.**

**The Contractor shall be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the [INSERT THE NAME OF THE AGENCY] or the State of Maryland once the contract has commenced.**

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, (DOL) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

## 1.26 Federal Funding Acknowledgement

[[If the Contract to be awarded under this procurement does not contain federal funds, enter only the following sentence for this section and delete the rest.]]

This Contract does not contain federal funds.

[[If the Contract to be awarded under this procurement does contain federal funds, enter and complete the following language for this section.]]

1.26.1 There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**).

[[Check with your AAG for applicability of 1.26.2 and 1.26.3 to this solicitation.]]

1.26.2 The total amount of Federal funds allocated for the (name of administration or facility) is $(Federal funds amount) in Maryland State fiscal year (current fiscal year). This represents (divide Federal funds amount by the total of the unit’s budget)% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or Detailed Specification.

1.26.3 This Contract contains federal funds. The source of these federal funds is: (name of Federal program for funds source i.e., *Medicaid, Ryan White, Title X*, etc.). The CFDA number is: (Catalog of Federal Domestic Assistance number). The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Contractors/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Contractor/Offeror’s intent to comply with all conditions, which are part of this Contract (If the Contract to be awarded under this procurement **does** contain Federal funds, enter and complete the following language for this section:)

## 1.27 Conflict of Interest Affidavit and Disclosure

Contractor shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Bid/Proposal. All Contractor are advised that if a Contract is awarded as a result of this Detailed Specification, the successful Contractor’s personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H** Conflict of Interest Affidavit and Disclosure. Policies and procedures applying specifically to Conflicts of Interest are governed by COMAR 21.05.08.08.

## 1.28 Non-Disclosure Agreement

(If a Non-Disclosure Agreement **is not** required for this Detailed Specification, enter only the following sentence for this section and delete the rest:)

A Non-Disclosure Agreement is not required for this contract.

(If a Non-Disclosure Agreement **is** required for this Detailed Specification, enter the following language for this section:)

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

## 1.29 Nonvisual Access

This Detailed Specification does not contain Information Technology (IT) provisions requiring Nonvisual Access.

By submitting a Bid/Proposal, the Contractor warrants that the information technology offered under the Bid/Proposal: (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) 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 (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this Detailed Specification and resulting Contract, the phrase “equivalent access” means the ability to receive, use, and manipulate information and to operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Nonvisual Access Clause noted in COMAR 21.05.08.05 and referenced in this Detailed Specification is the basis for the standards that have been incorporated into the Maryland regulations. See [www.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA.

## 1.30 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this Detailed Specification shall be mercury-free products. The Contractor must submit a Mercury Affidavit in the form of **Attachment K** with its Bid/Proposal.

## 1.31 Location of the Performance of Services Disclosure

(If this Detailed Specification is **not** anticipated to have an estimated value of $2,000,000.00 or more, enter only the following sentence for this section and delete the rest.)

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

(If this procurement is anticipated to have an estimated value of $2,000,000.00 or more, enter the following language for this section:)

The Contractor is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Bid/Proposal.

## 1.32 Performance Bond

A Performance Bond (is/ is not) required with this contract. See Attachment R – Performance Bond

(Procurement Officer must attach Attachment R separately).

If a Performance Bond is not required with this contract, delete the remainder of this section.

When the total contract award exceeds $100,000 but is less than $500,000, the Contractor shall furnish a Performance Bond in the amount of fifty thousand dollars ($50,000). The Bond shall be renewed at least sixty - (60) days prior to the annual anniversary date of the Contract. Bonds may be annualized. DGS’ preferred form of the performance bond is part of the contract documents.

When the total contract award exceeds $500,000, the Contractor shall furnish a Performance Bond in the amount of one hundred thousand dollars ($100,000). The Bond shall be renewed at least sixty - (60) days prior to the annual anniversary date of the Contract. Bonds may be annualized.

Note: Performance Bond must be submitted by mail, special courier or delivered in person to the Procurement Officer within ten (10) days of the request. Please send two (2) originals with signatures to: (Procurement Officer Name), Procurement Officer, 301 West Preston Street, M-4, Baltimore, MD 21201.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 1.33 Vendor Performance Report

|  |  |  |
| --- | --- | --- |
| **QUARTERLY VENDOR PERFORMANCE REPORT**  This form will be used to report satisfactory or unsatisfactory vendor performance. A copy will be given to the vendor and will become a permanent part of the vendor’s file. This report must be completed by the agency quarterly and submitted to the DGS Procurement Officer within ten (10) days. | | **eMail To:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Procurement Officer  [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@maryland.gov](mailto:________________________@maryland.gov)  Report Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Report Due By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| User Agency/Department Submitting Report: | | |
| Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ eMail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Title of Service/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DGS BPO # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Is there a Minority Business Enterprise (MBE) goal?  Yes \_\_\_\_\_\_\_\_ Goal\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_  Is contractor compliant? Yes \_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_  Is this a Small Business Reserve (SBR)?  Yes \_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_  Term of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Vendor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Vendor’s Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Vendor’s eMail Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Brief description of service(s) provided by Vendor: | | |
| 1. Using your Detailed Specification , Scope of Work (SOW), for this contract, evaluate the vendor’s performance. For any area(s) of non-compliance, include the specific section(s) consistent with the area(s) of vendor’s compliance with contract terms and conditions. Use additional pages to complete Sections A, B, and C, as needed.   1.  2.  3. | | |
| 1. Explain steps taken on the agency’s level to resolve the problem and the vendor’s response to those steps: (User Agency shall maintain documentation to support all areas of vendor’s non-compliance). | | |
| 1. Remarks: Be accurate, complete and factual. | | |
| Overall rating [ ] Satisfactory [ ] Unsatisfactory | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name and Title of Person Initiating Form Authorized Signature and Date | | |

## 1.34 Use of Contractor’s Form Not Binding on State

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

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# SECTION 2 – MINIMUM QUALIFICATIONS

## 2.1 Contractor Minimum Qualifications

The Contractor’s minimum requirements are defined by the Employment Works program where eligibility is extended to Community Service Providers and Individuals with Disability-Owned Businesses who are eligible to participate in the Employment Works Program if they meet the eligibility requirements as defined in SF 14-101. An organization must be a "Community Service Provider" or an "Individual with a Disability-Owned Business:"

Unless stated elsewhere in the DETAILED SPECIFICATION, the minimum qualifications for award are as follows:

2.1.1 Prior to submitting a price proposal for the work covered by the specifications, the successful Contractor 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 (Insert Type of Service) service performance comparable in scope, type, size, magnitude, and complexity as required in this Detailed Specification.

The Contractor must provide three (3) references that can substantiate this experience timely upon the request of the Procurement Officer.

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# SECTION 3 – SCOPE OF WORK

## 3.1 Background and Purpose

(Provide a description of the purpose of this Detailed Specification and any background information that may be helpful to vendors in preparing the responses. A summary of this section should be included in Section 1.1 of this Detailed Specification :).

The State is issuing this Detailed Specification for the purposes of . . .

## 3.2 Scope of Work - Requirements

**<<FOR JANITORIAL CONTRACTS ONLY:>>**

**<<CONTRACTOR ALERT!>>**

**Personal Protective Equipment (PPE)**

* **For the duration of the COVID-19 pandemic the contractor and its personnel must follow CDC cleaning protocols: (https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html)**
* **PPE must be provided by the contractor and used by all contractor personnel and in a manner consistent with prevailing CDC guidelines and Executive Order 20-07-29-01, Part IV.**
* **PPE must be stored on-site and in accordance with prevailing CDC guidelines.**

(The above language is for JANITORIAL SERVICES contracts only. Delete if not a Janitorial contract)

**<<FOR JANITORIAL CONTRACTS ONLY:>>**

MARYLAND GREEN PURCHASING COMMITTEE JANITORIAL SPECIFICATIONS:

If the estimated value of this contract is $200,000 or greater, the agency must click this link: [Environmentally Preferable Janitorial Services specification](https://dgs.maryland.gov/Documents/GreenPurchasing/Specs/JanitorialServicesSpecification.pdf) to include the Environmentally Preferable Purchasing Legislation, Statues, and Regulations requirements. The agency is responsible to ensure that its specifications is consistent with the Maryland Green Purchasing Committee’s approved specification for janitorial services.

(If this contract will not have an estimated value of $200,000 or greater, agencies are strongly encouraged to, but not required to, include this specification. If Agency chooses to forgo this specification's inclusion, delete the language above).

**The Contractor shall:**

(Insert Contract Specifications into the Detailed Specification here. This is the most important section of the Detailed Specification, and the “meat” of the contract. Any product or service deliverables, milestones, or deadlines must be identified here, including reports specific to the Scope of Work requirements. The specifications must clearly articulate what the State’s requirements are and readers should understand exactly what the State intends to procure. The specifications need to be clearly written so that payment can be made appropriately, work (un)performed can be identified, and the contractual rights of the State can be enforced. Use the term “Contractor” throughout this Section as these are Contractual requirements. State your requirements in an outline format that is organized logically with proper headings for each main section (ex. Staffing; Reports; etc.), using proper outline formatting with tabs to differentiate subsections. See formatting example below :)

**3.2.1 GENERAL REQUIREMENTS**

3.2.1.1

A.

B.

1.

2.

C.

3.2.1.2

A.

1.

2.

3.

B.

**3.2.2 STAFFING**

3.2.2.1

3.2.2.2

A.

B.

3.2.2.3

**3.2.3 STATE’S RESPONSIBILITY**:

3.2.4 **REDUCTIONS FOR NON-PERFORMANCE OR FAILURE TO MEET STANDARDS:**

The following reductions shall be used in adjusting the Contractor’s invoice when the Contractor fails to perform any task required in these specifications or performs any task below the standards as required in these specifications.

Within each 12-month period of the contract:

a. First occurrence - written documentation notice from the Contract Monitor to the contractor.

b. Second occurrence - written documentation and deduction of 1/60th of monthly invoice amount.

c. Third occurrence - written documentation and deduction of 1/30th of monthly invoice amount.

d. Reductions for “No Shows” may be based on the normal number of Contractor’s personnel assigned to the building multiplied by the hours normally worked by the Contractor.

e. Reductions for below standards work may be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.

f. Reductions for non-performance may be made if the task was not done and State workers have to be assigned immediately to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.

g. The referenced conditions (examples) may result in Termination of Contract for Default by the Procurement Officer.

**Note:** Copies of all correspondence regarding this clause must be submitted to the Procurement Officer.

3.2.5 **DISPUTES ARISING FROM REDUCTIONS:**

(Enter titles and address as applicable)

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

b. The Superintendent will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the Contractor.

c. Should the Contractor disagree with the decision of the Superintendent, the Contractor may appeal the Superintendent’s decision to the Assistant Secretary for Facilities Operations and Maintenance, Annapolis Public Buildings and Grounds, 29 St. John's Street, Annapolis, Maryland 21401 within seven (7) calendar days of the receipt of the Manager's decision.

d. The Assistant Secretary for Facilities Operations and Maintenance shall review all documentation, evidence and arguments of the Contractor and the Building Manager and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the Contractor.

## 3.3 Security Requirements

3.3.1 **Employee Identification**

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 **Information Technology**

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 **Criminal Background Check**

(Use **only one** of the paragraphs below; delete all others. If no background check is required, delete this section 3.3.3.)

(Contractor Is Responsible for Background Check)

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

(Temporary Personnel Contracts)

The Contractor shall obtain criminal background checks on candidates it sends for employment at the Department. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. These checks may be performed by public or private entities. Prior to placement of a temporary employee, the Contract Monitor must review the background check to determine if the candidate is acceptable based on the specific duties that need to be fulfilled and the circumstances surrounding the conviction or PBJ pleading. Being convicted is not in itself a bar to placement. Decisions of the Contract Monitor as to acceptability of a candidate are final.

(Administration/Facility Is Responsible for Background Check)

The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The Department will obtain a criminal background check for each individual using a source of its choosing. The Contract Monitor reserves the right to reject any individual based upon the results of the background check.

## 3.4 Insurance Requirements

3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

3.4.2 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.4.3 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.

3.4.4 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

a. Workers’ 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.

b. Commercial General Liability as required in Section 3.4.1.

c. Automobile and/or Commercial Truck Insurance as required in Section 3.4.2.

d. Employee Theft Insurance as required in Section 3.4.3.

3.4.5 The State shall be listed as an additional insured on the policies with the exception of Worker’s Compensation Insurance and Professional Liability Insurance. 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.

**On the Certificate of Liability, the “DESCRIPTION OF OPERATIONS” shall read as follows:**

**“(TYPE OF SERVICE) at the (LOCATION). THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED”. (CONTRACT # and CONTRACTOR).**

3.4.6 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

## 3.5 Problem Escalation Procedure

3.5.1 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.

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.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract 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:

* The process for establishing the existence of a problem;
* The maximum duration that a problem may remain unresolved at each level in the Contractor’s organization before automatically escalating the problem to a higher level for resolution;
* Circumstances in which the escalation will occur in less than the normal timeframe;
* The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
* Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
* Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
* A process for updating and notifying the Contract Monitor of any changes to the PEP.

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.

## 3.6 Invoicing

3.6.1 **General**

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

* Contractor name;
* Remittance address;
* Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
* Invoice period;
* Invoice date;
* Invoice number
* State assigned Contract number;
* State assigned (Blanket) Purchase Order number(s);
* Services provided; and
* Amount due.

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

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 **Invoice Submission Schedule**

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

(Enter the Contractor’s invoice submission schedule here; this can be a table with dates for required deliverables, or a simpler statement such as “Invoices are due by the 15th of the month following the month in which services were performed.” The invoice submission schedule will depend on the type of contract, e.g., fixed price, indefinite quantity, etc. and service delivery. Invoices and resulting payment should generally be based on performance for services provided.)

The invoice submission schedule should include the “Attention To”, the full mailing address the contractor will mail its invoices to and advise if the invoice submission will be allowed electronically.)

## 3.7 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition, and shall be for a period of at least sixty (60) days. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

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# SECTION 4 – PRICE PROPOSAL FORMAT

## 4.1 Legal Action Summary:

Contractor shall include the following with their price submission to the Preference Provider:

i. A statement as to whether there are any outstanding legal actions or potential claims against the Contractor and a brief description of any action;

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

iii. A description of any judgments against the Contractor within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and

iv. In instances where litigation is on-going and the Contractor has been directed not to disclose information by the court, provide the name of the judge and location of the court.

**4.4.1 Certificate of Insurance:**

The Contractor shall provide a copy of the Contractor’s current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Contractor has been determined to be the apparent awardee.

## 4.2 Documents Required upon Notice for Contract Award

Upon receipt of a Notification for Contract Award, the following documents shall be completed and submitted by the Contractor within five (5) Business Days, unless noted otherwise.

a. Signed Contract (**Attachment A**). Submit three (3) copies of each with original signatures.

b. A current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; **\*see Section 3.4.**

# DETAILED SPECIFICATION ATTACHMENTS

**ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the Detailed Specification for informational purposes. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer two (2) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

**ATTACHMENT C** **– Bid/Proposal Affidavit**

This Attachment must be completed and submitted upon notification of the Procurement Officer.

**ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted upon notification of the Procurement Officer. If required (see Section 1.25).

**ATTACHMENT G** **– Federal Funds Attachment**

This Attachment must be completed and submitted upon notification of the Procurement Officer.

**ATTACHMENT H – Conflict of Interest Affidavit and Disclosure**

This Attachment must be completed and submitted upon notification of the Procurement Officer.

**ATTACHMENT I – Non-Disclosure Agreement**

If required (see Section 1.287), This Attachment must be completed and submitted upon notification of the Procurement Officer.

**ATTACHMENT K – Mercury Affidavit**

This Attachment must be completed and submitted upon notification of the Procurement Officer.

###### ATTACHMENT L – Location of the Performance of Services Disclosure

If required (see Section 1.31), this Attachment must be completed and submitted upon notification of the Procurement Officer.

**ATTACHMENT N** **– Contract Affidavit**

This Attachment must be completed and submitted upon notification of the Procurement Officer.

**ATTACHMENT R – If Applicable, Performance Bond – This Attachment is not within the contents of the Detailed Specifications.**

If required (see Section 1.32), this Attachment must be completed and submitted within ten (10) Business Days of receiving notification of recommendation from the Procurement Officer.

**(Insert any additional Attachments that are necessary for your Detailed Specification and referenced in the Section 3.1, Scope of Work, starting with Attachment S.)**

## ATTACHMENT A – CONTRACT

(Do not change any of the standard contract terms.)

**(CONTRACT TITLE)**

THIS CONTRACT (the “Contract”) is made this (“Xth” ) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the (DEPARTMENT).

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

* + 1. **Definitions**

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

SAMPLE

SAMPLE

* 1. “Bid” means the Contractor’s Bid dated (Bid date).
  2. “COMAR” means Code of Maryland Regulations.
  3. “Contract Monitor” means the Department employee identified in Section 1.6 of the DETAILED SPECIFICATION as the Contract Monitor.
  4. “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
  5. “Department” means the (Department).
  6. “DETAILED SPECIFICATION” means the (Detailed Specification title) (requisition number), and any addenda thereto issued in writing by the State.
  7. “Procurement Officer” means the Department employee identified in Section 1.5 of the DETAILED SPECIFICATION as the Procurement Officer.
  8. “State” means the State of Maryland.
     1. **Scope of Contract**
  9. The Contractor shall provide deliverables, programs, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The DETAILED SPECIFICATION

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

Exhibit C – The Bid

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the DETAILED SPECIFICATION. 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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in 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 term of this Contract begins on 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. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately (number of years of base term of Contract) years (change to months if necessary) beginning (anticipated Contract start date) and ending on (anticipated end date of base term of Contract).

3.2 Further, this Contract may be extended for (number of Option Years) periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid for Option Years. (Delete this section if there are no Option Years, and change the numbering of the next section to 3.2).

3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

**4. Consideration and Payment**

SAMPLE

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed $ (Not-to-Exceed amount). (The following paragraph may be added to indefinite quantity, labor hour and time and materials contracts at the discretion of the Contract Monitor; otherwise delete it.):

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

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor’s Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor’s FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. 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.

* 1. Contractor’s eMarylandMarketplace vendor ID number is (Contractor’s eMM number).

**5. Rights to Records**

SAMPLE

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works 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 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**

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

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

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs, and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item’s specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

**8. Confidentiality**

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, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

SAMPLE

8.2 This Section 8 shall survive expiration or termination of this Contract.

**9. Loss of Data**

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

**10. Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.

10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

**11. Non-Hiring of Employees**

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

**12. Disputes**

SAMPLE

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**

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

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

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

**14. Nondiscrimination in Employment**

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

**15. Contingent Fee Prohibition**

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

**16. Non-availability of Funding**

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

**17. Termination for Cause (Default)**

SAMPLE

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State’s option, become the State’s property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

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

**19. Delays and Extensions of Time**

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

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

**20. Suspension of Work**

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

**21. Pre-Existing Regulations**

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

**22. Payment of State Obligations**

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 State’s receipt of a proper invoice from the Contractor.

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.

**23. Financial Disclosure**

SAMPLE

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $200,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches $200,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**24. 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>.

SAMPLE

**25 Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

**26. Compliance with Laws**

The Contractor hereby represents and warrants that:

26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**27. Cost and Price Certification**

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

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/Proposal, was inaccurate, incomplete, or not current.

**28. Subcontracting; Assignment**

SAMPLE

The Contractor may not subcontract any portion of the services provided 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 provided, however, that a contractor may assign monies receivable under a contract after due 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. Liability**

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

1. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
3. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor’s liability shall not exceed the amount paid to the Contractor under this Contract. Contractor’s liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

**30. Parent Company Guarantee (If Applicable)**

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

**31. Commercial Nondiscrimination**

31.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19.  As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the Detailed Specification, 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.

31.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

SAMPLE

31.3 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 Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (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’s Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State.  Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**32. Prompt Pay Requirements**

32.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the

Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

32.2 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.

32.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;

b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or

c. Result in liability against or prejudice the rights of the Department.

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

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

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

b. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

SAMPLE

iii. Interviewing subcontractors and workers.

iv. Verification shall include a review of:

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

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

c. 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.

d. If the Department determines that the Contractor is in material noncompliance with

MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

1. 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.

**33. 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 agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

**34. Contract Monitor and Procurement Officer**

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

**35. 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: (name of Procurement Officer)

Procurement Officer

(address and contact information for Procurement Officer)

SAMPLE

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

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**(The following clauses may be required under certain funding or other conditions. Use these clauses only when appropriate. Delete any clauses not used and renumber as needed.)**

(**Mandatory clause for Federally funded contracts** involving healthcare entities or individuals, the employment of healthcare entities or individuals, or subcontracting with healthcare entities or individuals that may be named on the DHHS List of Excluded Individuals/Entities.):

**36. Federal Department of Health and Human Services (DHHS) Exclusion Requirements**

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

**37. 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 DHMH Policy 02.06.07.

**38. Miscellaneous**

38.1 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.

38.2 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.

SAMPLE

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

|  |  |
| --- | --- |
| Contractor | State of Maryland  (Department) |
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| By: | By: (name and title of Department Head) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Or designee: |
| Date |  |
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| Approved for form and legal sufficiency  this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Assistant Attorney General |  |
|  | |
| APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) (BPW Item #) | |

ATTACHMENT C BID/PROPOSAL AFFIDAVIT

**(Contract Title)**

**(Requisition Number)**

Click this link to download a fillable copy of the ***Bid/Proposal Affidavit:***  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf>

See Section 1.18 for more information.

**The Bid/Proposal Affidavit must be submitted with the Bid.** **Failure to submit the Bid/Proposal Affidavit with the bid shall deem the bid as non-responsive.**

## ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT F-1**

**Maryland Living Wage Requirements Affidavit of Agreement**

**(Contract Title)**

**(Requisition Number)**

Click this link to download a fillable copy of the ***Living Wage Affidavit:***  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf>

See Section 1.25 for more information.

## ATTACHMENT G - FEDERAL FUNDS ATTACHMENT

(If this Detailed Specification **does not** include Federal funding (see Section 1.26), enter only the following sentence for this Attachment and delete the rest of these “G” Attachments:)

This Detailed Specification does not include a Federal Funds Attachment.

(If this Detailed Specification **does** include Federal funding (see Section 1.26), and

Click link to download a fillable copy of the ***Federal Funds Attachments*** ***(G, G-1, G-, G-3, and the Instructions):***  <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

## ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

**Reference COMAR 21.05.08.08**

**(Contract Title)**

**(Requisition Number)**

This solicitation does require a Conflict of Interest Affidavit and Disclosure.

Click this link to download a fillable copy of the ***Conflict of Interest Affidavit and Disclosure:***  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

## ATTACHMENT I – NON-DISCLOSURE AGREEMENT

(If this solicitation **does not** require a Non-Disclosure Agreement (see Section 1.28), enter only the following sentence for this Attachment and delete the rest:)

This solicitation does not require a Non-Disclosure Agreement.

(If this solicitation **does** require a Non-Disclosure Agreement (see Section 1.28), enter the following language for this Attachment:)

This solicitation does require a Non-Disclosure Agreement.

Click this link to download a fillable copy of the ***Non-Disclosure Agreement*** ***Attachments (I, I-1, and I-2):*** <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>

## ATTACHMENT K – MERCURY AFFIDAVIT

**MERCURY AFFIDAVIT**

**(Contract Title)**

**(Requisition Number)**

(If this solicitation **does not** include the procurement of products known to likely include mercury as a component (see Section 1.40), enter only the following sentence for this Attachment and delete the rest:)

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

(If this solicitation **does** include the procurement of products known to likely include mercury as a component (see Section 1.40), enter the following language for this Attachment:)

This solicitation does require the bidder to complete Attachment K.

Click this link to download a fillable copy of the ***Mercury Affidavit:*** <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

See Section 1.30 for more information.

## ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(If this procurement is **not** anticipated to have an estimated value of $2,000,000.00 or more (see Section 1.31), enter only the following sentence for this Attachment and delete the rest:)

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

(If this procurement is anticipated to have an estimated value of $2,000,000.00 or more (see Section 1.31), enter the following language for this Attachment:)

Click this link to download a fillable copy of the ***Performance of Services Disclosure:*** <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>

ATTACHMENT N CONTRACT AFFIDAVIT

**(Contract Title)**

**(Requisition Number)**

Click this link to download a fillable copy of the ***Contract Affidavit:***  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

See Section 1.19 for more information.

**ATTACHMENT R – PERFORMANCE BOND**

See Section 1.32.

If applicable, Attachment R will be sent to the bidder to complete and return within ten (10) business days upon notification.

## Maryland’s Green Purchasing Reporting Requirements

[[Keep this section if this Contract might include environmentally preferred products and services or delete the language below and note “not applicable”]] .

Contractors must comply with Maryland’s Green Purchasing Reporting Requirements.

The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs). Maryland’s State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications. This information will enable Maryland State agencies to comply with Article §14–405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services. To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland DGS. For more information the bidder may click: [Environmentally Preferable Janitorial Services specification](https://dgs.maryland.gov/Documents/GreenPurchasing/Specs/JanitorialServicesSpecification.pdf).

**THIS IS THE END OF THE DETAILED SPECIFICATION DOCUMENT.**