



**Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201**

**Invitation for Bids (IFB)
Concrete Bollards for Camden Yards Sports Complex
MSA Project No. 18-052**

Issue Date:	February 7, 2018
Pre-Bid Conference:	Not applicable
Deadline for Questions:	None
Bid Due Date:	February 26, 2018
Public Bid Opening:	February 26, 2018@11:00 A.M. Local Time

You are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render your bid non-responsive and subject to rejection. Bids containing terms and conditions contrary to the Maryland Stadium Authority terms and conditions or bids taking exception to any of the terms and conditions in this Invitation for Bids may be considered non-responsive and the bid may be rejected.

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SECTION A -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

Notice to Bidders

To ensure that your bid complies with the Maryland Stadium Authority's procurement policies and procedures, the following forms **must be completed and submitted with your Bid**:

1. Bid Form- Including warranty and product specifications (as required herein);
PLEASE COMPLETE THE BID FORM ON THE FORM PROVIDED (See Exhibit I).
2. Representations and Certifications (Part IV)
 - Required Affidavit (Part IV, Section K1)
 - Conflict of Interest Affidavit and Disclosure (Part IV Section K2)
3. Acknowledgement of all amendments issued (if any).
4. Bid Envelope (including Express mail service envelopes) must be marked with the Invitation for Bids number and title indicated on the cover page of this document.

Failure to submit any portion of these required documents may cause your Bid to be non-responsive and to be rejected.

Please direct any questions to the individual identified in Section A. below:

A. PROCUREMENT OFFICER

The sole point of contact for this Invitation for Bids ("IFB") is the Procurement Officer identified below:

Sandra Fox, Procurement Officer
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201
Phone (410) 223-4130
Facsimile (410) 333-1888
Email: sfox@mdstad.com

B. PRE-BID CONFERENCE

Not applicable

C. QUESTIONS

Each Bidder is responsible for reading carefully and understanding fully the terms and conditions of this IFB. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Procurement Office no later than **February 26, 2018, 11:00 A.M., local time.** The e-mail—preferred method should

bear the following phrase: **“QUESTIONS: MSA Project No. 18-052”**. Only written communications relative to the procurement shall be considered. Questions may be e-mailed to the point of contact listed above. All questions will be answered in writing via addendum that will be posted on eMarylandMarketplace and the MSA website. No oral communications can be relied upon for Bid purposes. It is the responsibility of the Bidder to ensure that all addenda are received and acknowledged.

To the extent that a question causes a change to any part of this IFB, an amendment shall be issued addressing such.

D. SUBMISSION OF BIDS

Bids must be: (1) submitted in the format set forth herein, (2) made in the official name of the firm or individual under which Bidder's business is conducted (including the official business address), (3) signed by a person duly authorized to commit Bidder to the Bid, (4) submitted in envelopes clearly marked with the assigned IFB number and title, due date and time and (5) addressed to the Procurement Officer as set forth herein.

Bids must be submitted in writing on the required forms and must be signed in ink. Submission of a Bid via Facsimile (FAX), e-mail, Telegraph, telephone or any other method of transmission will not be allowed for this IFB.

The Bidder must submit one original of each document and two copies of the documents. Failure to submit these signed documents may cause the bid to be rejected, at the sole discretion of the MSA.

The MSA reserves the right to photocopy additional copies of any or all parts of the Bid for the evaluation and selection process.

E. ELECTRONIC PROCUREMENTS AUTHORIZED

- a.** MSA may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- b.** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.
- c.** “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

- d.** In addition to specific electronic transactions specifically authorized in other sections of this IFB (e.g. §1.30 related to EFT) and subject to the exclusions noted in section e of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
- i. The Procurement Officer may conduct the procurement using eMarylandMarketplace, e-mail or facsimile to issue:
 - (i) the solicitation (e.g. the RFP, IFB);
 - (ii) any amendments;
 - (iii) pre-proposal conference documents;
 - (iv) questions and responses;
 - (v) communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
 - (vi) notices of award selection or non-selection; and
 - (vii) the Procurement Officer's decision on any protest or Contract claim.
 - ii. An Offeror or potential Offeror may use e-mail or facsimile to:
 - (i) ask questions regarding the solicitation;
 - (ii) 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;
 - (iii) request a debriefing; or,
 - (iv) submit a "No Bid Response" to the solicitation.
 - iii. The Procurement Officer, Contract Administrators, Contract Monitor and the Contractor may conduct day-to-day Contract administration, except as outlined in section 5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer, Contract Administrator or Contract Monitor.
- e.** The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:
- i.. submission of initial bids or proposals;
 - ii. filing of protests;
 - iii. filing of Contract claims;
 - iv. submission of documents determined by MSA to require original signatures (e.g. Contract execution, Contract modifications, etc); or
 - v. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.
- f.** Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer, Contract Administrator or Contract Monitor.

F. IFB OPENING DATE

Bids must arrive at the location identified above in an envelope clearly labeled with the Project Name and Number before **February 26, 2018, 11:00 A.M., local time**, applicable, in the format set forth herein.

Bidders mailing bids should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Bids, amendments to bids, or requests for withdrawal of bids arriving after that date and time shall not be considered. Public Openings of bids will be held at the address provided in this document.

G. LATE BIDS

Any bid, request for withdrawal, or modification of a bid that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the bid to the specified location by the prescribed time and date is the sole responsibility of the Bidder. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late bid, late request for withdrawal or late modification of a bid is due to the action or inaction of the MSA. A record of the late bid, request for withdrawal, or modification of a bid, shall be made in the appropriate procurement file.

H. DURATION OF BID

All bids shall be firm for one hundred twenty (120) calendar days after the bid due date. This period may be extended by mutual written agreement between the bidder and MSA.

I. AMENDMENTS TO THE IFB

If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an amendment to the IFB. Each Bidder must acknowledge receipt of amendments, and the failure of a Bidder to acknowledge any amendment shall not relieve the Bidder of the responsibility for complying with the terms thereof.

Any revisions will be posted on the MSA website and published via e-MarylandMarketplace (eMM). To assure your receipt of notice of any such revision, bidder should monitor the MSA website and be certain that you are registered with eMM.

J. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this IFB, the Procurement Officer may require Bidder to submit such additional information bearing upon Bidder's ability to perform the contract as the Procurement Officer deems appropriate. Documentation may include annual reports, cash flow statements, balance sheets, income statements and other

documentation as required by the Procurement Officer. The Procurement Officer may also consider any information otherwise available, and other qualifications or abilities of the Bidder.

K. PUBLIC INFORMATION

All bids will be opened at a public bid opening. The pricing, terms and other information may be read aloud. All bids will be made available for public inspection after award.

L. ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption.

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.

See Payment of Maryland Stadium Authority Obligations clause in PART II, Contract Clauses, Section I for additional information.

M. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL BIDDER

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This IFB and any resulting contract shall be governed by the Maryland Stadium Authority Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: www.md.stad.com.

N. AFFIDAVITS

a. BID/PROPOSAL AFFIDAVIT

Bidders must complete and sign the Bid/Proposal Affidavit. A copy of this Bid/Proposal Affidavit is included in Section K.

b. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Bidders must complete and sign this affidavit. A copy of this affidavit is included in Section K.

SECTION B – PRICING

Firms shall submit their Bid prices on the Bid Form Price Sheet. The Bid Form Price Sheet is to be completed in full for each Bid and shall be incorporated herein.

Prices on the Bid Form Price Sheet submitted must include all associated costs including, but not limited to, costs such as travel, mark-up, shipping, freight, overhead, administrative costs and profit. Blanks on the Bid Price form will be interpreted as zero (0) and no price will be allowed for that item.

EVALUATION

Award shall be made to the low responsive/responsible Bidder meeting all requirements in the solicitation. The MSA reserves the right to award by item, groups of items or total bid. It is permissible for bidders to limit their bid to an all or none award provided that such is clearly stated on their Bid.

Any bid which is materially unbalanced may be rejected. An unbalanced bid is one that is based on prices that are, in the judgment of the procurement officer, may be significantly overstated for some items and may be understated for other items.

The delivery schedule identified in this IFB is a strict requirement of the IFB. Failure to commit to meeting the schedule may result in your bid being non-responsive and in rejection of your bid.

Payment Terms are Net 30 unless otherwise stated. Discounts for prompt payment will not be considered in the evaluation of bids. However, any offered discounts will form a part of the award and will be taken if payment is made within the discount period indicated in the Contractors bid.

BID PRICE FORM Blanks will be interpreted as zero.

PLEASE ENTER HEREON YOUR BID ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES IN PART III- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, INCLUDING THE MANUFACTURER AND MODEL OF THE PRODUCT OFFERED

SECTION C -- SPECIFICATIONS AND DESCRIPTION OF WORK

SPECIFICATIONS

All materials, equipment, supplies or services offered in response to this solicitation shall conform to Federal and State laws and regulations and to the specifications contained in this solicitation. Unless otherwise specified herein by the Maryland Stadium Authority all materials are to be new and of first quality.

The Bidder shall also submit with this bid, cuts, sketches, descriptive literature and complete specifications of the product(s) offered etc.

If the required information is not provided with the bid the MSA reserves the right to consider any bid of non-specified product(s) to be non-responsive. In any event, the MSA reserves the right to determine whether an offered product(s) is an approved equivalent to the product(s) specified.

1.0 BACKGROUND

The Maryland Stadium Authority requires a contractor to “furnish only” seventy (70) reinforced precast concrete bollards for Oriole Park at Camden Yards. Installation of the bollards is not included in this scope of work. MSA shall install the bollards through a third party contractor.

2.0 DELIVERABLES: seventy (70) reinforced concrete bollards meeting the following specifications:

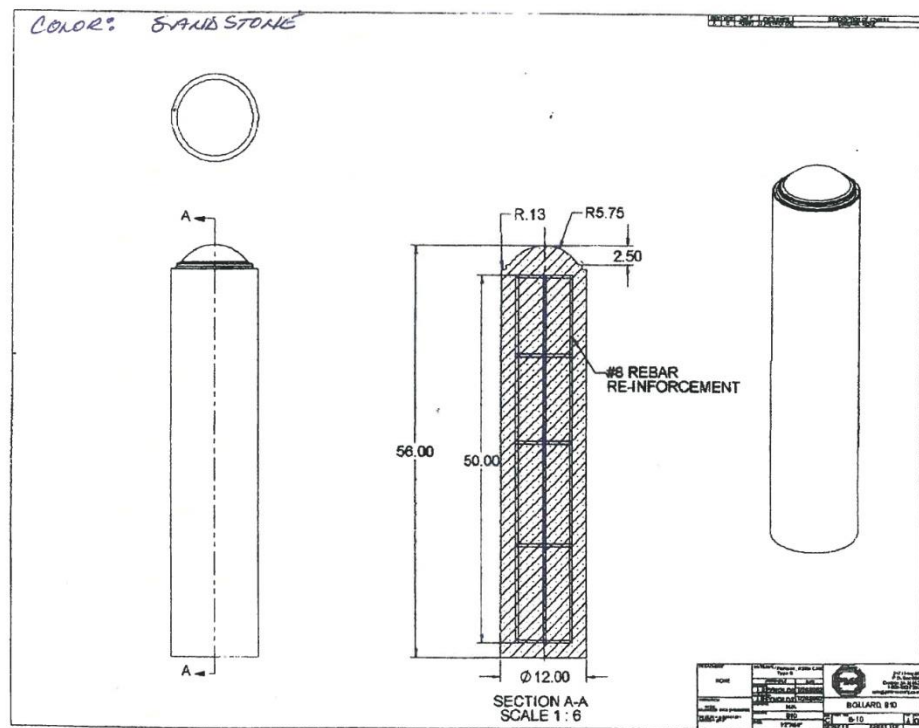
Twelve inches (12”) in diameter by fifty-six inches (56”) in length with a domed top as illustrated in the attached diagram and photograph.

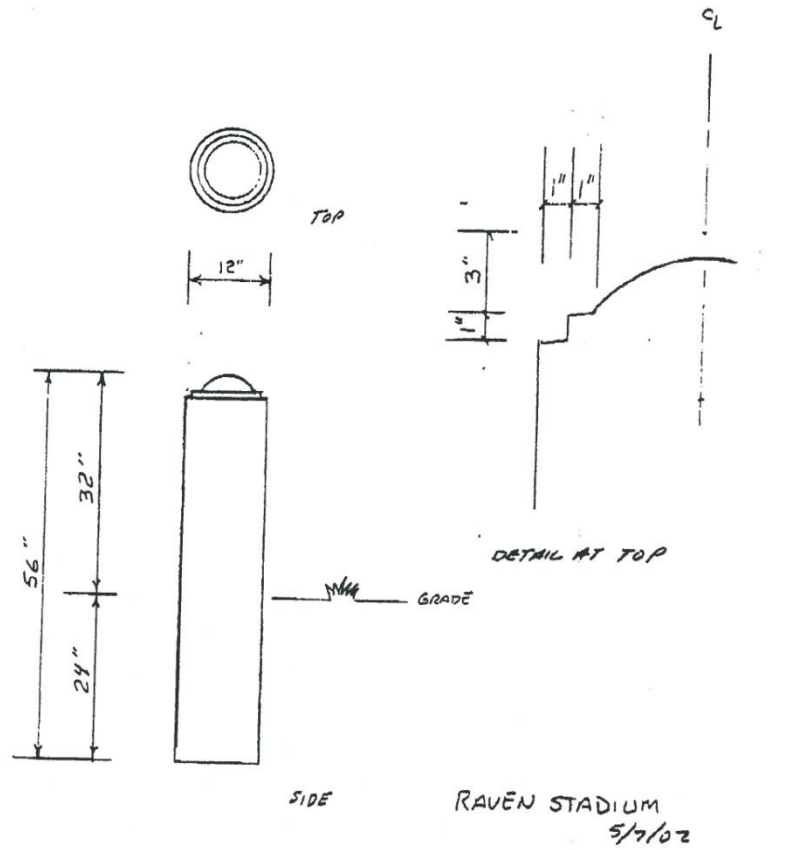
Finish

Concrete Bollard, 12” diameter x 56” in length, Standard #3

Rebar Cage, Custom Dome Top (to match specifications)

Color: Brown, Finish: Light Sand Blast







Color: Brown #238
Finish: Light Blast

3.0 INTENTIONALLY OMITTED

4.0 WARRANTY

Warranty: All products must include a minimum of a 90 day manufacturer on site material warranty. Indicate on price form the length of the standard warranty offered.

Extended Warranty: Provide information and pricing for all manufacturers' on site material warranty available, e.g. three (3) years, five (5) years, etc

Bid submission to include full details on standard and extended warranty to include how warranty service is obtained. Indicate if onsite warranty work includes dismounting panel.

5.0 DELIVERY

All Products MUST be delivered within four to six weeks of contract award between 8:00AM and 5:00PM.

SEE THE FOLLOWING SECTIONS FOR ADDITIONAL DELIVERY INFORMATION:

Section D - Packaging and Marking requirements

Section E - Inspection and Acceptance

Section F - Deliveries or Performance

SECTION D - PACKAGING AND MARKING

The following packaging and marking requirements are incorporated herein:

The Bidder shall:

1. Pack and mark each shipment to comply with specifications contained herein. In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.
2. Mark the outside of each shipment carton with the applicable contract number.
3. Deliver each shipment in good order and condition to the point(s) of delivery specified herein.
4. Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified herein.
5. Furnish a delivery schedule and designate the mode of delivering carrier.

Section E - Inspection and Acceptance

The following inspection and acceptance requirements are incorporated herein:

1. All bollards at the delivery site will be inspected for damages.
2. Only a MSA authorized representative will have authority to sign the receipt for the count of the bollards delivered and inspection. This receipt will also serve as the acknowledgement that final acceptance will take place after completion of installation and testing.
3. The truck driver must wait until all exterior inspection has taken place before leaving the site. Once the bollards are delivered and pass inspection, all protection and damage will be the responsibility of MSA.
4. The completion of the installation of all of the bollards will take place at a later date.
5. Once bollards are offloaded from the truck, the bollards will be the responsibility of the MSA.

Section F - Deliveries or Performance

The following delivery or performance requirements are incorporated herein:

1. The following is the delivery schedule for this IFB:

All reinforced concrete bollards must be delivered between 8:00AM -5:00PM

2. Vendor must contact the Director of Facilities for the Camden Yards Sports Complex to confirm delivery.

Matthew Kastel, Manager of Stadium Operations
Office of Facilities Management
555 Russell Street, Suite A
Baltimore, MD 21230
Phone: 410-347-9317
Email: mkastel@mdstad.com

3. Prices quoted shall include all transportation and delivery charges fully prepaid by the bidder, Free On Board (FOB) Destination to:

Oriole Park at Camden Yards
555 West Camden Street
Baltimore, MD 21230

4. Delivery requirements:
 - a. Delivery truck does not need a lift. There is a loading dock.
 - b. Meet the Contract Administrator, Jeff Provenzano, at the Site or designated person.
 - c. Unload the shipment to the site.

Section G - Contract Administration Data

1. Roles of the MSA Contract Monitor Representative and Procurement Officer

The Procurement Officer is the MSA of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The Maryland Stadium Authority Contract Administrator, Jeff Provenzano (Phone #410-230-8008, Jkp@mdstad.com) and designated staff shall be the principal interface on behalf of the MSA of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the MSA of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contact Person and designated staff shall have no authority to modify any provisions of this contract.

2. Invoicing

- (a) All invoices shall be signed by the Contractor and emailed to invoices@mdstad.com. All invoices shall include the following information:
 - Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number;
 - MSA assigned Contract number;
 - Goods or services provided; and
 - Amount due.
- MSA's address (Maryland Stadium Authority, 333 West Camden Street, Suite 500, Baltimore, Maryland 21201). Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The MSA reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide MSA with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the MSA, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.
- (c) Vendor payments can take up to 30 business days. Vendor may check the status of payment by registering on General Accounting Division of Comptrollers website at:

<http://compnet.comp.state.md.us/General> Accounting Division

If you do not see your payment, you may fill out the request form on MSA’s website at www.mdstad.com. Under “Account Payable” and it will be researched.

3. Schedule of Payments

Invoices shall be submitted monthly.

4. Assignment

No part of the work specified herein may be assigned or transferred to another contractor without the prior written authorization of the Procurement Officer.

5. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the MSA of Maryland:

Sandra E. Fox
Maryland Stadium Authority
Suite 500, 333 West Camden Street
Baltimore, Maryland 21201
Telephone: 410-223-4130
Facsimile: 410-333-1888
sfox@mdstad.com

For Bidder: (please complete the following)

Telephone: _____
Facsimile: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on the date the contract is signed on behalf of the MSA or such later date as the MSA directs. The contract term shall terminate at the end of the standard warranty or extended warranty, of purchased in accordance with the contract.

2. Intentionally Omitted

3. Indemnification

3.1. The Contractor shall indemnify MSA, the Baltimore Orioles Limited Partnership, the Baltimore Ravens Limited Partnership, their respective members, appointed officials, agents and employees, against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

3.2. MSA 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.

3.3. MSA 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.

3.4. The Contractor shall immediately notify the Procurement Officer of any claim or suite 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 MSA in the defense or investigation of any claim, suit, or action made or filed against MSA as a result of or relating to the Contractor's performance under this Contract.

4. Security Procedures

4.1. The successful bidder's employees shall be required to sign in at the service level security checkpoint to receive a work credential. Only employees with a valid ID will be issued a credential.

4.2. The successful bidder will be allowed to unload materials from work trucks in the service level.

4.3. Employees of the successful bidder will at all times display their credentials when working on the premises.

5. **Minority Business Enterprises (MBE) Notice**

Minority business enterprises are encouraged to respond to this solicitation.

6. **Reservation of Rights**

6.4.1. The contract will be awarded to the qualified bidder with a responsive bid that meets the requirements set forth in the IFB and is the lowest price.

6.4.2. Prior to award, MSA reserves the right to require the prospective awardee to: (a) furnish such additional information necessary to assess the Contractor's responsibility, including, but not limited to: copies of the bidder's Annual Report or (1) Program Financial Statements (Income, Cash Flow Statement and Balance Sheet) for the past two complete business years; and (2) demonstrate that he/she has the skills, equipment and other resources to satisfactorily perform work of the nature and magnitude necessary to complete the work within the required schedule. The Procurement Officer may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the bidder.

6.4.3. The award of the contract shall not be effective until MSA has obtained all required approvals.

6.4.4. MSA reserves the right to accept or reject any and all bids or parts of bids, to waive any irregularity or to cancel the award of any contract before the execution of the contract by all parties without liability on MSA's part.

6.4.5. MSA reserves the right to divide the scope of work into multiple contracts and make multiple awards if determined to be in MSA's best interest to do so.

7. **Samples**

Not applicable

8. **Bid/ Proposal Affidavit**

Each Bid submitted by a Bidder must include a completed and signed Bid Affidavit. A copy this Bid Affidavit is included in Section K.

9. Conflict Of Interest Affidavit and Disclosure

Each bid submitted by a bidder must include this affidavit, completed and signed. A copy of this affidavit is included in Section K.

10. Minority Business Enterprise (MBE) Participation and associated Forms

Not applicable

11. Incurred Expenses

The MSA shall not be responsible for any expenses incurred by any Bidder in preparing and submitting a bid in response to this IFB.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

The Scope of Work is defined in Section C of this document.

2. Compensation and Method of Payment

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

3. Contract Term

The contract term is defined in Section H, Subsection 1 of this document.

4. MSA Work Rules

Not applicable

5. Harmony

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on MSA premises.

6. Clean Up

Not applicable

7. Independent Contractor

Not applicable

8. Multi-Year Contracts Contingent Upon Appropriations

Not applicable

9. Variations in Estimated Quantities

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Quantity estimates are provided for

informational purposes only and the MSA shall not be held to them. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

10. Liquidated Damages

Not applicable

11. Cost and Price Certification

By submitting cost or price information the Contractor certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date.

12. Delays and Extensions of Time

12.1. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

12.2. 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.

13. Suspension of Work

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

14. Payment of Maryland Stadium Authority Obligations

Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the MSA's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited.

15. Delivery and Acceptance

Delivery shall be made in accordance with the solicitation specifications. The MSA, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The MSA unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The MSA reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in this IFB shall be FOB Delivered the point or points specified prior to, or on the date specified in the IFB. Any material or service that

is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the MSA. The MSA reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

16. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency 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.

17. 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, ancestry, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

18. Financial Disclosure

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State 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 these 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.

NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site: www.sos.state.md.us

19. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

(1) prior to purchase, completion or execution of any sale or any lease or contract by the MSA, and shall cover the preceding two calendar years; and

- (2) if the contribution is made after the completion of a sale or purchase, or execution of a lease or contract, then, twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6 month period ending July 31.

NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site:

www.elections.state.md.us

20. Disputes.

- 20.1.** All disputes arising under or as a result of a breach of this Contract which are not disposed of by mutual agreement shall be resolved in accordance with this Section 5.
- 20.2.** When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Executive Director of MSA. The written request shall set forth all the facts surrounding the controversy.
- 20.3.** The Executive Director shall render a written decision within 90 days of receipt of the Contractor's written request for final decision, unless the time is extended by mutual agreement of the parties to this Contract. This decision shall be furnished to the Contractor by certified mail, return receipt requested or by any other method that provides evidence of receipt. The decision shall be deemed the final action of MSA. If a decision is not issued within 90 days, or within such extension of time as may be agreed upon by the parties to the Contract, it shall be deemed to be a decision not to grant the relief requested by the Contractor.
- 20.4.** Pending resolution of a controversy, the Contractor shall proceed diligently with the performance of the Contract in accordance with Procurement Officer's directions.

21. Termination for Default

- 21.1.** MSA may, subject to the provisions of paragraph 21.3 below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the project officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.
- 21.2.** In the event MSA terminates this contract in whole or in part as provided in paragraph 21.1 of this clause, MSA may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the

Contractor shall be liable to MSA for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 21.3.** Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.
- 21.4.** If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of MSA, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of MSA, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."
- 21.5.** If this contract is terminated as provided in paragraph 21.5 of this clause, MSA, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to MSA, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer: (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to MSA; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which MSA has an interest. Payment for completed supplies delivered to and accepted by MSA shall be at the contract price. Payment for manufacturing materials delivered to and accepted by MSA and for

the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." MSA may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect MSA against loss because of outstanding liens or claims of former lien holders.

21.6. The rights and remedies of MSA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

21.7. As used in paragraph 13.3 of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

22. Termination for Convenience

22.1. The performance of work under this contract may be terminated by MSA in accordance with this clause in whole, or from time to time in part, whenever MSA shall determine that such termination is in the best interest of MSA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

22.2. After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

- (a) stop work as specified in the Notice of Termination;
- (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of work of the under the contract as it is not terminated;
- (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) assign to MSA, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case MSA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause;

- (f) transfer title and deliver to MSA, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to MSA;
- (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by MSA to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Procurement Officer may direct;
- (h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which MSA has or may acquire an interest.

The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request MSA to remove them or into enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, MSA shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

22.3. After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request

of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of the information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay the Contractor the amount so determined.

- 22.4.** Subject to the provision of paragraph 22.3, the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made as further reduced by the contract price of the work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Noting paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.
- 22.5.** In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph 22.4 upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Procurement Officer shall pay the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph 22.4:
- (a) for completed supplies or services accepted by MSA (or sold or acquired as provided in paragraph 14.2(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;
 - (b) the total of:
 - (i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

- (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above); and
 - (iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that MSA shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to MSA or to a buyer pursuant to paragraph (2)(g).

- 22.6.** Costs claimed, agreed to, or determined pursuant to 22.3, 22.4, 22.5 and 22.11 hereof shall be in accordance with COMAR 21.09 (Contractor Cost Principles and Procedures) as in effect on the date of this contract.
- 22.7.** The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph 22.3, 22.5, or 22.9 hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph 22.3 or 22.9 hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph 22.3, 22.5, or 22.9 hereof, MSA shall pay to the Contractor the following: (a) if there is not right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

- 22.8.** In arriving at the amount due the Contractor under this clause there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the contract, (b) any claim which MSA may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to MSA.
- 22.9.** If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.
- 22.10.** MSA may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled to hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to MSA upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to MSA; provided, however, that no interest shall be charges with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the project officer by reason of the circumstances.
- 22.11.** Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall – from the effective date of termination until the expiration of three years after final settlement under this contract – preserve and make available to MSA at all reasonable times at the office of the Contractor but without direct charge to MSA, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the project officer, reproductions thereof.

23 Arrearages

By submitting a response to this IFB, the Bidder represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including by way of example only, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

The bidder is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the MSA for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

24. Compliance with Laws

The Contractor hereby represents and warrants that: A. It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; B It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract: and C. 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.

25. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by MSA under this Contract or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MSA, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

26. Tax Exemption

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

27. Registration

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall register with the Department of Assessments and Taxation.

NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: www.marylandtaxes.com

28. EPA Compliance

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

29. Occupational Safety and Health Act

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

30. Maryland Law Prevails

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

31. Software Licensing

Not applicable

32. MUCITA

Not applicable

33. Applicability of Federal Laws

Not applicable

34. Protests and Claims

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the MSA Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: www.mdstad.com Click on this web site, then select the category "Policies and Procedures", followed by "MSA Procurement Policies and Procedures".

35. Intellectual Property

Not applicable

36. E-Maryland Marketplace

All vendors interested in conducting business with the MSA of Maryland must register at: www.emarylandmarketplace.com <<http://www.emarylandmarketplace.com/>>. Registration is free. eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

37. Eligibility to Purchase

By submitting a bid, Bidder agrees to extend the proposed price structure and discounts to all MSA System of Maryland campuses and facilities within the state of Maryland.

38. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any MSA related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the MSA in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the MSA. The MSA will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the MSA is not responsible for the acts or omissions of any entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

39. Changes

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed, (2) Time of performance (i.e., hours of the day, days of the week, etc.), (3) Place of performance of the services, (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the MSA in accordance with the drawings, designs, or specifications. (5) Method of shipment or packing of supplies, and (6) Place of delivery.

The section entitled "Delays and Extensions of Time" prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the MSA shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

Exhibit I – Bid Price Form with Signature Page- See Attached

**Maryland Stadium Authority
Invitation for Bid Project No.: 18-052-
BID FORM – PAGE 1 OF 2**

CONTRACT TITLE: **Concrete Bollards for Oriole Park at Camden Yards**

BID DUE DATE: **February 26, 2018 No Later Than 2:00 P.M.**

In response to Invitation for Bids (IFB) MSA Project No.: 18-052 the following bid is submitted by:

Company Name:

Printed or Typed Name: _____

Title: _____

Authorized Signature: _____ Date: _____

The **UNDERSIGNED** agrees to furnish all supervision, labor, materials, travel, insurance, equipment and services necessary for reinforced precast concrete bollards for Camden Yards Sports Complex as indicated in this IFB, in accordance with the specifications detailed herein and all other contract documents for the prices shown below.

Department of General Services Certified Small business? _____Yes _____No

Small Business Reserve (SBR) Number: _____

Minority Business Enterprise (MBE) Firm: _____Yes _____No

MBE Certification No.: _____ MBE Classification Code:

The **UNDERSIGNED** hereby declares to have carefully examined the specifications and has carefully examined the Contract Documents and inspected the sites where the proposed work will be performed, and has accepted all terms and conditions outlined in the specifications.

The award of this contract will be made to a responsive and responsible vendor whose bid is determined to be the most advantageous to the MSA, in accordance with the specification outlined within the solicitation.

The MSA reserves the right to cancel this procurement and/or to reject all bids.

Addendum No._____, Dated_____, Addendum No._____, Dated_____

Description	Quantity	Unit Price	Total Price
Concrete Bollards 12"x56"	70	\$	
*TOTAL BID			\$

TOTAL BID IN WRITING

Please attach Standard Warranty information.

***All fees and charges associated with the bid must be submitted with the bid**

Estimated delivery time from the receipt of a purchase order. _____

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K - Representations, Certifications, and Other Statements of Contractors

SECTION K1. – BID/PROPOSAL 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 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 Bid/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, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, 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 four (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 bid/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 21.11.13; 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) §7206, 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 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; or
- (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, State Department of Assessments and Taxation, and 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. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute 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.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §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.

O. 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.

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date

PART IV - SECTION K2 -- CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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:_____
(Authorized Representative and Affiant)

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 MSA 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 MSA 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, §13-221, 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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or

more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

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 _____, 2018, 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)

CHECKLIST

ITEMS THAT SHOULD BE SUBMITTED WITH THIS BID:

- ✓ Bid Form
 - ✓ Acknowledge receipt of Addendum (if any on this form)
- ✓ Bid/Proposal Affidavit (Section K)
- ✓ Conflict of Interest Affidavit and Disclosure (Section K)
- ✓ Copies Required:
 - ✓ One original of each document
 - ✓ Two copies of each document
- ✓ Literature on Product Specifications and Warranty

THE FOLLOWING ARE REQUIRED TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- ✓ Applicable Warranty
- ✓ Literature
- ✓ Contract Affidavit