



Maryland Health Benefit Exchange

Invitation for Bids

Wardrobe Cabinets

SOLICITATION NO.: BPM038666

Issue Date: July 11, 2023

NOTICE

Prospective Bidders who have received this document from the Maryland Health Benefit Exchange's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their names and mailing addresses so that addenda to the IFB or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation.

MARYLAND HEALTH BENEFIT EXCHANGE
Wardrobe Cabinets
Invitation for Bids # - BPM038666

Invitation For Bids: Wardrobe Cabinet

Issue Date: July 11, 2023

Procurement Officer: **Shirelle Green**
Procurement Officer
750 E. Pratt Street
6th Floor
Baltimore, MD 21202
Phone Number: 410-547-8151
Email: shirelle.green1@maryland.gov

Contract Monitor: **Howard McLain**
750 East Pratt Street
6th Floor
Baltimore, MD 21202

Procurement Method: Invitation for Bids (Firm Fixed Price)

Bids are to be sent to: via eMMA
Attn: Shirelle Green

Pre-Bid Conference: Virtually- Monday July 17, 2023 @ 10:00 AM Prebid Conference -
Wardrobe Cabinets
Monday, July 17 · 10:00 – 11:00am
Time zone: America/NewYork
Google Meet joining info
Video call link: <https://meet.google.com/tep-sqdn-aut>
Or dial: (US) +1 402-803-1103 PIN: 404 905 051#
More phone numbers: <https://tel.meet/tep-sqdn-aut?pin=2406158610761>

Maryland is Open for Business! eMaryland Marketplace *Advantage* (eMMA) is LIVE!
Vendors can [CLICK HERE](#) to access eMMA along with answers to [Frequently Asked](#)

[Questions](#) and [Quick Reference Guides](#). Any questions please contact the eMMA
Help Desk at emma.helpdesk@maryland.gov.

NOTE: Bidders must agree to the terms and conditions of the IFB including Attachment A – Contract. MHBE is issuing this IFB separate from any other State Master Contract. In addition, Bidders must complete Attachment D – Bid Form as is, please see bid form instruction.

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SECTION 1 — BACKGROUND

1.1 Background on the Affordable Care Act

The Maryland Health Benefit Exchange (“MHBE”) is an independent unit of State government established to provide Maryland’s residents and small businesses with the opportunity to compare rates, benefits, and quality among health insurance plans and to facilitate individuals’ enrollment in plans that best suit their needs. MHBE also evaluates eligibility for expanded Medicaid coverage, advanced premium tax credits (“APTC”) and other cost-sharing programs designed to make coverage more affordable for individuals with household incomes below 400 percent of the federal poverty level (“FPL”).

1.2 Background on Maryland Health Benefit Exchange Procurement

Under § 31-103 of the Insurance Article of the Maryland Code, the MHBE is subject to the provisions of State law governing procurement by “exempt units.” See Md. Code Ann., State Fin. & Proc. § 12-401. The principal body that oversees MHBE procurements is the Maryland Health Benefit Exchange Board of Trustees. This procurement method is Competitive Sealed Bidding (Firm Fixed Price) as allowed under II. A. of the Maryland Health Benefit Exchange Procurement Policies and Procedures, which the Board of Trustees adopted in a resolution dated June 27, 2011.

1.3 Federal Funding Acknowledgement

This procurement contains doesn’t contain Federal Funds.

1.4 Receipt, Opening and Recording of Bids

1.4.1 Upon receipt, each Bid and any timely modification(s) to a Bid shall remain unopened until the time and date set for Bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

1.4.2 Bids and timely modifications to Bids shall be opened at the time, date and place set forth in the Key Information Summary Sheet.

1.5 Confidentiality of Bids

1.5.1 The Bids shall be tabulated, or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case, before Contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. See Sections 1.6, 4.1.3 for further information.

1.6 Public Information Act Notice

1.6.1 A Bidder should give specific attention to the clear identification of those portions of its submission that it considers confidential and/or proprietary commercial information or trade

secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4.

Bidders are advised that, upon request for this information from a third party, the MHBE is required to make an independent determination whether the information must be disclosed.

1.7 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of Section VII of the MHBE Procurement Policies & Procedures and the Dispute provisions of the Contract resulting from this IFB (Refer to IFB Attachment A).

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SECTION 2 — SCOPE OF WORK

2.1 Purpose:

The MHBE is seeking bidders to provide a quote for a Wardrobe Cabinet

Specifications:

Quantity: 32 Wardrobe Cabinets

50”H x 24” Wx24D”

Base Type: Flush Plinth

Pull Type: Integral

Color: Pro Anodized Silver (or equivalent)

Paint: PST Titanium (or equivalent)

Front Paint: Match Case

Lock: Standard

Delivery-Delivery and set-up will be to the MHBE suite located at 750E. Pratt Street, 6th floor. All items must be delivered inside between the hours of 6:00 AM and 8:00 AM, excluding holidays. Setup will include placement into the workspace as designated by the MHBE POC; unpacking of storage unit; complete assembly; any adjustments; and removal of packing material. Notification and scheduling of delivery shall be given to the MHBE POC at least 5 working days prior to the actual delivery and installation of units.

Bidding-All unit prices must remain firm during the contract period and shall include all delivery and set up costs. No bid shall be considered which contains an escalator clause, packaging, or delivery charges, or any add on or irregular figures.

Compliance with Specifications

The contractor shall abide by and comply with the true intent of specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the true intent and meaning of the specifications, as decided by the MHBE Procurement Manager and/Contact. All parts of the invitation to bid and the information for bidder shall become a part of the specifications. It is the intent of the specifications to provide complete information on items specified; any omissions, errors, conflicts, or discrepancies in the specifications shall be called to the attention of the Procurement Manager /Contact.

Taxes

No charges will be allowed for federal, state, or municipal sales and excise taxes, from which MHBE is exempt. The price bid shall be net and shall not include the amount of any such tax.

This does not exempt bidder from paying proper taxes but only indicates that MHBE shall not be charged tax on final bid price(s).

Product

The use of the name of manufacturer or of any special brand or make in describing any items in this bid does not restrict bidders to the manufacture, brand and/or make unless specifically stated. The reference thereto is descriptive of the character and quality desired. Bidders offering any article other than as specified must so state in each instance. Otherwise, their bid will be considered as being based upon furnishing the specific make, brand or manufacturer named in the bid. In the event the manufacturer replaces the specified product(s) with a new product, the bidder must notify the Procurement Officer in writing, and will apprise MHBE of product replacement options at the contract price, and/or any cost reductions available for the specified product(s). MHBE reserves the right to authorize such product replacement (prior to any delivery of the item) and/or cost reduction on any specified products.

Catalog cuts including product photograph(s), product specifications and warranty terms must accompany bids for all items, even if it is specified. **It is the bidder's responsibility to supply information and proof that the item(s) bid meets all specifications.**

Responsibility for Supplies Tendered

The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection. Upon failure to do so within ten (10) days after date of notification of rejection, MHBE may return the rejected materials or supplies to the contractor at his risk and expense.

Inspections

Inspections and acceptance of materials or supplies will be made after delivery at the destination herein specified unless otherwise stated. Final inspection shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspections and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failures to inspect and accept or reject materials or supplies shall not impose liability on MHBE for such materials or supplies as are not in accordance with the specifications.

Billing and Payment

Each invoice shall carry the MHBE purchase order number, and the items shall be listed in the same order as on the purchase order. Invoices must be submitted to MHBE: hbe.finance@maryland.gov Payment will be made only upon final acceptance by MHBE. Partial shipments will be accepted but invoices will not be approved for payment until all articles are delivered and accepted.

Warranty and Recall

The furniture or equipment item shall carry a minimum of one-year warranty against defects in parts and workmanship. Clearly stating the manufacturer warranty terms and conditions for each item offered will be of benefit to the bidder when MHBE determines bid awards. MHBE must be notified of any manufacturer recalls that you are made aware of.

2.4 Invoicing

All invoices shall be submitted by the Contractor within 30 days of receipt of equipment, software or services and shall include, at the minimum, the following information:

- Name and address of the MHBE
- Contractor name
- Products(s) and/or service(s) purchased listed separately including the amount for each individual charge (i.e., 5 – ABC Hardware @ \$2,000 Total \$10,000.00, Support @ \$100.00 Total \$200.00)
- Supporting Documentation
- E-mail address/phone number of Contractor's POC
- Remittance address
- Federal taxpayer identification or (if owned by an individual) Contractor's social security number
- Invoice period, invoice date, invoice number and amount due
- Purchase Order # being billed

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. The MHBE is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

SECTION 3 – BIDDER MINIMUM QUALIFICATIONS

There are no Minimum Qualifications

SECTION 4— BID FORMAT, DUE DATE AND TIME

4.1 One Part Submission

4.1.1 To minimize duplication costs, MHBE strongly desires eMMA delivery of Bids.

4.1.2 Bidders must submit their bids and all required attachments in pdf format to eMMA. Bidders must submit with their Bid the required minimum qualification documentation (see Section 3), and any required bid submissions (see Section 4.2.4) with one document clearly labeled as “Bid, Wardrobe Cabinets # BPM038666 in time to be received by **10:00 AM, Eastern Standard Time, August 11, 2023.**

4.1.3 A second attachment labeled “Bid, Wardrobe Cabinets PIA”, in searchable Adobe .pdf format for Public Information Act (PIA) requests (this copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.6 “Public Information Act Notice”). If a Bidder chooses to submit its Bid without identifying any information that is confidential/proprietary, it should still provide the second attachment required here and label it “PIA”, even though no information therein will be redacted.

4.1.4 **No paper bids shall be considered.**

4.1.5 **Bids delivered by facsimile shall not be considered.**

4.1.6 The Procurement Officer must receive all files by the IFB due date and time specified in the Key Information Summary Sheet and Section 4.1.2. Bidders must submit their bids via eMaryland Marketplace Advantage (eMMA). If you have not already registered on eMMA, please use the following link to register:

<https://procurement.maryland.gov/emma-qrgs/>

4.2 Required Bid Submissions

Bidders shall include the following with their Bid:

4.2.1 Transmittal Letter:

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;

- “Wardrobe Cabinets # BPM038666 and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual’s Social Security Number (SSN);
- Bidder’s eMMA number;
- Bidder’s MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions; and
- Acknowledgement of all addenda to this IFB.

4.2.2 Minimum Qualifications Documentation:

The Bidder shall submit any Minimum Qualifications documentation that may be required, as forth in Section 3 “Bidder Minimum Qualifications.” **BIDS WILL BE DEEMED NON-RESPONSIVE IF NO MINIMUM QUALIFICATION DOCUMENTATION IS NOT SUBMITTED.**

4.2.3 Bid Price Form

The Bid shall contain all price information in the format specified on **IFB Attachment D - Bid Form**. Complete the Bid Form only as provided in the Bid Pricing Instructions. **Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form.** Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by MHBE.

4.2.4 Completed Required Attachments

For eMMA submissions, submit one (1) copy of each with original signatures.

- Attachment B - Bid/Proposal Affidavit
- Attachment D – Bid Form

4.3 Electronic Transactions Authorized

4.3.1 This procurement authorizes electronic transactions in keeping with COMAR 21.03.05 *et seq.* and pursuant to the Maryland Uniform Electronic Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 21.

4.3.2 In addition to specific electronic transactions specifically authorized in other sections of this IFB, including its attachments (e.g., Section 6 (Bidder agrees to accept payments by electronic funds transfer)) and subject to the exclusions noted in Section 4.3.3, below, the following transactions are authorized to be conducted by electronic means on the terms described:

- A. The Procurement Officer may conduct the procurement using eMMA, the Maryland Health Benefit Exchange website at <https://www.marylandhbe.com/solicitations/> or e-mail to issue:
 - a) the solicitation (e.g., the IFB/RFP);
 - b) any amendments;
 - c) pre-Bid/Proposal conference documents;

- d) questions and responses;
 - e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - f) notices of award selection or non-selection; and
 - g) the Procurement Officer's decision on any Bid protest or Contract claim.
 - h) Contract award
 - i) Contract Modifications
- B. A Bidder/Offeror or potential Bidder/Offeror may use e-mail to:
- a) ask questions regarding the solicitation;
 - b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - c) submit a "No Bid Response" to the solicitation.
 - d) submit a Pre-Bid Conference Response Form
 - e) submit a signed Contract, Contract Affidavit, Non-Exchange Entity Agreement, Non-Disclosure Agreement or other attachment required to be returned with an executed Contract or within five days of award
 - f) submit a signed Contract Modification
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

- a) filing of Bid Protests;
- b) filing of Contract Claims; or
- c) any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

4.3.4 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.3.5 MHBE requires original signatures on all submissions that this IFB or the document form requires to be signed, including but not limited to all Transmittal Letters, Bids, the Contract or Contract Modifications resulting from this IFB. However, the Contractor may scan and submit electronically any document containing such original signature(s). The Contract and other contractual documents each may be signed by the Parties in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Contract.

4.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted electronically, via email, by the recommended awardee within five (5) Business Days, unless noted otherwise:

- Attachment A – Standard Contract
- Attachment C - Contract Affidavit

SECTION 5 — BASIS FOR AWARD

A contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price for providing the products/services as specified in this IFB. **The most favorable Total Bid Price will be the lowest price on IFB Attachment D - Bid Form.**

SECTION 6 — GENERAL INFORMATION AND REQUIREMENTS

- The Contract that results from this IFB shall be a firm fixed price contract.
- The Contract resulting from this IFB shall commence as of the date of the full execution by the Parties and be for the one-time purchase of goods to be delivered TO MHBE at a mutually agreeable time. The Contractor shall provide services upon receipt of a written Notice to Proceed. Audit, confidentiality, document retention, patents, copyrights & intellectual property, warranty and indemnification obligations under the Contract and any other obligations specifically identified in the Contract shall survive termination of the Contract.
- If it becomes necessary to revise this IFB before the due date for bids, addenda will be provided to all prospective Bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the MHBE web page and through eMaryland Marketplace Advantage. Addenda made after the due date for bids will be sent only to those Bidders who submitted a timely bid.
- The MHBE reserves the right to cancel this IFB, accept or reject any and all bids (in whole or in part) received in response to this IFB, to waive or permit cure of minor irregularities. The MHBE also reserves the right, in its sole discretion, to award a Contract based upon the written bids received without prior discussions or negotiations.
- The MHBE is not responsible for Contractor's costs incurred in preparing and submitting a bid or in performing any other activities relative to this solicitation.
- By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer if selected for Contract unless the State Comptroller's Office grants an exemption. Payment by electronic funds transfer is mandatory for contracts exceeding \$100,000. The selected Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration.

- Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.
- The sole point of contact at the MHBE for purposes of this IFB, prior to the award of any contract, is the Procurement Officer at the address listed below:
Shirelle Green
Title: Procurement Officer
Address: 750 E. Pratt Street, 6th Floor, Baltimore, MD 21202
Email Address: Shirelle.green1@maryland.gov
- The MHBE may change the Procurement Officer and/or the Contract Monitor at any time by written notice.
- The individual responsible for day-to-day administration and management of the Contract issued pursuant to this IFB shall be the Contract Monitor identified below:
Name: Howard McLain
Address: 750 East Pratt Street, 6th Floor, Baltimore, MD 21202
Email address: howard.Mclain@maryland.gov
- Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

SECTION 7 — ATTACHMENTS

- Attachment A - Standard Contract – Must be signed and submitted within five (5) business days of notification of proposed Contract award
- Attachment B - Bid/Proposal Affidavit – Must be completed and submitted with the Bid
- Attachment C - State Contract Affidavit – Must be completed and submitted within five (5) business days of notification of proposed Contract award
- Attachment D – Bid Form – Must be completed and submitted with the Bid

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ATTACHMENT A – CONTRACT

Wardrobe Cabinets

IFB # BPM038666

THIS CONTRACT (the “Contract”) is made as of the Effective Date defined below by and between _____ [Contractor’s name] (the “Contractor”) and the MARYLAND HEALTH BENEFIT EXCHANGE, a unit of the STATE OF MARYLAND (the “MHBE”). The Contractor and the MHBE each are a “Party” and, together, are the “Parties”.

In consideration of the premises and the covenants herein contained, the Parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated _____.
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Monitor” means the MHBE employee identified in Section 6 of the IFB as the Contract Monitor or a successor designated by the MHBE.
- 1.4 “Contractor” means _____ [Contractor’s name] whose principal business address is _____ [Contractor’s primary address] and whose principal office in Maryland is _____ [Contractor’s local address].
- 1.5 “Effective Date” means the date on which the last of the two Parties signs this Contract.
- 1.6 “MHBE” means the Maryland Health Benefit Exchange.
- 1.7 “IFB” means the Invitation for Bids for Wardrobe Cabinets # BPM038666, and any addenda thereto issued in writing by the MHBE.
- 1.8 “Procurement Officer” means the MHBE employee identified in Section 6 of the IFB as the Procurement Officer or a successor designated by the MHBE.
- 1.9 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide products and services as described in the IFB for Wardrobe Cabinets awarded in accordance with Exhibits A-C listed in this section and hereby incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms

of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

Exhibit B – State Contract Affidavit, executed by the Contractor and dated _____.

Exhibit C – The Bid (Attachment D to the IFB)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all required approvals are obtained.
- 2.4 Contracts awarded in violation of the MHBE Procurement Policies and Procedures are voidable at the election of MHBE.

3. Period of Performance.

- 3.1 The Contract shall start as of the date of full execution by the Parties. From this date, the Contract shall be for a period of 24 months, or through successful delivery and set up of the Wardrobe Cabinets in MHBE offices whichever is sooner.
- 3.2 Audit, confidentiality, document retention, patents, copyrights and intellectual property, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the MHBE shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Bid.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the MHBE's receipt of a proper invoice for services provided by the Contractor, acceptance by the MHBE of services

provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is _____ [Contractor's FEIN or SSN-]. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor at hbe.finance@maryland.gov. Electronic funds transfer shall be used by the MHBE to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the MHBE is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMaryland Marketplace Advantage vendor ID number is _____ (Contractor's eMMA number).

5. Indemnification

- 5.1 Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 5.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 5.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 5.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

5.5 Section 5 shall survive expiration of this Contract.

6. Confidential or Proprietary Information and Documentation

6.1 Subject to the Maryland Public Information Act and any other applicable laws and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

6.2 This Section 6 shall survive expiration or termination of this Contract.

7. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

8. Disputes

8.1 As used herein, a "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment, or interpretation of contract terms, or other relief, arising under or relating to this Contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to claim for the purpose of this clause.

8.2 Within thirty (30) days of when the Contractor knows or should have known of the basis for a claim relating to the Contract, it shall file a written notice of claim on its letterhead to the Procurement Officer. Contemporaneously with, or within thirty (30) days after filing the notice of claim, the Contractor shall submit the written claim to the Procurement Officer. The claim shall be in writing and shall contain: a) An explanation of the claim, including reference to all contract provisions upon which it is based; b) The amount of the claim; c) The facts upon which the claim is based; d) All pertinent data and correspondence that the Contractor relies upon to substantiate the claim; and e) a certification by a senior official, officer, or general partner of the Contractor or the subcontractor, as applicable, that, to the best of the person's knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the

amount requested accurately reflects the contract adjustment for which the person believes the MHBE is liable. The Procurement Officer shall issue a final, written decision on the claim as expeditiously as possible. Any final decision of the Procurement Officer may award a Contract claim only for those expenses incurred not more than thirty (30) days before the Contractor initially filed its notice of claim.

- 8.3 If the final decision of the Procurement Officer grants the claim in part and denies the claim in part, the MHBE shall pay the Contractor the undisputed amount. Payment of the partial claim will not be construed as an admission of liability by the MHBE and does not preclude the MHBE from recovering the amount paid if a subsequent determination modifies the final decision.
- 8.4 Within ten (10) days of receipt of final decision of the Procurement Officer, the Contractor may file an appeal to the MHBE Executive Director for claims for monetary amounts less than \$50,000, and to the Board of Trustees for either claims for monetary amounts of \$50,000 or greater or for claims involving non-monetary relief. Contemporaneously with, or within twenty (20) days after filing the notice of appeal, the Contractor shall submit its written appeal to the MHBE Executive Director or Board of Trustees as applicable. The Executive Director shall issue a final decision resolving the appeal of claims for monetary amounts less than \$50,000. The Board of Trustees shall issue a final decision resolving appeals of claims for \$50,000 or more and those for non-monetary relief. The Contractor's timely appeal to the Executive Director or the Board of Trustees shall be a strict condition precedent to the Contractor pursuing any legal rights which it alleges, or which may exist in any other forum.
- 8.5 Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.
- 8.6 Nothing in this section shall be construed to limit the MHBE's right to withhold payments from the Contractor, assess liquidated damages against the Contractor, direct the Contractor to perform pursuant to the terms of the Contract or any written change order, or to exercise any other rights allowed by Contract or at law.

9. Maryland Law

- 9.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 9.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 9.3 Any and all references to the Maryland Code Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

10. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified individual with a disability; (b) to include

a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. Contingent Fee Prohibition

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

12. 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 rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any 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.

13. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State 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 State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any

anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

15. Delays and Extensions of Time

15.1 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, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

15.2 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.

16. 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 as the Procurement Officer may determine to be appropriate for the convenience of the State.

17. Pre-Existing Regulations

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

18. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

19. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate

to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

20. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of ten (10) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements, 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

21. Compliance with Laws

The Contractor hereby represents and warrants that:

- 21.1 It is qualified to do business in the State and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- 21.2 It is not in arrears with respect to the payment of any monies due and owing the State, 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;
- 21.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 21.4 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.

22. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

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

23. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

24. Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- 24.1 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 24.2 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract where liability is not otherwise set forth as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability shall not exceed 3 times the value of the Contract. Third-party claims arising under Section 5 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under Section 5 of this Contract, including for intellectual property infringement, bodily injury, damage to real property, and damage tangible personal property, shall be unlimited if the State is not immune from liability for claims arising under Section 5.

25. Commercial Nondiscrimination

- 25.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 25.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 25.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

26. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

27. Notices

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

If to the State: Shirelle Green
Procurement Officer
750 E. Pratt Street, 6th Floor, Baltimore, MD 21202
410-547-8152
Shirelle.green1@maryland.gov

If to the Contractor: _____

28. Reserved

[Reserved]

29. Miscellaneous

30. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
31. If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

[Signatures on next page(s)]

[Signature page to Wardrobe Cabinets]

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

CONTRACTOR

MARYLAND HEALTH BENEFIT EXCHANGE

By

By: Michele Eberle, Executive Director
Or designee:

Title

Date

Date

Approved for form and legal sufficiency
this ____ day of _____, 2023.

Assistant Attorney General

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or

administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7205, Fraud and False Statements, or
- (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)
_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol-free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2023____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – BID PRICING INSTRUCTIONS

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 and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) 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.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12 and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) 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.
- J) 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.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the Department.

ATTACHMENT D – BID PRICE FORM
Wardrobe Cabinets
IFB # BPM038666

Product Description	Item Number	Quantity	Unit Price	Total Price
		32	\$	\$
Set Up Fees			\$350	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Price for				\$

*BASIS FOR AWARD

Submitted By:

Authorized Signature: _____ Date: _____

Printed Name and Title:

Bidder Name: _____

Bidder Address: _____

FEIN: _____ eMMA # _____

Bidder Contact Information: Telephone: (____) ____ -- _____ Fax: (____) ____ -- _____

E-mail: _____

