

# **Invitation for Bids (IFB)**

**Dell Desktop Computers**  
For Division of Vital Records  
**Project # M00P5401468**



DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE

**Issue Date: September 19, 2014**

**THIS IS A SMALL BUSINESS RESERVE ONLY**

**NOTICE TO BIDDERS/OFFERORS:**

Information about registering, free of charge, on e-Maryland Marketplace can be obtained at the e-Maryland Marketplace website at <http://emaryland.buyspeed.com>.

Vendors must be registered on e-Maryland Marketplace to receive contract award.

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

**NOTICE TO BIDDERS/OFFERORS**  
**SMALL BUSINESS RESERVE SOLICITATION**

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D. Either:
  - (1) With respect to employees:
    - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
    - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
    - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
    - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
    - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; or
  - (2) With respect to gross sales:
    - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
    - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
    - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

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

**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
NO BID NOTICE**

In order to help us improve the quality of State bid solicitations, and to make our procurement process more responsive and business friendly, we ask that you provide comments and suggestions regarding the enclosed solicitation. If you have chosen not to bid on this Contract, you may email the form to: Carlietha Benbow at carlietha.benbow@maryland.gov, subject line "No Bid Comments – **IFB**" M00P5401468

**Bid/Proposal Number:** OPASS#15-14264 / **Entitled:** **Dell Desktops Computers for the Division of Vital Records**

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

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

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

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Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**THANK YOU!!**

**KEY INFORMATION SUMMARY SHEET  
INVITATION FOR BIDS**

<b>Invitation for Bids:</b>	Dell Optiplex 9020 SFF Desktop Computers
<b>Solicitation Number:</b>	M00P5401468
<b>IFB Issue Date:</b>	September 19, 2014
<b>IFB Due Date and Time:</b>	October 10, 2014 at 2:00 P.M., Local Time
<b>Bid Opening Date and Time</b>	October 10, 2014 at 4:00 P.M. Local Time
<b>IFB Issuing Department or Agency:</b>	Department of Health and Mental Hygiene Division of Vital Records 6550 Reisterstown Road Baltimore, MD 21215
<b>Procurement Officer:</b>	Michael Howard Office of Procurement and Support Services <a href="mailto:Michael.howard@maryland.gov">Michael.howard@maryland.gov</a> Office Phone Number: 410-767-0974 Office FAX Number: 410-333-5958
<b>Send Questions (email only) to:</b>	Carl.Kuppe, Computer Network Specialist <a href="mailto:Carl.kuppe@maryland.gov">Carl.kuppe@maryland.gov</a>
<b>Send Bids to:</b>	Carlietha Benbow, Procurement Specialist Office of Procurement and Support Services 201 West Preston Street / Room 416 Baltimore, Maryland 21201 <a href="mailto:Carlietha.benbow@maryland.gov">Carlietha.benbow@maryland.gov</a>
<b>Contract Manager:</b>	George M. Baker III george.baker@maryland.gov Office Phone Number: 410-764-3196
<b>Contract Duration:</b>	60 Days
<b>MBE Subcontracting Goal:</b>	0%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Small Business Reserve</b>	Yes
<b>Pre-Bid Conference:</b>	N/A

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## SECTION 1 – GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Maryland Department of Mental Hygiene (DHMH or the Department) is issuing this Invitation for Bids (IFB) to provide Dell Optiplex 9020 SFF Desktops Computers for the Division of Vital Records.
- 1.1.2 It is the State’s intention to obtain services/products, as specified in this IFB, through a Contract between the successful Bidder and the State.
- 1.1.3 The Department or Agency intends to make a single award as a result of this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services/products and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

### 1.2 Abbreviations and Definitions

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

- a. Bid – A statement of price offered by a Bidder in response to an IFB.
- b. Bidder – An entity that submits a bid in response to this IFB.
- c. Business Day- Monday through Friday (excluding State holidays)
- d. COMAR – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- e. Contract – The State’s Contract attached to this IFB as Attachment A.
- f. Contract Manager - The State representative who serves as the manager for the Contract
- g. Contractor – The selected Bidder; the business entity awarded the Contract
- h. Contractor’s Point of Contact – Person designated at the time of contract award by the Contractor as the single point of contact for the Agency with the authority and knowledge to resolve contract issues.
- i. Department or Agency - The unit of the Executive Branch of Maryland State government issuing the IFB.
- j. DHMH – Department of Health and Mental Hygiene.



- k. Firm Fixed-Price - Pricing option which places responsibility on the Contractor for the delivery of the hardware and the complete performance of the services in accordance with the IFB at a price that is not subject to adjustment.
- l. F.O.B. - Free on Board
- m. IFB – This Invitation for Bids for the Maryland Department of Mental Hygiene, Project Number: M00P5401468, dated September 19, 2014 including any amendments/addenda thereto.
- n. Letter of Authorization - A document issued by the Manufacturer or Distributor authorizing the Bidder / Contractor to sell and/or provide services for the Manufacturer’s Product line.
- o. Local Time - Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- p. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- q. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work on the project or work order shall begin on a specified date. The notice signifies the official start date of the project.
- r. NBD – Next business day
- s. POC – Point of Contact
- t. Procurement Officer – The State representative designated in Section 1.6, who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- u. Total Bid Price - The Bidder’s total price for goods in response to this solicitation, included in the Bid in Attachment E – Bid Form.
- v. State - The State of Maryland.
- w. Vendor – Any firm that is interested in performing the service set forth in this IFB.
- x. Veteran-owned Small Business Enterprise (VSBE)- a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- y. Working Day(s) - means “Business Day(s)”, as defined in subsection 1.2(c).

### **1.3 Contract Type**

The Contract shall be a Definite Quantity Contract with Firm Fixed- Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

### **1.4 Contract Duration**

The Contract shall be for sixty (60) days from the date that the notice to proceed (NTP) is issued.

The Contractor's obligations to pay invoices to subcontractors that provide products/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 Method**

This Contract will be awarded in accordance with the Competitive Sealed Bidding procurement method as described in COMAR 21.05.02

### **1.6 Procurement Officer**

The sole point of contact in the State for purposes of this IFB prior to the award of a contract is the Procurement Officer as listed in the Key Information Summary Sheet.

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

### **1.7 Contract Manager**

DHMH's Contract Manager for this contract is listed in the Key Information Summary Sheet. DHMH may change the Contract Manager at any time by written notice.

### **1.8 eMarylandMarketplace (eMM)**

eMM is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DHMH's website <http://dhmh.maryland.gov/procumnt/SitePages/smallbusiness.aspx> and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the pre-bid conference, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

## **1.9 Bid Due Date and Time**

Bids, in the number and form set forth in Section 3.4 “Required Bid Submissions,” must be received by the Procurement Officer by certified mail or hand-delivered to the address listed on the Key Information Summary Sheet, no later than the date and time listed on the Key Information Summary Sheet in order to be considered.

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

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, bids received by the Procurement Officer after the due date and time shall not be considered.

### **Bids delivered by facsimile or electronically shall not be considered.**

Vendors not responding to this solicitation are requested to submit the “No Bid Notice” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

## **1.10 Duration of Bid**

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

## **1.11 Receipt, Opening and Recording of Bids**

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

Bids and timely modifications to Bids shall be opened publicly, at the time, date and place set forth in the Key Information Summary Sheet. The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

## **1.12 Confidentiality of Bids**

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

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

### **1.13 Award Basis**

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods as specified in this IFB. **The most favorable Total Bid Price will be the lowest price on Attachment E - Bid Price Form.**

### **1.14 Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

### **1.15 Revisions to the IFB**

If it becomes necessary to revise this IFB before the due date for Bids, the Department or Agency shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department or Agency's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgement of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

### **1.16 Cancellations**

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

### **1.17 Incurred Expenses**

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

### **1.18 Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's compliance to the requirements of this IFB.

### **1.19 Protests/Disputes**

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

### **1.20 Multiple or Alternate Bids**

Multiple and/or alternate bids will not be accepted.

### **1.21 Public Information Act Notice**

A Bidder should give specific attention to the clear identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01). Information which is claimed to be confidential shall be clearly marked “confidential”.

### **1.22 Bidder Responsibilities**

The Department will enter into a contractual agreement only with the selected Bidder. The selected Bidder shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the Bid.

If a Bidder that seeks to perform or provide the services required by this IFB is a subsidiary of another entity, all information submitted by the Bidder, such as, but not limited to, references and financial reports, must pertain exclusively to the Bidder, unless the parent organization will provide guarantees for the performance of the subsidiary.

### **1.23 Mandatory Contractual Terms**

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and any amendments thereto, and the State’s Contract, included in this IFB as Attachment A. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

#### **1.24 Bid/Proposal Affidavit**

A completed Bid/Proposal Affidavit shall accompany the bid submitted by a Bidder. A copy of this Affidavit is included in this IFB as Attachment B.

#### **1.25 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award.

#### **1.26 Minority Business Enterprise (MBE) Participation Goal**

A MBE subcontractor participation goal of 0% has been established for this solicitation.

#### **1.27 Compliance with Laws / Arrearages**

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

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

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

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids.

A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

#### **1.29 Payments by Electronic Funds Transfer**

By submitting a response to this IFB, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. Payment by EFT is

mandatory for contracts exceeding \$100,000. The successful Bidder/Offeror must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

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

[http://www.djs.state.md.us/bid\\_docs/cot-gad-x-10.pdf](http://www.djs.state.md.us/bid_docs/cot-gad-x-10.pdf)

### **1.30 Non-Visual Access**

By submitting a Bid, the Contractor warrants that the hardware offered (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual 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 non-visual access. The Contractor further warrants that the cost, if any, of modifying the Information Technology (IT) for compatibility with software and hardware used for non-visual access will not increase the cost of the IT by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: non-visual access

### **1.31 Mercury and Products That Contain Mercury**

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders shall be mercury-free products. A bid submitted by a Bidder must be accompanied by a completed Mercury Affidavit. A copy of this Affidavit is included as Attachment F of this IFB.

### **1.32 Purchasing and Recycling Electronic Products**

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires state agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the DHMH. This information is located on the DGS web site:

<http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>

Agencies should plan and coordinate the proper disposition of Information Technology equipment within the guidelines provided by DGS. A new state law effective October 1, 2012 (HB 448, [Chapter 372](#)) requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web

site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection)

[http://doit.maryland.gov/support/Documents/security\\_guidelines/DoITSecurityPolicy.pdf](http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf)

discusses proper precautions to protect confidential information stored on media.

### **1.33 Investment Activity in Iran**

A Bid submitted by a Bidder must be accompanied by a completed Investment Activities in Iran Affidavit. The affidavit is incorporated as part of the Bid/Proposal Affidavit, Attachment B of this IFB. The Bid/Proposal Affidavit is included as Attachment B of this IFB.

### **1.34 Questions**

Written questions from prospective Bidders will be accepted via e-mail only. Questions shall be submitted via e-mail to the address listed on the Key Information Summary Sheet. Identify the Solicitation Number and Title in the subject line. Answers to all questions that are not clearly specific only to the requestor will be distributed to all companies who are known to have received a copy of the IFB. Only answers that have been answered in writing by the State can be considered final and binding.

### **1.35 False Statements**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract a person may not willfully:
  - Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.36 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This solicitation has a VSBE subcontract participation goal of zero.



### **1.37 Conflict of Interest Affidavit and Disclosure**

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, 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. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

### **1.38 Prompt Payment Policy**

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see Attachment A). Additional information is available on GOMA's website at: [http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs\\_000.pdf](http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf).

### **1.39 Pre-Bid Conference**

There will be no Pre-Bid Conference for this IFB.

### **1.40 Electronic Procurements Authorized**

- 1.40.1 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.
- 1.40.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.40.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- 1.40.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.29 "Payments by Electronic Funds Transfer") and subject to the

exclusions noted in section 1.32.8 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 eMM, e-mail, or facsimile to issue:
  - a. the solicitation (e.g., the IFB/RFP)
  - b. any amendments
  - c. pre-Bid/Proposal conference documents
  - d. questions and responses
  - e. communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror
  - f. notices of award selection or non-selection
  - g. the Procurement Officer's decision on any Bid protest or Contract claim
2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
  - a. ask questions regarding the solicitation
  - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer
  - c. submit a "No Bid/Proposal Response" to the solicitation
3. The Procurement Officer, the Contract Manager, 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 Manager.

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

1. filing of Bid Protests;
2. filing of Contract Claims;
3. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
4. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

1.40.6 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 solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

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## SECTION 2 – SCOPE OF WORK

### 2.1 General Information

The purpose of this solicitation is for the provision of Dell Optiplex 9020 SFF Desktop Computers detailed in Section 2.3. DHMH requests the unit price to purchase a minimum of Forty (40) Dell Optiplex 9020 SFF Desktop Computers. The awarded Bidder shall be able to perform all requirements as detailed in Section 2 of the IFB. Bidders shall be required to furnish satisfactory evidence that they are authorized Dell resellers of the items listed.

### 2.2 General Requirements

- 2.2.1 Contractor shall provide the desired products within 30 days of the receipt of the Notice to Proceed.
- 2.2.2 No substitutions allowed unless the product(s) in the configurations stated in Section 2.3 are no longer available from the manufacturer (Dell). The Bidder shall notify the Procurement Officer prior to submitting a Bid if the configuration is no longer available from the manufacturer.
- 2.2.3 The equipment (Dell Desktops) must be new and unused and include all product information and manufacturer’s warranties.
- 2.2.4 Contractor shall be an OEM, Authorized Maryland Dell Vendor and provide proof with bid submission.

### 2.3 Detailed Specifications

The Contractor shall provide to DHMH/VSA the Dell Optiplex 9020 SFF Desktop Computers with the following configurations:

**2.3.1 Dell Desktop Computer: Optiplex 9020 Desktop Quantity: 40 each.**

<u>System Component</u>	<u>Technical Spec</u>	<u>Product Code</u>	<u>SKU</u>
Processor	Intel Core i5-4570 Processor (Quad Core, 3.2 GHz Turbo, 6MB, w/ HD Graphics 4600)	I54570	[338-BCDV]
Operating System	Windows 7 Ultimate, No Media, 64-bit, English	W7UN61E	[330-6228][421-5334][421-5651]
OptiPlex 9020Small Form Factor	OptiPlex 9020 Small Form Factor	9SFFX	[210-AATO]
Memory	8GB, NON-ECC, 1600MHZ DDR3, Non-ECC	8G3N162	[370-AAMG]

Removable Media Storage Device:	8X DVD-ROM Drive	8XDRW	[429-AADR]
System Recovery	Dell Backup and Recovery Manager for Windows 7	DBRMW7	[637-AAAK]
Graphics Card	Intel® Integrated Graphics	INT	[490-BBFG]
Hard Drive	500GB 3.5inch Serial ATA (7.200 RPM) Hard Drive	250GBTS	[400-AANO]
Keyboard	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	8KBUS	[580-AAQX]
Mouse	Dell MS111 USB Optical Mouse	USBOP	570-AACR]
Thermals	Heat Sink, Performance, Small Form Factor	THSFF9	[412-AABM]
Speakers	Internal Dell Business Audio Speaker	AC511	[520-AABP]
Hardware Support Services	3 Year Basic Hardware Service with 3 Year NBD Limited Onsite Service After Remote Diagnosis	U3YOS	[991-2878][995-1023][995-1993][995-4073][995-4283]
Monitor	Dell 23 Monitor – P2314H	P2314H	[320-9799]
Keep Your Hard Drive	Keep Your Hard Drive, 3 Years	KYHD3Y	[984-0092]

## 2.4 Warranty

The Bidder shall provide Dell’s standard 3 year warranty for the Desktop Computers. Any warranty period for equipment and services will not commence until acceptance of the equipment or services by the Department or Agency. All defective items must be replaced at no additional cost to the State.

## 2.5 Acceptance

To ensure compliance with the requirements and specifications herein, the State may perform acceptance tests within 30 days of receipt of:

The delivery of equipment supplied without installation and prior to acceptance and payment for each item delivered. The State does not assume ownership for equipment, nor do warranty periods begin, until the Department or Agency POC accepts the Contractor’s product and work as fully operational.

## **2.6 Order Processing Procedure**

The Contractor is expected to establish a POC to provide overall management of the Contract work. This individual will be the principal POC throughout the duration of the Contract.

## **2.7 Order Acknowledgement**

The Contractor shall provide the Department or Agency with an order acknowledgement receipt via e-mail within 24 hours of order receipt.

The acknowledgement will include:

- Ordering agency name;
- Agency order number (Purchase order number);
- Description of goods and/or related products purchased; and
- Delivery completion date.

## **2.8 Receipt of Order**

Department or Agency shall receive delivery of goods within 30 calendar days after receipt of order unless a later receipt date is authorized by the Department or Agency. No partial orders shall be accepted unless authorized by Department or Agency.

## **2.9 Delivery Schedules**

- 2.9.1 The Contractor will notify by phone or e-mail the Department or Agency POC of any delivery at least three (3) working days prior to arrival of the goods to the shipping point stated on the Bid Price Form (Attachment E);
- 2.9.2 Units shall be pre-assembled with the exception of attaching peripheral devices. All internal cards, modems, etc. shall be installed, along with appropriate drivers;
- 2.9.3 Deliveries are to be made to the location specified in Attachment E of IFB. Delivery locations may often be inside a building and may include high-rise office buildings; and
- 2.9.4 Deliveries may be made to locations inside secure institutional grounds that require prior clearances to be made for all delivery drivers.

## **2.10 F.O.B. Destination**

All prices are F.O.B. destination, inside delivery; freight prepaid by the Contractor to the Department or Agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and Acceptance, when all responsibility will pass to the Department or Agency, with the exception of responsibility for latent defects, fraud, and warranty obligations.

## **2.11 Shipped Orders**

A packing label shall be on each box shipped and include the following items visible on the outside of the box:

- Authorized Department or Agency
- Address
- Department and floor
- Department or Agency POC name
- Department or Agency POC telephone number

A packing slip shall be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items and availability date of unfilled and partial shipment
- Unit price
- Number of parcels
- Purchase Order number
- Agency name and department
- Destination
- All information contained on the packing label

## **2.12 Invoicing**

All invoices shall be submitted by the Contractor within 30 days of receipt and shall include, at the minimum, the following information:

- A) Name and address of the Department or Agency being billed;
- B) Contractor name;
- C) Products(s) and/or service(s) purchased listed separately including the amount for each individual charge (i.e., 5 – ABC Hardware @ \$2,000 Total \$10,000.00, 2 - CD Training @ \$100.00 Total \$200.00, Installation one-time cost \$300.00);
- D) Supporting Documentation;
- E) E-mail address/phone number of Contractor's POC;
- F) Remittance address;
- G) Federal taxpayer identification or (if owned by an individual) Contractor's social security number;
- H) Invoice period, invoice date, invoice number and amount due; and
- I) Purchase Order # being billed.

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

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

### **2.13 Customer Inquiries**

The Contractor's customer service representative shall respond to and initiate resolution of customer inquiries within one (1) business day of initial contact. These inquiries may include requests for product information; billing disputes; delivery disputes or problems; product returns; pricing information; adding or deleting account names, addresses and numbers; and requests for training.

### **2.14 Credit and/or Replacement**

The Contractor shall provide credit and/or replacement for out-of-stock, freight-damaged, and defective items, as well as for items ordered in error (e.g. the item was not ordered by any Agency, the order was mistyped, etc.) or shipped in error by the Contractor. Contractor will be responsible for the credit and/or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the Department or Agency to deal directly with the manufacturer. In all cases, the Department or Agency shall have the option of taking an exchange or receiving a credit, which shall be completed within thirty (30) days of exercising this option.

### **2.15 Return of Goods**

Goods delivered to the Department or Agency that are found to be damaged or in unacceptable condition may, at the discretion of the Department or Agency, be returned to the Contractor at the Contractor's expense within 60 calendar days of receipt. Credit for returned goods will be made immediately once the Contractor receives the returned goods. The Department or Agency shall note on the carrier's waybill that the shipment/package was damaged.

### **2.16 Restocking Fees**

The Contractor shall not impose a restocking fee on the State or local agency if an item is returned due to damage, incorrect product shipped, or Contractor's customer service order entry error.

The Contractor shall not impose a restocking fee on Department or Agency for inventory that is exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.



## **2.17 Insurance Requirements**

- 2.17.1 The Contractor shall maintain property and casualty insurance with minimum 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.
- 2.17.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State and its officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.
- 2.17.3 The State of Maryland shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies must be with a company licensed to do business in Maryland.

## **2.18 Minimum Qualifications**

Bidders shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this IFB:

- Letter of Authorization from the Manufacturer to supply products
- Each Letter of Authorization shall be current or less than twelve (12) months old.

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## **SECTION 3 – BID FORMAT**

### **3.1 General**

3.1.1 Bidders must use and complete the Price Bid form, Attachment E. The Price Bid Form instructions are located within Attachment E. Do not change or alter this Attachment.

3.1.2 Bidders agree to comply with each and every section, subsection, Attachment of, and addendum to this solicitation. Failure to comply may result in rejection of the Bid.

**Do not change any State Attachments or your Bid may be rejected.**

### **3.2 One-Part Submission**

Bidders shall submit with their Bid electronically with all Minimum Qualification documentation required (see Section 2.18), and all Required Bid Submissions (see Section 3.4).

### **3.3 Bid Price Form**

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

### **3.4 Required Bid Submissions**

Bidders shall include the following with the Bid:

#### 3.4.1 Transmittal Letter

A Transmittal Letter shall be prepared on the vendor's business stationery and shall accompany the Bid. The purpose of this letter is to transmit the bid and acknowledge the receipt of any amendments and/or addenda to the IFB. The transmittal letter should be brief and signed by an individual who is authorized to commit the Bidder to the goods and requirements as stated in this IFB. The letter shall include:

- Bidder's complete legal name as registered with the State Department of Assessments and Taxation;
- Address, telephone number, fax number and e-mail address,
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN); and
- if registered, the eMaryland Marketplace identification number, and
- Solicitation Title and Solicitation Number that the Bid is in response to;

- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Acknowledgement of all addenda to this IFB issued before the Bid due date.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.12 “Confidentiality of Bids”).

### 3.4.2 Title and Table of Contents

The Bid should begin with a title page bearing the name and address of the Bidder and the name and number of this IFB. A table of contents shall follow the title page for the Bid. Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Bidder’s Bid. An explanation for each claim of confidentiality shall be included.

### 3.4.3 Manufacturer’s or Distributor’s Letter of Authorization

Manufacturer or distributor’s Letters of Authorization are required for resellers proposing to this IFB. The Letter of Authorization shall certify that the Bidder is an authorized reseller or distributor of the manufacturer’s hardware. In addition, the Letter of Authorization shall certify that the Bidder is authorized to provide installation, training and/or maintenance services if applicable. The Letter of Authorization shall be on the manufacturer or distributor’s letterhead or in a manufacturer or distributor’s e-mail. Further, each Letter of Authorization must be current or less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:

- Manufacturer or distributor POC name for verification;
- Manufacturer or distributor POC mailing address;
- Manufacturer or distributor POC telephone number;
- Manufacturer or distributor POC email address;
- If available, a Re-seller Identifier.

### 3.4.4 Certificate of Insurance

The Bidder shall provide a copy of the Bidder’s current certificate of insurance with the prescribed limits set forth in Section 2.17.

### 3.4.5 Completed Attachments

- Completed Bid Affidavit (Attachment B)
- Completed Bid Price Sheet (Attachment E)
- Completed Mercury Affidavit (Attachment F)
- Completed Iran Investment Affidavit (Attachment G)
- Completed Conflict of Interest Affidavit (Attachment H)

### 3.4.6 Other Required Submissions

- Warranty Documentation-The Bidder must provide warranty information for the desktops Computers.

## **3.5 Bid Delivery**

The Bid is to be submitted by certified mail or hand-delivered to the address listed on the Key Information Summary Sheet, no later than the date and time listed on the Key Information Summary Sheet in order to be considered.

The Procurement Officer must receive the submission by 2:00 pm on October 10, 2014. The date and time of submission is determined by the date and time of arrival in the Procurement Officer's office. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Bids received by the Procurement Officer after the due date will not be considered.

## **3.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a notification of recommendation for award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures:

- Signed Contract (Attachment A)
- Completed Contract Affidavit (Attachment C)
- Copy of a current Certificate of Insurance with the prescribed limits set forth in "Insurance Requirements," listing the State as an additional insured.

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## **SECTION 4– EVALUATION CRITERIA AND PROCEDURE**

### **4.1 Evaluation Criteria**

The Bids will be evaluated based on the Total Bid Price. The Bidder **MUST** be an OEM, Authorized Maryland Dell Vendor.

### **4.2 Financial Criteria**

All qualified Bidders will be ranked from the lowest to the highest price based on their Total Bid Price proposed within the stated guidelines (as submitted in the Price Bid Form).

### **4.3 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: (a) the resident business is a responsible Bidder; (b) a responsible Bidder whose principal office or principal base of operations is in another state submits the lowest responsive bid; (c) the state in which the nonresident’s principal office is located or the state in which the nonresident has its principal operation through which it would provide the goods or services gives a preference to its residents through law, policy, or practice; and (d) the preference does not conflict with a federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice, gives to its residents.

### **4.4 Award Determination**

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

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## ATTACHMENTS

### **Attachment A – Procurement Contract**

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. 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 three (3) 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 B – Bid Affidavit**

This Attachment must be completed and submitted with the Bid.

### **Attachment C – Contract Affidavit**

This Attachment must be completed by the recommended awardee and submitted to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

### **Attachment E– Bid Price Form**

The Bid Form must be completed and submitted with the Bid.

### **Attachment F – Mercury Affidavit**

This Attachment must be completed and submitted with the Bid.

### **Attachment G– Investment Activity in Iran**

This Attachment must be completed and submitted with the Bid.

### **Attachment H – Conflict of Interest Affidavit and Disclosure**

If required (see Section 1.37), this Attachment must be completed and submitted with the Bid.

**ATTACHMENT A– CONTRACT**

**STATE OF MARYLAND  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
DIVISION OF VITAL RECORDS**

**“Dell Optiplex 9020 SFF Desktop Computers ” for Vital Statistics  
Administration  
PROJECT NO. M00P5401468**

**THIS CONTRACT (the “Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_ and, on behalf of the STATE OF MARYLAND, the **MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE.**

**IN CONSIDERATION** of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated \_\_\_\_\_.
- 1.2 “Contract” means this contract for Dell Optiplex 9020 SFF Computers.
- 1.3 “Contractor” means \_\_\_\_\_, whose principle business address is \_\_\_\_\_.
- 1.4 “Contract Manager” means the individual identified in Section 1.7 of the IFB or a successor designated by the Department.
- 1.5 “Department” means the Department of Health and Mental Hygiene (DHMH).
- 1.6 “IFB” means the Invitation for Bids for Dell Optiplex 9020 SFF Computers Solicitation #M00P5401468 and any amendments thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the person identified in Section 1.6 of the IFB or a successor designated by the Department.
- 1.8 “State” means the State of Maryland.
- 1.9 “Dell Desktop Computers,” means those hardware products described in Section 2 of the IFB.

2 Scope of Work

- 2.1 The Contractor shall provide Dell Optiplex 9020 SFF Desktop Computers, as such products are described more fully in the IFB and in the Contractor's Bid, attached hereto as Exhibit C. These products shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through C, the terms of this Contract shall control. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – Invitation For Bids Project No.

Exhibit B – The Contract Affidavit dated\_\_\_\_\_ . (Attachment C)

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. 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 of this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

Unless terminated earlier as provided in this Contract, the term of this Contract shall begin on October 01, 2014 and shall end on December 01, 2014.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the requirements of this Contract, payment to the Contractor pursuant to this Contract shall be at a Firm Fixed-Price of \$\_\_\_\_\_.

The Contractor shall not receive any other payment for the Hardware.

- 4.2 Invoices must be provided in the format and on the schedule identified in the IFB. Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. The Contractor's eMaryland Marketplace identification number is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no



later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 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 Electronic funds transfer will be used by the State to pay the Contractor for this contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract shall become and remain the sole and exclusive property of the State and shall be available to the Department at any time. The Department 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, the works created 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 under this Contract are not works for hire for the Department, 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 Department, 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 and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's

computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided 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.

7. Non-Hiring of Employees

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

8. Exclusive Use and Ownership

8.1 Limitations. Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Software, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract.

8.2 Confidentiality. Contractor shall at all times treat all information and material relating to the Hardware in accordance with the confidentiality provision of this Contract.

9. Patents, Copyrights, Intellectual Property

9.1. 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.

9.2. The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a settlement of claims occur or a court finally

awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 9.3 below.

- 9.3. 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.

10. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, 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 Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

11. Disputes

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

12. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

13. 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 person 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.

14. Contingent Fee Prohibition

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

15. Nonavailability 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 of Maryland 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.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland 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.

17. Termination for Convenience

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

18. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

The Procurement Officer 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.

20. Pre-Existing Regulations

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

21. Financial Disclosure

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

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

22. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after close out of this Contract and final payment by the State of Maryland under this Contract 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 the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section. This provision shall survive expiration of this Contract.

24. Compliance with Laws

The Contractor hereby represents and warrants that:

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

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

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

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

25. Cost and Price Certification

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

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

26. Living Wage

26.1. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. This contract has been deemed to be a Tier 1 contract.

26.2. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.50 per hour.

26.3. The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting 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.

26.4. The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

27. Commercial Non-Discrimination

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

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include



the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

29. Indemnification

29.1. The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

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

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

29.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract. Section 29 shall survive expiration of this Contract.

30. Nonvisual Accessibility Warranty

The Contractor warrants that the information technology offered under the Bid (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual 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 non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

31. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received by the State. Title of all such deliverables passes to the State upon receipt by the State, subject to the State's acceptance and payment for the same in accordance with the terms of this Contract.

31. Administrative

31.1. Procurement Officer and Contract Manager. The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

31.2. 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:

George M. Baker III  
Business Manager  
Division of Vital Records  
6550 Reisterstown Road  
Baltimore, Maryland 21215

Phone Number: 410-764-3196  
E-Mail: [george.baker@maryland.gov](mailto:george.baker@maryland.gov)

With a copy to:

Carlietha Benbow  
Procurement Officer  
Office of Procurement & Support Services  
201 W Preston Street, 4<sup>th</sup> Floor  
Baltimore, Maryland 21201  
Phone: 410-767-1883  
E-Mail: [carlietha.benbow@maryland.gov](mailto:carlietha.benbow@maryland.gov)

If to the Contractor:

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

Attn: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

**WITNESS/ATTEST:**

\_\_\_\_\_

**FOR THE CONTRACTOR:**

By: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**WITNESS:**

\_\_\_\_\_

**FOR THE DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE**

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

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

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

**ATTACHMENT B – BID AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners.

"Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

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

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**K. ACKNOWLEDGEMENT**

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

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)



**ATTACHMENT C – CONTRACT AFFADAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
- (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business's policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT E – BID PRICE FORM**

**DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

**Invitation For Bids (IFB) No. M00P5401468**

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**BID PRICE SHEET – PAGE 1 OF 2**

**CONTRACT TITLE: Dell Desktop 9020 SFF Computers for the Division of Vital Records**

**In response to the Invitation for Bid (IFB) No.M00P5401468, the following bid is submitted by:**

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Name of Bidder

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Signature of Authorized Person and date Signed

<u><b>Item Description</b></u>	<u><b>Quantity</b></u> (A)	<u><b>Unit Price</b></u> (B)	<u><b>Bid Price</b></u> (A x B)
<b>DELL Optiplex9020</b>	40	\$	\$
<b>Total Bid Price</b>			

DHMH requests the unit price to purchase a minimum of forty (40) Dell Optiplex 9020 SFF Desktop Computers. Prices quoted shall be all inclusive in accordance with the specifications contained herein and shall include all costs associated with the acquisition, delivery, and acceptance of the equipment specified. **Bidder must also submit product information on the Dell Desktops being quoted.**

The computers shall be delivered to the following address:

Division of Vital Records  
6550 Reisterstown Road  
Baltimore, MD 21215  
Attention: George M. Baker III [geroge.baker@Maryland.gov](mailto:geroge.baker@Maryland.gov)  
410-764-3196

By affixing your signature to the Bid Cost Sheet, you hereby indicate that you have read all bid terms, conditions, and specifications and agree to all the terms, conditions, specifications, and provisions. Furthermore, you are attesting that your company is currently licensed to do business within the State of Maryland for the services you will provide DHMH under this bid. **The signer of this document must be a person authorized to bind the Company.**

Company Name: \_\_\_\_\_

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

Office Telephone: \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Identification Number (FEIN) or Social Security (SS) Number: \_\_\_\_\_

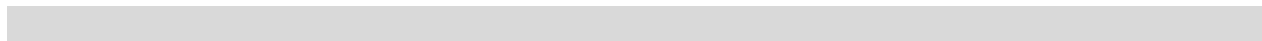
Small Business Reserve Number: \_\_\_\_\_

Veteran Owned Small Business (VOSB): \_\_\_\_\_ YES \_\_\_\_\_ NO

Minority Business Enterprise (MBE) Firm: \_\_\_\_\_ YES \_\_\_\_\_ NO

(if Applicable):

MBE Certification No: \_\_\_\_\_ MBE Classification Code: \_\_\_\_\_



**ATTACHMENT F – MERCURY AFFIDAVIT**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) and the duly authorized representative of \_\_\_\_\_ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

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

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

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

\_\_\_\_\_ By \_\_\_\_\_  
Date Signature

Print Name: \_\_\_\_\_  
Authorized Representative and Affiant



**ATTACHMENT G – IRAN INVESTMENT AFFIDAVIT**

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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

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

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

(Authorized Representative and Affiant)



**ATTACHMENT H - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Reference COMAR 21.05.08.08**

**(Submit with Bid/Proposal)**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)