

Maryland Stadium Authority

333 West Camden Street, Suite 500

Baltimore, Maryland 21201



Invitation for Bids

On-Call Explosive Detection Canine Team Services

CAMDEN YARDS SPORTS COMPLEX

MSA Project No. 21-009

ISSUE DATE: July 29, 2020

DUE DATE: August 18, 2020

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

MSA Project No. 21-009

Issuing Office: Maryland Stadium Authority

Procurement Officer: Sandra Fox
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201
Office Phone: 410 333-1560
E-mail: sfox@mdstad.com

Contract Administrator: Vernon Conaway, Jr.
vconaway@mdstad.com

Bid Submission – Electronically To: Negometrix eProcurement System
<https://www.negometrix.com/us/general-terms-conditions-privacy/>

Solicitation Issue Date: July 29, 2020

Deadline for Receipt of Questions: August 13, 2020 5:00 pm (all times local)

Bid Submission Due Date & Time: August 18, 2020 1:00 p.m.

Public Bid Announcement: 1:15 p.m. teleconference
1 347 467 6377 PIN: 976 811 807#

Contract Award Date (tentative): September 2, 2020

Pre-Bid Meeting -via teleconference on: **August 5, 2020 at 1:00 p.m.**

Call-In Information: Meet.google.com/tan-onro-qkg
1 208 715 5398 +
PIN: 774 888 203#

NOTICE

The offeror shall acknowledge the above schedule in their proposal and advise if the current COVID travel restrictions will impact the schedule. MSA understands travel restrictions may change in the future regarding the COVID situation. Should this occur, MSA and the consultant shall mutually agree upon a revised schedule.

Prospective Offerors who have obtained this document from a source other than as a direct solicitation from the Issuing Office, must immediately contact the Procurement Officer and provide their name and contact information in order receive any amendments to the RFP, or any other communications relevant thereto.

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SECTION I -- PROCUREMENT INFORMATION

1.01 SUMMARY

The Maryland Stadium Authority (MSA), which is issuing this Invitation For Bids (“**IFB**”), is requesting bids for a highly qualified and experienced contractor to deploy explosive detection canines (“**EDC**”) services on an on-call time and materials as needed basis (the “**Services**”), at the MSA owned and operated parking facilities and the Camden Yards Sports Complex (“**CYSC**”). CYSC includes Oriole Park at Camden Yards (“**OPCY**”), the Warehouse at Camden Yards (the “**Warehouse**”), Camden Station (“**Camden Station**”) and M&T Bank Stadium (“**M&T**”).

As used in this IFB: (a) the Services also means the “**Work**”; and (b) Bidder may be referred to as “**Offeror**.”

1.02 PROCUREMENT OFFICER

The sole point of contact for purposes of this procurement is the Procurement Officer identified on the Key Information Summary Sheet. The Procurement Officer may designate others to act on its behalf. MSA may change the Procurement Officer at its discretion.

1.03 CONTRACT REPRESENTATIVES

1.03.1 The Contract Administrator and the Contract Monitor identified on the Key Information Summary Sheet monitor the daily activities of the contract and provide technical guidance to the Contractor under the awarded contract. The Contract Administrator is the point of contract post award, by whom work will be assigned.

1.03.2 Prospective bidders (“**Bidders**”) who have received this document from a source other than MSA should immediately contact the Procurement Officer and provide their name, mailing and email address so that any amendments to the IFB and other communications may be sent to them.

This IFB is also available on MSA’s website in PDF format at <https://www.mdstad.com/> and on the State of Maryland’s eMaryland Marketplace Advantage at: <https://procurement.maryland.gov>.

1.04 PROCUREMENT METHOD

1.04.1 This contract will be awarded in accordance with the competitive sealed bidding process pursuant to MSA procurement policies and procedures available on MSA’s website at <https://www.mdstad.com>.

1.05 eMARYLAND MARKETPLACE (eMMA)

1.05.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-bid Conference summary and attendance sheet, Bidder’s questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMMA as well as on MSA’s website, and MSA’s third party e-procurement system, Negometrix (see Key Information Summary Sheet).

1.05.2 However, in order to receive a contract award, a vendor *must* be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on “Register” to begin the process, and then follow the prompts.

1.06 ELECTRONIC PROCUREMENT

1.06.1 The Procurement Officer may conduct the procurement using eMMA, e-mail or MSA’s third party e-procurement system, Negometrix, to issue:

- (a) The IFB;
- (b) Any amendments and requests for best and final offers;
- (c) Pre-Bid conference documents;
- (d) Questions and responses;
- (e) Communications regarding the solicitation or Bid to any Bidder or potential Bidder.
- (f) Notices of award selection or non-selection; and
- (g) The Procurement Officer’s decision on any Bid protest or Contract claim.

1.06.2 For this solicitation:

- (a) Negometrix is MSA’s preferred method for receiving bids;
- (b) the Bidder may submit its bid electronically *only* through MSA’s secured third party e-procurement system, Negometrix.
- (c) If a Bidder is unable to use electronic means for submitting a bid, alternative arrangements may be made by contacting the Procurement Officer for the timely receipt of a paper sealed bid.
 - (i) Bids must be received by the solicitation due date and time regardless of delivery method.
 - (ii) If a Bidder intends to submit a hard copy to the Issuing Office, please notify the Procurement Officer as soon as possible so arrangements can be made to securely receive the bid.

1.06.3 The Bidder or potential Bidder may use email or Negometrix e-procurement system to:

- (a) Ask questions regarding the solicitation;
- (b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by email, but only on the terms specifically approved and directed by the Procurement Officer; and
- (c) Submit a "No Bid Response" to the IFB.
- (d) The Procurement Officer, the Contract Administrator or the Contract Monitor, and the Contractor may conduct day-to-day contract administration, except as outlined in **Section**

1.06.2(b) of above, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer, Contract Administrator or Contract Monitor.

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

1.07 PROHIBITED ELECTRONIC TRANSACTIONS AND COMMUNICATIONS

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

- (a) Submission of bids may not be submitted by email or facsimile. See above for instruction on how to submit a bid by electronic means.
- (b) Filing of Bid Protests or contract claims;
- (c) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

1.08 QUESTIONS REGARDING THE SOLICITATION

1.08.1 All questions shall identify in the subject line the Solicitation number and Title (MSA Project No. 20-078, On-Call Explosive Detection Canine Team Services) and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet.

1.08.2 Answers to questions that are not clearly specific to only the requester will be distributed in the same manner as amendments to the IFB, posted on MSA's website, and posted on eMMA, and Negometrix.

Note: Not all solicitations provide for a question period.

1.08.3 A response to a question, whether verbal or in writing, is not binding on MSA unless MSA issues a written amendment to the IFB or the contract.

1.09 PRE-BID CONFERENCE

1.06.1 There will be a pre-bid conference ("Conference") held remotely at the date and time indicated on the Key Information Summary Sheet.

- (a) Participation is not mandatory however, all interested parties are encouraged to participate to ensure their understanding of the bid requirements.
- (b) MSA strongly recommends that all prime contractors have their intended subcontractors participate in the pre-bid conference, and if offered, attend a site visit to ensure all parties understand the contract requirements, including but not limited to the MBE Goal, if applicable.

- (c) MBE subcontractors are encouraged to attend the Conference and market their participation to potential prime contractors.
- (d) Following the conclusion of the Conference, the attendance record and summary of the Conference will be distributed in the same manner as amendments to the IFB and, if applicable, responses to questions.
- (e) Attendees should have a copy of the IFB and for in-person Conferences, a business card to facilitate the sign-in process.

1.10 SUBMISSION DEADLINE

1.10.1 To be considered for award: (i) Bidders must submit their bid no later than the date and time set forth on the Key Information Summary Sheet.

1.10.2 MSA will not grant requests for extension of the submission date or time. MSA will not consider Bids or unsolicited amendments to Bids after the date and time when the bids are due, regardless of the method of their transmission.

1.11 FALSE STATEMENTS

1.11.1 Bidders are advised that State Finance and Procurement Article § 11-205.1, Annotated Code of Maryland provides as follows:

- (a) In *general*. – In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) Aiding or conspiring with others. – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) Penalty. – 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 5 years or both.

1.12 ANTI-BRIBERY

Anti-Bribery. Offeror certifies that, to the Offeror's best knowledge, neither the Offeror, nor (if the Offeror is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders, nor any employee of the Offeror who is proposed to be directly involved in the Offeror's activities in connection with the services to be provided, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

1.13 DURATION OF OFFER

1.13.1 Bids submitted in response to this solicitation are irrevocable for 120 days following the later of the bid submission due date or the date the Procurement Officer receives best and final

offers, if any. At the request of the Procurement Officer, the Bidder may agree in writing to extend this period.

1.13.2 Bids may be modified or withdrawn by written notice to the Procurement Officer before the Bid submission due date and time.

1.14 COMPANIES NOT SUBMITTING A BID – REQUEST

Companies not responding to this IFB are requested to submit the “Notice to Offerors/Bidders/Contractors” form which includes company information and the reason for not bidding (i.e. too busy, does not satisfy minimum requirements, etc.).

SECTION II GENERAL INFORMATION

2.01 DISCLOSURE

2.01.1 Bids shall be subject to disclosure pursuant to the provisions of Maryland's Public Information Act, Section 4-101 et seq. of the General Provisions Article of the Annotated Code of Maryland (the "Public Information Act"). An Offeror must identify specifically those portions of its bid or proposal, if any, which it deems to contain trade secrets or confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by MSA and the State under the Public Information Act.

2.01.2 The opened bids shall be available for public inspection at a reasonable time after bid opening, but before contract award. Material that Bidder has designated as confidential shall accompany the Bid and shall be readily separable from the bid to facilitate public inspection of the non-confidential portion of the bid, including the Total Bid Price.

2.01.3 The decision regarding whether to release information requested pursuant to the requirements of the Public Information Act requires the Procurement Officer to make an independent determination whether information must be disclosed.

2.02 EXPENSES

MSA and the State are not responsible for direct or indirect expenses that a Bidder may incur in preparing and submitting a bid.

2.03 BIDDER’S AFFIDAVITS

2.03.1 Each Bidder shall complete and submit the Bid/Proposal Affidavit attached hereto as Attachment A with the Bidder’s Bid.

2.03.2 A successful Bidder will be required to complete a Contract Affidavit in the form attached hereto as Attachment N at the time of execution of the contract entered as a result of this IFB.

2.03.3 Conflict of Interest Affidavit.

(a) The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (“Conflicts Affidavit”) (**Attachment H**) and submit it with its Bid.

(b) By submitting a Conflicts Affidavit, the Contractor shall be construed as certifying all Contractor personnel and subcontractors are also without conflicts of interest as defined in Code of Maryland Regulations (“COMAR”) 21.05.08.08A.

(c) Additionally, a Contractor has an ongoing obligation to ensure that all Contractor personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, see COMAR 21.05.08.08.

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

2.04 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid, the Bidder accepts all the terms and conditions set forth in this IFB including all attachments.

2.05 MANDATORY CONTRACTUAL TERMS.

By submitting a bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the standard contract terms and conditions included in the Form Contract attached hereto as Attachment M. Any exceptions to this IFB or Attachment M must be clearly identified in the bid submitted. A bid that takes exception to these terms may not be reasonably susceptible of being selected for award.

2.06 PROCUREMENT REGULATIONS

The IFB and any contract entered into as a result thereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA’s procurement policies available online at www.mdstad.com.

2.07 MINORITY PARTICIPATION.

Minority Business Enterprises are encouraged to respond to this solicitation.

2.08 MULTIPLE CONTRACTS AND ASSIGNMENTS

Although it is anticipated that one contract will be awarded, MSA may elect to make an award to more than one Bidder. If more than one contract is awarded, the Contract Administrator (or its designee) will determine, in the Contract Administrator’s sole discretion, which Bidder will be retained to provide services required in accordance with the contract.

2.09 NO GUARANTEE OF WORK

No Contractor is guaranteed any minimum amount of work or compensation.

2.10 CONTRACT TERM

The Contract term shall commence as of a date to be specified in the Contract. The Contractor will provide explosive detection canine team services (see Scope of Services Section V) on an as-needed basis pursuant to a multi-year contract. The term of the contract will be three years (3). MSA shall have the option to renew the contract in its absolute and sole discretion for two additional one year terms.

2.11 RESERVED

2.12 ELECTRONIC FUNDS TRANSFER

By submitting a response to this IFB, the Bidder agrees to accept payments by electronic transfer unless the State Comptroller's Office grants an exemption. The selected Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (ETF) Registration Request Form. Any request for exemption must be submitted to the State's Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds Registration Form may be downloaded from:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/

2.13 AMENDMENT OR CANCELLATION OF IFB

The Issuing Office reserves the right to amend the IFB prior to the bid due date and time. Any amendments will be provided to prospective Bidders that were sent this IFB, or otherwise are known to the Procurement Officer to have obtained this IFB. Bidders will be required to acknowledge in writing the receipt of all amendments. In addition, MSA will post amendments to this IFB on the MSA's Web Page at: www.mdstad.com. MSA will send amendments made after the due date for bids only to those Bidders who submitted a timely bid.

Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

2.14 BID ACCEPTANCE; DISCUSSIONS

MSA reserves the right to 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 Bidders in any manner necessary to serve the best interest of MSA and the State. MSA also reserves the right, in its sole discretion, to award the contract based upon the written bid received without prior discussions or negotiations.

2.15 ORAL PRESENTATION

In support of their bids, Bidders may be required to make an oral presentation not more than two calendar weeks after the office has requested a Bidder to do so. Failure to be prepared to make an oral presentation within this period may prevent the Bidder's bid from receiving further

consideration. All oral representations will become part of the Bidder's bid and are binding if the Contract is awarded to the Bidder.

2.16 MULTIPLE BIDS

MSA will not accept multiple or alternative bids from a single Bidder.

2.17 PROTESTS

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to MSA's policies which can be accessed online at MSA's website at: www.mdstad.com.

2.18 BID OPENING

Bids will not be opened publicly. A live streaming of the results will be available at the time of Bid closing. A link to view the announced results will be made available on MSA's website. Please contact the Procurement Officer for further information on how to view the bid results.

2.19 REPRESENTATIONS

By submitting a bid in response to this IFB, the Bidder represents that (a) it is not in arrears in the payment of any obligations due to and owing to the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "**State Obligations**"), and (b) it is in compliance with all federal, State and local laws applicable to its activities and obligations under the Contract. Further, if selected for award, the Bidder agrees that these representations will continue in effect during the term of the Contract.

2.20 ORDER OF PRECEDENCE

The relationship between the parties will be embodied in the following documents listed in their order of precedence:

1. the executed Contract;
2. the Contract Affidavit;
3. the IFB;
4. the Bidder's bid.

MSA will not accept any modifications to the order of precedence provision of this solicitation. If the Bidder proposes any terms and conditions inconsistent with the requirements of the solicitation, the Bidder must clearly state those terms and conditions in its bid.

2.21 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**). SDT 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 submissions 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. The Bidder must be in good standing with the State of Maryland to receive a contract award.

2.22 TAX EXEMPTION

MSA is generally exempt from Federal excise taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. This exemption does not apply to any sale of tangible personal property, otherwise taxable, where a contractor is required to use, furnish, and install material to be used under a contract with the MSA for construction, repair, or alteration of real property.

2.23 RESERVED

2.24 MINORITY BUSINESS ENTERPRISES

The Office has not established a minority business enterprise subcontractor participation goal for this solicitation.

SECTION III MINIMUM QUALIFICATIONS

3.01 BIDDER QUALIFICATION FORM

The Bidder must complete a Contractor's Experience and Qualifications Form, (*see* Attachment G hereto) and submit it with documents in Section 8.03.

3.02 REFERENCES

Bidders must provide a minimum of three (3) professional references for work performed that was the same or similar to the work described in the Scope of Services in Section IV. In MSA's sole discretion, it may contact any reference Bidder provides, or other references of its own choice.

3.03 EXPERIENCE REQUIREMENTS

All EDC handlers must possess at least one (1) year of experience in military or law enforcement as emergency response operations in bomb squad, elite tactical or counterterrorism operations, OR have at least one (1) year of experience as an EDC handler with the Contractor.

3.03.1 All EDCs must:

a) be trained on live explosives in accordance with the standards of a nationally recognized certifying authorities, such as the International Police Working Dog Association (IPWDA) or North American Police Work Dog Association (NAPWDA), or equivalent regarding Person Borne Improvised Explosive Detection; and pass annual recertification tests, including the Department of Justice National Odor Recognition Test (DOJ NORT).

- b) have operational training to conduct explosive odor tracking in and around large, crowded venues such as stadiums, ballparks and arenas.
- c) be single purpose canine trained solely for explosive detection with no aggression or bite work introduced.

3.03.2 Contractor must provide a listing of all explosive odors that EDCs are currently trained and certified on. Listing must also include documentation that the Contractor has legal possession and storage (ATF license to possess high and low grade commercial and military explosives) for training, testing and certification.

3.03.3 Contractor's EDC services must be certified under the Department of Homeland Security's (DHS) SAFETY Act program.

Bidder shall be able to demonstrate that its Experience is comparable to the technical complexity required for commercial facilities. Experience officially gained by an individual Bidder prior to formation of a formal business entity may be considered when evaluating Bidder's minimum qualifications.

3.04 EMPLOYEE AND SUBCONTRACTORS' EXPERIENCE

Employees and subcontractors whom Bidder proposes to perform work under the contract awarded shall also have a minimum of three (3) years' experience performing explosive detection team services at commercial facilities that are the same or similar in nature to the requirements under this IFB.

3.05 RECORDS

Contractor must maintain documentation on file showing that teams have passed certification tests including the DOJ, National Odor Recognition Test.

Contractor will maintain employee files that include all training records, testing documents and copies of all certifications and licenses.

Training records, testing documents and certifications must be kept for a minimum of five (5) years. MSA will have the ability to inspect such files at any time during the agreement.

3.06 CONTRACT AWARD AT MSA'S DISCRETION

Satisfaction of the Minimum Qualifications does not guarantee a Bidder will be deemed responsible or have its bid deemed reasonably susceptible of being selected for an award. Determination of a Bidder's qualification for award is at the sole and absolute discretion of the MSA's Procurement Officer or designee.

3.07 SUBSIDIARY ENTITY QUALIFICATION

3.07.1 If the Bidder is a subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, experience and other documentation (i.e. insurance policies, bonds, letters of credit, etc.) used to meet minimum qualifications, shall pertain exclusively to the Bidder.

SECTION IV INTENTIONALLY OMITTED

SECTION V SCOPE OF SERVICES

5.01 SCOPE OF SERVICES

5.01.1 The Contractor shall provide all labor, materials, equipment, supplies freight, supervision and other resources as required to complete the work.

5.01.1.1 Contractor shall provide all necessary materials to ensure basic needs of EDCs are sufficiently met (food, water, waste removal, etc.) regardless of the length of tour.

5.01.1.2 Contractor shall provide clearly identifiable uniforms for EDC handlers that are presentable, and approved by the Authority.

5.01.2 Services to include, but not be limited to:

(a) Providing all EDCs imprinted to detect all five classes of military-grade explosives and homemade explosives (HMEs), including peroxide-based HMEs, triacetone triperoxide (TATP) and Hexamethylene triperoxide diamine (HMTD) at CYSC and parking facilities.

(b) Providing EDC teams to perform sweeps of their assigned area of responsibility, to include but not limited to facility entrances, parking lots, vehicles, walking pathways and pedestrians.

5.01.3 MSA will make every effort to schedule EDC teams at least 7 days in advance at the “standard rate”, however the contractor must be capable of deploying at least two (2) EDC teams within twenty-four (24) hours of MSA’s request to provide EDC services at the “premium rate”.

5.01.4 The Contractor, its subcontractors and employees must comply with all city, state, and federal rules, regulations, ordinances, and licensing laws, keep abreast of changing regulatory requirements, and meet the minimum requirements set forth in the IFB.

5.01.5 MSA will provide EDC teams with two-way portable radios for primary communications. Contractor will ensure EDC handlers have a mobile phone available during deployments as a secondary form of communication.

5.01.6 Reserved.

5.01.7 Reserved.

5.01.8 Emergency Response is typically non-scheduled or unplanned work. The Contractor must be able to respond to MSA’s request for emergency repairs 24 hours a day, 7 days a week, and respond within 2 hours of being contacted. The Contractor must provide MSA with emergency contact telephone numbers. The ability to respond when called out for an emergency is a condition of the contract, and once the award is made, the inability or failure to respond as needed will be considered as non compliance with the contract requirements, and could lead to termination of the contract.

5.01.9 MSA utilizes a computerized maintenance system (“CMMS”) for scheduling and planning work. The Contractor shall familiarize itself with the system regarding the specific services related to EDC services. The MSA will supply a computer work-station onsite and all applicable training necessary to enable the Contractor to enter data efficiently and accurately.

5.01.10 The Contractor must meet all Federal EPA, OSHA, and MDE guidelines.

5.01.11 MSA will determine the manpower requirements for any given project. The Contractor may be requested to make a recommendation based upon the particular requirements of any given project.

MSA reserves the right to perform any work called for in this contract by MSA forces or other contractual means.

5.02 STANDARD OF CARE

5.02.1 The Contractor shall perform the services:

- (a) With the standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder; and
- (b) In accordance with Maryland and applicable federal laws and regulations that govern MSA and its properties.

5.03 SITE INVESTIGATION

5.03.1 By submitting a bid, the Bidder acknowledges that it has investigated the conditions affecting the work, including but not limited to: transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, physical conditions of the site, the conditions of the ground, the character of equipment and facilities needed to and during prosecution of the work.

5.03.2 The Bidder further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this Contract, if applicable. Any failure by the Contractor to acquaint itself with the available information may not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. MSA assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by MSA.

5.04 STAFFING AND SUPERVISION

5.04.1 Contractor must be capable of deploying up to four (4) EDC teams for National Football League (NFL) and Major League Baseball (MLB) games as well as special events held at Camden Yards Sports Complex for four (4), six (6) or eight (8) hour tours of duty. The length of shifts will vary with events.

5.04.2 The above EDC staffing requirements are subject to change and may be increased or reduced at the sole discretion of the Authority.

5.05 COORDINATION

5.05.1 Contractor shall coordinate with MSA and its partners and vendors in carrying out its duties and responsibilities under this contract.

5.06 PERTINENT CONTRACT PROVISIONS

Bidder is directed to carefully review the form of Contract for terms and conditions for performance of work and provision of services, including but not limited to use of premises, working hours, protection of MSA property, safety, security, cleaning and unloading of materials.

5.07 WORKING HOURS

5.07.1 MSA will not pay an overtime, shift differential or holiday rate for hours worked under this contract, except when less than twenty-four (24) hours advance notice is given to the Contractor as described below.

5.07.2 MSA will make reasonable attempts to forward changes in EDC staffing needs to the Contractor at least 7 days in advance. Any EDC staffing request made by MSA in writing within 24 hours in advance will result in compensation to the Contractor at the EDC “premium rate.”

SECTION VI HAZARDOUS WASTE

6.01.1 The Contractor shall handle, store, transport and dispose hazardous waste materials in compliance with Federal and State hazardous waste laws, rules, and regulations.

6.01.2 The Contractor retains ownership/possession of all waste materials generated by their work and shall be wholly responsible for the cleanup of any contamination resulting from spills or mishandling of same. Waste materials must be packaged and labeled according to MDE/EPA and DOT regulations and must be removed from MSA property within 10 working days of completion of work. The Contractor shall make every effort to minimize the generation of hazardous waste.

6.01.3 The Contractor shall handle, store, transport and dispose of hazardous waste materials in compliance with Federal and State hazardous waste laws, rules, and regulations.

SECTION VII INSURANCE REQUIREMENTS

7.01.1 The Contractor and its subcontractors shall maintain Commercial General Liability Insurance or its equivalent (preferably applied separately to this Contract), for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an “occurrence” basis. Such Commercial General Liability policy shall include the following extensions:

- (i) Premises/Operations;
- (ii) Actions of Independent Contractors;
- (iii) Products/completed Operations to be maintained for two (2) years after completion of the contract;
- (iv) Contractual liability assumed under this contract;
- (v) 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).

7.01.2 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.

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

7.01.4 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.

7.01.5 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.

7.01.6 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.

7.01.7 **ADDITIONAL INSURED**S. MSA, the Baltimore Orioles Limited Partnership, the Baltimore Ravens Limited Partnership and the State of 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 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.

7.01.8 Insurance coverages required herein shall be in force throughout the Contract term and any renewal period. 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.

7.01.9 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 result.

7.01.10 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.

7.01.11 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.

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

SECTION VIII BID REQUIREMENTS

8.01 BID DELIVERY AND PACKAGING

Bidders may submit bids electronically in accordance with the instructions set forth below. *If a Bidder is unable to use electronic means for submitting a bid, alternative arrangements may be made by contacting the Procurement Officer for the timely receipt of a paper sealed bid.*

8.02 ELECTRONIC SUBMISSION

Electronic submittals will be received through MSA's third party e-procurement system, Negometrix. Instructions for registering for Negometrix and utilizing the e-procurement system are attached as **Attachment J**. Registration is free. Please refer questions to Negometrix Help Desk or the MSA Procurement Officer.

8.03 REQUIRED BID SUBMISSION DOCUMENTS

8.03.1 The following documents in PDF Format must be included with the Bid:

- (a) Acknowledgement of all addenda to this IFB.
- (b) Minimum **Qualifications Documentation**. Completed Contractor Experience and Qualification Form (**Attachment G**) and any other documentation required under Section III of the IFB.
- (c) Completed Required Attachments.
 - (i) Completed Bid Form (**Attachment B**);
 - (ii) Completed Bid Affidavit (**Attachment C**).
 - (iii) Completed Conflict of Interest and Disclosure (**Attachment H**).

8.04 CERTIFICATE OF INSURANCE

The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the bid submission date.

8.05 LEGAL ACTION SUMMARY

8.05.1 Bidder shall provide the following:

- (a) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
- (b) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;

(c) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

(d) In the event there is ongoing litigation and the Bidder has been directed by the court not to disclose information. Bidder shall provide the case number, judge assigned, and the court (name and location).

SECTION IX BID EVALUATION AND AWARD

9.01 BID EVALUATION CRITERIA

The Bids will be evaluated based on the *Total Bid Price*. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price submitted with the Bid on **Attachment B** (the “Bid Form”).

9.02 RECIPROCAL PREFERENCE

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

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

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

9.03 AWARD DETERMINATION

9.03.1 Award will be made to the responsible Bidder who submits to the MSA the responsive Bid that has the lowest Total Bid Price.

9.03.2 The MSA reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of MSA to do so unless the Bidder specifies in its bid that a partial or progressive award is not acceptable.

9.03.3 Tie Bids. Tie Bids will be decided pursuant to COMAR 21.05.02.14.

9.04 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR CONTRACT AWARD

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- (a) Signed contract (Attachment M),
- (b) Completed Contract Affidavit (Attachment N),

(c) Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section VII “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB Section 7.01.7.

(i) Additionally, apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of Section X (IFB Attachments and Appendices).

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ATTACHMENT A – RESERVED

ATTACHMENT B – BID FORM AND INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the MSA** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the MSA and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The MSA does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the MSA.

ATTACHMENT B – BID FORM

(See attached Bid Form in Excel SpreadSheet)

The Bid shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter or leave blank any items on the Bid Form. Failure to adhere to any of these instructions may result in the bid being determined non-responsive and rejected by the MSA.

Maryland Stadium Authority
Invitation for Bid Project No.: 21-009

CONTRACT TITLE: On-Call Explosive Detection Canine Team Services

BID DUE DATE:

In response to Invitation for Bids (IFB) MSA Project No.: 21-009 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 On-Call Explosive Detection Canine Team Services for the CYSC and parking lot facilities as indicated in this IFB, in accordance with the specifications detailed herein and all other contract documents for the prices shown below.

MSA 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.

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 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:

Date:

ATTACHMENT D – RESERVED

**ATTACHMENT E – CONTRACT OF INTEREST AND DISCLOSURE
AFFIDAVIT**

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, Consultant, consultant, or subconsultant 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 that 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 Consultant 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 F – CONTRACT FORM

**ATTACHMENT G – CONTRACTOR EXPERIENCE AND QUALIFICATIONS
FORM**

(SEPARATE ATTACHMENT)

ATTACHMENT H – CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number:

Address:

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

Name and Department ID Number:

Address:

C FINANCIAL DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION –I

FURTHER AFFIRM THAT:

I am aware of and the above business will comply with Election Law Article Title 14 Annotated Code of Maryland which requires that every person that enter 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 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.

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 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
 - (i) 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 Proposal Affidavit dated _____, 2020, 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: _____ (print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

**ATTACHMENT I. – CONTRACT
(SEPARATE ATTACHMENT)**

**ATTACHMENT J. – NEGOMETRIX INSTRUCTIONS
(SEPARATE ATTACHMENT)**