



**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL
SERVICES (DPSCS)
COMMODITY**

INVITATION FOR BIDS (IFB)

BID NUMBER: BPM031060

Issue Date: August 5, 2022

**AGENCY
DPSCS Suicide Prevention Mattress**

NOTICE

A Prospective Bidder that has received this document from the Department of Public Safety and Correctional Services (DPSCS) website or procurement.maryland.gov, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED
TO RESPOND TO THIS SOLICITATION**

STATE OF MARYLAND
Department of Public Safety and Correctional Services (DPSCS)

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids:	DPSCS Suicide Prevention Mattress
Solicitation Number:	BPM031060
Solicitation Type:	Indefinite Quantity
IFB Issue Date:	August 5,2022
IFB Issuing Office:	Department of Public Safety and Correctional Services (DPSCS)
Procurement Officer:	Amy Clark Phone: 410-336-776 e-mail: amy.clark1@maryland.gov
Pre-Bid Conference:	Not Applicable
Pre-Bid Attendance RSVP due by:	Not Applicable
Cut-off Date for Q &A:	All questions or issues pertaining to this solicitation must be submitted to the Procurement Officer via eMaryland Marketplace Advantage 5 days prior to the bid closing date.
Closing Date and Time:	August 12,2022 2:00pm Local Time
Term of Contract:	Until funds are depleted
Options	No
MBE Subcontracting Goal:	Not Applicable Not Applicable
MBE Split Goals:	
VSBE Subcontracting Goal:	Not Applicable
Small Business Preference:	No

Bids are to be submitted online only at eMarylandMarketplace Advantage: procurement.maryland.gov.

CONTENTS OF THIS SOLICITATION PACKAGE

Section A	General Information
Section B	Terms and Conditions
Section C	Specifications

Attachment C	Bid/Proposal Affidavit
Attachment D	Minority Business Enterprise Utilization Procedures
Attachment H	Conflict of Interest Affidavit and Disclosure
Attachment K	Mercury Affidavit
Attachment N	Contract Affidavit
Attachment P	Small Business Reserve (if applicable)
Attachment S	Company Profile
Attachment V	Pre-Bid Conference Response Form
Attachment Q	No Bid Notice

SECTION A

GENERAL INFORMATION **DPSCS Suicide Prevention Mattress**

BPM031060

A. OBJECTIVE:

The purpose of this Agency contract is to obtain a source of supply for Suicide Prevention Mattresses for The Department of Public Safety and Correctional Services (DPSCS) at a firm fixed price for the term as shown herein. The State may award one-time or multiple contracts to the lowest responsive and responsible Bidder(s).

Successful Vendor(s) shall be responsible for ensuring that the Suicide Prevention Mattresses supplied is in accordance with the Section C-Detailed Specification. The State reserves the right to inspect each load prior to acceptance by the State, for compliance with the specifications herein. Inspection may be made by an authorized representative of the State at the source of supply, point of delivery, or both.

B. BASIS OF AWARD:

1. The award for this solicitation will be made BY LOT to the responsive and responsible Vendor with the lowest price, as determined by the Procurement Officer to be in the best interests of the State of Maryland.
 - a) BY LOT is defined as all items or none. The bidder must bid ALL line items.
2. Vendor shall submit a bid price based on product description (specification) and unit of measure specified on each line. **For example:**

Unit of Measure (U/M) –

Specification –

C. METHOD OF BIDDING:

All bids, affidavits, and/or responses to attachments shall be submitted electronically through eMaryland Marketplace Advantage (eMMA) with the bid response. Bids submitted through the mail, faxed, hand delivered, etc. will not be accepted or considered.

Multiple or alternate bids will not be acceptable unless otherwise stated in the State solicitation documents.

D. TERM OF CONTRACT:

- 1) **Refer to the IFB KEY INFORMATION SUMMARY SHEET (page 2) for the complete term of the contract.** Any renewals solicited with this contract or any part of the contract may be renewed by the mutual agreement between Department of Public Safety and Correctional Services (DPSCS) and the Contractor.
- 2) Contracts will remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate any contract without showing cause upon thirty (30) days written notice.
- 3) Any item listed herein not delivered in a timely manner or does not conform to the requirements of the contract, may be purchased on the open market by the using agency. The Contractor will be charged for any product cost incurred by the State that is in excess of the contracted price.

E. PRICE ESCALATION:

Not Applicable

F. EXCEPTIONS / TERMS AND CONDITIONS:

The published specifications are meant to describe goods and services suitable for the intended application and are not meant to be restrictive in any way. All specifications determined by the bidder to be restrictive should be addressed in writing via email to the Procurement Officer by the Q&A cut-off date indicated on the IFB KEY INFORMATION SUMMARY SHEET (page 2).

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the Terms and Conditions, attached herein as **Section B**, of this IFB. Any exceptions to the Terms and Conditions should be raised **prior to** Bid submission. If applicable, the Bidder must present its company's Supplemental Terms and Conditions for the State's review **prior** to the Q&A cut-off date.

Changes to the solicitation or the Terms and Conditions made by the Bidder may result in Bid rejection. After Bid Opening, any exceptions to the bid specifications may not be accepted or considered.

G. UNIT PRICES:

Should the Contractor be required to perform work over and above that required by the Contract documents, or should the Contractor be ordered to omit work required by the Contract documents, an equitable adjustment will be made to the Contract price. In determining the amount of any such extra to the Contractor, which is governed by unit prices, the amount of the extra will be the unit price bid by the Contractor or a reasonable price, whichever is less. In determining the amount of any such credit due the State, which is governed by unit prices, the amount of the credit will be the unit price bid by the Contractor or a reasonable price, whichever is greater. Unit prices quoted will be the same for extra work and for credit work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. The Procurement Officer will issue one or more Contract modifications to authorize any such additions or deletions of work.

H. REQUIRED DOCUMENTATION AND INFORMATION:

All forms, instructions, terms and conditions are available online. It is recommended that Vendors download all online forms and attachments for future reference.

The following documentation and requested information shall be provided in the format specified by bid due date and time unless stated otherwise below. Failure to provide the requested documentation or information may cause your bid to be deemed not responsive and rejected from consideration. Note: It is the Vendor's responsibility to ensure all requested documentation is attached to its bid.

1. **MANDATORY AFFIDAVITS** - All affidavits are to be completed and provided as an attachment to your bid on eMMA. The Bid/Proposal Affidavit and the MBE D-1A Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (if applicable) must be properly completed and submitted with the Bidder's Bid or the Bid shall be deemed non-responsive and rejected. If you have difficulty attaching the affidavits to your bid response, for assistance with this process, please go to emma.helpdesk@maryland.gov. Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.

Note: For the purpose of the bid/proposal and contract affidavits, domestic/foreign refers to whether your firm is an in-state or out-of-state corporation. If your firm is not located in the State of Maryland, please designate it as 'foreign' and provide the name of your resident agent (Maryland address), if applicable.

2. **REFERENCES** - Prior to submitting a bid for the commodity in the specifications, the firm must have a minimum of three (3) consecutive years of its entity being formed and in business and have no less than three (3) years' experience in providing products that are equal to or comparable to the scope and magnitude required by the specifications.

In order to expedite the award process, it is very important for you to include the references as detailed. With each reference, list details of volume of sales for each location, a contact person, current working telephone number, e-mail address, time period of contract and dollar amount of contract. **References are to be submitted as an attachment with your bid on eMaryland Marketplace Advantage (eMMA).** The Vendor shall supply this information by filling out and returning **Attachment S - Vendor Company Profile** with their bid response.

Failure to promptly provide information that leads to a determination of responsibility is grounds for rejection of the bid.

3. **MBE INFORMATION** - The goal of the State of Maryland's Minority Business Enterprise (MBE) Program is to attempt to provide a fair share of procurement contracts to Certified Minority Business Enterprises.

The Department of Public Safety and Correctional Services (DPSCS) adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise (MBE) vendors are encouraged to respond to this solicitation as the Prime Contractor and Minority Business Enterprise (MBE) vendors shall be represented in the subcontract with a participation goal in the total bid price of this solicitation. See MBE participation for this bid on the **IFB KEY INFORMATION SUMMARY SHEET (page 2)**. Additional information regarding the State of Maryland MBE and Small Business Reserve (SBR) programs can be found on eMaryland Marketplace Advantage: <https://procurement.maryland.gov/>.

4. **SMALL BUSINESS PREFERENCE**

This solicitation is not designated as a Small Business Preference (SBP) Procurement.

5. **QUESTIONS AND INQUIRES:**

All questions or issues pertaining to this solicitation must be submitted via email to the Procurement Officer. **Questions will not be accepted by telephone or fax. See the IFB KEY INFORMATION SUMMARY SHEET (page 2) for the Cut-Off Date for submitting questions.** Only information communicated by the Procurement Officer or their authorized representative will be the official position of the State on an issue.

All questions should be submitted in a timely manner. When questions are not received in a timely manner, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether they can answer an untimely question before the bid due date.

Prices quoted shall be valid for ninety (90) days after bid opening.

This solicitation is in accordance with Code of Maryland Regulations (COMAR) 21.11.05.03B. One or more Preference Providers may respond to this solicitation. Any subsequent contract may be awarded to a preference provider if: (1) its bid price is deemed a fair market price by the Department of Public Safety and Correctional Services (DPSCS) and (2) it accepts the terms and conditions contained in this solicitation. A fair market price is defined, for this solicitation, as the average total price of all responsive bids from responsible Vendors, excluding those bids received from certified sheltered workshops.

6. **RECIPROCAL PREFERENCE:**

A Preference will be given to the responsive and responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a business preference is provided, the preference shall be the same as that provided by the State in which the nonresident firm is located. A **non-resident Vendor** submitting a bid/proposal for a State project shall be provided an attachment to the bid/proposal a copy of the current statute, resolution, policy procedure or executive order of the resident State of the nonresident Vendor that pertains to that State's treatment of nonresident Vendors.

7. **BILLING:**

Contractor shall include the following information on all invoices:

- 1) Name of company,
- 2) Address to include the 9 digit zip code,
- 3) FEIN number,
- 4) The name of the contact person,
 - Include the phone number (including toll free) for placing orders

Failure to do so may result in delay of payment.

8. **PRE-BID CONFERENCE:**

NOT APPLICABLE

9. KICK OFF MEETING:

Not Applicable

10. NO BID NOTICE:

The Department of Public Safety and Correctional Services (DPSCS) is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, **Attachment Q**, and email it to the Procurement Officer **indicated on the IFB Key Information Summary Sheet (page 2)**. We will review your responses and suggestions and try to incorporate them in our procedures.

SECTION B
TERMS AND CONDITIONS

AGENCY

DPSCS Suicide Mattress

BPM031060

1. INCORPORATION BY REFERENCE:

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

2. TAX EXEMPTION:

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, 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 performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

3. SPECIFICATIONS:

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

4. DELIVERY AND ACCEPTANCE:

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. 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 for the replacement, plus applicable expenses, if any.

5. NON-HIRING OF EMPLOYEES:

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

6. NON-DISCRIMINATION IN EMPLOYMENT:

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

7. FINANCIAL DISCLOSURE:

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more, during a calendar year shall, within 30 days of the time when the \$200,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

8. POLITICAL CONTRIBUTION DISCLOSURE:

The Contractor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount 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 Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

9. ANTIBRIBERY:

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

10. REGISTRATION:

Pursuant to §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 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

11. CONTINGENT FEES:

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

12. EPA COMPLIANCE:

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

13. 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.

14. TERMINATION FOR CONVENIENCE:

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. 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).

15. TERMINATION FOR CAUSE (DEFAULT):

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor

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 21.07.01.11B.

16. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland 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.

In accordance with COMAR 21.10.02.02 the Department will **not** accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

17. MULTI-YEAR CONTRACTS:

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning or the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

18. INTELLECTUAL PROPERTY:

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

19. MARYLAND LAW PREVAILS:

The provisions of this contract shall be governed by the laws of Maryland.

20. CONTRACTOR'S INVOICES:

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types of organizations.

21. PAYMENT OF STATE OBLIGATIONS:

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>

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

22. PRE-EXISTING REGULATIONS:

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.

23. INDEMNIFICATION:

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement. (COMAR 21.07.03.23)

24. CONFLICTING TERMS:

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

25. DRUG AND ALCOHOL FREE WORKPLACE:

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

26. CHANGES - WORK ORDERS:

Changes: The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the specifications (including drawings and designs);

In the method or manner of performance of the work;

In the State-furnished facilities, equipment, materials, services, or site; or

Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes 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.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, 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 the contract, whether or not changed by an 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 order under (2) 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 increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.

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 appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total 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 contract is adjusted to permit its completion within the project budget.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

As used in this section, “work” means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

Miscellaneous: In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a “Work Order”). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a “change order,” does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State’s terms (including a promise to pay the Contractor a “not to exceed” (“NTE”) amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

The terms “not to exceed” and “NTE” when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

27. RETENTION OF RECORDS:

The Contractor shall retain and maintain all records and documents relating to this contract for three 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 designee, at all reasonable times.

28. COMPLIANCE WITH LAWS:

The Contractor hereby represents and warrants that:

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

29. COST AND PRICE CERTIFICATION:

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:

- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or smaller amount set by the procurement officer; or
- B. A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.

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

30. BID / PROPOSAL AFFIDAVIT:

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

31. CONTRACT AFFIDAVIT:

The successful Bidder or Offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

32. PUBLIC INFORMATION ACT NOTICE:

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 4 of the General Provisions Article, Annotated Code of Maryland.

33. MINORITY BUSINESS ENTERPRISE NOTICE:

Minority Business Enterprises are encouraged to respond to this solicitation.

34. ARREARAGES:

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

35. MULTIPLE OR ALTERNATE BIDS:

Unless multiple or alternate bids are requested in the solicitation, multiple or alternate bids may not be accepted. If the solicitation does not request multiple or alternate bids, if received they will be treated in accordance with COMAR 21.05.02.21.

36. BPO/PO AS CONTRACT:

This provision applies to all procurement contracts procured by the Department of Public Safety and Correctional Services (DPSCS) except contracts for the procurement of architectural and engineering services for a price of greater than \$200,000.

As used in this provision, a bid refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.

As used in this provision, a Bidder refers to a Bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.

As used in this provision, a solicitation means an Invitation for Bids, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.

The Bidder's execution and submission of a responsive bid constitutes a promise by the Bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the Bidder and the Department may agree.

Upon acceptance of a bid, the Procurement Officer may issue a Blanket Purchase Order (BPO), in a form to be determined by the Department, to the Bidder accepting the bid and binding the Bidder to a contract. The execution and issuance of a BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed BPO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the BPO, the bid, or by operation of law, and the executed bid of the Bidder. If the Procurement Officer issues a BPO, at the option of the Procurement Officer it will

not be necessary for the Bidder to execute the BPO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

The BPO; then

The Solicitation; and then

The Bid.

37. RETURNED GOODS:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

38. TIE BIDS

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

39. DELAYS AND EXTENSIONS 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 suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

40. PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

41. NON-AVAILABILITY OF FUNDING

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's 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 nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has

knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

42. SUSPENSION OF WORK

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

43. USE OF ESTIMATED QUANTITIES (IF APPLICABLE)

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Agency named in this contract does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

44. RISK OF LOSS - TRANSFER OF TITLE

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

CONTRACTOR

<<enter the contractor’s company name >>

STATE OF MARYLAND

Department of Public Safety and Correctional Services (DPSCS)

By _____(Seal)

(Printed Name and Title)

Signature and Date

By _____

(Printed Name and Title)

Signature and Date

SECTION C

SPECIFICATIONS

AGENCY

**DPSCS Suicide Prevention Mattress
Department of Public Safety and Correctional Services (DPSCS)
BPM031060**

DPSCS is soliciting to Procure an indefinite quantity contract for Suicide Prevention Mattresses. This contract shall not exceed \$50,000.00.

- 1) Contractor shall provide mattresses that measure 75"x30"x4" with a built in headrest.
- 2) Contractor shall provide mattresses that are urethane coated 1050 ballistic nylon covered.
- 3) Contractor shall provide mattresses that are high puncture resistant, grab strength, burst strength and seam strength.
- 4) Contractor shall provide mattresses that must be able to be cleaned with a non-proprietary cleaning solution.
- 5) Contractor shall provide mattress guarantee against cracking or peeling for a minimum of (10) years.
- 6) Contractor shall provide mattresses that meet flammability test requirements.
- 7) Contractor shall include in the bid price the cost of shipping to Correctional facilities located in the state of Maryland.

MANDATORY AFFIDAVITS AND ATTACHMENTS

Section B – Terms and Conditions

Attachment C - Bid/Proposal Affidavit

Attachment H - Conflict of Interest and Disclosure Affidavit

Attachment K - Mercury Affidavit

Attachment N - Contract Affidavit

Attachment S – Company Profile

SUBMIT THESE AFFIDAVITS WITH BID/PROPOSAL

ATTACHMENT C
COMAR 21.05.08.07
Bid/Proposal Affidavit

Click link to download a fillable copy of the *Bid/Proposal Affidavit*: https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf

FAILURE TO SUBMIT THIS AFFIDAVIT WITH THE BID SHALL DEEM THE BID NON-RESPONSIVE.

ATTACHMENT D

**Minority Business Enterprise (MBE)
SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

ATTACHMENT H

COMAR 21.05.08.08

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Click link to download a fillable copy of the *Conflict of Interest Affidavit And Disclosure*:
<https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

SUBMIT THIS AFFIDAVIT WITH THE BID/PROPOSAL.

ATTACHMENT K

COMAR 21.05.08.09

MERCURY AFFIDAVIT

Click link to download a fillable copy of the *Mercury Affidavit*: <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

SUBMIT THIS AFFIDAVIT WITH THE BID/PROPOSAL.

ATTACHMENT N

COMAR 21.07.01.25

Contract Affidavit

Click link to download a fillable copy of the *Contract Affidavit*: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

SUBMIT THIS AFFIDAVIT WITH THE BID/PROPOSAL.

ATTACHMENT P

SMALL BUSINESS CONTRACT AFFIDAVIT

This solicitation has not been designated a Small Business Reserve or Small Business Preference (SBR/SBP) contract.

ATTACHMENT S

VENDOR COMPANY PROFILE

IFB #: _____

Title: _____

NOTICE TO BIDDERS:

1. FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID NON-RESPONSIVE.
2. BIDDERS SHALL HAVE AT LEAST THREE (3) YEARS EXPERIENCE IN PROVIDING SIMILAR TYPE WORK AS SPECIFIED IN THIS IFB.

Information furnished in response to this questionnaire and any verification made by the Department of Public Safety and Correctional Services (DPSCS) shall provide a basis for determining the responsibility of Bidders. In the event that references are deemed insufficient by the Department of Public Safety and Correctional Services (DPSCS), the State reserves the right to determine the Bidder as non-responsible, which will cause the rejection of their bid. This form will be used in assessing a Vendor's qualifications and capability to perform the scope of work for a contract with the State of Maryland.

PLEASE PRINT OR TYPE LEGIBLY

REFERENCES

Please complete Reference information for Sections 1, 2, and 3. Note: For each Reference listed, all fields should be complete. If no references, indicate 'None' in the appropriate Section.

CUSTOMER SERVICE CONTACT INFORMATION

The name of Vendor's representative to be contacted for information, service, or problem-solving that may be required by the end user of the contract.

Name of Bidding Entity: _____

Name of Representative: _____

Company Address: _____

City: _____ **State:** _____ **Zip Code:** _____

E-Mail: _____

Phone Number: _____ **Fax Number:** _____

Years in Business: _____ **Federal ID:** _____

Type of Organization (*i.e., Corporation, Partnership, Individual, Joint Venture*): _____

Former names under which your organization has operated: _____

Section 1: List contract awards to your Company by the State of Maryland within the last three (3) years and provide the information requested for each column.

Section 2: List other contracts of similar size and scope performed within the last three (3) years and provide the information requested for each column.

Section 3: Provide a list of contracts terminated for cause prior to their natural expiration date during the last three (3) years and provide the information requested in each column.

ATTACHMENT V

PRE-BID CONFERENCE RESPONSE FORM

**BPM031060
DPSCS Suicide Prevention Mattress**

Not Applicable

A Pre-Bid Conference will be held at (time of Conference), on (date of Conference), at (full address of Conference). Please return this form by (final date for submission of Attachment V), advising whether you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

(name of Procurement Officer)
(Department)
(address of Procurement Officer)
Email: (email address of Procurement Officer)
Fax #: (fax number of Procurement Officer)

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 “Pre-Bid Conference”):

Signature

Title

Name of Firm (please print)

Not Applicable

ATTACHMENT Q
NO BID NOTICE

Vendor/Contractor:

The Department of Public Safety and Correctional Services (DPSCS) has solicited your participation in the following Invitation for Bids:

IFB #: _____

Title: _____

If you do not intend to bid, please complete the following and return this notice:

I _____ **did not bid on this**

IFB/RFP because: (check one or more)

☐ **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. Please be specific:**

☐ **Time for completion is too short.**

☐ **General Conditions contain requirements which I do not understand.**

☐ **General Conditions contain requirements with which I disagree. Please explain:**

Date: _____

By: _____
(Authorized Representative)

(Company Name)

NOTE: Complete form only if you do not intend to bid. Department of Public Safety and Correctional Services (DPSCS) is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance. **Please email this form to the Procurement Officer indicated on the KEY INFORMATION SUMMARY SHEET (page 2).** Vendors are asked not to submit this form on eMMA.

THIS IS THE END OF THE SOLICITATION