

**INVITATION FOR BIDS (IFB)**  
**DIVISION OF PAROLE AND PROBATION**  
**SEXUAL OFFENDERS TRAINING CONFERENCE**

**SOLICITATION NUMBER: DPSCS Q0012054**



**Department of Public Safety and Correctional Services**  
**Office of the Secretary**

**Issue Date: Tuesday, June 12, 2012**

**NOTICE**

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

**Minority Business Enterprises are encouraged to respond to this solicitation**

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

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 take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid. If you have chosen not to bid on this opportunity, please fax this completed form to: 410-339-4240 (Attention: Michael Briscoe).

Title: Department of Public Safety and Correctional Services  
**Division of Parole and Probation**  
**Sexual Offenders Training Conference**

Solicitation Number **DPSCS Q0012054**

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 Contract is not something we normally provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- The scope of work is beyond our current capacity.
- Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- We cannot be competitive. (Explain in Remarks Section)
- Time allotted for submission of a bid is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- Bid requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- MBE requirements (Explain in REMARKS section.).
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- Payment schedule too slow.
- Other: \_\_\_\_\_

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

REMARKS:

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

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

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

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**  
Department of Public Safety and Correctional Services  
Invitation for Bid for  
**Division of Parole and Probation**  
**Sexual Offenders Training Conference**

SOLICITATION NUMBER DPSCS Q0012054

**IFB Issue Date:** **Tuesday, June 12, 2012**

**IFB Issuing Office:** Department of Public Safety and Correctional Services

**Procurement Officer:** Michael Briscoe  
Office Phone: 410 339-5014  
Fax: 410-339-4240  
E-mail: mbriscoe@dpscs.state.md.us

**Bids are to be sent to:** Michael Briscoe  
Procurement Officer  
Department of Public Safety and Correctional Services  
300 E. Joppa Road, Suite 1000, Towson, Maryland 21286

**Pre-Bid Conference:** **Wednesday, June 20, 2012 @ 2:00 PM (Local Time)**  
Department of Public Safety and Correctional Services  
300 E. Joppa Road, 10<sup>TH</sup> floor conference room Towson,  
Maryland 21286-3020

**Bid Due Date and Time:** **Tuesday, July 10, 2012 @ 2:00 PM (Local Time)**

**Bid Opening:** **Tuesday, July 10, 2012 @ 2:30 PM (Local Time)**  
300 East Joppa Road, Conference Room, Suite 1000  
Towson, MD 21286

**NOTE**

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

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## SECTION 1 - GENERAL INFORMATION

### 1.1 SUMMARY STATEMENT

The Department of Public Safety and Correctional Services (DPSCS), is soliciting bids for a firm to host a training conference within 10 miles of 100 State Circle, Annapolis, Maryland. The three consecutive day training may occur any Weekday Monday – Friday and include lodging for two (2) days.

### 1.2 ABBREVIATIONS AND DEFINITIONS

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

- a. Agency- Division of Parole and Probation.
- b. Business Day means the official working days of the week to include Monday through Friday. Official working days excludes State observed holidays and other days when the State as a whole is officially closed.
- c. COMAR- Code of Maryland Regulations.
- d. Contract- The Contract attached to this IFB as Attachment A
- e. Contractor- Winning vendor.
- f. Contract Manager- The state representative(s) that serves as the project manager(s) for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides guidance to the contract. The Department's Contract Manager is identified in section 1.3.
- g. DPP – Division of Parole and Probation
- h. DPSCS-Department of Public Safety and Correctional Services.
- i. Issuing Office- Department of Public Safety and Correctional Services
- j. Bidder- An entity that submits a bid in response to this IFB.
- k. IFB-This Request for Bid for the Maryland Department of Public Safety and Correctional Services, Solicitation Number **Q0012054** dated, **Tuesday, June 12, 2012** including any amendments.
- l. Procurement Officer- The State representative responsible for this IFB for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Invitation for Bids is identified in section 1.4.

### 1.3 ISSUING OFFICE/DPSCS CONTRACT MANAGER

DPSCS is issuing this IFB. The Department Contract Managers for this contract are:

Jerri Nolet & Bruce Gerber  
Division Parole and Probation  
6776 Reisterstown Rd, Suite 305-11  
Baltimore, MD 21215  
Phone: 410-585-3518 or (Gerber) 3527

DPSCS may change the Contract Manager(s) at any time by written notice to the Contractors. Technical direction shall only come from the Contract Manager(s).

#### 1.4 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 below:

Michael Briscoe, Procurement Officer  
Department of Public Safety and Correctional Services  
Procurement Unit  
300 E. Joppa Road, Suite 1000  
Towson, Maryland 21286-3020  
Telephone: 410-339-5014  
Fax: 410-339-4240  
Email: [mbriscoe@dpsc.state.md.us](mailto:mbriscoe@dpsc.state.md.us)

DPSCS may change the Procurement Officer at any time by written notice to the Contractor.

#### 1.5 PRE-BID CONFERENCE

A Pre-Bid Conference will be held on **Wednesday, June 20, 2012 @ 2:00 PM**, for this solicitation. The location of this conference is 300 E. Joppa Road 10<sup>th</sup> floor conference room, Towson, MD 21286. Attendance at the Pre-Bid Conference is not mandatory but all interested bidders are encouraged to attend in order to facilitate better preparation of their bids. Interested vendors are requested to submit Attachment H, Pre-Bid Conference Response Form to the Procurement Offer by **Tuesday, June 19, 2012**.

#### 1.6 QUESTIONS

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

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the IFB. A summary of all questions and answers will be distributed to all vendors and will be posted on [www.emaryland.buyspeed.com](http://www.emaryland.buyspeed.com) and the Department's website ([www.dpsc.state.md.us](http://www.dpsc.state.md.us)).

#### 1.7 USE of E-MARYLAND MARKETPLACE

"e-Maryland Marketplace" (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS web site (<http://www.dpsc.state.md.us>) and other means for transmitting this IFB and associated materials, the solicitation and minutes of the Pre-Bid Conference, Bidder questions and DPSCS responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

## **1.8 BID DUE DATE**

One original, plus one (1) bound copy of each bid must be received by the Procurement Officer, at the address listed in Section 1.4, no later than **Tuesday, July 10, 2012 at 2:00 PM**, Local Time, in order to be considered. An electronic version (CD) of the bid in MS Word format must be enclosed with the original bid. Ensure that the CDs are labeled with the Date, IFB title, IFB number, and Bidder name and packaged with the original copy of the bid.

Requests for extension of this date or time will 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 arriving after the closing time and date will not be considered. Bids delivered by facsimile or email will not be considered.

## **1.9 DURATION OF OFFERS**

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

## **1.10 REVISIONS TO THE IFB**

If it becomes necessary to revise this IFB before the bid due date, amendments will be provided to all prospective bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Amendments to the IFB will be posted on e-Maryland Marketplace and the DPSCS website (<http://www2.dpscs.state.md.us/publicservs/procurement/>).

Acknowledgement of the receipt of all amendments to this IFB must accompany the bidder's bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

## **1.11 CANCELLATIONS**

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

## **1.12 INCURRED EXPENSES**

The State shall 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.

## **1.13 PROTESTS/DISPUTES**

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

## **1.14 TIE BIDS**

Tie bids are responsive bids from responsible bidders that are identical in price, terms, and conditions which meet all the requirements and evaluation criteria set forth in the invitation for bids and will be processed in accordance with COMAR 21.05.02.14.

### **1.15 MULTIPLE BIDS**

A bidder may not submit more than one bid. Multiple and Alternate bids will not be accepted.

### **1.16 ACCESS TO PUBLIC RECORDS ACT NOTICE**

A bidder should identify those portions of the bid it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

### **1.17 BIDDER RESPONSIBILITIES**

The State shall enter into a contractual agreement only with the selected bidder. The selected bidder shall be responsible for all 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.

### **1.18 MANDATORY CONTRACTUAL TERMS**

By submitting a bid in response to this IFB in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the Contract (**Attachment A**).

### **1.19 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. 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.

### **1.20 BID AFFIDAVIT**

A completed Bid Affidavit must accompany the bid submitted by a Bidder. A copy of this Affidavit is included as **Attachment B** of this IFB.

### **1.21 CONTRACT AFFIDAVIT**

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder shall 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 need not be submitted with a Bidder's bid but must be provided upon notice of contract award.

### **1.22 ARREARAGES**

By submitting a response to this solicitation, the bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and

employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

### **1.23 PROCUREMENT METHOD**

The contract shall be awarded in accordance with the Competitive Sealed Bidding process under Code of Maryland Regulations (COMAR) 21.05.02.

### **1.24 TERM OF CONTRACT**

The Contract resulting from this IFB shall be for a three day and two night period beginning on or about **September 10, 2012** and ending on or about **September 28, 2012**.

### **1.25 CONTRACT TYPE**

The Contract resulting from this solicitation shall be a Fixed price Contract in accordance with COMAR 21.06.03.02. The Contractor's unit pricing shall include all service costs including labor, travel and overhead. Billing for services shall be submitted by the Contractor after complete performance of the services specified in this solicitation.

### **1.26 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 responsible Bidder whose headquarters, principal base of operations, or principle site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents through law, policy, or practice; and, 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.

### **1.27 NO BID STATEMENT**

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors/Contractors" form, which includes the company information and the reason for not responding (i.e.; too busy, cannot meet mandatory requirements, etc.).

### **1.28 BID OPENING AND RECORDING OF BIDS**

Bids will be opened in accordance with the provisions of COMAR 2.05.02.11B. Specifically, the bids will be opened on **Tuesday, July 10, 2012 at 2:00 P.M.** (local time) at 300 E. Joppa Road, Conference Room, Suite 1000, Towson, MD 21286.

Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

## **1.29 AWARD BASIS**

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable evaluated price for providing services specified in this IFB. The most favorable bid price will be based on the total bid price in **Attachment E**.

## **1.30 LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment E entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the Affidavit of Agreement, the State may determine an Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 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, an Bidder shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The Bidder must identify in their bid the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or [ravallone@dllr.state.md.us](mailto:ravallone@dllr.state.md.us). Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation.

## **1.31 PROMPT PAYMENT TO SUBCONTRACTORS**

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §28 (see

Attachment A). Additional information is available on the GOMA website at [http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf).

### **1.32 MINORITY BUSINESS ENTERPRISES**

There is no minority business enterprise subcontractor participation goal for this solicitation.

### **1.33 ELECTRONIC FUNDS TRANSFER**

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall 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 is included as Attachment I and can be downloaded at the following URL: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

### **1.34 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:
  - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
  - 2. Make a false or fraudulent statement or representation of a material fact; or
  - 3. 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 years.

### **1.35 STATE ETHICS**

The State Ethics Law, State Government Article, Section 15-508, applies to persons who are involved in the drafting of specifications. In general, and with certain exceptions, such persons are prohibited from participating in the implementation of those specifications whether as a prime or subcontractor. Please see Section 15-508 for further detail.

### **1.36 ELECTRONIC PROCUREMENTS AUTHORIZED**

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

1.36.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the IFB or the Contract.

1.36.3“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, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

1.36.4 In addition to specific electronic transactions specifically authorized in other sections of this IFB (e.g. §1.28 related to EFT) and subject to the exclusions noted in section 5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

A. The Procurement Officer may conduct the procurement using eMarylandMarketplace, e-mail or facsimile to issue:

- (i) the solicitation (e.g. the IFB);
- (ii) any amendments;
- (iii) pre-proposal conference documents;
- (iv) questions and responses;
- (v) communications regarding the solicitation or bid to any bidder or potential bidder including requests for clarification, explanation, or removal of elements of an bidder's bid deemed not acceptable;
- (vi) notices of award selection or non-selection; and
- (vii) the Procurement Officer’s decision on any protest or Contract claim.

B. A bidder or potential bidder may use e-mail or facsimile to:

- (i) ask questions regarding the solicitation;
- (ii) 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;
- (iii) request a debriefing; or,
- (iv) submit a "No Bid Response" to the solicitation.

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

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

- A. submission of initial bids or proposals;
- B. filing of protests;
- C. filing of Contract claims;
- D. submission of documents determined by DPSCS to require original signatures (e.g. Contract execution, Contract modifications, etc); or
- E. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

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

## SECTION 2 – SCOPE OF WORK

### 2.1 OVERVIEW

The Department of Public Safety and Correctional Services, Division of Parole and Probation is soliciting a firm to host a training conference within 10 miles of 100 State Circle, Annapolis, Maryland. The vendor will be responsible for providing meeting space, overnight accommodations (including parking), and meals for approximately 140 to 170 participants (though the Department does not guarantee a minimum number of attendees).

The goal of the conference is to integrate activities related to specialized sexual offender supervision and related initiatives (including containment team operation, focused risk assessment, computer monitoring, electronic tracking, polygraph testing, and offense-specific treatment services) into a coherent, unified, and adaptable management strategy.

Through this training, specialized agents – including many newly assigned to containment teams – will understand how to initiate and monitor the electronic tracking of offenders using the tools and services of a new vendor. In addition, these agents will better understand polygraph examination referral and response procedures, and will receive updated information on risk assessment, computer monitoring, specialized psychotherapeutic treatment, and revised sexual offender management policies. They will understand how to utilize these tools with sexual offenders of various risk levels in a manner which can most effectively minimize potential recidivism.

### 2.1 SCOPE OF WORK

The Contractor shall offer one or more blocks of three consecutive days between **September 10, 2012 and September 28, 2012**, to hold the meeting. The Contractor shall provide a meeting facility located within 10 miles of 100 State Circle, Annapolis, Maryland.

#### 2.2.1. MEETING ROOM REQUIREMENTS

2.2.1.1 Meeting Space for approximately 140 to 170 persons.

2.2.1.2 The Contractor shall reserve the 3-day meeting space for consecutive weekdays only (Monday thru Friday).

2.2.1.3 Main Meeting Room requirements:  
(For use during the afternoon and evening of Day 1, the evening of Day 2, and the afternoon of Day 3).

2.2.1.4 Internet access: Wireless and hard-wired internet connection (60–70 megabit bandwidth), with router, cables, and any other required hardware.

2.2.1.5 Furnishings and equipment: Projector for PowerPoint or other presentation, draped presentation screen, wireless mouse, laser pointer, draped podium, wireless and wired microphone, stand up flip chart and markers, two (2) six-foot skirted tables with tablecloths for presenters, and sufficient seating to accommodate approximately 140 to 170 participants.

#### 2.2.2 BREAKOUT ROOMS REQUIREMENTS

2.2.2.1 The Contractor shall provide four (4) Breakout rooms which meet the following Requirements (For use throughout Day 2 and on the morning of Day 3):

2.2.2.2 Internet access: Each Breakout room shall be equipped with a hard-wired internet connection (60–70 megabit bandwidth) and all routers, hubs, cables and other hardware required.

2.2.2.3 Furnishings and equipment: Projector for PowerPoint or other presentation, draped presentation screen, wireless mouse, laser pointer, draped podium, wireless and wired microphone, stand-up flip chart and markers, one skirted square table for the presenter and sufficient rectangular tables (with tablecloths and 6-8 chairs for each table) to accommodate approximately 40 participants.

## **2.3 MEALS**

2.3.1 Meals shall be provided for approximately 140 to 170 persons.

2.3.2 The Contractor will be responsible for providing all table coverings, dining utensils and condiments necessary for meal consumption.

### 2.3.2.1 DAY 1

- a. Participants will arrive late in the afternoon of Day 1
- b. The dining area must have a seating capacity of 170.
- c. Dinner is to be served at 5 p.m. on arrival night.
- d. Dinner: Buffet style food to include the following: salad(s), meat, fish or poultry, vegetable, pasta or starch, bread/rolls beverages (coffee, tea, iced tea, water), dessert.

### 2.3.2.2 DAY 2

- a. Breakfast - Buffet breakfast to include: Danish pastry; bagels and condiments or yogurt and granola; eggs and bacon/sausage, toast; beverages (juice, coffee, tea).
- b. Water available throughout the day.
- c. Lunch - Buffet style lunch with “build your own” salad and sandwich items including assorted lettuces, vegetables, meats, poultry, cheeses, dressing and condiments, and beverages (coffee, tea, iced tea, water).
- d. Dinner- Dinner: Buffet style food to include the following: salad(s), meat, fish or poultry, vegetable, pasta or starch, bread/rolls beverages (coffee, tea, iced tea, water), dessert.

### 2.3.2.3 DAY 3

- a. Breakfast - Buffet style breakfast to include: Danish pastry; bagels and condiments, or yogurt and granola; eggs and bacon/sausage, toast; beverages (juice, coffee, tea).
- b. Water available throughout the day.
- c. Lunch- Box lunch to include: assorted – meat, poultry, vegetarian - sandwiches; fruit; desserts; beverage (water, soda).

2.3.3 The actual menu submitted by the contractor shall be subject to approval by the Contract Monitor

## **2.4 LODGING**

2.4.1 Lodging shall be provided for approximately 140 to 170 persons

2.4.2 The Contractor is to provide lodging (room and tax only) for approximately 140 to

170 persons based on single occupancy, for the nights of Day 1 and Day 2.

2.4.3 The lodging must be located at the same site as the conference rooms.

2.4.4 Participants will check out according to vendor policy and meeting rooms will be available until 5:00 p.m.

## **2.5 INCIDENTALS**

2.5.1 Parking: The facility must have free parking for all of the attendees.

2.5.2 The Agency shall not be responsible for any charges or costs personally incurred by persons attending the conference, including but not limited to:

- a. Local Telephone calls
- b. Long Distance Telephone calls
- c. In-Room Movies
- d. Any damages an employee may cause

2.5.3 Any person who incurs such charges will be personally responsible for paying those charges.

## **2.6 CONTRACTOR KICK-OFF MEETING**

A contract Kick-Off Meeting shall be held within ten (10) days of the Contractor's notification of contract award / Notice to Proceed (NTP). The date and time of the Kick-off Meeting will be scheduled by the State's Contract manager. The purpose of the Kick-Off Meeting shall be to understand and communicate timeline(s) and known requirements of the Contract.

## **2.7 COMPENSATION - INVOICES**

The Contractor shall be paid after completing all requirements as describe in section 2 and submitting a correct invoice containing:

1. The Contractor's Taxpayer Identification Number; for individuals and sole proprietors, this number is to be the contractor's Social Security Number and for all other types of organizations, this number is to be the Federal Employer Identification Number.
2. The Contractors invoice shall include the following information:
  1. Contract Number, DPSCS Q0012054
  2. Contractor's Name
  3. Contractor's Address
  4. Contractor's Tax ID #
  5. Amount to be paid by DPP

and must be submitted to:

Accounts Payable  
Maryland Department of Public Safety and Correctional Services  
300 E. Joppa Road, Suite 1000,  
Towson, MD 21286

## **SECTION 3. BID FORMAT**

The bidder shall submit the following documents as its bid package. A Tab as detailed below shall separate each section:

TAB A. TRANSMITTAL LETTER

A brief letter addressed to the Procurement Officer which contains the following:

- Name & Address of Bidder
- Name, Title and Telephone Number of Contact for Bidder
- Statement that bid is in response to Solicitation Q0012054
- Signature, Typed Name, and Title of an Individual Authorized to Commit Bidder to Bid
- Federal Employer Identification Number of the Firm, or; If a single individual, a Social Security Number
- Acceptance of all State contract terms
- Acknowledgement of all Addenda to this IFB

TAB B. TABLE OF CONTENTS

TAB C. REFERENCES

(1) The bidder shall submit with the bid, a list of three (3) references to which similar services have been rendered within the past five years. The listing shall include the name and address of the organization used as a reference, description of the services rendered, date when services were rendered, a point of contact (POC) at the reference organization, a phone number and an email address for the POC.

TAB D. FINANCIAL STATEMENTS

The bidder must submit its complete audited financial statements, including all of the auditor's notes, for its last two fiscal years. If the bidder has not had its financial statements audited by an independent accounting firm, the Bidder must submit such un-audited financial statement as it has.

TAB E. BID FORM

See Attachment F for form

- Figures shown on Bid Form are for bid evaluation purposes only.
- Do not change or alter Attachment D
- Nothing may be entered on the Bid Form that alters or proposes conditions or contingencies on the prices or bid.

- All unit prices must be clearly type with dollars and cents, e.g; \$24.15.
- The Bid form is to be completed, signed and dated by an individual who is authorized to bind the bidder to all prices and discounts bid. Enter all information in the spaces and calculate the totals as instructed in Attachment D – Bid Form Instructions.
- The Bid form is to be completed, signed and dated by an individual who is authorized to bind the bidder to all prices and discounts bid.

TAB F. BID/PROPOSAL AFFIDAVIT  
(See Attachment B for form)

TAB G. LIVING WAGE AFFIDAVIT OF AGREEMENT (Attachment E)

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## **ATTACHMENTS**

- ATTACHMENT - A** Example of the State's contract. It is provided with the IFB for informational purposes and is not required at bid submission time.
- ATTACHMENT - B** Bid Affidavit - Bidder's Bid Affidavit must be completed and submitted with the Bidder's Bid
- ATTACHMENT - C** The Contract Affidavit is not required at bid submission time. It must be submitted by the selected Bidder within 5 business days of notification of proposed contract award
- ATTACHMENT - D** BID FORM AND INSTRUCTIONS, Price Bid/Instructions/Forms – comprises the Bidder's Price Bid; must be completed, signed and submitted by the Bidder with Bid submission
- ATTACHMENT - E** LIVING WAGE REQUIREMENTS AND AFFIDAVIT- completed, signed and submitted by the Bidder with Bid submission
- ATTACHMENT - F** Conflict of Interest Affidavit and Disclosure; must be completed and submitted by the Bidder with Bid submission.
- ATTACHMENT - G** Pre-Bid Conference Response Form. It is requested that this form be completed and submitted by those potential Bidders which plan on attending the conference.
- ATTACHMENT - H** Electronic Funds Transfer Registration Request Form

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## ATTACHMENT A – AN EXAMPLE OF THE STATE’S CONTRACT

THIS CONTRACT is made this \_\_\_ day of **July 2012** by and between and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, (herein know as the Agency) and \_\_\_\_\_ herein know as the (Contractor).

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

### 1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the IFB shall have the meanings provided in the IFB. In this Contract, the following words have the meanings indicated:

- 1.1 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.2 “Department” means the Maryland Department of Public Safety and Correctional Services.
- 1.3 “Procurement Officer” means \_\_\_\_\_.
- 1.4 “IFB” means the Invitation for Bids dated: **Wednesday, June 12, 2012**
- 1.5 “State” means the State of Maryland.

### 2. Scope of Work

- 2.1 The Contractor shall provide the services described in the Contractor’s bid and the IFB. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Attachment A – The Contract including the IFB dated \_\_\_\_\_
- Attachment B – Contract Affidavit
- Attachment C – Price Bid Form
- Attachment D – MBE Forms
- Attachment E – Living Wage Affidavit

- 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 shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this

section shall excuse the Contractor from proceeding with the Contract as changed. Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR 21.07.01.04, is obtained.

**3. Time for Performance**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on or about **September 10, 2012** and ending on or about **September 28, 2012**. The Contract resulting from this IFB shall be for a three day and two night period.

**4. Consideration and Payment**

**4.1** The Contractor shall be paid no more than the following:

**NOTE: THE COMPENSATION AMOUNT SHALL BE DERIVED FROM THE CONTRACTOR'S BID.**

**4.2** 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. Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

**4.3** Each invoice must reflect the Contractor's federal tax identification number, which is\_\_\_\_\_. 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.

**4.4** Each invoice must contain the following information:

1. Contract Number, **DPSCS Q0012054**
2. The name of the Referring Agent
3. The business address of the Referring Agent
4. The Purchase Order Number

and must be submitted to:

Accounts Payable  
Maryland Department of Public Safety and Correctional Services  
300 E. Joppa Road, Suite 1000  
Towson, MD 21286

**4.5** 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 pursuant to this Contract.

**5. Personnel**

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

**6. Confidentiality**

All information provided to the Contractor by the Department, regardless of nature or manner of storage, including, without limitation, information or data stored within the Department's computer systems shall be held in absolute confidence by the Contractor. The Contractor may disclose such confidential information to its officers, agents and employees only to the extent that such disclosure is necessary for the performance of their duties under this Contract.

**7. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer.

**8. Insurance Requirements**

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

**9. Non-Hiring of Employees**

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

**10. 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 shall 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 shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**11. Maryland Law**

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

**12. 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 physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (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.

**13. Contingent Fee Prohibition**

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

**14. 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 shall 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 shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**15. Termination for Default**

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

**16. 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 shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and

obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A) (2).

**17. Delays and Extensions of Time**

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall 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.

**18. 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.

**19. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, 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.

**20. 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.

**21. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Election Law Article, 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.

**22. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after 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. All records related in any way to the Contract are to be retained for the entire time provided under this section.

**23. 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 shall 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.

**24. 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.

**25. 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 sections 13, and 15 through 28 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 its subcontractors.

**26. Indemnification**

- 26.1** The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 26.2** 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.
- 26.3** 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.
- 26.4** 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 shall 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.

**27. Commercial Nondiscrimination**

- 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 Agreement 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 the DPSCS, 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. Prompt Payment Requirements and MBE Compliance**

**28.1** If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions: (a) Not process further payments to the Contractor until payment to the subcontractor is verified (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work; (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due; (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or (e) Take other or further actions as appropriate to resolve the withheld payment.

**28.2** An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

**28.3** An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not: (a) Affect the rights of the contracting parties under any other provision of law; (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or (c) Result in liability against or prejudice the rights of the Department.

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

**29.** The Contractor shall comply with the MD Information Technology Security Policy and Standards available on line at:  
[http://www.dbm.maryland.gov/dbm\\_content/dbm\\_taxonomy/security/prevention/itssecuritypolicies.pdf](http://www.dbm.maryland.gov/dbm_content/dbm_taxonomy/security/prevention/itssecuritypolicies.pdf).

**30. Administrative**

**30.1** Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager, Bruce Gerber, Special Assistant to the Executive Deputy.

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

Michael Briscoe, Procurement Officer  
Department of Public Safety and Correctional Services (DPSCS)  
300 E. Joppa Road, Suite 1000, Towson, Maryland 21286-3020  
Telephone: 410-339-5014  
Fax: 410-339-4240  
Email: [mbriscoe@dpscs.state.md.us](mailto:mbriscoe@dpscs.state.md.us)

If to the Contractor: (To be completed by Contractor)

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

CONTRACTOR

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

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

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

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012.

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

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**ATTACHMENT B – BID AFFIDAVIT**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**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)

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**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**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)

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## ATTACHMENT D – BID FORM INSTRUCTIONS

### 1. GENERAL

The bidder should use the form provided, although the form may be copied as needed by the bidder. The Bid Form is your bid; therefore Bidders must complete and return this form to the Procurement Officer. Quantities listed are estimates, used for evaluation purposes, and not a guarantee of actual quantities to be procured.

### 2. FORM COMPLETION

Complete the following:

- a. SOLICITATION IDENTIFICATION
- b. BIDDER NAME - The name of the firm submitting the bid.
- c. BIDDER SIGNATURE - The signature of the person who is authorized to commit the firm.
- d. DATE - The date when the BID FORM is due.
- e. Bidder Federal Employer Identification Number or Social Security Number:
- f. Enter all information in the spaces provided as follows:
  1. Enter the Unit Price of each line item in the Unit Price column.
  2. For each line item multiply the Unit Price by the Quantity and enter the calculated amount in the Item Total column
  3. Add lines 1 thru 15 of the Item Total column and enter the calculated amount on the Total Bid Price Line (see Attachment F).

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**ATTACHMENT E – BID FORM**

**BID FORM  
Q0012054  
Division of Parole and Probation Training Conference**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 FED ID#: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

LINE #	ITEM	DATE	UNIT PRICE	QUANTITY	ITEM TOTAL
1.	Main Meeting Room	DAY 1		X 1 AFTERNOON ONLY	
2.	Main Meeting Room	DAY 1		X 1 EVENING ONLY	
3.	Main Meeting Room	DAY 2		X 1 EVENING ONLY	
4.	Main Meeting Room	DAY 3		X 1 AFTERNOON ONLY	
5.	Breakout Room (Entire Day)	DAY 2		X 4 ROOMS	
6.	Breakout Room (Morning Only)	DAY 3		X 4 ROOMS	
7.	Internet / A.V. Charges	ALL		X 3 DAYS	
8.	Breakfast	DAY 2		X 150 PEOPLE	
9.	Breakfast	DAY 3		X 150 PEOPLE	
10.	Lunch	DAY 2		X 150 PEOPLE	
11.	Lunch	DAY 3		X 150 PEOPLE	
12.	Dinner	DAY 1		X 150 PEOPLE	
13.	Dinner	DAY 2		X 150 PEOPLE	
14.	Lodging	DAY 1		X 150 PEOPLE	
15.	Lodging	DAY 2		X 150 PEOPLE	
	TOTAL BID PRICE				

**ALL QUOTES MUST BE RECEIVED ON OR PRIOR TO: Tuesday, July 10, 2012 @ 2:00 PM**

Authorized Representative Name/Title: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT F - LIVING WAGE REQUIREMENTS

### Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a contractor not covered by the Living Wage Law as defined in B (1)(B) above, or B(3) or C below.
  - (3) Contracts involving services needed for the following:
    - (A) Services with a Public Service Company;
    - (B) Services with a nonprofit organization;
    - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into procurement ("Unit"); or
      - a. Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

Contract No. DPSCS Q0012054  
**Division of Parole and Probation Training Conference**

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

Address \_\_\_\_\_

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

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

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

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

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

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spend on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

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

- \_\_\_ All employee(s) proposed to work on the contract will spend less than one-half of the employee's time during every work week on the State contract;

- \_\_\_\_\_ All employee(s) proposed to work on the contract will be 17 years of age or younger during the duration of the contract; or
- \_\_\_\_\_ All employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness Signature Date

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**ATTACHMENT G - PRE-BID CONFERENCE RESPONSE FORM**

Solicitation Number DPSCS Q0012054  
**Division of Parole and Probation Training Conference**

A Pre-Bid Conference will be held at **2:00 PM** on **Wednesday, June 20, 2012** at the Department of Public Safety, 300 E. Joppa Road, 10<sup>th</sup> floor Conference Room, Towson, MD 21286. Please return this form by **4:00 PM Tuesday, June 19, 2012** advising whether you plan to attend. For directions to the meeting site please visit the Map Quest website at: <http://www.mapquest.com/directions/>

Return this form to:

Department of Public Safety and Correctional Services  
Michael Briscoe, Procurement Officer  
300 E Joppa Road, Suite 1000  
Towson, MD 21286  
[mbriscoe@dpscs.state.md.us](mailto:mbriscoe@dpscs.state.md.us)  
Fax # 410-339-4240

Please indicate:

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

END OF ATTACHMENT H

**ATTACHMENT H - ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION FORM**

**State of Maryland  
Comptroller of Maryland**

**Vendor Electronic Funds Transfer (EFT) Registration Request Form**

Date of request \_\_\_\_\_

**Business identification information (Address to be used in case of default to check):**

Business/Individual name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code

**Taxpayer identification number:**

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

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

**Financial facility information:**

Name and address \_\_\_\_\_

\_\_\_\_\_

Contact name, phone number (include area code) \_\_\_\_\_

ABA number

Account number

Account type  Checking  Money Market  Savings

**Format Desired:** \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* \_\_\_\_\_ EDI\* (Check one.)

**\*Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

**A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.**

**Transaction requested:**

1. \_\_\_ Initiate all disbursements via EFT to the above account.
2. \_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
3. \_\_\_ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by \* \_\_\_\_\_  
 (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company’s account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial facility listed above.

\*Name of registering business entity

\_\_\_\_\_  
 Signature of individual, company treasurer, controller, or chief financial officer and date

**Completed by GAD/STO**

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_

\_\_\_\_\_  
 State Treasurer’s Office approval date

\_\_\_\_\_  
 General Accounting Division approval date

**To Requestor:**

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller’s and Treasurer’s Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division  
 Room 205, P.O. Box 746  
 Annapolis, Maryland 21404-0746  
 (or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, [gad@comp.state.md.us](mailto:gad@comp.state.md.us). Or call 1-888-784-0144.