



INVITATION FOR BIDS

SOLICITATION NO. 19-041

Issue Date: January 7, 2019

Diesel Powered Forklift and Accessories

Oriole Park at Camden Yards

NOTICE

A Prospective Bidder that has received this document from the MSA's website or <https://emaryland.buyspeed.com/bsa/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Minority Business Enterprises Are Encourage to Respond to this Solicitation

MARYLAND STADIUM AUTHORITY
KEY INFORMATION SUMMARY SHEET

| | |
|---|--|
| Invitation for Bids | Diesel Powered Forklift and Accessories |
| Solicitation Number: | MSA Project No. 19-041 |
| IFB Issue Date: | January 7, 2019 |
| IFB Issuing Office: | Maryland Stadium Authority |
| Procurement Officer: | Sandra Fox Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, Maryland 21201 |
| e-mail: | sfox@mdstad.com |
| Office Phone: | 410-223-4130 |
| Bids are to be sent to: | Maryland Stadium Authority 333 West Camden Street, Suite 500 Baltimore, MD 21201 Attention: Sandra Fox |
| Pre-Bid Conference | n/a |
| Questions Due Date and Time | n/a |
| Bid Due (Closing) Date and Time: | January 28, 2019, no later than 2:00 p.m. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii). |
| MBE Subcontracting Goal: | n/a |
| Contract Type: | Firm Fixed Price |
| SBR Designation: | No |

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SECTION A - GENERAL INFORMATION

A. Objective

- 1 The Maryland Stadium Authority is issuing this Invitation for Bids (IFB) to obtain an authorized distributor to provide a diesel powered forklift and accessories for Oriole Park at Camden Yards (OPCY) (as described in more detail in SECTION C - SPECIFICATIONS).

MSA intends to make a single award as a result of this IFB.

The successful vendor shall be responsible for ensuring that the diesel powered forklift and accessories are supplied in accordance with the specifications. MSA reserves the right to inspect each load prior to acceptance by the MSA, for compliance with the specifications herein. Inspection may be made by an authorized representative of the MSA at the source supply, point of delivery, or both.

Please refer to specifications in Section C.

B. Basic of Award

The award for this solicitation will be made to the responsive and responsible Vendor with the lowest total overall price.

Vendor(s) shall submit a bid price based on product description (specification) and unit of measure specified in the IFB.

C. Contract Type

The Contract resulting from this solicitation shall be fixed price.

D. Method of Bidding

All Bids, affidavits, and/or responses to attachments shall be submitted in a sealed envelope identifying the project name, project number, the name of company, due date and time. Bids submitted through the email or fax will not be accepted or considered.

E. Procurement Officer,

The sole point of contact for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

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

The MSA may change the Procurement Officer at any time by written notice.

F. Pre-Bid Conference

There will not be a pre-bid conference for this procurement.

G. **Questions**

All questions should be emailed to Sandra Fox at sfox@mdstad.com.

H. **Procurement Method**

This contract will be awarded in accordance with the Competitive Sealed Bidding method under MSA's Procurement Policies and Procedures.

I. **Multiple or Alternate Bids**

Multiple and/or alternate Bids will not be accepted unless otherwise invited in the solicitation documents.

J. **Required Documentation and Information**

All of the attached forms should be completed and submitted with the Bid: Bid/Proposal Affidavit, Conflict of Interest Affidavit and Disclosure, Contractor Experience and Qualifications Form, Letter of Authorization from the manufacturer on the manufacturer's letterhead certifying that the distributor is authorized to sell in the State of Maryland. **Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.**

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

Note: It is the Vendor's responsibility to confirm receipt of all requested documents.

K. **Compliance with Laws/Arrearages**

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

L. **Small Business Reserve (SBR) Procurement**

This is not a small business reserve procurement.

M. **References:** - Prior to submitting a Bid for the commodities in the specifications, the firm shall be in existing and have no less than three (3) years' experience in providing products that are equal to or comparable to the scope and magnitude required by the specifications. All Bidders shall be registered and in good standing with the State of Assessment and Taxation.

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

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

N. **False Statements**

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

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

- (a) Falsify, conceal, or suppress a material fact by any scheme or device.
- (b) Make a false or fraudulent statement or representation of a material fact.
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

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

O. **Amendments to the IFB**

If it becomes necessary to revise any part of this IFB, notice of the revision will be posted on the MSA website and published via e-MarylandMarketplace (eMM). To assure your receipt of notice of any such revision, you should monitor the MSA website and be certain that you are registered with eMM.

P. **Tie Bids**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

Q. **Protest / Disputes**

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of MSA's Procurement Policies and Procedures.

R. **Duration of Bid**

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

S. **Reciprocal Preference**

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

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

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

T. Late Bids

Late Bids shall not be accepted.

U. Billing:

- (a) All invoices for services shall be signed by the Vendor and emailed to invoices@mdstad.com. All invoices shall include the following information:
- Vendor 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 Vendor does not provide MSA with all required deliverables within the time frame specified in the Contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the Contract until such time as the Vendor brings itself into full compliance with the Contract. Any action on the part of the MSA, or dispute of action by the Vendor, 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.
- (d) **Invoice Submission Schedule**

The Vendor shall submit monthly invoices.

V. No Bid Notice

The MSA is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, Notice to Vendor located with the attachments, and email it to the Procurement Officer, Sandra Fox at sfox@mdstad.com. We will review your responses and suggestions and try to incorporate them in our procedures.

W. **Cancellation, Acceptance, Minor Irregularities and Discussions**

The MSA reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of MSA. The MSA also reserves the right, in its sole discretion, to award a Contract based upon the Bids received without prior discussions.

X. **Insurance Requirements**

The Contractor and its subcontractors shall maintain Commercial General Liability Insurance or its equivalent, for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "G" must be met. Such Commercial General Liability policy shall include the following extensions:

It is preferred that the general aggregate limit apply separately to this contract;
Premises/Operations;
Actions of Independent Contractors;
Products/completed Operations to be maintained for two (2) years after completion of the contract.
Contractual liability assumed under this contract.
Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section).

The Contractor and its subcontractors shall maintain Business Automobile Liability Insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability. NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

The Contractor and its subcontractors shall maintain Worker's Compensation Insurance as required by Maryland law.

The coverages listed above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

Commercial General Liability Insurance including all extensions –
\$1,000,000 each occurrence;
\$1,000,000 personal injury;
\$1,000,000 products liability;
\$1,000,000 general aggregate

Business Automobile Liability -
\$1,000,000 each accident

Worker's Compensation Insurance – statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.

All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to MSA.

No acceptance and/or approval of any insurance by MSA shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

NAMED ADDITIONAL INSUREDS. The Baltimore Orioles Limited Partnership and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages except Worker's Compensation, and the certificates of insurance (or certified policies, if requested) must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance or self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

Insurance coverages required herein shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the Contract term, MSA shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to MSA for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at the time of termination.

Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude MSA from supervising or inspecting the operations of the contractors as the end result.

The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be as fully responsible to MSA for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

TORT CLAIMS ACT. It is agreed that the Contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against MSA, any immunity of the insured from tort liability (including Maryland Tort Claims Act), including any limitation of liability, unless requested by MSA.

The Contractor shall furnish subcontractors' certificates of insurance to MSA upon request.

Y. Vendor Responsibilities

The Procurement Officer shall make purchases from and award contracts only to responsible contractors.

In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.

Factors to be used in determining whether a vendor is responsible may include, but are not limited to:

Financial resources adequate to perform the contract, or the ability to obtain them;

Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

A satisfactory performance record;

A satisfactory record of integrity and business ethics;

The necessary organization, experience, accounting and operational Controls, and technical skills, or the ability to obtain them;

Compliance with applicable licensing and tax laws and regulation;

The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;

Other qualifications and eligibility criteria necessary to receive and award under applicable laws and regulations.

If the Procurement Officer determines that the price bid or offer by a prospective contractor is so low as to appear unreasonable or unrealistic, the Procurement Officer may determine the prospective contractor to be non-responsible.

The prospective contractor shall promptly supply information requested by the Procurement Officer regarding the responsibility of the prospective contractor.

If the prospective contractor fails to supply the information as requested, the Procurement Officer shall make the determination of responsibility or non-responsibility based upon available information.

The Procurement Officer may use the following sources of information, as appropriate, to support determinations of responsibility or non-responsibility:

The Maryland State Board of Public Works list of Businesses and Persons Suspended or Debarred;

Records, past performance, and experience data, including verifiable knowledge of MSA personnel;

Being in good standing with the State, including information supplied by the prospective contractor, including bid or proposal information, questionnaire replies, financial data, information on production equipment, and personnel information.

Federal disqualification listing of ineligible and debarred contractors.

SECTION B – TERMS AND CONDITIONS

Diesel Powered Forklift and Accessories

1. INCORPORATION BY REFERENCE.

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

2. TAX EXEMPTION:

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

The Contractor is responsible for, and by submitting a bid, agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the work. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay.

3. SPECIFICATIONS:

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

4. DELIVERY AND ACCEPTANCE:

Delivery shall be made in accordance with the solicitation specifications. The 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 the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The MSA reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

5. NON-HIRING OF EMPLOYEES:

No official or employee of the MSA, as defined under Md. Code Ann., State Government Article, § 15-102, 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 MSA, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

6. NON-DISCRIMINATION IN EMPLOYMENT:

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

7. FINANCIAL DISCLOSURE:

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more, during a calendar year shall, within 30 days of the time when the \$100,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

8. POLITICAL CONTRIBUTION DISCLOSURE:

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html

9. INTENTIONALLY OMITTED:

10. VERIFICATION OF REGISTRATION AND TAX PAYMENT:

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

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

11. CONTINGENT FEES:

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

12. EPA COMPLIANCE:

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

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

14. TERMINATION FOR CONVENIENCE:

The performance of work under this Contract may be terminated by the MSA in accordance with this clause in whole, or from time to time in part, whenever the MSA shall determine that such termination is in the best interest of MSA. MSA will pay all reasonable costs associated with this Contract that the Contractor has

15. TERMINATION FOR DEFAULT:

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

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

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of MSA's Procurement Policies and Procedures.

The MSA will **not** accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

17. INTENTIONALLY OMITED

18. MARYLAND LAW PREVAILS:

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

19. PAYMENT OF STATE OBLIGATIONS:

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

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

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

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

20. PRE-EXISTING REGULATIONS:

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

21. INDEMNIFICATION:

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

22. CONFLICTING TERMS:

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

23. 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.

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.

24. RETENTION OF RECORDS:

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

25. COMPLIANCE WITH LAWS:

The Contractor hereby represents and warrants that:

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

- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. COST AND PRICE CERTIFICATION:

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

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

27. PUBLIC INFORMATION ACT NOTICE:

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

28. PO AS CONTRACT:

Upon acceptance of a bid, the Procurement Officer may issue a Purchase Order (PO), in a form to be determined by the MSA, to the Bidder accepting the bid and binding the Bidder to a contract. The execution and issuance of a PO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed PO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the PO, the bid, or by operation of law, and the executed bid of the Bidder. If the Procurement Officer issues a PO, at the option of the Procurement Officer it will not be necessary for the Bidder to execute the PO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

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

- Exhibit A - The IFB including exhibits, attachments, addenda, if any;
- Exhibit B – Terms and Condition; and
- Exhibit C – The Contractor’s Bid

29. RETURNED GOODS:

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

30. PAYMENT BY ELECTRONIC FUNDS TRANSFER:

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

- 30.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files

31. **eMM CATALOG:**

The contract awardee is required to register as a vendor in the eMaryland Marketplace eCatalog directory (online shopping environment). It offers a virtual shop front for your goods and services to be purchased with ease across the State through the system. Please contact Cathy Marzola at (410) 767-1492 or cathy.marzola@maryland.gov regarding information and instructions on joining the eMM eCatalog. You must coordinate the upload of your product catalog to ensure maximum use of your products and services per contract terms.

32. **MANDATORY CONTRACTURAL TERMS**

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and addenda. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

SECTION C -- SPECIFICATIONS

A. GENERAL

The purpose of this specification is to outline the minimum acceptable standards for a diesel powered forklift. This machine shall be of current model year production. The Forklift shall be utilized for material handling for various Maryland Stadium Authority projects. Any deviation from the minimum standards listed shall be considered “non-responsible” on the Bidder’s part. These specifications require the doing of everything necessary or proper for, or incidental to the furnishing of said unit. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the Bidder, the same as if these items were specifically mentioned and described in these specifications.

No aftermarket, remanufactured, or reconditioned parts shall be accepted.

B. AUTHORIZED SELLER

The Contractor must be an Authorized Distributor of the manufacturer/product specified in this solicitation. As proof of meeting this qualification, the Bidder shall provide a current Letter of Authorization from the manufacturer on the manufacturer’s letterhead with its bid certifying that the distributor is authorized to sell in the State of Maryland.

The Letter of Authorization shall be current or less than twelve (12) months old. Each Letter of Authorization shall provide the following information:

1. Manufacturer or distributor POC name for verification;
2. Manufacturer or distributor POC mailing address;
3. Manufacturer or distributor POC telephone number;
4. Manufacturer or distributor POC e-mail address; and
5. If available, a Re-seller Identifier.

C. DIESEL POWER FORKLIFT REQUIREMENTS:

1) BASIC

Capacity: 10,000 lbs. at 24” load center
Diesel Fork Lift
Elevated Height of Forks: ~177”
Collapsed Height: ~86”
Fork Length: 48”
Chassis Length: ~124”
Chassis Width: ~57”
Power Steering

Engine shall be liquid cooled and have a 120 volt block heater. Engine shall have Air, Oil, and Fuel filters within easy access for maintenance. Engine shall be EPA Tier IV emissions compliant and B20 compatible.

2) TRANSMISSION / DRIVETRAIN

Transmission shall be capable of propelling the machine forward at a minimum of 16 M.P.H. The unit shall be full time four wheel drive with planetary hub type axles.

3) STEERING

The unit shall have power hydraulic steering with three modes: 2 wheel, 4 wheel, and “crab” steering. The unit shall revert back to manual steering in case of hydraulic failure.

4) BRAKES

The service brakes shall be multi-wet disk type located at each axle. The parking brake shall apply automatically when unit is shut down.

5) CAB

The cab shall be fully enclosed with environmental controls (A/C, Heat, and Defrost). The cab shall be full ROPS/FOPS OSHA certified. The cab shall have a gauge package that includes hour meter, fuel level, and tachometer, as well as a high coolant temperature and low oil pressure warning lights. The seat shall be adjustable with seatbelt. All forklift functions shall be controlled by a single joystick controller. The cab shall have a windshield wiper. Throttle controls shall be floor mount as well as any traction controls. Boom height when fully closed shall not completely block right side view. Unit shall have rearview mirrors mounted on both sides of the machine.

6) HYDRAULICS

The hydraulic system shall be powered by a gear type pump. The system shall have a spin-on filter on tank return line. The reservoir shall be of sufficient capacity to operate multiple functions without thermal or volumetric impedance due to lack of oil flow. All lifting functions shall have check valves to prevent unanticipated load drop in the event of a hose failure. Hydraulic system shall be capable of simultaneous function operation. There shall be an auxiliary hydraulic circuit for additional implements. Hydraulic system shall have oil level monitoring capability.

7) ADDITIONAL FEATURES & SAFETY ITEMS

- Tilt Steering Column
- Adjustable Seat
- Turn Signals
- Brake Lights
- Back-up Light
- Dual Head Lights
- One-Piece Overhead Guard
- High Intake Air Filter
- Strobe Light
- Back-up Alarm
- Side Shift
- Triple Stage Mast
- Solid Pneumatic Tires
- Interior Light
- Heavy duty battery, starter and alternator
- Auxiliary power point
- All weather fully enclosed and lockable cab with Heater
- Suspension Seats

- 2 year or 4000 hours comprehensive warranty to include but not limited to: Engine, transmission, steer & drive axles, torque converter. Diesel injection pump, injectors, alternator, starter, speed governor, ring gear, fly-wheel, pump, brakes, lift, tilt & steer cylinders, control valve, cab, cab locks, cab heater, optional accessories.

8) ADDITIONAL ATTACHMENTS

The Forklift shall include one each of the following attachments and shall be fully capable of utilizing each to its fullest capability.

9) KENCO Barrier Lift Items

- KENCO Forklift Adapter for Barrier Lifter with a 12000# Cap. This unit comes with retention chains.
- KENCO KRM16800 Rigmax. This kit comes with one 3' extra tough eye to eye round sling and two 7/8" CMTM "Big Orange" Super Strong Carbon screw pin shackles. Capacity 16,800 pounds.
- KENCO KL9000 Automatic 6"-12" Barrier Lift. This lifter is designed to safely lift and install barrier wall up to 16 feet in length with a maximum capacity of 9000 lbs.
- KENCO Set of Alignment Legs for a KL9000V4 or KL12000V4 Barrier Lifter
-

10) MANUALS

The Forklift shall come with complete set of operator and maintenance manuals. Manuals to include information on all ancillary implements included with the unit.

C. DELIVERABLES

Deliverables shall include the following:

| <u>Quantity</u> | <u>Items</u> |
|------------------------|---|
| 1 | Diesel Powered Forklift and accessories as described in Section C Specifications. |

Bid submission to include full details on standard warranty.

Equipment shall be delivered F.O.B. destination, freight prepaid and allowed, within thirty (30) days of receipt of an authorized purchase order.

No additional charges will be allowed for any transportation costs resulting from partial shipments made at Contractor's convenience when a single shipment is ordered. Delivery instructions shall be specified by the ordering entity at the time of each purchase.

D. DELIVERIES OR PERFORMANCE

The following delivery or performance requirements are incorporated herein:

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

The fork lift and accessories must be delivered within four to six weeks of contract award between 8:30 AM -4:00 PM Monday- Friday

2. Vendor must contact Manager to confirm delivery

Matthew Kastel, Manager
Maryland Stadium Authority
555 Russell Street, Suite A
Baltimore, MD 21230
T-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:
4. Intentionally Omitted.

F. CONTRACTOR PERFORMANCE

Replacements and repairs on faulty equipment shall be made by the Contractor at no additional cost and to the satisfaction of the agency.

The Contractor shall promptly correct all work rejected by the agency as faulty, defective, or failing to conform to the product specifications whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work.

The Contractor shall be held responsible for replacing any damage equipment.

G. 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 is included.

ATTACHMENT B – Bid Instructions and Form

**Maryland Stadium Authority
Invitation for Bid Project No.: 19-041-
BID FORM – PAGE 1 OF 2**

CONTRACT TITLE: Diesel Powered Forklift and Accessories for Oriole Park at Camden Yards

BID DUE DATE: January 28, 2019, No Later Than 2:00 P.M.

In response to Invitation for Bids (IFB) MSA Project No.: 19-041 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 providing the diesel powered forklift and accessories for Oriole Park at Camden Yards 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.

| Description | Quantity | Total Price |
|---|----------|-------------|
| Diesel Powered Forklift and Accessories | 1 | |
| *TOTAL BID | | \$ |

TOTAL BID IN WRITING

Please attach Standard Warranty information and Literature.

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

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

ATTACHMENT C – Bid/Proposal Affidavit

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes 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, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) 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)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

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

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT G – Contractor Qualifications Statement

(See attached)

ATTACHMENT H – Conflict of Interest and 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)

ATTACHMENT I – 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 _____, 2019, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT J. – Vendor No Bid Response Form

**MARYLAND STADIUM AUTHORITY
NOTICE TO VENDORS**

To help us improve the quality of MSA solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Please email (sfox@mdstad.com) or fax (410-333-1888) this completed form to the attention of Sandra Fox. Thank you for your assistance.

**Title: Diesel Powered Forklift
Solicitation No: 19-041**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the Bid/Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior MSA contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

CHECKLIST

ITEMS THAT SHOULD BE SUBMITTED WITH THIS BID:

- ✓ Bid Form (**Attachment B**)
 - ✓ Acknowledge receipt of Addendum (if any on this form)
- ✓ Bid/Proposal Affidavit (**Attachment C**)
- ✓ Contractor's Qualifications Statement (**Attachment G**)
- ✓ Conflict of Interest Affidavit and Disclosure (**Attachment H**)
- ✓ Copies Required:
 - ✓ One original of each document
 - ✓ Two copies of each document
- ✓ Literature on Product Specifications and Warranty
- ✓ Letter of Authorization from the manufacturer on manufacturer letterhead
- ✓ Checklist for Diesel Power Forklift and Accessories

THE FOLLOWING ARE REQUIRED TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- ✓ Applicable Warranty
- ✓ Contract Affidavit (**Attachment I**)
- ✓ Certificate of Insurance

CHECKLIST FOR DIESEL POWERED FORKLIFT AND ACCESSORIES

| BASIC | As Specified- Type Yes or No | Comment |
|--|------------------------------------|---------|
| Capacity: 10,000 lbs. at 24" load center Diesel Fork Lift Elevated Height of Forks: ~177" Collapsed Height: ~86" Fork Length: 48" Chassis Length: ~124" Chassis Width: ~57" Power Steering | | |
| Engine shall be liquid cooled and have a 120 volt block heater. Engine shall have Air, Oil, and Fuel filters within easy access for maintenance. Engine- EPA Tier IV emissions compliant and B20 compatible | | |
| TRANSMISSION/DRIVETRAIN: | | |
| Transmission capable of propelling the machine forward at a minimum of 16 M.P.H. unit is full time four wheel drive with planetary hub type axles. | | |
| STEERING: | | |
| The unit shall have power hydraulic steering with three modes: 2 wheel, 4 wheel, and "crab" steering. The unit shall revert back to manual steering in case of hydraulic failure. | | |
| BRAKES | | |
| The service brakes shall be multi-wet disk type located at each axle. The parking brake shall apply automatically when unit is shut down. | | |
| CAB | | |
| fully enclosed with environmental controls (A/C, Heat, and Defrost); full ROPS/FOPS OSHA certified; has a gauge package that includes hour meter, fuel level, and tachometer, as well as a high coolant temperature and low oil pressure warning lights. Adjustable seat with seatbelt. All forklift functions controlled by a single joystick controller; has windshield wiper. Throttle controls shall be floor mount as well as any traction controls. Boom height when fully closed shall not completely block right side view. rearview mirrors mounted on both sides of the machine. | | |

| HYDRAULICS: | As Specified- Yes or No | Comment |
|--|----------------------------|---------|
| <p>The hydraulic system shall be powered by a gear type pump. The system shall have a spin-on filter on tank return line. The reservoir shall be of sufficient capacity to operate multiple functions without thermal or volumetric impedance due to lack of oil flow. All lifting functions shall have check valves to prevent unanticipated load drop in the event of a hose failure. Hydraulic system shall be capable of simultaneous function operation. There shall be an auxiliary hydraulic circuit for additional implements. Hydraulic system shall have oil level monitoring capability.</p> | | |
| ADDITIONALLY FEATURES L& SAFETY ITEMS | | |
| <ul style="list-style-type: none"> • Tilt Steering Column • Adjustable Seat • Turn Signals • Brake Lights • Back-up Light • Dual Head Lights • One-Piece Overhead Guard • High Intake Air Filter • Strobe Light • Back-up Alarm • Side Shift • Triple Stage Mast • Solid Pneumatic Tires • Interior Light • Heavy duty battery, starter and alternator • Auxiliary power point • All weather fully enclosed and lockable cab with Heater • Suspension Seats • 2 year or 4000 hours comprehensive warranty to include but not limited to: Engine, transmission, steer & drive axles, torque converter. Diesel injection pump, injectors, alternator, starter, speed governor, ring gear, fly-wheel, pump, brakes, lift, tilt & steer cylinders, control valve, cab, cab locks, cab heater, optional accessories. | | |
| <p>KENCO Barrier Lift Items</p> <ul style="list-style-type: none"> • KENCO Forklift Adapter for Barrier Lifter with a 12000# Cap. This unit comes with retention chains. • KENCO KRM16800 Rigmax. This kit comes with one 3' extra tough eye to eye round sling and two 7/8" CMTM "Big Orange" Super Strong Carbon screw pin shackles. Capacity 16,800 pounds. • KENCO KL9000 Automatic 6"-12" Barrier Lift. This lifter is designed to safely lift and install barrier wall up to 16 feet in length with a maximum capacity of 9000 lbs. • KENCO Set of Alignment Legs for a KL9000V4 or KL12000V4 Barrier Lifter • | | |

| | | |
|--|------------------------------------|----------------|
| MANUALS: Forklift includes complete set of operator and maintenance manuals. Manuals include information on all ancillary implements included with the unit. | As Specified- Yes or No | Comment |
|--|------------------------------------|----------------|

Company's Name_____

Signature_____

Date_____