



*Maryland's Human Services Agency*

**DEPARTMENT OF HUMAN RESOURCES**  
Frederick County Department of Social Services,

**SMALL PROCUREMENT SOLICITATION FOR  
Unarmed Security Guard Services  
at the Frederick County Department of Social Services**

**DHR AGENCY CONTROL NUMBER: FCDSS/LGA17-006**

**SMALL BUSINESS RESERVE ONLY PROCUREMENT**

This is a Small Business Reserve Procurement under COMAR 21.11.01.06. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 — 14-505, Annotated Code of Maryland, and that are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

**1. SUMMARY STATEMENT**

The Frederick County Department of Social Services (the department) intends to acquire contracted services to provide two (2) full-time unarmed security guards for the purpose of ensuring the safety and security of the staff and customers of the department.

The Contract will be for March 1, 2017 through May 31, 2017.

**2. BACKGROUND**

Frederick County Department of Social Services (FCDSS) is a local agency of the State of Maryland under the Department of Human Resources (DHR). FCDSS is located at 100 East All Saints Street, Frederick, MD, 21701. The FCDSS facility is a four (4) story building, occupying 52,713 square feet with adjacent grounds and minimal parking spaces. Visitors and customers visit the building Monday through Friday, for various reasons including but limited to: service and financial assistance applications, meetings and training. Public access is limited to lobby, reception, and the multipurpose rooms. Staff uses an electronic multi-numbered keypad to open secured doors leading to the main office areas which are occupied by the staff. Upon entering the building, all visitors are screened by the security guards. Screening includes, but is not limited to, the use of metal detection equipment. The intent of this awarded contract is to provide quality uniformed, unarmed security guard services to the Frederick County Department of Social Services.

**3. SCOPE OF THE PROJECT**

This solicitation is for short term coverage of sixty-five (65) working days at sixteen (16) hours per day for **a total of one thousand, forty (1040) man hours** over the (3) three month contract period.

### 3.2.1 General Requirements

- 3.2.1.1 The contractor shall furnish all labor, equipment, and supplies necessary to perform the unarmed security guard services for the FCDSS building, grounds, and parking lot in strict conformity with the methods and conditions hereinafter specified. The contractor must provide the necessary personnel and any special equipment required to provide these services. The services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery of services to customers, and which will cause the minimum amount of disruption to agency operations.
- 3.2.1.2 The contractor shall provide full coverage from 7:00 a.m. until 7:30 p.m. This contract requires that two (2) uniformed unarmed security guards are to be provided on State workdays, Monday through Friday from 7:00 a.m. to 7:30 p.m. and occasionally for special events until 9:30 p.m. This contract requires the manning and operation of a Metal Detector.
- 3.2.1.3 Unarmed security guard services include coverage of the internal and external building rounds. The contractor must be able to provide the uniformed unarmed security guard services described in this solicitation. These services must be provided in an orderly, continuous and consistent manner, which will support the effective delivery to services to customers and cannot cause disruption to the agency operation.

### 3.2.2 Working Hours

- 3.2.2.1 The following location and schedule represent the maximum number of hours anticipated for the scope of the contract. FCDSS will notify the contractor of any additional after-hour services on an as-needed basis in writing.
- 3.2.2.2 The contractor shall provide full coverage from 7:00 a.m. until 7:30 p.m. This contract requires that two (2) uniformed unarmed security guards are to be provided on State workdays, Monday through Friday. Guard schedules will overlap for coverage from 7:00 a.m. to 7:30 p.m. and occasionally for special events until 9:30 p.m. **for a total of 16 paid hours per day.**
- 3.2.2.3 Guards work to provide full coverage guard service Monday through Friday. When breaks and lunch hours apply, guards will rotate so that full coverage is provided consistently and continuously.
- 3.2.2.4 The guard will ensure all customers have left the building before leaving.
- 3.2.2.5 The guard post must be manned during duty hours.

### 3.2.3 Contractor's Responsibility

- 3.2.3.1 The contractor shall provide the name, current telephone number, and email address of a "project manager" who will serve as their representative and will be the primary contact with FCDSS. This person must be available during normal business hours 7:30 a.m. until 5:00 p.m. and at any other time in case of emergencies to make all necessary arrangements for guard services.
- 3.2.3.2 The contractor shall meet with the DHR Contract Administrator and the FCDSS Assistant Director of Administration or designee, once every quarter to review at minimum security guard performance, security guard training and certifications updates, and discuss communication between FCDSS and the contractor. FCDSS reserves the right to request additional meetings.
- 3.2.3.3 The contractor shall assure all watches are covered as directed by these specifications and dealing with the contractor at the highest local level if necessary should a problem arise.
- 3.2.3.4 The contractor shall review the log book making note of any rounds missed and checking the log for a notation as to why rounds were missed during the quarterly meetings.

- 3.2.3.5 The contractor shall provide adequate training for security guards, including but not limited to, the use of metal detection devices.
- 3.2.3.6 The contractor shall train replacement guards as needed. All replacement guards must be approved by the DHR Contract Administrator and the FCDSS Assistant Director of Administration or designee.
- 3.2.3.7 The contractor shall provide corrective action plans to the DHR Contract Administrator and the FCDSS Assistant Director of Administration or designee within ten (10) business days for any issues such as guard performance, attendance, or otherwise specified. FCDSS Assistant Director for LGA or designee will review the plan and provide feedback and enhancements to the contractor. FCDSS must approve the corrective action plan. Should the contractor and the FCDSS Assistant Director of Administration not agree on an appropriate corrective action plan, then recommendation provided by the FCDSS Assistant Director of Administration or designee will be the corrective action plan the Contractor must use.
- 3.2.3.8 The contractor shall pay the cost, maintenance, and upkeep of uniforms; and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland.

### 3.2.4 State's Responsibility:

- 3.2.4.1 The State shall provide Post Orders specifying the days and hours of the week uniformed unarmed security guard service is to be provided, tours of duty required, duties to be performed by the guard and location of guard posts. This information will be prepared by the Assistant Director of Administration or designee and furnished to the successful bidder after the award of the contract. The Assistant Director of Administration or designee may alter these instructions at any time.
- 3.2.4.2 The State agrees that all persons performing work under this contract shall at all times be recognized as contract guard service employees under the control of the contractor. However, the contractor, his/her agents, and employees shall in the performance of services hereunder, comply with written or verbal instructions received from the Assistant Director of Administration or designee.
- 3.2.4.3 The State shall not to solicit the contractor's employees for hire, however, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Budget and Management, which provides equal job consideration and certification to all job applicants.
- 3.2.4.4 The State shall present an initial orientation of FCDSS to each guard. The orientation will include:
  - A. Tour of the building and grounds;
  - B. Location of fire, safety equipment, and alarms;
  - C. Use of a DHR Incident Report;
  - D. Organization and mission of the agency;
  - E. Post assignments;
  - F. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, other disasters;
  - G. Orientation to agency programs;
  - H. Sign-in and out procedures

### 3.2.5 Guard Wages

- 3.2.5.1 **The contractor must pay the unarmed guards accepted by FCDSS a minimum of \$14.00 per hour, and any increase during the term of the contract, in accordance with Maryland's Living Wage.** In the event the Living Wage for Tier 2 is increased during the contract period, the rate paid to employees shall be increased to meet or exceed that Living Wage, See Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Increase in any state or federal wage rates may not be

passed onto the agency or the State of Maryland and is the sole responsibility of the Contractor.

### **3.2.6 Standards and Conduct of Guards**

#### **3.2.6.1 Guards Shall:**

- 3.2.6.1.1 Monitor the live security cameras, which are viewable at the Guards Post, throughout the day and address any situation that may arise.
- 3.2.6.1.2 Require all staff entering the building to display an official State or County ID Badge or to sign in and obtain a Visitor's badge.
- 3.2.6.1.3 Require visitors/clients to sign in and receive a white Visitor's badge
- 3.2.6.1.4 Provide assistance and direction to persons looking for agencies or services
- 3.2.6.1.5 Instruct service workers, delivery persons and others to sign in and receive a yellow Services badge.
- 3.2.6.1.6 Protect the building and staff against fire, theft, pilferage, malicious injury, damage or destruction.
- 3.2.6.1.7 When appropriate, inspect any and all suspicious bags, packages, boxes or parcels to prevent theft, pilferage and to ensure building safety.
- 3.2.6.1.8 Upon suspicion of the entry of any weapons into the building, utilize the magnetic wand to screen any person or their personal belongings.

#### **3.2.6.2 Guards Shall Not:**

- 3.2.6.2.1 Carry any weapons such as guns, knives, mace, nightsticks, tasers, etc.
- 3.2.6.2.2 Leave the facility unattended.
- 3.2.6.2.3 Bring their children, grandchildren, relatives, friends or pets to work with them or to care for them during their shift.
- 3.2.6.2.4 Have visitors during their shift.
- 3.2.6.2.5 Fraternize with customers, staff, and other guards while on duty.
- 3.2.6.2.6 Have customers or staff congregating at the security desk.
- 3.2.6.2.7 Use force except to defend themselves or others when in immediate danger.
- 3.2.6.2.8 Make verbal or written statements regarding incidents, situations, or circumstances at the FCDSS facility. The exception is when logging an incident report as required elsewhere in these specifications.
- 3.2.6.2.9 Engage in any unauthorized investigative or detective work.
- 3.2.6.2.10 Surrender keys to any unauthorized individual without the prior approval of the Assistant Director, Local General Administration or designee.
- 3.2.6.2.11 Disclose security access codes of the FCDSS facility.
- 3.2.6.2.12 Remove keys, supplies, furniture, or equipment from the FCDSS facility.
- 3.2.6.2.13 Make personal telephone calls unless under extreme emergency situations consistent with the Agency's telephone policy.
- 3.2.6.2.14 Eat or drink while on duty, except during breaks or specified lunch times; such exceptions will be confined to the employee's lunch room.
- 3.2.6.2.15 Smoke or chew tobacco in any area of the building while on duty or off duty.
- 3.2.6.2.16 Engage in loud or boisterous behavior.
- 3.2.6.2.17 Report for duty under the influence of alcohol or drugs (grounds for immediate termination).
- 3.2.6.2.18 Participate in any form of gambling.

- 3.2.6.2.19 Sleep while on duty.
- 3.2.6.2.20 Confiscate any money inadvertently left in the Agency or on the Agency grounds.
- 3.2.6.2.21 Permit customers or staff members to sit at the security desk with the guard.
- 3.2.6.2.22 Soliciting on State property is prohibited.
- 3.2.6.2.23 Make any arrests or detentions of individuals.
- 3.2.6.2.24 Sign a complaint on behalf of any State agency or State employee. Guards shall not request the towing of any vehicle without consent from the Assistant Director, Local General Administration or designee.
- 3.2.6.2.25 Accept applications, paperwork, or any form of correspondence including packages or equipment from a customer.

### **3.2.6.3 Guard Equipment**

- 3.2.6.3.1 The Contractor shall issue and pay for equipment as specified below for all guards while on duty:
- 3.2.6.3.2 All guards must be issued and wear uniforms bearing insignia and/or name of the security guard company which is clearly visible to the public while on duty.
- 3.2.6.3.3 All guards must be issued and wear name plates/tags with their names clearly printed and visible to the public while on duty.
- 3.2.6.3.4 Flashlights and all replacement batteries.
- 3.2.6.3.5 Other equipment as may be agreed upon as part of the terms of this contract.
- 3.2.6.3.6 FCDSS will issue the guard a two-way radio which must be kept in the guard's possession at all times while on duty.

### **3.2.6.4 Guard Appearance and Uniforms**

- 3.2.6.4.1 Guards must be clean and properly groomed with an acceptable haircut, similar to police department standards, with any facial hair neatly trimmed and hair pulled away from the face.
- 3.2.6.4.2 The successful bidder provides guards' clothing. Guards shall arrive ready for duty and completely outfitted.
- 3.2.6.4.3 All outfits must comply with OSHA, MOSHA, and other local, state, and federal statutes and requirements. Uniforms must fit properly and must be clean and pressed. Name tags must be worn on the outer garment and be easily visible.
- 3.2.6.4.4 Shoes must be black and in good condition and polished.

## **4. BIDDER/OFFEROR QUALIFICATIONS**

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met. Unless stated elsewhere in the IFB, the minimum qualifications for award for this solicitation are as follows:

The successful Bidder must have a minimum of three (3) complete and consecutive years of successful guard service performance comparable in scope, type, size, magnitude, and

complexity for each reference as required in the IFB. The Bidder must provide references that can substantiate this experience timely upon the request of the Procurement Officer.

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

Upon request, the Contractor shall submit documentation qualifying each guard to include a copy of driver's license, high school diploma or equivalency certificate, first aid certification, CPR and AED certification, resume and background clearance. These documents must reflect at least two (2) years' experience, with security/law enforcement work for services of the type and size of this IFB.

List of Current or Prior State Contracts. Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) consecutive years. For each identified contract, the Bidder is to provide:

- a. The State contracting entity;
- b. A brief description of the services provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

## **5. CONTRACTOR REQUIREMENTS**

The contractor will designate a "project manager" who will serve as their representative and will be the primary contact with FCDSS. This person must be available during normal business hours 7:30 a.m. until 5:00 p.m. and at any other time in case of emergencies to make all necessary arrangements for guard services.

The contractor shall meet with the FCDSS Assistant Director of Administration or designee as needed to review security guard performance and/or to address security issues.

The contractor shall assure all watches are covered as directed by these specifications.

The contractor shall provide adequate training for security guards, including but not limited to, the use of metal detection devices.

The contractor shall train and provide replacement guards as needed. All replacement guards must be approved by the FCDSS Assistant Director of Administration or designee.

The contractor shall provide corrective action plans to the FCDSS Assistant Director of Administration or designee within three (3) business days for any issues such as guard performance, attendance, or otherwise specified. FCDSS must approve the corrective action plan and retains complete authority over the interpretation or definition of an acceptable action plan.

The contractor shall pay the cost, maintenance, and upkeep of uniforms; and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code.

**Security Requirements:**

The contractor shall adhere to state of Maryland policies and procedures in the following categories:

**a. Employee Identification**

The contractor display company ID badges at all times while on State premises.

**b. Information Technology**

The contractor will comply with and adhere to the State IT Security Policy and Standards available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

**c. Criminal Background Check**

The Contractor shall provide, at its own expense, a Maryland State Police and/or FBI background check on each Security Guard stationed at the FCDSS and will supply completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

**Insurance Requirements:**

- a. The Contractor shall maintain Commercial General Liability Insurance with limits no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b. 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.

**Fidelity Bond** – Contractor's employees shall be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. Said bond or bonds shall have a limit of \$2,500 per occurrence, per employee.

Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance containing at minimum the following:

- a. Workers' Compensation
- b. Commercial General Liability
- c. Automobile and/or Commercial Truck Insurance
- d. Employee Theft Insurance

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration.

## 6. CONTRACT TERM AND DELIVERABLES

The Contract resulting from this solicitation will be for a three (3)-month period beginning March 1, 2017 and ending May 31, 2017. With three (3) one-month options to be renewed at the sole discretion of FCDSS. Additional periods may be added, up to and including an extension of up to ninety (90) days at no additional cost or rate increase to FCDSS.

## 7. STATE PROJECT MANAGER

The State Project Manager for this Contract is:

**David Drees, Assistant Director of Administration**  
Frederick County Department of Social Services  
100 East All Saints St  
Frederick, MD 21701  
Phone Number: 301-600-2457  
Fax Number: 301-600-4550  
E-mail: david.drees@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.

## 8. SUBMISSION INFORMATION

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- a. All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- b. Bidders must bid all lines in eMaryland Marketplace. Unless stated within the IFB, all Bid Prices must be submitted on eMaryland Marketplace as indicated on the Line Item. Bid Prices submitted on eMaryland Marketplace prevails Bid Prices indicated elsewhere.
- c. All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- d. Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

The original, to be so identified, and two (2) copies of each Bid must be received by the **Procurement Officer by 4 pm, February 23, 2017** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. 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.

**Electronic submission via e-Maryland Marketplace will be accepted under the same criteria and deadlines as described above**

All bids **must** include a Bid Form or Price Sheet **ATTACHMENT A.**

Bids are to be delivered to:

**Barbara Tolley, Procurement Officer**  
Frederick County Department of Social Services  
100 East All Saints St  
Frederick, MD 21701  
Phone Number: 301-600-4541  
Fax Number: 301-600-4550  
E-mail: barbara.tolley@maryland.gov

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

**9. SELECTION CRITERIA** - Based upon the Most Favorable Bid Price.

**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 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 offeror will be expected to sign a contract with the Department, sample enclosed as **ATTACHMENT B**

**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/PROPOSALS**

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/PROPOSAL ACCEPTANCE**

The content of this Solicitation and the Bid of the successful Bidder or 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/Financial, if requested. 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 monthly, to include hours, rates and times. Invoices must be addressed to:

**Barbara Tolley, Procurement Officer**  
Frederick County Department of Social Services  
100 East All Saints St  
Frederick, MD 21701  
Phone Number: 301-600-4541  
Fax Number: 301-600-4550  
E-mail: [barbara.tolley@maryland.gov](mailto:barbara.tolley@maryland.gov)

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.

#### **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.**

**ATTACHMENT A**

**BASE BID FORM/PRICE SHEET**

The Base Bid shall be the **TOTAL THREE (3) MONTH PRICE** for providing uniformed guard services as detailed in these specifications and calculated as follows:

$$\begin{array}{rcccl} \text{Line 001 -} & \$ \underline{\hspace{2cm}} & \times & \underline{1,040} & = & \$ \underline{\hspace{2cm}} \\ & \text{Hourly Billing Rate} & & \text{Estimated Hours} & & \text{Base Bid} \end{array}$$

For two (2) Full-time guards three (3) months

**If the bidder fails to bid on all lines in eMarylandMarketplace, the Procurement Officer shall deem the bid non-responsive. The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.**

**ATTACHMENT B**

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**

(a) 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 DHR's 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/ 's designated 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 governed by 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.

**FOR THE CONTRACTOR:**

**FOR THE DHR/ \_\_\_\_\_ :**

\_\_\_\_\_  
Signature  
Type Name Here  
Name  
Type Title Here  
Title  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature  
Type Name Here  
Name  
Type Title Here  
Title  
\_\_\_\_\_  
Date Signed

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