



**MOTOR VEHICLE ADMINISTRATION (MVA)
OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)**

**INVITATION FOR BID (IFB)
(SMALL BUSINESS RESERVE PROCUREMENT)**

**IFB NO. V-LOV-11019-M
JANITORIAL SERVICES
LOVEVILLE BRANCH OFFICE**

ISSUE DATE: July 15, 2010

BIDS DUE: August 12, 2010
Time: 2:00 P.M.

AT: Motor Vehicle Administration
OIR Building 4th Floor
6601 Ritchie Highway, NE
Glen Burnie, MD 21062

ATTN: Ruth Carnes
Procurement Officer
Office of Procurement & Contracts
Phone: 410-768-7640
Fax: 410-768-7090
E-Mail: rcarnes@mdot.state.md.us

ISSUING OFFICE:
Maryland Department of Transportation (MDOT)
Motor Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062

WARNING: Prospective Offerors who have received this document from emarylandmarketplace.com, or from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this FB, should immediately contract the Procurement Officer and provide their names and mailing addresses so that amendments to the IFB or other communications can be sent to them.

**KEY INFORMATION SUMMARY SHEET
MOTOR VEHICLE ADMINISTRATION
INVITATION FOR BIDS
JANITORIAL SERVICES – LOVEVILLE BRANCH OFFICE
PROJECT NO. V-LOV-11019-M**

IFB Issue Date: July 14, 2010

IFB Issuing Office: Motor Vehicle Administration
Procurement and Contracts Division

Procurement Officer: Ruth Carnes
Office Phone: (410) 768-7640
Facsimile: (410) 768-7090
E-Mail: rcarnes@mdot.state.md.us

Bids are to be submitted to: Motor Vehicle Administration
Procurement & Contracts Division
6601 Ritchie Highway, N.E., OIR – 4th Floor
Glen Burnie, MD 21062
Attention: Ruth Carnes

Pre-Bid Meeting/Site Inspection: July 29, 2010, beginning @ 10:30 am (local time)
Motor Vehicle Administration
Loveville Office
27351 Point Lookout Road
Leonardtown, MD 20650

Deadline for questions: August 5, 2010, 4:00 pm (local time)

Closing Date and Time: August 12, 2010, 2:00 p.m.

**MOTOR VEHICLE ADMINISTRATION
OFFICE OF PROCUREMENT & CONTRACTS
NO BID/COMMENTS NOTICE**

The Office of Procurement and Contracts Division of the Motor Vehicle Administration has solicited your participation for Contract No. V-LOV-11019-M entitled Janitorial Services – Loveville Office.

Please complete this form only if you do not intend to bid or you wish to express comments and/or concerns. The MVA is interested in improving its competitive bid process and your comments are important to this endeavor. Please return your comments with your bid, proposal, or “No Bid”, as the case may be. Thank you for your assistance.

I. If you have decided not to bid on this project, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The specifications are either unclear, or too restrictive (Explain Below)
- ☐ Doing business with the Government is simply too complicated.
- ☐ We cannot be competitive (Explain Below)
- ☐ Prior experience with the State of Maryland contracts was unprofitable or too risky. (Explain Below)
- ☐ Do not have the necessary equipment, labor and capital required.
- ☐ Do not have the experience necessary to perform the work.
- ☐ Unable to get bonding and/or special insurance. (Explain Below-Specify):
- ☐ Insufficient time to complete work.
- ☐ General Conditions/Specifications contain requirements which I do not understand. (Explain Below)
- ☐ General Conditions/Specifications contain requirements with which I do not understand or disagree with. (Explain Below)
- ☐ Unable to obtain Minority Business Enterprise (MBE) Requirements. (Explain Below)
- ☐ Other: (Explain) _____

II. If you are submitting a bid or proposal, but wish to offer suggestions or express concerns, please explain. _____

Name of Representative: _____ Date: _____

Name & Address of Company: _____

Phone: _____

Please forward this form to Ms. Ruth A. Carnes either via fax at (410) 768-7090, or via mail: Motor Vehicle Administration, Procurement & Contracts, 6601 Ritchie Highway, N.E., OIR Building 4th floor, Glen Burnie, Maryland 21062.

INVITATION FOR BID NO. V-LOV-11019-M
JANITORIAL SERVICES
LOVEVILLE BRANCH OFFICE
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SECTION - I
CONTRACT REQUIREMENTS

PROCUREMENT METHOD - This solicitation shall be conducted in accordance with
COMAR 21.05.02 -- Procurement by Competitive Sealed Bidding.

A. SUMMARY STATEMENT

The Motor Vehicle Administration (MVA) is soliciting competitive sealed bids from qualified vendors to provide janitorial services for the MVA's Loveville Branch Office, located at 27351 Point Lookout Road, Leonardtown, MD 20650. Work shall be performed in accordance with the terms, conditions and specifications set forth in this Invitation for Bid.

B. SMALL BUSINESS RESERVE PROGRAM

This project has been designated as a Small Business Reserve Procurement (SBR). This procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet statutory requirements set forth in State Finance and Procurement Article "14-501 – 14-505", Annotated Code of Maryland, and who are registered with the Department of General Services, Small Business Reserve Program are eligible for award of this contract. This form is located in Attachment E of this IFB. Please visit website <https://www.smallbusinessreserve.maryland.gov/registration/> to register, or to find out if you qualify.

C. DURATION OF CONTRACT AND RENEWALS

The term of this contract will be for two years. If applicable, the add-on percentage for any renewal being exercised may be adjusted in accordance with the annual rate change of the Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics. The price adjustment will be based on the current percent change in the "CPI" for All Urban Consumers" (CPI-U) for the Washington-Baltimore area. Pricing will be adjusted at the time of any renewal term, if exercised. This information can be found at http://stats.bls.gov/eag/eag.md_baltimore.htm.

D. ISSUING OFFICE AND PROCUREMENT OFFICER

Motor Vehicle Administration
Ruth Carnes, Procurement Officer
Procurement & Contracts Division
6601 Ritchie Highway, N.E., OIR-4th Floor
Glen Burnie, Maryland 21062
Phone: (410) 768-7640
Fax: (410) 768-7090
E-mail: rcarnes@mdot.state.md.us

The sole point of contact for purposes of this IFB is the Procurement Officer, as listed above.

E. REFERENCED STATE DOCUMENTS

Appropriate sections of the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR) are referenced throughout this IFB. Copies of the Annotated Code of Maryland and C.O.M.A.R may be obtained by contacting the Division of State Documents at (410) 974-2486, or visiting their website at <http://www.dsd.state.md.us>.

F. DECLINING TO SUBMIT A BID

If you do not intend to submit a bid in response to this solicitation, please take a few minutes to complete the No Bid/Contractor's comments notice located at the beginning of this IFB and return to the Procurement Office. The MVA is interested in improving its competitive bid process and your comments are important to this endeavor. If returning by mail, please complete and mark "No Bid" on the envelope and return. Thanking you in advance for your assistance.

G. PRE-BID MEETING AND SITE VISIT

A pre-bid meeting and site visit will be held on **July 29, 2010, beginning at 10:30 a.m. local time**, located at the Loveville Motor Vehicle Administration, 27351 Point Lookout Road., Leonardtown, MD 20650.

The purpose of this meeting is to explain the requirements of this solicitation. After the pre-bid meeting, a site visit will be conducted to allow the vendors to review the areas that will be cleaned. Although attendance is not mandatory, it is strongly encouraged.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. If required, please contact the Procurement Officer at least five (5) working days prior to the Pre-Bid Conference.

H. QUESTIONS AND INQUIRIES

Each vendor is responsible for carefully reading and understanding the full terms and conditions of this IFB. Any bidder finding any discrepancy in, or omission from, the IFB, or is in doubt as to the meaning, shall direct written questions or requests for clarification to the attention of the Procurement Officer identified above who will be the sole point of contact for MVA.

All questions for this project must be in writing, and must be directed to the Procurement Officer via mail, fax, or e-mail. Please contact the Procurement Officer to confirm receipt of your questions. The deadline to submit questions is **August 5, 2010, 4:00 p.m., local time. Questions will not be accepted after this date and time.**

Only information communicated by the Procurement Officer in writing shall be the official position of the MVA and the MVA assumes no responsibility for oral instructions or suggestions regarding this IFB. A summary of questions and answers will be posted on eMarylandmarketplace.

I. ADDENDA TO THE IFB

If it becomes necessary to revise any part of this IFB, an addendum (a) will be issued to all vendors who are listed by the Issuing Office as having received the IFB.

Acknowledgement of the receipt of all amendments, addenda, and changes issued, shall be required from all vendors submitting their bid. Failure to acknowledge receipt of addenda will not excuse the vendor to fulfill all contract obligations as specified or may result in disqualification for non-responsiveness.

The Offeror must acknowledge each addendum on the Bid Worksheet.

Although the MVA endeavors to send out all addenda to this solicitation in a timely manner, it is the responsibility of the Contractors to make sure they have received all appropriate documents prior to the bid opening date. Failure to do so may be grounds to deem your bid non-responsive.

J. BID OPENING DATE AND SUBMISSION REQUIREMENTS

The bid submission must be received by the Procurement Officer (Ruth Carnes) on or before **August 12, 2010, 2:00 p.m. local time.**

Bids are to be submitted either in person, or via mail, to the Glen Burnie MVA, at the following address:

Motor Vehicle Administration
Attn: Ruth Carnes
Procurement & Contracts Division
Office of Information Resources (OIR) Building
6601 Ritchie Highway, N.E., 4th Floor
Glen Burnie, MD 21062

The bid envelope must be clearly labeled:

JANITORIAL SERVICES – LOVEVILLE BRANCH OFFICE
Solicitation No. V-LOV-11019-M

If bids are hand-delivered, they shall be delivered to the above address. The entrance to this building is adjacent to the MVA Headquarters Building, address for map-quest: 1 Orchard Road, Glen Burnie, MD 21060.

Please note: The OIR Building is a secured facility. Upon entering the outside door, buzz the security guard for access. Inform the Security Guard that you are here to deliver a sealed bid. **A time/date clock will be located in the lobby. TIME STAMP YOUR BID IMMEDIATELY UPON ARRIVAL AND PLACE BID INSIDE THE BOX. LATE BIDS WILL NOT BE ACCEPTED.**

If you plan to attend the bid opening, please inform the security guard so that you may be presented with a temporary badge after signing the guest log. At that time, you may have a seat until the Procurement Officer, or designee arrives. All interested parties will be escorted to the room where the bid opening will take place.

Vendors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, fax, e-mail, telegraphic or mail-gram bids will not be accepted. Bids, requests for withdrawals, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

The following must be completed and submitted with your bid package:

1. Bid Worksheet - (Attachment A) shall be included in the bid submission and must be signed by an Officer of the company who is authorized to make a binding commitment for the firm. The bid must include their title and/or position in the firm. Prices shall be all inclusive in accordance with the specifications, terms and conditions contained herein and shall include all costs associated with the performance of this IFB. **The Bid Price Worksheet is not to be altered in any way.**
2. Company Profile - (Attachment B) shall be completed and included with the bid submission. Carefully review the required information and the required number of year's experience in providing similar type work as specified in the IFB.
3. Bid/Proposal Affidavit - (Attachment C) shall be included with the bid Submission and must be completed by an Officer of the prime company authorized to make a binding commitment for the firm submitting the bid. The bid must include their title and/or position in the firm.
4. Small Business Affidavit (Attachment E) shall be completed by the selected offeror and must be signed by an Officer of the company who is authorized to make a binding commitment to the firm.
5. Living Wage Affidavit of Agreement – (Attachment G) shall be completed by the selected offeror and must be signed by an Officer of the company who is authorized to make a binding commitment to the firm.

The following attachment will be required of the successful offeror within ten (10) business days of award and/or prior to final award of this contract:

1. Insurance Requirements - (Attachment D). The selected offeror will be required to provide an Insurance Certificate documenting evidence of the required insurance coverage in the amounts specified.
2. Roster – List of Employees – (Section III, Page 22) The selected offeror will be required to provide the list of employees who will be servicing the Loveville MVA. This information shall also include the employees' full name, current address, date of birth and social security number. This roster will be utilized on the premises during the time the janitorial services will be performed. Every time a new hire comes on board, the Roster will need to be updated.
3. Maryland Criminal Justice Information Checks – (Section III, Page 22) The selected offeror will be required to provide written confirmation to the MVA Procurement Office indicating that the employee(s) listed in Item 2 above, has no criminal conviction history that would prevent their employment with the MVA, and that the employee(s) are not currently under any indictment and is living in the United States legally and is not in violation of any Bureau of Immigration & Customs Enforcement Regulations (Formerly INS). This applies to employees hired after the award of the contract.

K. BASIS OF AWARD

The award of this contract will be made to responsive and responsible bidder submitting the lowest annual lump sum as listed on the vendor's bid worksheet, Attachment A. For this IFB, the MVA **will not** accept for consideration, conditional, multiple or alternate bids.

L. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for one hundred and eighty (180) days following the due date. The Procurement Officer may, however, request vendors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

M. MINIMUM QUALIFICATIONS

Bidders for this contract must have a minimum of five (5) years experience providing janitorial services to commercial clients with facilities similar in size and scope of work to that of the Loveville MVA Office.

SECTION II GENERAL INFORMATION

A. **PURPOSE**

The overall purpose of this IFB is to provide information to Bidders interested in preparing and submitting bids to meet the MVA's requirement for Janitorial Service for the MVA Loveville Branch Office.

B. **CANCELLATION OF THE IFB**

This solicitation is subject to cancellation as provided in COMAR 21.06.02. MVA may cancel this IFB, in whole or in part, whenever this actions is determined to be fiscally advantageous to MVA or otherwise in its or the State's best interest.

C. **BID ACCEPTANCE OR REJECTION**

MVA reserves the right to accept or reject any and all bids, in whole or in part, received in response to the IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Bidders in any manner necessary to serve the best interest of the MVA in accordance with COMAR regulations, Title 21.

D. **INCURRED EXPENSES**

MVA will not be responsible for any cost incurred by a Bidder in preparing and submitting a bid in response to this IFB.

E. **PROMPT PAYMENT REQUIREMENTS**

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.1 Not process further payments to the contractor until payment to the subcontractor is verified;
 - 1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - 1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 1.5 Take other or further actions as appropriate to resolve the withheld payment.
2. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 3.1 Affect the rights of the contracting parties under any other provision of law;
 - 3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or

- 3.3 Result in liability against or prejudice the rights of the Agency.
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.
5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
- 5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- 5.2 This verification may include, as appropriate:
- 5.2.1 Inspecting any relevant records of the contractor;
- 5.2.2 Inspecting the jobsite; and
- 5.2.3 Interviewing subcontractors and workers.
- 5.2.4 Verification shall include a review of:
- 5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
- 5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- 5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.
- 5.3.1 Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- 5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
- 5.4.1 Terminate the contract;
- 5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or
- 5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- 5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. USE OF EMARYLAND MARKETPLACE

EMarylandmarketplace (eMM) is the State of Maryland's web-based, electronic commerce system administered by the Maryland Department of General Services (DGS). The IFB and associated materials, the site visit attendance register, Offerors questions with the procurement officer's responses, addenda, and other solicitation-related information will be provided via eMarylandmarketplace.

Vendors who have received this document from Emaryland Marketplace, or a source other than the issuing office should immediately contact the Procurement Officer and provide their name and mailing address so that any changes or additional materials related to this IFB can be sent to them. If such vendor fails to notify the Procurement Officer or to register on eMM, the vendor assumes complete responsibility in the event, they do not receive communications prior to the bid due date.

In order to receive final contract award, a vendor must be registered on eMarylandmarketplace

To register your company, connect to www.emarylandmarketplace.com. Click on Vendor, Registration and follow the instructions.

NOTE: There is no fee to register.

G. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority **Business Enterprise Firms are encouraged to respond to this solicitation.** MDOT hereby notifies all offerors that any contract entered into to this IFB, Minority Business Enterprise Firms will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award, and will be forwarded full opportunity to submit bids in response to this solicitation. It is the goal of the MVA that Minority Business Enterprise Firms participate in all projects. Questions regarding the Minority Business Enterprise Program should be directed to:

Maryland Department of Transportation
Office of Minority Business Enterprise/Equal Opportunity
7201 Corporate Center Drive, P.O. Box 548
Hanover, MD 21076
Telephone: (410) 865-1269 or 1 (800) 544-6056
TTY: (410) 865-1342 Web-site: <http://www.mdot.state.md.us>

Offerors attempting to classify themselves as minority contractors, within the meaning of the State Procurement Laws and Regulations, shall not be acknowledged as a minority contractor unless they are certified by the Office of Minority Business Enterprise/Equal Opportunity. The assigned certification number must appear on all invoices.

H. LIVING WAGE REQUIREMENTS

This project may be subject to the 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. **This includes contract modifications and renewals.** Additional information regarding the State's wage requirements is contained in this solicitation (See Attachments G and H). If the bidder fails to submit and complete the required documentation under State Law, the State may determine a bidder to be not responsible.

Contracts and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if state contract service 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 value are performed in the Tier 2 Area, a bidder shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services takes 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, Baltimore County, and Baltimore City. The Tier 2 Area includes any county in the State not included in 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 at State contract pursuant to § 18i-102(d) shall assign the tier based upon where the recipients of the service are located.

Based on the location of services to be performed, the contract resulting from this solicitation will be deemed to be a Tier 2 contract, if all requirements are met.

I. SECURITY REQUIREMENTS

All of the Vendor's personnel and/or agents working in the OIR building must sign in/out at the security desk in the lower level lobby on each visit.

J. PAYMENT OF INVOICES

Subject to the performance of the work and its acceptance by the MVA, successful contractor may invoice the MVA for all appropriate charges for services performed during the billing period. All such charges shall be derived accordance with the prices originally quoted on the Bid Price Work Sheet, attached hereto and made a part hereof. In the event that successful contractor is not in default of any of the contract terms and conditions, the MVA shall cause said invoice to be timely paid.

K. ELECTRONIC FUNDS TRANSFER:

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

L. REJECTION OF BIDS

As provided for in COMAR 21.06.02.02(C) to 21.06.02.05, the MVA reserves the right to accept or reject any and all bids, in whole or in part, to waive minor irregularities in bids, or allow the offeror to correct a minor irregularity if it is in the best interest of the State.

M. FALSE STATEMENTS

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

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

N. PUBLIC INFORMATION ACT NOTICE

Bidders shall give specific attention to the clear identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State Government Article of the Annotated Code of Maryland.

Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

O. DISCREPANCIES, CLARIFICATIONS, EXPLANATIONS

Should the Vendor find discrepancies in the specifications or contract provisions included in the IFB or should there be doubt as to the meaning or intent of any section or subsection herein, the bidder must request clarification from the Issuance Office. Failure to request a clarification prior to the bids due will bind the bidder to the State's interpretation of the contract. **Do not change or alter the bid forms or place additional terms and conditions in the bid response. Doing so may cause your bid to be non-responsive.**

P. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland, it shall be registered and in good standing with the Department of Assessments and Taxation, State Office Building, Room 803, 301 W. Preston Street, Baltimore, MD 21201. It is strongly recommended that any potential bidder complete registration and ensure that it is in good standing with the Department of Assessments and Taxation and may disqualify an otherwise successful bidder from final consideration and recommendation for contract award.

Q. ARREARAGES

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

R. DEPARTMENT OF ASSESSMENT AND TAXATION

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

Vendors who are not sure of resident/foreign corporate status are advised to contact the Maryland Department of Assessments and Taxation by phone at 410-767-1330, or via website at www.dat.state.md.us, under Real property Search. It is strongly recommended that the vendor be completely registered prior to the due date for receipt of bids. This information will be verified by the MVA.

S. ACCEPTANCE OF CONTRACTUAL TERMS AND CONDITIONS

By submitting a bid in response to this IFB, a Bidder shall be deemed to have accepted all the terms, and conditions, and requirements set forth in this IFB, and all exhibits to this IFB, unless otherwise clearly noted and explained in its proposal.

T. NON-DISCLOSURE INFORMATION

The bidder agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this IFB, will be kept confidential and not be disclosed to any person other than MVA, its designated officials, employees, and authorized agents. The Bidder agrees to immediately notify MVA in writing if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this contract.

In the event it becomes necessary for a Bidder or Contractor or any of its subcontractors, or any employees, officers, representatives or agents of the Bidder, Contractor, or subcontractor, to be provided information deemed by the State, or MVA to be confidential or proprietary, the Bidder or Contractor may be required to enter into a confidentiality agreement.

U. PROTESTS

Any protest relating to this solicitation or the award of a contract must be filed in accordance with Title 15, Subtitle 2, Part III of the State Finance and Procurement Article, Annotated Code of Maryland (COMAR) Title 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

V. ORDER OF PRECEDENCE

In the event of a conflict between provisions of this contract, the IFB, the General Conditions for Maintenance Contracts, or any other document incorporated by reference into this contract, the following order of precedence shall determine the prevailing provisions:

1. Code of Maryland Regulations (COMAR) Title 21;
2. MDOT General Conditions for Maintenance Contracts;
3. The contract executed by the parties;
4. This IFB including Addenda(s);
5. The Vendor or Contractor's bid

W. RECIPROCAL PREFERENCE

If the home-state of any out-of-state bidder affords its resident businesses a preference in competing for government contracts, the MVA will apply that same preference to the out-of-state bidder. Preferences to be considered include a percentage preference or discount, point allowance, or employee residency requirement.

X. COMMERCIAL NONDISCRIMINATION CLAUSE

As a condition of entering into this Agreement, 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 Agreement, 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.

The contractor shall include the following Commercial Nondiscrimination clauses; or similar clauses (that must be approved by MVA), in all sub-contracts:

As a condition of entering into this Agreement, 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 is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Y. GOOD FAITH IN DEALING WITH THE STATE; RESPONSIBILITY

1. Offerors agree to deal in good faith with the State in all matters. Dealing in good faith with the

State includes (but is not limited to):

- a. attempting to resolve disputes amicably and promptly;
- b. not misleading the Procurement Officer or other State employee(s);
- c. not making representations which are untrue, and not making promises which are not kept; and
- d. not filing claims or protests which are frivolous or clearly without foundation.

2. In determining a offeror's responsibility, the Procurement Officer will consider whether the offeror; unreasonably fails to supply requested information (per COMAR 21.06.01); or indicates for any other reason that the offeror does not have the capability in all respects to perform fully the contract requirements; or indicates insufficient integrity and reliability to assure good faith performance.

Z. HOLD HARMLESS AND INDEMNIFICATION OF THE MOTOR VEHICLE ADMINISTRATION

The vendor shall indemnify and save harmless the Motor Vehicle Administration, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the Motor Vehicle Administration may be subjected or put by reason of injury (including death) to persons or damage property, resulting from vendor's performance of work specified herein or performed under this Contract, or any part thereof, or by or on account of any act or omission of the vendor, its agents or employees, or be against, suffered or sustained by the Motor Vehicle Administration, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom the Motor Vehicle Administration, its agents and employees, may become liable therefore, except that the vendor shall not indemnify and save harmless the MVA, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the MVA or its agents and employees. The whole, or so much of the moneys due, or to become due the vendor, under the contract, as may be considered necessary by the MVA Director of Administration, may be retained by the Motor Vehicle Administration until such suits, claims for damages shall have been settled, or otherwise disposed of and satisfactory evidence to the effect furnished to the MVA Director of Administration.

JANITORIAL SPECIFICATIONS

FOR

MVA LOVEVILLE BRANCH OFFICE

CONTRACT NUMBER V-LOV-11019-M

September 2010

**JANITORIAL SPECIFICATIONS
FOR
WESTMINISTER OFFICE
CONTRACT V-LOV-11019-M**

Address: MVA Loveville Janitorial Services
1100 Baltimore Boulevard
Loveville, Maryland 21157

1.0 GENERAL CONDITIONS

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- 1.2 Personnel
- 1.3 Security
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8.0 SCHEDULE OF CLEANING AND WORKFORCE

9.0 SQUARE FOOTAGE

10.0 JANITORIAL CHECKLIST

SECTION - III
JANITORIAL SPECIFICATIONS
INVITATION FOR BID NO. V-LOV-11019-M
JANITORIAL SERVICES – MVA LOVEVILLE OFFICE

1.0 GENERAL CONDITIONS

1.1. Scope of Work

The Janitorial Vendor shall provide all supplies not provided by the MVA, materials, labor and equipment to complete all Janitorial work as outlined in these Janitorial Specifications for a period of two (2) years.

The MVA will provide toilet tissue, paper towels, trash liners, feminine products, hand soap and play sand during the term of the contract.

The vendor will provide all supplies not provided by the MVA. The Vendor shall make every effort to purchase cleaning supplies from the Blind Industries Services of Maryland (BISM), however, if BISM does not offer the same brand or quality of merchandise then the Contractor may choose any vendor. Please contact Mr. Tom Owens, Sales Representative @ (410) 737-2647, or toll-free @ 1 (888) 322-4567 for products and information. The MVA reserves the right to ask for documentation to support this decision.

The Janitorial Vendor shall be familiar with the project premises and how the existing conditions will affect his/her work.

The ultimate responsibility of the Vendor is to provide janitorial service to the facility that is uniformly clean, hygienic, orderly, and attractive, and which will reflect favorably upon the State and the Customers. Variances in customer traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors may determine the Vendor's infrequent ability to maintain State Standards.

1.2 Personnel

Vendor Employees are to be permanently assigned to MVA and carefully interviewed and screened. They shall be neat and clean in appearance and properly identified.

Vendor Employees shall not eat, drink, or smoke while on duty. Employees shall not disturb paper or personal items (such as photos or trinkets, etc...) on desks, shelves, or cabinets, open drawers or cabinets, use telephones, televisions or radios. All Vendor Employees shall abide by all building regulations and safety rules that may be promulgated from time to time as they pertain to MVA operation. Vendor employees will sign in and sign out of a log book every day.

Vendor personnel shall be fully trained and skilled in safe and proper housekeeping techniques.

All employees and representatives of the Vendor must be fluent in English enough to read and understand chemical labels and signs.

All Vendor employees and representatives must be able to converse in English with MVA personnel. The vendor's supervisor must be fluent in both, conversational and written English.

1.3 Security

List of Employees Prior to award of the Contract, the successful bidder must submit to the Procurement Officer a roster of all employees (janitorial personnel and supervisors) that will be utilized on the premises of the MVA Loveville Branch.

This roster must be kept current throughout the term of the Contract and updated as necessary. The roster must include the employees' **full** name, current address, date of birth and social security number.

CJIS Checks – Each employee of the Contractor must have a Maryland Criminal Justice Information System (CJIS) check and an Immigration and Naturalization Employment Eligibility Verification I-9 Form completed prior to working at the MVA under this contract. After receipt of the completed CJIS check and I-9 form, the contractor must provide written confirmation to the MVA Procurement Office indicating that their employee has no criminal conviction history that would prevent their employment; that the employee is not under any criminal indictment and that the employee is in the United States Legally and is not in violation of any Bureau of Immigration & Customs Enforcement Regulations (formerly INS). The contractor further agrees that in the event any employee is convicted or found to be in violation of the aforementioned provisions, they will be immediately reported to the MVA Procurement Office and summarily removed from employment connection with the State of Maryland, MVA. Both the completed CJIS and I-9 forms must be kept in the Contractor's file, per the attached MDOT General Terms and Conditions for Maintenance Contracts, specifically item # 62 Retention of Records, which states, "the contractor shall retain and maintain all records and documents relating to this contract for three (3) years... And shall make them available for inspection and audit by authorized representatives of the State...."

Uniforms – All employees shall wear uniforms that bear the Vendor's company name/logo. Uniforms shall be approved by the MVA and shall not be torn, stained or dirty at the beginning of the work period.

Identification badges shall be furnished by the Vendor and shall be worn by all of the Vendor's employees while at the facility. The ID badge shall have the employee's picture, name and signature as well as the Vendor's name or logo.

Site Security – The MVA's entrance door shall be locked while employees are cleaning, unless cleaning is scheduled during hours of operation.

The Motor Vehicle Administration may require the dismissal of any Vendor employee who is incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is contrary to a consistent good relationship.

1.4 Workmanship and Standards

All janitorial services shall be performed by trained personnel using current, acceptable industrial practices.

All work shall be performed in a manner which maintains the original condition of the building and furnishings. Vendor shall furnish the necessary, appropriately tested and approved implements and machinery for the satisfactory performance of the contracted services. For safety and air quality reasons, propane buffers are not permitted.

During janitorial operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner with particular care regarding furniture and wall covering. Upon completion of the daily work, the Vendor shall insure that all slop sinks and equipment storage areas are left in a neat and orderly condition; all lights are extinguished, and all doors are locked.

The Vendor shall be responsible for the conduct of all its employees and liable for any action or inaction of its employees while performing under this Contract.

1.5 Areas to be covered

Clean all areas of the building including entrance lobby, all base boards, kick plates, customer area, storage areas, employee lunch room (kitchen) lavatories, passageways, etc.

1.6 Excluded Work

Janitorial Services shall not be performed in safe rooms, supply rooms, tag rooms, or any areas designated by the Branch Office Manager.

1.7 General Liability Insurance

Vendor shall furnish proof of general Liability Insurance provided by a company that is licensed and authorized to do business in the State of Maryland, and is acceptable to the MVA prior to the start of this contract. The Certificate of Insurance shall reference this project number and title in the "Description of Operations" and the MVA Loveville Branch Office and Address as the Certificate holder. See "Attachment D" for amounts of coverage.

1.8 Products and Safety Measures

All products used in janitorial operations shall be selected based on the most current information, and care should be used not to damage flooring materials or wall coverings.

Germicidal Properties – Vendor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration number.

Labeling of Hazardous Materials – Vendor shall comply with OSHA Regulation 1919.1200 paragraph f, concerning the labeling of all chemical containers.

Labeling of Supplies/ Chemicals – Vendor shall purchase, issue and dispense all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Markings or labels or materials containing hazardous or toxic substances or wastes shall be in accordance with Federal, State and County laws, ordinances, rules and regulations.

Caution Signs – Vendor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 and at no cost to the State.

Slip Resistance – Vendor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately.

Storage – Sufficient space in the premises shall be assigned to the Vendor for storage of supplies, cleaning materials, implements, and machinery. Adequate utilities will be provided to the Vendor, without charge, for performance of duties.

Upon completion of the daily work, the Vendor shall insure that the assigned area is left in a neat and orderly condition; all lights are extinguished; and all doors are locked.

A communications logbook shall be kept in a designated place on the premises, in which a record shall be made promptly of any occurrences requiring building management or Vendor's attention.

1.9 Damage / Loss of Property

Vendor will be responsible for loss or damage caused by his or her employees. The Janitorial Vendor shall be responsible to guarantee repairs when his/her employees were obviously negligent in the performance of their work as outlined herein. Vendor shall make reasonable and prompt restitution, by cash, replacement, or repairs, subject to the MVA's approval, for any damage for which the vendor is liable.

1.10 Contract Compliance

Regular, periodic inspection of the building shall be performed by the MVA Management Staff. This is in addition to regular daily inspections performed by the Vendor's Supervisor.

The Vendor supervisor shall also be responsible for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable to the MVA. Deficiencies shall be documented and an improvement plan must be written.

2.0 DAILY TASKS

2.1 Restrooms

Wash all mirrors, hand basins, and bright work with a non-abrasive cleanser. Wash urinals, toilet seats using disinfectant in water. Wash toilet bowls (Toilet bowl brush shall be used on toilet bowls and care should be given to clean flush holes under rim of bowls and passage trap). Bowl cleaner shall be used at least once each day and more often if necessary. Replenish hand soap, towels, and tissues. Partition and ventilation louvers to be damp wiped. Walls and partitions are to be free of handprints and dust. Damp mop floor using disinfected water. Damp wipe and clean where necessary.

The intent of this specification is that restrooms shall be maintained in a spotlessly clean and odor free condition at all times.

2.2 Floors

All non-carpeted floor areas will be wet mopped and swept daily. While sweeping, a chemically treated dust mop shall be used, with special attention being given to areas under desks and furniture to prevent accumulation of dust and dirt. Floor dusting will be done after furniture has been dusted. Wet mopping shall be done to remove spots, dust, dirt, lint, etc. This includes the restrooms, employee's lunchroom and the building lobby and entrance.

2.3 Wastepaper Baskets and Paper Shredder

Wastepaper baskets and paper shredders are to be emptied daily. Wastepaper baskets shall be damp wiped as necessary. Plastic liners where used will be changed as needed. Remove contents in waste cans and anything clearly marked "trash". All trash and shredded paper shall be removed from the building and taken from the building to the dumpster.

2.4 Vacuum – Easy to reach areas

Easy to reach areas shall be vacuumed daily. (hallways, corridors, and other designated areas) Care shall be taken to avoid damage to the walls and furniture.

2.5 Inspect and Spot Clean Carpets

All carpeted areas will be inspected daily for spots and stains. All spots and stains will be removed as soon as possible. Where difficult spots are encountered, a notation should be left with Branch Office Manager or Supervisor. Carpet care must be coordinated with MVA Management prior to start of work.

2.6 Doors Switches, counters, and Walls

Handprints and spots will be removed from doors, door plates, kick plates, brass metal fixtures, light switches, and counters daily. This includes the counters in the employee's lunchroom. Walls and woodwork will also be spot cleaned as needed.

2.7 Cigarette Urns

Cigarette urns and ash receivers shall be cleaned as necessary, sanitized and, where required, the sand level shall be maintained.

2.8 Entrance /vestibule Doors

The entrance doors, and the inside and outside of vestibule doors will be cleaned with appropriate window cleaner and left in a streak free condition at all times. Lobby walls will be dusted and kept free from finger marks, smudges, etc. Lobby floor and entranceways are to be dust-mopped daily, and damp mopped as needed.

3.0 WEEKLY TASKS

3.1 Vacuuming Hard to reach places

Areas under desks and chairs and other hard to reach areas shall be vacuumed weekly. Care should be taken to avoid damage to the walls and furniture.

3.2 Dusting

Furniture, office equipment, interior windowpanes and windowsills, with an open space shall be dusted weekly with a treated cloth or static duster. This shall include all horizontal surfaces up to 84 inches high. Desks, tables, and other office equipment/furniture not cleared of paper, work materials, and personal items; such as photos and trinkets will only be dusted where it is exposed. Vendor is not responsible for moving these items due to the sensitivity, security, and/or fragility of the paper, work materials, and the personal items.

3.3 Floors

All non-carpeted vinyl floors will be washed, spray waxed, buffed to a high shine, and kept in a scuff / spot/streak free condition. This includes the restrooms and the stairwell. Extreme care shall be exercised in all mopping so as to avoid splashing walls or furniture. Transporting of water and other liquids over carpeted areas will be done in such a manner to avoid spillage. Care shall be taken in applying finish to keep it off furniture and walls. Floor machines will be used in a manner to avoid damage to the walls, baseboards, and furniture. This also includes the lobby and the employee's lunchroom. For safety reasons, propane buffers are not permitted within the building.

3.4 Walls

All interior walls are to be inspected weekly for spots & stains. All spots and stains will be removed as soon as possible, Where difficult stains are encountered, a notation shall be left with MVA Branch Management.

4.0 MONTHLY TASKS

4.1 Air Conditioning Grills

All areas around air grills will be cleaned once each month, or more often, if necessary.

4.2 Light Fixtures

Internal light fixtures will be dusted monthly, as needed.

5.0 QUARTERLY TASKS

5.1 High Dusting and Cleaning

Window Blinds, pipes, ledges, ceilings, moldings, picture frames, etc., will be dusted quarterly, or cleaned if necessary to remove smudges, fingerprints and ink/pencil markings.

5.2 Office Windows

All 'interior' office windows will be washed and kept in a streak free condition.

6.0 SEMI-ANNUAL TASKS

6.1 Carpets

All carpeted areas will be vacuumed, shampooed, and deodorized twice annually. **The first carpet shampooing and deodorizing shall be scheduled and completed within the first eight (8) weeks from the start date of the contract, and the second shampooing and deodorizing shall be scheduled and completed in six (6) months.** All stains and spots are to be removed as needed. Start & completion dates and floor plans will be provided for areas of coverage. This shall not interfere with regular assignments.

This task must be coordinated with MVA Management and must be done during MVA's non-working hours, which may include holiday weekends. During carpet shampooing, the Vendor's employees are responsible for moving chairs, and small items such as wastebaskets.

Special Care must be given to all floor moldings, considering their appearance after carpet cleaning is done (i.e.: molding, must be neat & clean, not splattered or spotted after shampooing).

6.2 Floors

All tile floor areas will be stripped, scrubbed, waxed, and buffed twice annually. **The first stripping and waxing of the floors shall be scheduled and completed within the first eight (8) weeks from the start date of the contract, and the second stripping and waxing shall be scheduled and completed in six (6) months.** This will include applying five (5) coats of wax and buffed to a high gloss shine. Start & completion dates and floor plans will be provided for areas of coverage.

This procedure must be coordinated with MVA Management and must be done during MVA's non-working hours, preferably during holiday weekends. During floor cleaning and waxing, the Vendor's employees are responsible for moving lobby chairs, and small items such as stanchions, wastebaskets, and small movable benches.

Special Care must be given to all floor moldings, considering their appearance after floor cleaning is done (i.e.: molding, must be neat & clean, not splattered or spotted after floor care is given).

6.3 Light Fixtures

Exterior of fixtures will be damp wiped every six months. The first wiping shall be scheduled and completed within the first twelve (12) weeks of the start of the contract, **and the second wiping shall be scheduled and completed in six (6) months.**

7.0 SPECIAL TASKS AS NECESSARY

Scheduling of all special projects not included in this checklist must be pre-approved by the MVA management prior to the start of work and shall be invoiced separately.

8.0 SCHEDULE OF CLEANING AND WORK FORCE

All work shall be performed three (3) days per week, Monday, Wednesday and Friday except on State holidays and emergency closings. **The cleaning shall be performed between the hours of 5:00am and 8:00 am until all tasks are complete**, and must be coordinated with the Branch Manager. The Vendor shall schedule and arrange their workforce as not to interfere with the operational functions of the building or those areas occupied by employees for after hour's work. It is the Vendor's responsibility to provide enough employees to perform the required work within the time frame listed.

Scheduling all special project work of monthly, semi-annual or annual tasks must be pre-approved by the MVA management. In addition, MVA management shall first approve any changes in the cleaning schedule. Janitorial service shall be performed on the basis of tasks and frequencies indicated.

9.0 SQUARE FOOTAGE

The Loveville facility has an interior area of approximately 4,904 square feet.

10.0 CHECKLIST: The following checklist can be used to assure that all tasks are completed within the time specified in these specifications

The vendor employees can initial next to each task completed, and provide a reason(s) why task was not completed. Vendor should also note if there are any issues precluding them from completing the said tasks. Both, the MVA Branch Manager and the Vendor employee shall maintain daily copies of this list.

2.0 Daily Tasks (See 2.0 for task explanation)

2.1 Restrooms

- ☐ Wash - Mirrors
- ☐ Wash – Basins
- ☐ Wash Bright Work
- ☐ Wash - Urinals
- ☐ Wash - Toilet Seats
- ☐ Wash - Toilet Bowls
- ☐ Damp Wipe Walls and Partitions
- ☐ Replenish Hand Soap, Towels, Tissues, and Sanitary Napkins
- ☐ Dust and damp mop all floors

All Other Areas

- 2.2 ☐ Sweep, dust mop and wet mop all non-carpeted floors
- 2.3 ☐ Wastepaper Baskets emptied, damp wiped and replace bag, if necessary.
- ☐ Paper shredders shall be emptied and taken to the recycling dumpster outside.
- ☐ Wastepaper baskets contents shall be taken to the outside dumpster
- 2.4 ☐ Vacuum Carpet in open (easy to reach) areas in Offices and Public Spaces
- 2.5 ☐ Inspect & Spot Clean Carpets, notify MVA Management of problem spots
- 2.6 ☐ Spot Clean Doors, counters, walls and Switches
- 2.7 ☐ Cigarette Urns – cleaned out, sanitized (if required), sand level maintained

- 2.8 _____ Damp mop Entrances and lobby areas, clean windows and vestibule doors, dust vestibule walls – wipe where necessary

3.0 Weekly (See 3.0 for task explanation)

- 3.1 _____ Vacuum Hard to reach Places (areas under desks, counters and chairs)
3.2 _____ Dusting – Open spaces of furniture, office equipment, interior windowpanes, and windowsills. (Open spaces not cluttered with paper and personal items)
3.3 _____ Wash, then spray-buff all non-carpeted floors to a high shine

4.0 Monthly (See 4.0 for task explanation)

- 4.1 _____ Clean all areas around air conditioning grills
4.2 _____ Dust all internal light fixtures

5.0 Quarterly (See 5.0 for task explanation)

- 5.1 _____ High Dusting and Cleaning of Window Blinds, pipes, ledges, ceilings, moldings, picture frames, etc., to remove fingerprints, smudges and pen or pencil ink markings
5.2 _____ Wash ‘interior’ windows and leave in a streak free condition

6.0 Semi-Annually (see 6.0 for task explanation)

- 6.1 _____ Shampoo, vacuum, and deodorize all carpeted areas
6.2 _____ Strip, wax and buff all tile floors
6.3 _____ Damp-wipe all exterior Light Fixtures

7.0 Special Tasks (See 7.0 for explanation)

- 7.1 _____ Special Projects as requested and approved by Branch Manager
Please note the special task here, if applicable:_____

ADDITIONAL NOTES (IF ANY) FROM THE VENDOR:

COMMENTS FROM MVA PERSONNEL:

PLEASE ATTACH ADDITIONAL PAGES, IF NECESSARY.

**Maryland
Department of
Transportation**

**GENERAL
CONDITIONS
FOR
MAINTENANCE
CONTRACTS**

Revised July 5, 2002

MARYLAND DEPARTMENT OF TRANSPORTATION
GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS

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MARYLAND DEPARTMENT OF TRANSPORTATION
GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS

1. Definitions

A. Wherever in these General Provisions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

B. Organizational Structure

The Maryland Department of Transportation is composed of the following Jurisdictions:

- (i) Maryland Aviation Administration
- (ii) Maryland Port Administration
- (iii) Maryland Transportation Authority
- (iv) Maryland Transit Administration
- (v) Motor Vehicle Administration
- (vi) State Highway Administration
- (vii) The Secretary's Office

Agreement – Contract.

Award – The decision by a Jurisdiction to execute a purchase agreement or contract after all necessary approvals have been obtained.

Bid/Offer – A statement of price, terms of sale, and description of the supplies, services, or construction related services submitted to the State, in response to an Invitation for Bids or offers under procurement by competitive sealed bidding or comparable small procurement procedures.

Board – The Board of Public Works of the State of Maryland.

Business – Any corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

Change Order – A written order signed by the responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Procurement Officer to order with or without the consent of the Contractor.

Code – The Annotated Code of Maryland.

COMAR – Code of Maryland Regulations.

Construction – The process of building, adding, altering, converting, relocating, renovating, replacing, repairing, improving, demolishing or restoring of real property in which the State has an interest.

Contract – Any agreement entered into by a Jurisdiction for the acquisition of supplies, services, construction, or any other item, including:

- (1) Awards and notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contract providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase orders;
- (7) Supplemental agreements with respect to any of these;
- (8) Orders; and
- (9) Grants.

Contract does not include:

- (1) Collective bargaining agreements with employee organizations; or
- (2) Medical, Medicare, Judicare, or similar reimbursement contracts for which eligibility and cost are set by law or regulation.

Contract Affidavit – An affidavit in compliance with, and in substantially the same form as set forth in COMAR 21.05.08.07 and any amendments thereto.

Contract Drawing – See “Plans”

Contract Modification – Any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the Contract. It includes Change Orders, Extra Work Orders, Supplemental Agreements, Contract amendments, reinstatements, or options/renewals.

Contractor – Any person (see definition of Person) having a contract with a Jurisdiction. Contractor does not include any employees claiming such status pursuant to any collective bargaining agreement.

Day – Calendar day unless otherwise designated.

Department – The Maryland Department of Transportation (MDOT).

Engineer – Any person designated by the Jurisdiction or the Procurement Officer, acting directly or through the duly authorized representative, such representative acting within the scope of the assigned duties or authority.

Extension – As applied to contracts for the performance of maintenance work or services, means a change in the scope of services to be performed by the Contractor by including in the Contract a requirement for the performance of phases of services not previously included.

Extra Work Order – Change Order

Firm – Business

Inspector – The authorized representative of the procurement officer assigned to make detailed inspections of any or all portions of the work, or materials thereof.

Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement including requests for quotations.

Jurisdiction – Any one of the above Administrations or Authorities within the Maryland Department of Transportation, as listed in Section 1.B.

Maintenance – Any work or services necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, including built-in equipment or an in-ground system.

Minority Business Enterprise – Any legal entity, other than a joint venture, organized to engage in commercial transactions, which is at least 51 percent owned and controlled by one or more minority persons, or a non-profit entity organized to promote the interests of the physically or mentally disabled and is “Certified” by the Department. Certified means that the Department, through established procedures, has determined that a legal entity is a minority business enterprise.

Minority Person – A member of a socially or economically disadvantaged minority group, including African Americans/Black (not of Hispanic origin), Hispanic American, Asian American, Native American, Alaska natives, Asians, Pacific Islanders, Women, and the Physically or Mentally Disabled.

Notice to Proceed – A written notice to the Contractor of the date on or before which the Contractor shall begin performing the work to be done under the contract.

Offeror – A person or entity that responds to a Proposal and desires to enter into a contract with the Department.

Payment Bond – Security as stated in COMAR 21.06.07.01B as a guarantee that Contractor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.

Performance Bond – Security as stated in COMAR 21.06.07.01B, guaranteeing complete performance of the Contract.

Person – Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club or other organization or legal entity.

Plans – The official drawings issued by the Jurisdiction as part of the contract documents, including those incorporated in the contract documents by referenced.

Price Proposal – A contractor written price derivation response, with required support documentation and affidavits, to a Department request for price from a Contractor technically selected for a specific Project. The Price Proposal shall be signed by the person(s) required to legally bind the Contractor to the proposal.

Procurement Officer – Any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

Proposal – The response by an Offeror to a solicitation of the Jurisdiction for a supply or service. The response may include, but is not limited to, an Offeror's price and terms for the proposed Contract, a description of technical expertise, work experience and other information as requested in the solicitation.

Public Improvement – The construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the State or any the Department.

Quotation – Bid/Offer.

Request for Proposals – Any document, whether attached or incorporated by reference, used for soliciting proposals under procurement by competitive sealed proposals, noncompetitive negotiations, multi-step and comparable small procurement procedures.

Resident Business – A business enterprise that has a Maryland address, is registered to do business in the State of Maryland, employs Maryland residents, and regularly conducts business within the State. The term include subsidiaries, divisions and branches of a business enterprise headquartered outside of the State of Maryland.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.

Secretary – The Chief Executive Officer of the Maryland Department of Transportation.

Services – The rendering of a person's time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, professional, personal and/or contractual services provided by attorneys, architects, engineers, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor.

“Services” does not include the work normally associated with the repair and/or maintenance of facilities, structures, or building systems defined as “maintenance.”

Specification – A written description of functional characteristics, or the nature of an item to be procured. It may include a statement of any of the user’s requirements and may provide for inspection, testing, or preparation of an item before procurement. Procedures to accomplish tasks may be included.

Solicitation – Invitation for bids, Request for Proposals, or any other method or instrument used to provide public notice and advertisement of a Jurisdiction’s intent to procure supplies, services, and construction.

State – The State of Maryland acting through its authorized representative including any Jurisdiction as listed in Section 1.B.

State Agency – Any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, department, institute, institution, public corporation, service, trust, university, or other unit of the Executive Branch of the State Government and including any subunit within any of the foregoing.

Subcontractor – Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of the surety and the Jurisdiction.

Superintendent – The executive representative of the Contractor authorized to receive and execute instructions from the Procurement Officer, and/or Inspector who shall supervise and direct the work.

Supplemental Agreement – Any contract modification which is accomplished by the mutual action of the parties.

Supplemental Specification – Additions and revisions to the Standard Specifications. Generally include five (5) new or improved procedures, construction items or materials developed subsequent to the publication of Standard Specifications.

Work – The furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

D. Any reference to one gender shall be deemed to include the other gender, unless the Contract clearly requires otherwise.

2. Preparation of Bid/Proposal

Offeror shall submit its bid/proposal upon the forms furnished by the Jurisdiction, carefully following bid preparation instructions provided. A completed Bid/Proposal Affidavit is an essential part of the proposal submission. A completed Contract Affidavit will be required of the successful Offeror before issuance of notice to proceed.

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any written justification of why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland

3. Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.

4. Bid, Performance and Payment Bonds

A. Bid Bonds

If required for a procurement in excess of \$100,000, a proposal shall not be considered unless accompanied by a guaranty in an amount not less than 5% of the amount bid, and made payable to the State of Maryland.

B. Performance Bonds

A performance bond may be required for maintenance contracts in excess of \$100,000 in the amount equal to at least 100 percent of the Contract price. If required by the Special Provisions of the Contract, the performance bond shall be delivered by the Contractor to the State no later than the time the Contract is executed. If a Contractor fails to deliver the required performance bond, that Contractor's bid shall be rejected, its bid security shall be enforced, and the award of the Contract shall be made to the next lowest responsible and responsive offeror.

C. Payment Bonds

A payment bond may be required for a maintenance contract in excess of \$100,000 in the amount equal to at least 100 percent of the Contract price. If required by the Special Provisions of the Contract, the payment bond shall be delivered by the Contractor to the State no later than the time the Contract is executed. If a Contractor fails to deliver the required payment bond, the Contractor's bid shall be rejected, its bid security shall be enforced, and award of the Contract shall be made to the next lowest responsible and responsive offeror.

D. Acceptable Security

Acceptable security for bid, performance and payment bonds shall be as set forth in COMAR 21.06.07.01B.

5. Contingent Fee Prohibition

- A. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.
- B. For breach or violation of this warranty, the Jurisdiction shall have the right to terminate this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. Cost and Price Certification

- A. The Contractor, by submitting cost or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated Contract, if the total Contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.
- B. The price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

7. Contract Administration

This Contract may be administered on behalf of the Department or Jurisdiction as the case may be, by the Procurement Officer.

8. Authority of the Procurement Officer

- A. The Procurement Officer shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all

questions as to the acceptable fulfillment of the terms of the Contract on the part of the Contractor.

- B. The Procurement Officer shall determine the amount of work performed to be paid for under the Contract.
- C. The Procurement Officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The Procurement Officer may authorize progress payments for work satisfactorily completed, subject to such retainage that the Procurement Officer deems appropriate.

9. Corporate Registration and Tax Payment Certification

Corporations are required to execute a Certification of Corporation Registration and Tax payment.

10. Compliance With Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

11. Initiation of Work

The Contractor shall not commence performance of the Work or Services until it receives a formal written Notice To Proceed from the Jurisdiction.

12. Notice to Proceed and Completion of the Work

After the Contract has been executed, the Jurisdiction will, within the time limit specified elsewhere in the Contract documents, issue to the Contractor a Notice to Proceed stipulating the date on or before which the Contractor shall begin work. The specified Contract time shall begin on the first day that the Contract Work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts or on the day stipulated in the Notice to Proceed, whichever is earlier.

Any preliminary work started, or materials ordered, before receipt of the Notice to Proceed, Shall be at the Contractor's sole risk.

The Contractor shall begin Work promptly within the time specified by the Procurement Officer at least forty-eight (48) hours before starting Work. The Contractor shall submit a progress schedule in writing to the Procurement Officer within ten (10) days from the date of the Notice to Proceed. This schedule shall be updated and revised to reflect all all changes affecting the job progress.

After the work has once been started, it shall be conducted continuously on all acceptable working days without stoppage until the entire Contract is complete. Should the progress of the Work for any reason be discontinued, the Contractor shall notify the Procurement Officer of this intention to stop and shall also notify the Procurement Officer at least twenty-four (24) hours in advance of resuming operations. Said notification shall be confirmed in writing, by the Contractor.

13. Conformity with Contract Requirements

- A. (1) All Work performed and all materials furnished shall be in conformity with the Contract requirements. In the event the Procurement Officer finds the materials or the finished product in which the materials are used or the Work performed do not conform to the Contract requirements and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- (2) In the event the Procurement Officer finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, the Procurement Officer shall then make a determination if the work shall be accepted. In this event, the Procurement Officer will document the basis of acceptance by a change order which may provide for an equitable adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.
- B. (1) When any article is specified in the Contract by proprietary name, trade name, and/or name of manufacturer with or without the addition of such expressions as "or equal" or "or approved equal," it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Procurement Officer as to the quality thereof; and it is distinctly understood: (a) that the Procurement Officer is to exercise independent judgement in determining, from time to time, whether or not any article proposed to be substituted is the equal of any article so specified; (b) that the decision of the Procurement Officer on all such questions of equality shall be final; and (c) that, in the event of any adverse decision by the Procurement Officer, no claim of any sort shall be made or allowed against the Procurement Officer, or the Jurisdiction, because of such decision.
- (2) The offeror of an article by the Contractor for an article specified will raise the presumption that any such substitution it is for the purpose of saving money. If,

in such a case, the article is approved, the Jurisdiction shall be given credit in the amount of the difference between the net cost to the Contractor of the article submitted and the price at which he could have obtained the lowest priced article specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer of substitution is made, and no article shall be considered without such figures.

- (3) The word “article,” wherever used in this Paragraph 13, subsection entitled “Equal or Approved Equal,” shall be taken to mean any article, material or thing.

14. Inspection of Work

All materials and each part or detail of the Work shall be subject at all times to inspection by the Procurement Officer, or other appropriate persons from the Jurisdiction, and the Contractor shall be held strictly to the Contract including allowable tolerances, quality of materials and workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection. Any material furnished under the Contract is subject to such inspection. The Procurement Officer, or other appropriate person for the Jurisdiction, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Procurement Officer so requests, the Contractor, at any time before the Jurisdiction’s acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After inspection, the Contractor shall restore said portions of the Work to the standards required by the Contract. Should the Work thus expose or inspected prove acceptable, adjustments in the Contract time and price will be made by Change Order for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the Work so exposed or examined prove unacceptable, the uncovering, removing and/or replacing, shall be at the Contractor’s sole expense.

When the United States Government or any railroad, corporation or other agency is to pay a portion of the cost of the Work covered by this Contract, a representative of any such entity shall have the right to inspect the Work.

15. Removal of Defective Work

All Work and materials which do not conform to the requirements of the Contract shall be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 13 herein.

Any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist, shall be removed and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer. Upon any failure by the Contractor to comply promptly with any order of the Procurement Officer made under the provisions of this Paragraph 15, the Procurement Officer shall have the authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed,

and to deduct the costs attributable to such corrective notions from any monies due or to become due to Contractor under this Contract.

16. Discrepancies in Contract Documents

In the event the Contractor discovers any discrepancies in the Contract documents, the Contractor shall immediately notify the Procurement Officer. The Procurement Officer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract. In the event of a conflict between these General Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

17. Cooperation by Contractor

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Procurement Officer and the Jurisdiction's inspector in every way possible.

The Contractor shall assign to the Contract, as his agent, a competent superintendent capable of communicating in English, capable of reading and thoroughly understanding the Contract documents, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Procurement Officer or an authorized Jurisdiction representative. The superintendent shall have full authority to execute the orders or directions of the Procurement Officer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent(s) shall be furnished irrespective of the amount of Work sublet.

18. Cooperation with Utilities

The Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions. No additional compensation shall be allowed for normal delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall have sole responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the sole responsibility of the Contractor.

In the event of interruption to utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No Work shall be undertaken around fire hydrants until provisions for continued services have been approved by the local fire authority.

19. Cooperation Between Contractors

A. Separate Contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include but is not limited to, (1) arrangement and conduct of Work, and (2) storage and disposal of materials, etc., by each in such a manner as to not unnecessarily interfere with or hinder the progress of the work being performed by other Contractors. Contiguous Work shall be joined in an acceptable manner.

B. The Jurisdiction shall have the right, at any time, to contract for and perform other work on, near, over or under the Work covered by this Contract. In addition, other work may be performed under the direction of another Jurisdiction. The Contractor shall cooperate fully with such other contractors and carefully fit its own Work to such other work as may be directed by the Procurement Officer

C. In the event of disputes as to cooperation, the Procurement Officer shall act as referee and decisions made by the Procurement Officer will be binding. The Contractor shall make no claims against the Jurisdiction for any inconvenience, delay or loss experienced by the Contractor because of the presence and/or operations of other contractors.

20. Jurisdiction Furnished Material

The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the Jurisdiction. Materials furnished by the Jurisdiction will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. All costs of handling and placing all materials, after delivery to the Contractor, are included in the Contract price for the item in connection with which they are used.

The Contractor is responsible for all delivered material. Deductions shall be made from any monies due him to make good any shortages and deficiencies, and for any damage which may occur after such delivery from any cause whatsoever, and for any demurrage charges.

In cases where materials are supplied by the Jurisdiction and incorporated in the Contract Work by the Contractor, materials inspection and acceptance will not be a prerequisite for acceptance of the final product as the product pertains to these items.

21. Indemnification and Insurance

A. Responsibility for Claims and Liability

The Contractor(s) shall protect, defend, indemnify, save harmless, release and discharge the Department and the Jurisdiction, their Officers, agents, and employees from and against all claims, suits, judgements, expenses, actions, damages and costs of every name and description arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of any rights or obligations of the Contractor or those of his subcontractors, agents or employees under this Contract, or arising from or based on the violation of applicable federal, State or local law, ordinance, regulations, order or decree, whether by himself or his employees or subcontractors.

Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify the Department and the Jurisdiction, their officers, agents and employees from any third party claim seeking such damages. The provisions of this Paragraph shall survive termination or expiration of this Contract with respect to any liability arising prior to such termination or expiration.

B. Insurance Requirements

The Contractor shall carry and maintain in full force and effect for the duration of this Contract, and any supplement or extension thereto, the insurance coverage sufficient to protect the Department, the Jurisdiction, and the State, and their officers, agents, employees, invitees, successors and assigns, from claims which may arise out of or as a result of the Contractor's activities under this Contract.

The Contractor shall obtain and maintain at least the minimum levels of insurance specified, and any other coverage specified by the Department or Jurisdiction, in the amounts specified elsewhere in the Contract documents. The Contractor shall submit to the Department or Jurisdiction a certificate of insurance indicating the existence of coverage required by this provision. Policies shall be issued by an insurance company authorized to do business in the State of Maryland and approved by the Department or Jurisdiction.

(1) Comprehensive General Liability Insurance

Occurrence form of comprehensive General Liability Insurance with Comprehensive Board Form endorsement including, but not limited to, coverage for damage to persons or property arising out of or relating to the performance of work under this Contract by the Contractor, its subcontractors, employees and agents.

(2) Professional Liability Insurance

Professional Liability Insurance Policy which covers the Indemnification Clause of this Contract (Paragraph 21.A above) as it relates to errors, omissions, negligent acts or negligent performance in the Work performed under this Contract by the Contractor, its subcontractors, employees and agents.

(3) Worker's Compensation Insurance

Worker's compensation as required by the laws of the State of Maryland, including Employer's Liability Coverage and coverage for the benefits set forth under the U.S. Longshoremen and Harbor Workers Compensation Act, the Jones Act, and other federal laws where applicable.

(4) Comprehensive Automobile Liability Insurance

Comprehensive Business Automobile Liability covering use of any motor vehicle to be used in conjunction with this Contract, including hire automobiles and non-owned automobiles. Loading and unloading of any motor vehicle shall be covered by endorsement to the automobile liability policy or policies.

Prior to the start of Work on any contract, the Contractor shall submit to the Procurement Officer Certificate(s) of Insurance demonstrating that the Contractor carries insurance against the risks and in the amounts specified elsewhere in the Contract. If at any time

during the term of the Contract any of the above required insurance policies are canceled, terminated or modified so that the insurance is not in full force and effect as required herein, the Department or Jurisdiction may terminate this Contract for default, or, at its sole option, the Department or Jurisdiction may obtain insurance coverage equal to that required herein, the full cost of which shall be charged and paid for by the Contractor.

22. Responsibility for Damage Claim

- A. The Contractor shall protect, defend, indemnify, save harmless, release and discharge the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workers' Compensation Laws, or any other law, bylaw, ordinance, order or decree or any claims, suits, judgements, expenses, actions, damages and costs arising from or based on the violation of any federal, State or local law, ordinance, regulation, order or decree, whether by himself or its employees or subcontractors. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said Work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.
- B. The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic and/or general use permitted during the time the project or any section thereof is open to traffic except from accidents which are attributable to the Contractor's negligence.

23. Assignment

The Contractor shall not assign this Contract in whole or in part, or any monies due or to become due under this Contract without the prior written consent of the Jurisdiction. Any attempted assignment without such consent is void ab initio. In the event that the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

24. General Guaranty

Neither the final acceptance of the Work nor payment thereof nor any provision in the Contract documents nor partial or entire use of the Work by the Jurisdiction shall constitute an acceptance of work which is not performed in accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or

workmanship. The Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting from defects in the Work which shall appear within a period of one (1) year from the date of final acceptance of Work, unless a longer period is specified. The Jurisdiction shall give notice of observed defects with reasonable promptness.

25. Final Acceptance and Payment

Upon completion of all the Work under this Contract, the Procurement Officer shall make a final inspection of the entire Work and direct the Contractor to take any corrective action to properly complete the Work. Once the Procurement Officer is satisfied that the Work is properly completed, the Procurement Officer shall certify to the Jurisdiction, in writing, the final acceptance of the entire project. The Jurisdiction, upon receipt and approval of said certificate, shall pay, or cause to be paid, to the Contractor, the whole amount of money then due the Contractor under the terms of the Contract.

26. Personal Liability of Public Officials

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Jurisdiction, Procurement Officer or other authorized representatives, either personally or as officials of the State. It is understood that in all such matters they act solely as authorized agents and representatives of the State.

27. Approval Authority

This Contract is subject to any Change Order, Contract Modification, or amendment thereto, and is subject to the approval requirements established by the Secretary of the Department of Transportation and the Board of Public Works of Maryland. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

28. Remedies and Termination

A. 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 of omission relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at the State's option, become the State's property.

The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR, Title 21.07.01.11B.

B. Termination for Convenience of the State

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, wherever the State shall determine that such termination is in the best interest of the State.

The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A.

29. Delays and Extension of Time

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

30. Differing Site Conditions

- A. The Contractor shall, within ten (10) days of discovering any of the following conditions, and before such conditions are disturbed, notify the Procurement Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; (2) unknown physical conditions at the site of an unusual nature, differing materially from those indicated in this Contract; or (3) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

Upon receipt of such written notice, the Procurement Officer shall promptly investigate the conditions, and if he or she finds such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in A. above; provided, however, the time prescribed therefore may be extended by the State.
- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

31. Changes

- A. The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner or performance of the Work;
 - 3. In the State-furnished facilities, equipment, materials, services, or site; or
 - 4. In any acceleration in the performance of the Work.
- B. Any other written order or an oral order including a direction, instruction, interpretation or determination from the Procurement Officer that causes any such change, shall be treated as a Change Order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.
- C. Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment hereunder.
- D. Subject to subparagraph **F.** herein, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly: provided, however, that except for claims based on defective Specifications, no claim for any change under **B.** above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
- E. If the Contractor intends to assert a claim for an equitable adjustment under this clause, the Contractor shall, within thirty (30) days after receipt of a written Change Order under **A.** above or the furnishing of written notice under **B.** above, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under **B.** above.
- F. Each Contract modification or Change Order that affects Contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the modification or Change Order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract Modification or Change Order will cause an increase in cost that will exceed budgeted and available funds, the modification or Change Order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

- G. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract

32. Negotiated Payment Provision

If the Contractor is entitled to an equitable adjustment, the Contractor shall be allowed to add the following maximum percentage for overhead and profit to its costs for labor, materials and equipment:

- A. 20% may be added by the Contractor for overhead and profit for work performed by his its forces.
- B. 15% may be added only by the first-tier subcontractor for overhead and profit for work performed by the first-tier subcontractor; the Contractor may add an additional 5% of the first-tier subcontractor's costs for labor, material and equipment.
- C. The provisions of Paragraph 32, **A.** and **B.**, apply only to price adjustments negotiated prior to completion of the added or changed Work and do not apply to work performed on a force account basis as provided for in Paragraph 34.

33. Suspension of Work

- A. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the Jurisdiction.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Contract or by his/her failure to act within the time specified in this Contractor (or if no time is specified, within a reasonable time) an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which any equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but no later than the date of final payment under the Contract.

34. Force Account Work

When the Contractor is required to perform Work as a result of additions or changes to the Contract for which there are no applicable unit prices in the contract, the Jurisdiction and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the Jurisdiction may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

A. Labor

For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.

B. Materials

For materials accepted by the Procurement Officer and used, the Contractor shall receive the actual cost of such materials delivered to the work site, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth).

C. Equipment

For any machinery or special equipment (other than small tools, whether rented or owned), the use of which has been authorized by the Procurement Officer, the Contractor shall receive the rates agreed upon in writing before such work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$500 or less will be considered small tools.

D. Materials and Supplies Not Incorporated in the Work

For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Procurement Officer, the Contractor shall receive the actual cost of such materials and supplies used. The Contractor shall receive a reasonable allowance for materials used but not expended in the performance of the Work.

E. Subcontractors

The Contractor shall receive the actual cost of Work performed by a subcontractor. Subcontractor's cost is to be determined as in **A.**, **B.**, **C.** and **D.** above, plus the fixed fee for overhead and profit allowance computed as in **G.**

F. Superintendence

No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

G. Contractor's Fixed Fee

The Procurement Officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this Paragraph 34 by the Contractor and any subcontractor(s), as compensation for overhead and profit for the Work performed. Failure of the Contractor and the Procurement Officer to negotiate a fixed fee consistent with applicable cost principles in COMAR 21.09.01, shall be treated as a dispute pursuant to Paragraph 52 herein and in the event of such dispute, the Contractor shall proceed diligently with the performance of the force account work to completion.

The Contractor's fixed fee shall include an amount equal to the sum of 65%, of **A.** which shall include, but not be limited to, the following:

1. Compensation for all costs paid to, or on behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed in the Work.
2. Bond premiums, property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work

The Contractor's fixed fee may also include an amount not to exceed 20% of **B.** and 5% of **D.** and **E.** as defined above.

H. Compensation

The compensation as set forth above shall be received by the Contractor as payment in full for Change Order work done on a force account basis. At the end of each day, the Contractor's representative and the Procurement Officer shall compare records of the cost of work ordered on a force account basis.

I. Statements

No payment shall be made for work performed on a force account basis until the Contractor furnishes the Procurement Officer duplicate itemized statements of the cost of such force account work detailed as to the following:

- a. Name, classification, date, daily hours, total hours, rate, and an extension for each laborer or foreman.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials

Payments of items under **I.1.** shall be accomplished by copies of certified payrolls. Under **I.2.**, original receipted invoices for rentals must be provided if requested by the Procurement Officer. **I.3.** and **4.** shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work were not specifically purchased for such work but were taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment shall be submitted in the order outlined above.

35. Variations in Estimated Quantities

Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than 25% above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs solely to the variation above 125% or below 75% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Procurement Officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the Procurement Officer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his judgement of the findings justified.

36. Sanctions Upon Improper Acts

In the event the Contractor, or any of its officers, partners, principals or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Contract, the Contract may, in the discretion of the Department, be terminated for default under Paragraph 28A herein. The following sections of the Annotated Code of Maryland and COMAR are incorporated herein by reference:

Section 16-203 of State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.08, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe.

Section 11-205 of State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.08.03 relating to collusion for purposes of defrauding the State .

Subtitle 08 of Title 21 of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions".

37. Non-Hiring of Employees

Non employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

38. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in an official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest or to which any firm, corporation, association or other organization in which he has a financial interest or in which he/she is serving as an officer, director, trustee, partner, or employee is a party, or to which any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of Article 40A, Subsection 3-101 et seq. of Annotated Code of Maryland.

39. Registration

Pursuant to Subsection 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201, before doing any inter-state or foreign business in this State. Before doing any intra-state business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

40. Taxes – Responsibility for Payment, Exemption, Forms to be Filed, etc.

The Contractor is responsible for, and by submitting a bid, agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the work. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay same.

The jurisdiction hereby reserves the right to withhold final payment under this Contract until the Contractor and any subcontractor performing any duties under this Contract have furnished or caused to be furnished to the Comptroller of the State of Maryland all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Contractor have been paid and the Contractor exhibits a release or receipt from the Comptroller evidencing such payment.

41. Tax Exemption

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

42. Specifications

All materials, equipment, supplies of services shall conform to federal and State laws and regulations and to the Specifications contained in the solicitation.

43. Delivery

Delivery shall be made in accordance with the Contract Specifications. The State reserves the right to test any materials, equipment, supplies or services delivered to determine if the Specifications have been met. Any material that is defective or fails to meet the terms of the Specifications shall be rejected. Rejected materials shall be promptly replaced by the Contractor or, in the Jurisdiction's sole discretion, by the Jurisdiction at the Contractor's sole cost. In the event the Contractor does not replace rejected materials, the State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid by the Jurisdiction for the replacement plus applicable expenses, if any.

44. Patent, Trade Mark and Copyright Infringements

Contractor shall indemnify, protect, defend and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgement for patent, trademark and copyright infringements, arising out of purchase or use of materials, supplies, equipment or services covered by this Contract. This clause shall control over any other clause herein which may conflict with it.

45. Occupational Safety and Health Act (OSHA)

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

46. Minority Business Enterprise and Affirmative Action

A. This Contract is subject to Executive Order 01.01.1970.15, December 9, 1970; amended by Order 01.01.1976.05, July 9, 1996 (Code of Fair Practices), and COMAR 21.11.04 Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process – DOT.

This Contract is also subject to the applicable provisions of Title 14, Subtitle 3 of State Finance and Procurement Article of the Annotated Code of Maryland; COMAR 21.11.03 Minority Business Enterprise Policies; and COMAR Title 11.01.10 which incorporates by reference the current revision of the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be requested from the Department of Transportation Fair Practices Officer, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. This Contract is also subject to all applicable federal and State laws and regulations pertaining to Minority Business Enterprise and Affirmative Action.

B. To the extent any of the above laws or regulations are applicable to this Contract, they are specifically incorporated herein.

47. Small Business Procurement

If this solicitation indicates that this procurement has been designated for a small business preference, the provisions of COMAR Title 21.11.01.02 pertaining to small business preferences shall apply and are incorporated herein by reference.

48. Non-Discrimination in Employment

A. Compliance with State Law and Regulations

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 the 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 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.

B. Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this Contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section 202 of Execution Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

The Contractor shall comply with all applicable federal laws pertaining to non-discrimination in employment.

C. Sanctions for Non-Compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this Contract, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding of payment to the Contractor under the Contract until the Contractor complies, and/or

(2) Cancellation, termination or suspension of the Contract in whole or in part.

49. Multi-Year Contracts Contingent Upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract.

The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring 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 the Contract for each succeeding fiscal period beyond the first.

50. “Buy America Steel” Act

The provisions of COMAR 21.11.02 pertaining to implementation of the “Buy American Steel” Act (State Finance and Procurement Article, Title 17, subtitle 3 of the Annotated Code of Maryland) are incorporated in this Contract by reference.

51. Prevailing Wage Contracts for Public Work

The provisions of State Finance and Procurement Article, Title 17, Subtitle 2 of the Annotated Code of Maryland and COMAR 21.11.11 are incorporated in maintenance contracts of \$500,000 or more, by reference.

52. Disputes

This Contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2 (Dispute Resolution) of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision.

Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) day of the filing of a notice of claim, but no later than the date of final payment under this Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

53. Liquidated Damages

Time is an essential element of the Contract and it is important that the Work be vigorously prosecuted until completion. For each day that any Work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation; provided however, that due account shall be taken of any adjustment of specified completion time(s) for completion of Work as granted by approved change orders such liquidated damages are not intended as a penalty but rather as compensation determined in advance for Contractor’s failure to fully perform under this Contract.

54. Contractor's Invoices

Contractor agrees to include its federal Tax Identification or Social Security Number on the face of all invoices billed to the State.

55. 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, 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 thirty (30) days of the time when the aggregate value of these 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.

56. Political Contribution Disclosure

The Contractor shall comply Article 33, §§14-101 - 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, 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.

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 1.

57. Incorporation by Reference

All terms and conditions set forth in the solicitation, any amendments thereto and Contractor's Bid/Proposal, are made a part of this Contract.

58. Maryland Law Prevails

The parties hereby agree that:

- A. The Contract was made and entered into in Maryland, and under the laws of Maryland.
- B. The Law of Maryland shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

59. Bid Award – Resident Business

- A. When awarding a contract by competitive bidding, the Department or Jurisdiction may give a preference to the lowest responsive and responsible bid/offeror from a Maryland firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. **The preference given under this Paragraph shall be identical to the preference given to its residents by the state in which the non-resident firm is located.**
- C. This provision shall not apply if it conflicts with any federal grant or regulation affecting this Contract.

60. Payment of State Obligations

- A. Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor.
- B. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- C. A proper invoice shall include a description of the items of services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest with thirty (30) calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one (1) year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article, Title 15, Subtitle 2 of the Annotated Code of Maryland.
- E. For the purpose of this Contract, an amount shall not be deemed due and payable if any of the following apply:
 - (1) The amount invoiced is inconsistent with the Contract.
 - (2) The proper invoice has not been received by the party or office specified in the Contract.
 - (3) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
 - (4) The item or services have not been accepted.

- (5) The quantity of items delivered is less than the quantity ordered.
- (6) The items or services do not meet the quality requirements of the Contract.
- (7) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the Contract.
- (8) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- (9) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions .

61. Pre-Existing Regulations

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

62. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or authorized designee, at all reasonable times.

63. General Conditions Controlling

In event of a conflict between these General Conditions and any other provision of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

64. Dissemination of Information

During the term of this Contract, the Contractor shall not release any information related to the services or performances of the services under this Contract nor publish any final reports or documents.

65. Insolvency

In the event Contractor files a voluntary petition in the Bankruptcy Courts of the United States, Contractor shall notify the Department of Jurisdiction in writing of its intent to file. This notice must be received by not less than ten (10) days prior to such filing. Failure to provide such notice shall be a material breach of the Contract, and in this event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force or effect as of the ninth (9th) day prior to such filing. In the event Contractor becomes the subject of any involuntary petition filed in the Bankruptcy Courts of the United States, Contractor shall notify the Department or Jurisdiction of such filing no later than ten (10) days after the petition was filed. Failure to provide such notice shall be a material breach of the Contract, and in that event, this Contract shall, as a result of such breach, terminate automatically and cease to be any further force and effect as of the eleventh (11th) day after such filing.

SECTION V
ATTACHMENTS

ATTACHMENT A – BID WORKSHEET

ATTACHMENT B – COMPANY PROFILE

ATTACHMENT C – BID/PROPOSAL AFFIDAVIT

ATTACHMENT D – LIABILITY INSURANCE REQUIREMENTS

ATTACHMENT E – SMALL BUSINESS AFFIDAVIT

ATTACHMENT F – LIVING WAGE REQUIREMENTS

ATTACHMENT G – LIVING WAGE AFFIDAVIT OF AGREEMENT

**MOTOR VEHICLE ADMINISTRATION
IFB NO. V-LOV-11019-M
JANITORIAL SERVICE – LOVEVILLE OFFICE
BID WORKSHEET**

DESCRIPTION	COST	QUANTITY			TOTAL 2 YEAR COST
TOTAL MONTHLY LUMP SUM COST FOR JANITORIAL SERVICES X's 24	\$_____/Mo.	X	24	(Months)	\$_____
TOTAL COST FOR DEEP CLEANING / STRIPPING AND WAXING THE FLOORS X's 4	\$_____/Ea.	X	4	(Twice-Annually)	\$_____
TOTAL COST FOR CARPET SHAMPOO/CLEANINGS X's 4	\$_____/Ea.	X	4	(Twice-Annually)	\$_____
TOTAL ANNUAL COST	(All costs will include fees, taxes, transportation, supplies, unemployment insurance, liability insurance, profit, etc.. to perform the services in this Invitation for Bid)				\$_____

TOTAL BID COST IN WORDS: _____

MADE THIS _____ **DAY OF** _____, 2010

BID OPENING DATE: August 12, 2010 @ 2:00PM, Local Time

CONTRACT TERM: Two (2) years.

(A) The undersigned hereby declares to have carefully examined the specifications entitled "Motor Vehicle Administration of the Maryland Department of Transportation Invitation for Bid No. V-LOV-11019-M, Janitorial Service, Loveville Branch Office, Issue date **July 14, 2010**, and has carefully examined the other Contract Documents and has carefully inspected the sites where-on the proposed work is to be performed.

(B) The **UNDERSIGNED** acknowledge receipt of the following addenda to the Bid Documents.
(List the date next to each addenda issued, if any).

Addendum #1: _____ Addendum #2 _____ Addendum #3 _____

Failure to acknowledge receipt of all addenda may cause this bid to be non-responsive, which would require rejection of the bid.

The contract will be awarded to the lowest responsive and responsible bidder with the most favorable bid price, to perform the work outlined in the Janitorial Specifications.

BID SUBMITTED BY: E-Mail address: _____

Print or typed Name, and Title

Signature

Name and Address of Company

Telephone Number

Fax Number

F.E.I.N./S.S. Number

M.D.O.T. Small Business Reserve Number
(If Applicable)

Minority Business Enterprise Number/Classification
(If Applicable)

COMPANY PROFILE
IFB NO: V-LOV-11019-M
JANITORIAL SERVICES - LOVEVILLE OFFICE

NOTICE TO BIDDERS: Failure to fully address all questions may render your bid non-responsive.

Information furnished in response to this questionnaire and any verification made by the MVA shall provide a basis for determining the responsibility of bidders. In the event the MVA deems references insufficient, the State reserves the right to determine the respondent non-responsive and to reject that respondent's bid.

Company Name: _____

Contact Person: _____

Address of Parent Company: _____

Federal ID No: _____

Phone No: _____ Fax No: _____

Date of Incorporation: _____

Number of years in business under the present name: _____

Other/former names under which your organization has operated: _____

Brief description of your organization's primary experience: _____

Give name and data about any contracts you have failed to complete, including any terminations of default (use separate sheet if necessary).

Has your organization or any of its directors, officers, partners or supervisory personnel ever been party to any criminal action relating directly or indirectly to the general conduct of your business?

_____ if yes, Explain:

Has your organization ever been denied an award on which you were low bidder? _____ if yes, Explain:

Have you ever been assessed actual or liquidated damages for late completion? If so, give full particulars.

List three (3) current clients of janitorial services similar to this IFB currently under contract or whom you have serviced in the last five (5) years. Give name, address and phone number of company and client's representative that we may contact and who will provide us information for references: **All references must be reachable and willing to furnish information by telephone conversation or facsimile.**

1. _____
Name of Company

Company Representative

Phone Number

Address

2. _____
Name of Company

Company Representative Phone Number

Address

3. _____
Name of Company

Company Representative Phone Number

Address

The MVA also reserves the right to request any other information and data for the purposes of determining the Contractor's ability to perform the contract.

BID/PROPOSAL AFFIDAVIT**A. AUTHORIZED REPRESENTATIVE.**

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. 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 § 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in § 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), 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):

C. 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, or any of its employees directly involved in 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 arising out of 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 conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(6) 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;

(7) 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 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):

D. 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, or any of its employees directly involved in 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):

E. 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 §§ 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):

F. SUBCONTRACT 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.

G. 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.

H. FINANCIAL DISCLOSURE AFFIRMATION.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of § 13-221 of the State Finance and Procurement Article of the 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.

I. 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 Administrative Board of Election Laws 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.

J. 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 whom 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' 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 §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(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 §J(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(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 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT.

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: Address:

(If not applicable, so state).

- (2) 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.

L. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

M. REPEALED.

N. ACKNOWLEDGMENT.

- (1) 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; (b) counties or other subdivisions of the State of Maryland; (d) other states; and (e) the federal government.
- (2) 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 covenant undertaken by the above business with respect to (a) this Affidavit, (b) the contract, and (c) other Affidavits comprising part of the contract.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

INSURANCE REQUIREMENTS

A. **The Contractor or Vendor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Motor Vehicle Administration (MVA).**

1. Comprehensive General Liability

Broad Form, combined single limit of one million dollars and no cents (\$1,000,000.00).

2. Worker's Compensation/Employer Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).

B. Said certificate shall verify that the MVA has been named an additional insured to the Contractor's or Vendor's above policies, that the insurer, at its own expense, will defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor or Vendor contained in this contract.

C. Should the Contractor or Vendor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor or Vendor to provide insurance as described above.

If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Motor Vehicle Administration may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor or Vendor.

**MARYLAND DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS AFFIDAVIT**

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

A determination by a Procurement Officer that a bidder/offeror is not responsible;

A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;

Suspension and debarment under Title 16 of the State Finance and Procurement Article;

Criminal prosecution for procurement fraud (§ 205.1 of the State Finance and Procurement Article), perjury, or other crimes; and

Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the minimum qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purposed 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.

SMALL BUSINESS QUALIFICATION NUMBER	
Date of Most Recent Qualification by DGS	
Today's Date	
BY: Signature (Authorized Representative and Affidavit)	

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.
- 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:
 - Performs work on a State contract for services valued at less than \$100,000,
 - (B) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) Performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of 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.

J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. V-LOV-11019-M Title: Janitorial Services – MVA Loveville Office

Offer/Bid submitted by (name of firm)_____

Address_____

City_____ State_____ Zip Code_____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and 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 employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror 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.

(If applicable) **The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reason(s):**

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date