



**STATE OF MARYLAND**

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

**INVITATION FOR BIDS (IFB)**

**BAGGED ICE – EASTERN CORRECTIONAL INSTITUTION**

**IFB NUMBER 001IT821508 / BPM048953**

**ISSUE DATE: MARCH 10, 2025**

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

**NOTICE TO BIDDERS**

**SMALL BUSINESS PREFERENCE PROCUREMENT**

This procurement has been designated for a small business preference under COMAR 21.11.01.05. The procurement agency will accept the most favorable responsive bid from a responsible small business (COMAR 21.01.02.01B(80)) if the bid of the small business does not exceed the most favorable responsive bid received from a responsible bidder who is not a small business by: (1) more than 5%; (2) more than 7% for a veteran-owned small business; (3) more than 8% for a disabled-veteran-owned small business; or (4) the percentage otherwise identified in the solicitation as the small business preference.

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

**KEY INFORMATION SUMMARY SHEET (KISS)**

<b>Invitation for Bids</b>	Bagged Ice – Eastern Correctional Institution
<b>Solicitation Number:</b>	BPM048953
<b>IFB Issue Date:</b>	March 10, 2025
<b>IFB Issuing Office:</b>	Office of State Procurement (OSP)
<b>Procurement Officer:</b>	Enayatullah Rayhan 301 W. Preston St., M-4 Baltimore, MD 21201
<b>Email:</b>	Enayatullah.rayhan@maryland.gov
<b>Bids are to be sent to:</b>	Submit on emma.maryland.gov under Solicitation Number BPM048953. To submit a bid, bidders must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.
<b>No Bid Notice Feedback Form</b>	If you are not submitting a bid for this solicitation, submit <b>Attachment 1 - No Bid Notice/Vendor Feedback Form</b> with your reasons why.
<b>Pre-Bid Conference:</b>	See <b>Section 4.3</b> for additional details.
<b>Questions Due Date and Time:</b>	March 24, 2025, 2:00 pm Eastern Time
<b>Bid Due (Closing) Date and Time:</b>	April 07, 2025, 2:00 pm Eastern Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Attachment 1 - No Bid Notice/Vendor Feedback Form</b> ).
<b>MBE Subcontracting Goal:</b>	An overall Minority Business Enterprise (MBE) subcontract participation goal of <b>0%</b> percent of the total contract dollar amount, including all

	renewal option terms, if any, has been established for this procurement with no sub goals.
<b>VSBE Subcontracting Goal:</b>	This solicitation includes a VSBE participation Goal of <u>0%</u> .
<b>Procurement Method:</b>	A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.
<b>Multiple or Alternate Bids:</b>	Multiple or alternate Bids will not be accepted.
<b>Contract Type:</b>	Indefinite quantity with fixed unit prices.
<b>Contract Duration:</b>	Five (5) year base period with no option periods.
<b>Primary Place of Performance:</b>	Eastern Correctional Institution 30420 Revells Neck Road Westover, MD 21890
<b>SBR Designation:</b>	No
<b>Small Business Preference:</b>	Yes – 5% Small Business, 7% Veteran-Owned Small Business, 8% Disabled-Veteran-Owned Small Business
<b>Federal Funding:</b>	No

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# **1 Minimum Qualifications**

## **1.1 Bidder Minimum Qualifications**

The Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- A. The Bidder shall have a minimum of three (3) complete and consecutive years within the last five (5) years of providing and delivering bagged ice comparable in scope, type, size, magnitude, and complexity as required in this IFB.
- B. In order to expedite the award process, it is very important for you to include the references as detailed. 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 L Reference Checks" with their bid response.
- C. Failure to promptly provide information that leads to a determination of responsibility is grounds for rejection of the bid.

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## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1** This Invitation for Bid (IFB) is issued to procure goods or services as specified in Section 2, establishing a contract between the successful bidder and the State of Maryland for the provision and delivery of 40-pound bags of cubed or tubed ice to Eastern Correctional Institution (ECI) at 30420 Revells Neck Road, Westover, MD 21890, for a term of five (5) years.

It is the State's intention to obtain goods and services, as specified in this IFB, from a contract between the selected Bidder and the State.

- 2.1.2** This is a single award IFB. See IFB Section 4.21 Bid Evaluation Criteria and Award Basis for more Contract award information.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

### 2.2 Background and Purpose

The Eastern Correctional Institution (ECI), a state-operated facility housing medium and maximum security incarcerated individuals, relies on a consistent ice supply to support daily operations. Ice is essential for food preparation and storage, as well as maintaining health and safety standards for both staff and incarcerated individuals, especially during extreme heat conditions.

This Invitation for Bid (IFB) aims to establish a five (5) year contract for the supply and delivery of 40-pound bags of tubed or cubed ice to ECI. The selected Contractor will ensure timely, consistent, and high-quality ice deliveries tailored to the facility's operational requirements.

This contract will secure competitive pricing for ice delivery to maintain compliance with institutional health and safety standards and safeguard the well-being of all individuals within the facility. Deliveries will be scheduled based on ECI's operational needs, requiring flexibility and reliability from the Contractor. Adherence to delivery timelines and quality standards will be critical to meeting the institution's ongoing needs.

### 2.3 Contractor Responsibilities and Tasks

#### 2.3.1 Ice type and Packaging

- A. The Contractor shall provide ice as required by the facility, in tubed or cubed form.
- B. The Contractor shall package ice in 40-pound bags, sealed to maintain cleanliness and hygiene. Bags must be durable enough to prevent breakage during handling and delivery.
- C. The Contractor shall ensure all ice is manufactured using clean, uncontaminated, potable water that meets or exceeds state and federal health standards.

- D. The Contractor shall store and transport ice in a temperature-controlled environment to prevent melting and re-freezing, which can degrade quality.

**2.3.2 Delivery Schedule**

- A. The Contractor shall deliver ice weekly, bi-weekly, or as scheduled by the Department, based on demand. Deliveries shall occur during regular business hours, Monday through Friday, unless otherwise authorized by facility staff.
- B. The Contractor shall provide at least a 24-hour notice for any changes to the delivery schedule.
- C. The Contractor shall fulfill urgent delivery requests within 48-hours of notification. Urgent delivery requests may be made at any time, particularly during peak summer demand periods, and the Contractor shall ensure the necessary resources are available to meet these requests.
- D. Upon completion and acceptance of each scheduled delivery, the Contractor shall submit an invoice for the delivered ice in accordance with **Section 3.3 Invoicing** of this IFB.
- E. Completion and acceptance are defined as the successful delivery of ice in the required quantities, in compliance with the specified quality, packaging, and transportation standards, as verified and documented by facility staff.

**2.3.3 Delivery Location and Access Requirements**

- A. The Contractor shall deliver ice to the ECI Warehouse, located at 30420 Revells Neck Road, Westover, MD 21890.
- B. The Contractor's delivery personnel shall comply with all correctional facility security requirements, including entry and escort procedures.
- C. The Contractor's delivery personnel shall wear visible identification badges and appropriate uniforms that clearly identify them as contractor employees at all times while on the premises. The uniforms shall be professional, free of offensive or inappropriate language or imagery, and comply with any specific dress code requirements provided by the facility.
- D. The Contractor shall deliver quantities ordered only by authorized Department Personnel: James White, Susan Shumaker, Theresa Banks, or Della Boone. Any changes to authorized personnel shall be provided in writing by the Procurement Officer or Contract Manager.

**2.3.4 Delivery Equipment and Conditions**

- A. The Contractor's delivery vehicles must be properly refrigerated to maintain ice in a frozen state during transport.

- B. The Contractor's delivery vehicles must be clean and sanitized to prevent contamination of the ice.
- C. The Contractor shall load ice on pallets and securely shrink wrap pallets to prevent product spillage during transport and unloading.
- D. The Contractor shall provide a delivery receipt that includes the date, time, and quantity of ice delivered. This delivery receipt must be signed by an authorized facility staff member and a copy is to be submitted with the invoice as outlined in **Section 3.3 Invoicing** of this IFB.

#### **2.3.5 Quality Control and Inspection**

- A. The Contractor shall conduct regular quality checks to ensure the ice meets cleanliness and safety standards.
- B. Facility staff may inspect ice deliveries upon arrival and reserve the right to refuse any delivery that does not meet required quality or packaging standards, without penalty to the facility. In such cases, the Contractor shall remedy deficiencies and redeliver ice within 24 hours.

#### **2.3.6 Quantity and Pricing**

- A. The Contractor shall supply up to 35,200, 40-pound bags of ice annually, with quantities subject to fluctuation based on seasonal demands. Total quantities over the five-year contract term shall not exceed 176,000, 40-pound bags.
- B. The Contractor shall provide unit pricing per 40-pound bag of ice, with no additional costs or fees. Urgent deliveries required within 48 hours shall be provided at the agreed-upon unit price.

#### **2.3.7 Recordkeeping and Reporting**

- A. The Contractor shall maintain accurate records of deliveries, to include quantities and dates, and provide reports to the Department on request. Invoices must align with these records and reflect completed and accepted deliverables.
- B. Invoices shall be submitted no later than seven (7) days after the completion and acceptance of each delivery in accordance with **Section 3.3 Invoicing** of this IFB.

#### **2.3.8 Communication Protocol**

- A. The Contractor shall designate a point of contact to be available during delivery hours to coordinate scheduling, emergency needs, and any delivery issues with facility personnel.

#### **2.3.9 Contingency Planning**

- A. The Contractor shall have a backup delivery plan in place to minimize disruptions in the event of vehicle breakdowns or other unforeseen delays.

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**2.3.10 Sustainability Practices**

- A. The Contractor is encouraged to minimize environmental impacts by using recyclable packaging materials and optimizing delivery routes to reduce carbon emissions.

**2.4 Supplemental Category of Work Requirements and Responsibilities**

See the attached **Commodity Supplemental** associated with this solicitation.

### **3 Standard Terms and Conditions**

#### **3.1 Contract Initiation Requirements**

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

#### **3.2 End of Contract Transition**

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

#### **3.3 Invoicing**

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State 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.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### **3.3.1 Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

- A. Invoices for deliverables shall be submitted upon completion and acceptance of the deliverables as defined in **Section 2 of the IFB**.

### **3.3.2 Travel Reimbursement**

Travel will not be reimbursed under this IFB.

## **3.4 Liquidated Damages**

### **3.4.1 MBE Liquidated Damages**

Inapplicable because there is no MBE goal for this IFB.

### **3.4.2 Liquidated Damages other than MBE**

This section is inapplicable to this IFB.

### **3.4.3 Problem Escalation Procedure**

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
- D. For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.

- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

### 3.5 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

### 3.6 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

[http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

### 3.7 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 30 "Prompt Pay Requirements"** (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA's website at:

<http://www.gomdsmlbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

### 3.8 Federal Funding Acknowledgement

This Contract does not contain federal funds.

### 3.9 Conflict of Interest Affidavit and Disclosure

The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Bid.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

### **3.10 Non-Disclosure Agreement**

#### **3.10.1 Non-Disclosure Agreement (Bidder/Offeror)**

A Non-Disclosure Agreement (Bidder/Offeror) is not required for this procurement.

#### **3.10.2 Non-Disclosure Agreement (Contractor)**

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

### **3.11 Maryland Healthy Working Families Act Requirements**

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

### **3.12 The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)**

[Maryland’s State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

### **3.13 Insurance Requirements**

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

**3.13.1** The following type(s) of insurance and minimum amount(s) of coverage are required:



- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
  - B. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
  - C. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.13.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.13.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.13.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.13.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.13.6 Subcontractor Insurance**
- The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

## 4 Bid Submission Information and Instructions

### 4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-Bid Conference (Conference) summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](http://emma.maryland.gov), click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

### 4.2 Electronic Means

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

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

### 4.3 Pre-Bid Conference

N/A

### 4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this IFB and must be submitted in writing via eMMA to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

#### 4.5 Bid Due (Closing) Date and Time

Bids must be received by the Procurement Officer no later than the Bid due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.02.10. Bids received after that date will not be considered. Requests for an extension of this date or time shall not be granted.

For Bids accepted via email, the time stamp to indicate receipt of the Bid by the State, is the posted date and time in the Procurement Officer's email inbox.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Bids.

Potential Bidders not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

#### 4.6 Receipt, Opening and Recording of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for Bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

Bids shall be opened publicly at the time, date and place designated in the Key Information Summary Sheet.

The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of Bid opening.

#### 4.7 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

#### 4.8 Revisions to the IFB

- 4.8.1** All revisions to the IFB before the due date for Bids will be published in an addendum to the IFB and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It is the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.8.2** Bidders shall acknowledge in the Bid the receipt of all addenda to this IFB issued before the Bid due date.
- 4.8.3** Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

## 4.9 Cancellations

- 4.9.1 This IFB may be cancelled as provided in COMAR 21.06.02.02
- 4.9.2 The State 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 and to waive or permit the cure of minor irregularities.
- 4.9.3 In the event a government entity proposes and receives the recommendation for award, this procurement may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.9.4 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

## 4.10 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

## 4.11 Protest/Disputes

Any protest or claim related to this IFB or the Contract award hereunder shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## 4.12 Bidder Responsibilities

- 4.12.1 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 4.12.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using **Attachment D** or **Attachment E** as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this IFB (see “**Appendix 4 - MBE Participation Goal**” and “**Appendix 5 - VSBE Participation Goal**”).
- 4.12.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

- 4.12.4 A parental guarantee of the performance of the Bidder under this section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

#### 4.13 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, is deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any questions or exceptions to this IFB or the Contract must be submitted by the "Questions Due Date and Time" prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

#### 4.14 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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

#### 4.15 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://egov.maryland.gov/BusinessExpress/>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise responsive successful Bidder from final consideration and recommendation for Contract award.

#### 4.16 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

#### **4.17 Confidentiality of Bids / Public Information Act Notice**

The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers to contain 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. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

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. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure. Nondisclosure is permissible only if approved by the Office of the Attorney General.

#### **4.18 Use of Bidder's Form Not Binding on State**

The Bidder may not substitute, modify, or provide any other document in lieu of the documents provided with this Bid. Only those forms and documents provided with this solicitation and by the Procurement Officer will be considered acceptable as bid submission.

#### **4.19 Attachments and Documents Required with the Bid (Table A)**

A Bidder shall include the following Attachments with its Bid as a single Bid Package:

**Attachments A and C through E** = Bid may be rejected if the required Attachment is not submitted or is incomplete. Failure to submit Attachment B, The Price Form, shall result in rejection of the Bid.

**Attachments F through R** = Bid may be rejected if the required Attachment is not submitted or is incomplete.

**TABLE A - Attachments and Documents Required with the Bid**

<b>Attachment</b>	<b>Attachment Name</b>
<b>A</b>	<p><b>Bid/Proposal Affidavit</b>  A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit.  <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</a></p>
<b>B</b>	<p><b>The Price Form</b> (as specified within eMMA)  <b><u>Do not alter this Price Form</u></b> or the Bid may be determined to be not responsive. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.  (See <b>Appendix 2</b> for specific <b>Price Form Instructions</b>.)</p>
<b>C</b>	<p><b>Bid Bond</b>  <b>Not Applicable</b></p>
<b>D</b>	<p><b>MBE Forms D-1A</b>  <b>Not Applicable</b></p>
<b>E</b>	<p><b>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A</b>  <b>Not Applicable</b></p>
<b>F</b>	<p><b>Bidder Information Sheet</b>  <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Officer-Information-Sheet.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Officer-Information-Sheet.pdf</a></p>
<b>G</b>	<p><b>Maryland Living Wage Requirements Affidavit of Agreement</b>  <b>Not Applicable</b></p>
<b>H</b>	<p><b>Federal Funds Attachments</b>  <b>Not Applicable</b></p>
<b>I</b>	<p><b>Conflict of Interest Affidavit and Disclosure</b>  <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf</a>  <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i></p>
<b>J</b>	<p><b>Mercury Affidavit</b></p>

**TABLE A - Attachments and Documents Required with the Bid**

<b>Attachment</b>	<b>Attachment Name</b>
	<b>Not Applicable</b>
<b>K</b>	<b>Location of the Performance of Services Disclosure</b> <b>Not Applicable</b>
<b>L</b>	<b>Reference Checks</b> (Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past five years) <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf</a>
<b>M</b>	<b>List of Current or Prior State Contracts</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-M.-List-of-Current-or-Prior-State-Contracts.pdf</a>
<b>N</b>	<b>Legal Action Summary</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-N.-Legal-Action-Summary.pdf</a>
<b>O</b>	<b>Payment of Employee Healthcare Expenses Certification</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf</a>
<b>P</b>	<b>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</b> <b>Not Applicable</b>
<b>Q</b>	<b>Labor Resume Form</b> <b>Not Applicable</b>
<b>R</b>	<b>Corporate Diversity Addendum</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf</a> This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <b>\$1,000,000 or more</b> . <i>Note: This document is for data collection only.</i>



#### 4.20 Bid Delivery Instructions

Each Bidder shall submit its Bid Package as specified below.

Bids shall only be accepted via the State's internet-based electronic procurement system, eMMA.

Bidders shall provide their Bids in one submission through eMMA following the [Quick Reference Guides \(QRG\)](#) labeled "**4 - eMMA QRG Responding to Solicitations (IFB)**" for single envelope submissions.

#### 4.21 Bid Evaluation Criteria and Award Basis

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.05.02.13. All Bids will be ranked from the lowest (most favorable) to the highest (least favorable) price based on the Total Bid Price as submitted in its Bid.

When a procurement under COMAR 21.05.02 has been designated for a small business preference, the procurement officer shall accept the most favorable, responsive bid from a responsible small business if the bid does not exceed the most favorable responsive bid price received from a responsible bidder that is not certified as a small business by: (a) more than 5%; (b) more than 7% for a veteran-owned small business; (c) more than 8% for a disabled-veteran-owned small business.

A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable Bid Price or most favorable evaluated Bid Price for providing the goods and services as specified in this IFB.

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 one or ALL line items.

Bidder 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) – Bag

Specification – Bagged Ice

Pricing shall be provided for ALL lines including the base term of Five (5) years.

Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation

required by the Procurement Officer; and (2) the Contract is signed by the Department following any approvals of the Contract required by law or regulation.

#### 4.22 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

#### 4.23 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Bidder;
- B. The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

#### 4.24 Documents Required upon Notice of Recommendation for Contract Award (Table B)

Upon receipt of a notification of recommendation for contract award, along with submitting the signed **Contract (see Exhibit 2 - Sample Contract)**, the following documents shall be completed and submitted by the recommended awardee within ten (10) business days, unless otherwise directed by the Procurement Officer.

Click the link to download each required Attachment in the **Table B** below:

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B Not Applicable
E	VSBE Forms E-1B, E-2, E-3 Not Applicable

S	<b>Non-Disclosure Agreement (Contractor)</b> <b>Not Applicable</b>
T	<b>HIPAA Business Associate Agreement</b> <b>Not Applicable</b>
U	<b>Contract Affidavit</b> <a href="https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf</a>
V	<b>DHS Hiring Agreement</b> <b>Not Applicable</b>
W	<b>Performance Bond</b> <b>Not Applicable</b>
X	<b>Payment Bond</b> <b>Not Applicable</b>
Y	<b>Data Use Agreement</b> <b>Not Applicable</b>
<b>Additional Documents Required upon Notice of Recommendation for Contract Award</b>	
<p><b>Financial Capability.</b> The Bidder shall include a commonly-accepted method to prove its fiscal integrity.</p> <p><b>If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&amp;L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</b></p> <p>In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> <li>• Dun &amp; Bradstreet Number and Rating;</li> <li>• Standard and Poor's Rating;</li> <li>• Lines of credit;</li> <li>• Evidence of a successful financial track record; and</li> <li>• Evidence of adequate working capital.</li> </ul>	

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## 5 IFB Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents as needed to assist the bidders in preparing their bids in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

### 5.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Price Form Instructions
3	Labor Categories Not Applicable
4	MBE Participation Goal Not Applicable
5	VSBE Participation Goal Not Applicable
6	Living Wage Requirements Not Applicable
7	Bonds Not Applicable

## 5.2 Exhibits (Table D)

<b>TABLE D - Exhibits</b>	
<b>Exhibit #</b>	<b>Exhibit Name</b>
<b>1</b>	<b>MBE, VSBE, and SBR Research Factors Template</b> <b>Not Applicable</b>
<b>2</b>	<b>Sample Contract (N/A)</b>
<b>3</b>	<b>Deliverable Product Acceptance Form (DPAF)</b> <b>Not Applicable</b>