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***Maryland’s Human Services Agency***

**DEPARTMENT OF HUMAN RESOURCES**

**DIVISION OF ADMINISTRATIVE OPERATIONS**

**SMALL PROCUREMENT SOLICITATION FOR**

**Office Renovations**

**DHR AGENCY CONTROL NUMBER: DHR/DAO-17-003-S**

1. **SUMMARY STATEMENT**

The Department of Human Resources (DHR) Division of Administrative Operations (DAO), is seeking renovation services for the purpose of extraction & disposal of the existing carpet, cove base and tile flooring and to install new carpet, cove base, and tile flooring in the work area and hallway of the 1st floor at 200 N. Duke Street, Calvert County Department of Social Services. The space is currently occupied; therefore, the work must be completed on non-working hours, Monday thru Friday 5PM -10PM and Saturday and/or Sunday from 8AM – 5PM.

A mandatory walk-though will be conducted on Friday, March 17, 2017 **beginning at 11:30AM** at Calvert County Department of Social Services, 200 N. Duke Street; Prince Frederick, MD.The walk-through is designed to allow all possible Bidders the opportunity to familiarize themselves with the specifications and measurements of the work. Bidders will be given a written description of the style and color of the carpet and tile to be installed at the walk-through. **Bidders are required to attend this walk-through in order to submit a Bid. Bidders arriving late will not be permitted to participate in the walk-through. Any Bid received from a Bidder that failed to attend and/or arrived late to the walk-through shall be rejected.** For questions regarding the **Walk-through ONLY**, please contact Shawn Caple, Property Manager at (410) 767-7343, or via e-mail at [Shawn.Caple@Maryland.gov](mailto:Shawn.Caple@Maryland.gov). Questions regarding the solicitation should be directed only to the Procurement Officer (see Section 9).

1. **BACKGROUND**

The Division of Administrative Operations oversees the overall maintenance of DHR’s local Departments of Social Services throughout the state of Maryland.

1. **SCOPE OF THE PROJECT**

The Division of Administrative Operations needs the following completed:

1. Remove and dispose existing carpet, cove base and tile;
2. Install new carpet, cove base and floor tile;
3. Work must be completed no later than one (1) week prior to the Contract end date of May 15, 2017; and
4. Specifications for carpeting and floor tile will be given at time of walk-through.
5. **BIDDER QUALIFICATIONS**
6. Bidders shall be licensed to conduct business in the State of Maryland and be properly insured as proof of meeting this requirement a copy of insurance and license must be attached to your Bid form for consideration (see Section 6 – Insurance Requirement).
7. Bidders shall attend a mandatory walk-through. As proof of meeting this requirement the bidder shall submit with its Bid **Attachment C** – **Walk-through Affidavit.**
8. **CONTRACTOR REQUIREMENTS**

The Contractor shall:

1. Provide carpet, cove base, floor tile and materials needed to complete all required work;
2. Utilize proper tools for removing and laying of the carpet, cove base and floor tile to the contracted work areas;
3. Match cove base with existing cove base which is 6” in width (if needed);
4. Cover all existing furniture and cubicles;
5. Ensure the area is clean from all trash and debris after installation;
6. Dispose of all materials properly off site; and
7. The Contractor shall have professional attire (i.e. identifiable uniforms) and each person who is an employee shall display his or her company ID badge at all times while on State premises.  Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification; and
8. Complete all the work during non-working hours, Monday thru Friday 5PM – 10PM and Saturday and/or Sunday from 8AM – 5PM.

**6. INSURANCE REQUIREMENTS**

1. The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a limit of $1,000,0000 per occurrence and $2,000,000 aggregate.
2. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
3. Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

1. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.

2. Commercial General Liability as required in Section 6.A.

4. Automobile and/or Commercial Truck Insurance as required in Section 6.B.

1. The “State of Maryland, its officers, employees and agents” shall be listed as an additional insured on any Commercial General Liability and Malpractice/Professional with the exception of Worker’s Compensation Insurance, which is currently handled by the Chesapeake Employer’s Insurance Company (formerly Injured Worker’s Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
2. The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.
3. **CONTRACT TERM AND DELIVERABLES**

The Contract resulting from this solicitation will be for 6 weeks beginning April 10, 2017 and ending May 15, 2017.

**8. STATE PROJECT MANAGER**

The State Project Manager for this Contract is:

Shawn Caple

311 W. Saratoga Street

Baltimore, Maryland 21201

Office: 410-808-7343 Fax: 410-333-2317

Email: [shawn.caple@maryland.gov](file:///C:\Users\eanderso\Downloads\shawn.caple@maryland.gov)

After Contract award, this person will serve as the primary point of contact for the Contractor in regards to the Contract resulting from this IFB. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.

1. **SUBMISSION INFORMATION**

The original, to be so identified, and **1 sealed** copy of each Bid must be received by the Procurement Officer no later than 1:00 PM Tuesday, March 21, 2017 in order to be considered. The Bids shall be submitted together in a single package including a label bearing:

* The IFB title and number,
* Name and address of the Bidder, and
* Closing date and time for receipt of Bids.

Requests for extension of this date or time shall not be granted. Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

Bids are to be delivered to:

Cora Traynham, Procurement Officer

Department of Human Resources

Procurement Division

311 W. Saratoga Street; 9th Floor

Baltimore, MD 21201

Office: (410) 767-7637 Fax: (410) 333-0925

Email: [Cora.Traynham@maryland.gov](mailto:Cora.Traynham@maryland.gov)

Inquiries must be directed to the Department at the above telephone number and address.

**Note: ELECTRONIC OR FACSIMILE BIDS WILL NOT BE ACCEPTED**

All Bid Submission shall include the following:

A. Cover Letter

The Cover Letter shall have an original signature by a person that is authorized to bind the company to the services described in the Bid and shall be submitted with the response on company letterhead and shall include the following statements:

* The company agrees to all terms and conditions.
* The company agrees to sign the awarded contract.  See sample **Contract** (**Attachment A**)

B. **Bid Form (Attachment B)**

The Bid Form shall have an original signature by a person that is authorized to bind the company to the Services and the Bid.

C. **Walk through Affidavit** (**Attachment C**)

D. Current copy of Certificate of Insurance with insurance limits as specified in Section 6.

1. References – At least three (3) references are requested from customers who are capable of documenting the Bidder’s ability to provide the services specified in this IFB. Each reference shall be from a client for whom the Bidder has provided services within the past two (2) years and shall include the following information:

1. Name of client organization;

2. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

3. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

**10. BASIS FOR AWARD**

The Contract will be awarded to the responsible Bidder whose submits a responsive Bid that meets the specifications set forth in the Small Procurement Solicitation, and provides the Most Favorable (lowest) Bid Price. In the event of tie bids, the provisions of COMAR 21.05.02.14 shall determine the successful bidder.

**11. DEPARTMENT CONTRACT**

The successful bidder will be expected to sign a contract with the Department, sample enclosed as **ATTACHMENT A**. (Any small procurement solicitation expected to be a Category III Small Procurement between $15,001 up to and including $25,000 must be executed using the DHR 615 Standard Small Procurement Contract, EXCEPT for building maintenance solicitations.)

**12. CANCELLATION OF BIDS**

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State’s best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Bidders who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

**13. ACCEPTANCE OF BIDS**

The State reserves the right to accept or reject any and all Bids, in whole or in part, received in response to this Solicitation, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

**14. TIME OF BID ACCEPTANCE**

The content of this Solicitation and the Bid of the successful Bidder will be included by reference in any resulting Contract. All prices, terms and conditions in the Bid are irrevocable for 90 days after the closing date for receipt of Bids. This period may be extended by written mutual agreement between the Bidder and the requesting State organization.

**15. PAYMENT**

The successful vendor shall bill the Department upon completion of the project. All invoices must (at a minimum) be signed and dated in addition to including the Contractor’s mailing address, the Contractor’s Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

**Invoices must be addressed to:**

**Maryland Department of Human Resources**

**Accounts Payable**

**311 W. Saratoga Street, 9th Floor**

**Baltimore, Maryland 21201**

**16. PROCUREMENT METHOD**

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost $25,000 or less.

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

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| **ATTACHMENT A – CONTRACT  “SAMPLE”** |

DHR/DAO-17-003-S

AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT**

**BETWEEN**

**MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES**

**AND**

**FOR**

THIS CONTRACT, effective as of      , by and between the Maryland State Department of Human Resources      , hereinafter abbreviated as the "DHR/     " and       a       hereinafter referred to as the "CONTRACTOR".

The DHR/      and the CONTRACTOR do mutually agree as follows:

**I.**

**PROGRAM AND SERVICES TO BE PROVIDED**

Subject to the continuing availability of the State and /or federal funds, the DHR/      shall purchase the CONTRACTOR'S services and the CONTRACTOR shall      . These services shall be provided in accordance with the terms and conditions of this Agreement, the DHR/     ’s Scope of Work, the CONTRACTOR’S proposal and budget dated      , attached as the Appendix and incorporated as part of this Agreement.

**II.**

**TERM OF AGREEMENT**

Performance under this Agreement shall commence on       and shall continue until agreed upon services are completed, but in any case no later than      . The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHR/     , in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (d) or (e) of this contract.

**III.**

**COSTS AND EFFICIENCY**

1. The cost to the DHR/      for the services to be provided by the CONTRACTOR under the Agreement shall not exceed:       Dollars (     ).

(b) METHOD OF PAYMENT:Payments by the Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.

(c) Payment of these funds is conditional upon the DHR/      receiving funds as specified to pay for the total costs of the services set forth in the Appendix from     .

If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHR/      shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHR/      reserves the right in its sole discretion to reduce the total amount of funding under the contract.

(d) The CONTRACTOR'S Federal Tax identification Number is     .

The CONTRACTOR agrees to include this number on all invoices billed to the DHR/     . The DHR/      may withhold payment for failure to comply with this provision.

The CONTRACTOR'S Social Security Number is       (individual contractor only). This number will be used for disbursement and tax purposes only.

**IV.**

**GENERAL PROVISIONS AND CONDITIONS**

(a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.

(b) The DEPARTMENT designates INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. The CONTRACTOR shall designate INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. All contact between the DHR/      and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/     'sdesignated Title.

(c) Amendment of Agreement: This Agreement may be amended as the DHR/      and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.

(d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

(e) Termination for Convenience: The performance of work under this Agreement may be terminated by the DHR/      in accordance with this clause in whole, or from time to time in part, whenever the Title shall determine that such termination is in the best interest of the State. The DHR/      will pay all reasonable costs associated with this Agreement that the CONTRACTOR has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the CONTRACTOR shall not be reimbursed for any anticipatory profits which 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 governedby the provisions of COMAR 21.07.01.12A (2).

(f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHR/      may terminate the Agreement. Prior to terminating this Agreement, the DHR/      shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/      may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination all finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHR/     ’s option, become the State's property. The DHR/      shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the CONTRACTOR'S breach. If the damages are more than the compensation payable to the CONTRACTOR, the CONTRACTOR will remain liable after termination and the DHR/      can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

(g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the Title's decision.

(h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non‑expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHR/     .

(i) Anti‑Bribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.

(j) Non‑liability of the DHR/     : It is understood and agreed that the DHR/      shall not be liable in any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.

(k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.

(l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHR/     , it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others: (3) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.

The CONTRACTOR agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHR/     ’s program with respect to individuals with disabilities.

(m) The CONTRACTOR, if providing direct services to the DHR/     's clients, agrees to include an acknowledgment of funding received from the DHR/      under this contract in any and all related publications. "Related publications" are not limited to publications funded under the contract.

THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

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| **FOR THE CONTRACTOR:** |  | **FOR THE DHR/**     **:** |
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| Date Signed |  | Date Signed |

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.

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| **ATTACHMENT B – BID FORM** |

Attachment B is included as a separate Microsoft Excel document.

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| **ATTACHMENT C – WALK THROUGH AFFIDAVIT** |

Solicitation No.  DHR/DAO-17-003-S

A mandatory walk through will be held at **11:30AM LOCAL TIME, on Friday, March 17, 2017 at the Calvert County Department of Social Services, 200 N. Duke Street, Prince Frederick, MD.** Please sign and return this form with your Bid.  Failure to attend the walk through will result in your bid being determined non-responsive.

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am       (name of affiant),      (Title) and the duly authorized representative of       (name of Bidder) and that I possess the legal authority to make this Affidavit of behalf of myself and the business for which I am acting.

I hereby affirm that       (Bidder) has attended the mandatory walk through.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT.

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