



**STATE OF MARYLAND**  
**MILITARY DEPARTMENT**  
 FIFTH REGIMENT ARMORY  
 BALTIMORE, MARYLAND 21201-2288

DATE: May 10, 2016  
 TO: Contractors  
 FROM: Cathie L. Nash  
 PHONE: (410) 234 - 3819 FAX: (410) 234-3820  
 RE: **MIL 16-033**  
**Security Camera Installation at MYC Building E4230**

The State of Maryland Military Department (DMIL) is issuing an invitation to bid (ITB) for Security Camera Installation. Please review the Terms and Conditions, Scope of Work (SOW), the Bid Affidavit and the Contract Affidavit for proper evaluation of your bid price. Your bid price must be all inclusive as no additional monies will be paid. FULLY completed the **Price Form** (ATTACHMENT A), the **Bid Affidavit** (ATTACHMENT B), the **Contract Affidavit** (ATTACHMENT C) and send all required documents requested in Section II "Minimum Qualifications" to me by email at: Please reference Contract Number MIL 16-033 in the subject line. [dl\\_procurement\\_dmil@maryland.gov](mailto:dl_procurement_dmil@maryland.gov) by **10:00 AM on May 26, 2016**. Bids may also be faxed to 410-234-3820 attention: Cathie L. Nash. **No late bids will be accepted.**

This ITB is being conducted in accordance with Section 13-104 of the State Finance and Procurement Article, Annotated Code of Maryland and COMAR 21.05.07. Specifically, the procurement method employed shall be Small Procurement.

The Basis of Award: Award will be made to the lowest responsible bidder submitting the lowest responsive bid. In order to make an award, a determination must be made by the procurement officer, that the recipient of the award is **responsible**; that they meet the minimum qualifications required for the contract. The lowest bidder shall submit all documents in accordance with the SOW, references, Bid and Contractor Affidavits, Proof of Insurance, and any others as requested.

**Pre-Bid Conference: 1:00 PM on May 18, 2016**  
**MYC (Building E4230 Beal Road, Gunpowder, MD 21010)**

**Site Visit: Immediately following the pre-bid conference Contractors will have the opportunity to tour the area described in the Scope of Work (SOW).**

If you have any questions regarding this solicitation, email them to Cathie L. Nash at: [DL\\_Procurement\\_DMIL@maryland.gov](mailto:DL_Procurement_DMIL@maryland.gov). Please reference Contract number MIL 16-033 in the subject line.

**MINORITY and VETERANS BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION**

## I. TERMS AND CONDITIONS

- A. Termination for Non-Appropriation. “If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.”
- B. Maryland Law Prevails. “The law of Maryland will govern the interpretation and enforcement of this Contract.”
- C. Disputes. “Disputes arising under this Contract will be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.”
- D. Changes. “This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).”
- E. Termination for Default “If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, will be governed by the provisions of COMAR 21.07.01.11B.”
- F. Nondiscrimination. “The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.”
- G. Anti-Bribery. “The Contractor certifies that, to the Contractor’s best knowledge, neither the Contractor, nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partner, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the law of any state or of the United States.”
- H. Termination for Convenience. “The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)”
- I. Registered to Do Business in Maryland. “The Contractor must be registered with the Maryland Assessments and Taxation and be in good standing”.

## II. PAYMENT TO THE CONTRACTOR

- A. Payment to the Contractor shall be made upon completion of the work by the Contractor and acceptance of the completed work by the State, as provided by Maryland law. Invoices must include the Purchase Order Number, the Contractor’s Federal ID#, the name of Armory or address where the work was provided and addressed to:

State of Maryland Military Department  
Room B-9  
5<sup>th</sup> Regiment Armory  
Baltimore, MD 21201

- B. Payments to the Contractor pursuant to the Contract will be made no later than 30 days after the State's receipt of an 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.
- C. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for same.

### **III. COMMUNICATION**

The Contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of this contract. Failure to respond to the Procurement Officer or their designee or the Contract Manager or their designee within 24 hours may jeopardize a Contractor's determination of responsibility and the bid may be rejected. Failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time will render the contract subject to termination for default.

### **IV. SITE VISIT**

- A. The DMIL strongly recommends each Contractor attend the pre-bid conference and the site visit. The site visit will be held immediately following the pre-bid conference.
- B. Each Contractor shall be permitted to examine the site and familiarize themselves with the full nature and extent of the work, ask questions and obtain answers to the SOW, and or obtain clarifications of the contract. It is the sole responsibility of the Contractor to familiarize themselves fully with the location of survey area and the surrounding area as well as the contents of the SOW. Failure to do so does not relieve the successful bidder from their obligations to comply with all aspects of this Bid package for the amount they specify as their Bid.

### **V. CONTRACT MANAGER**

The Contract Manager for the DMIL shall be:  
Rob Bishop  
Office: [410-234-3821](tel:410-234-3821)  
[Robert.bishop@maryland.gov](mailto:Robert.bishop@maryland.gov)

### **VI. PROCUREMENT OFFICER**

The Procurement Officer for the DMIL shall be:  
Cathie L. Nash  
Office Phone: 410-234-3819  
Fax: 410-234-3820  
Email: [DL\\_Procurement\\_DMIL@maryland.gov](mailto:DL_Procurement_DMIL@maryland.gov)

All questions concerning this *ITB* shall be directed the Procurement Officer via email.

## **VII. PROBLEM ESCALATION PROCEDURE**

The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

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### **VIII. MINIMUM QUALIFICATIONS**

1. The Contractor shall have been in the business of designing and installing security camera/system similar in size and nature for a minimum of one (1) year. The Contractor shall submit with their bid a minimum of two (2) references that the Agency can contact to verify the Contractor has been in business for a minimum of one (1) year designing and installing security systems/security camera. All references must include the following:
  - A. Company Name
  - B. Company address
  - C. Company phone number
  - D. Contact person (will be used to verify work completed)
  - E. Email address for Contact person (if available)
  - F. Date(s) work was completed
2. The Contractor shall have all licenses required by the State of Maryland and the Federal Government to perform the work specified in the Statement of Work (SOW). Submit copies of all licenses with bid documents.
3. General liability and workers compensation insurance. Submit copies of policies with bid.
4. List of Current or Prior State Contracts:

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- A. The State contracting entity;
- B. A brief description of the services/goods provided;
- C. The dollar value of the contract;
- D. The term of the contract;
- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

If no State contracts within the last five (5) years, provide a statement stating:  
**NO STATE CONTRACTS IN THE LAST FIVE (5) YEARS.**

## STATEMENT of WORK (SOW)

### 1. GENERAL INFORMATION:

- A. The DMIL is issuing this Invitation to Bid (*ITB*) to provide all labor, materials and supplies necessary to install security camera as per the specifications state below.
- B. It is the State's intention to obtain services, as specified in this *ITB*, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is for a one time contract and all work must be completed within 30 days of Notice to Proceed and all work must be guaranteed for a period of one year from the date of the completed installation.
- C. The DMIL intends to make a single award as a result of this *ITB*.
- D. Bidders, either directly or through their Sub-Contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of Sub-Contractor participation in the work.
- E. No unannounced visits shall be allowed prior to award. Should the Contractor need an additional site visit, the Contractor shall contact the Procurement Officer to request an additional site visit. Additional site visits shall be schedule on individual requests and only if time permits.
- F. All work shall be completed in a professional manner in accordance with industry standards.
- G. The Contractor shall be responsible for obtaining any and all permits that may be required for the SOW stated below and arranging for all inspections if required by the county or state.
- H. The Contractor will have access to the project area during regular working hours, Tuesday - Friday, 8:00 AM to 5:00 PM. Contractor shall coordinate access with the DMIL Contract Manager.

### 2. TYPE OF WORK:

- A. Contractor shall provide and install Cat6 Plenum cabling from the Video Monitoring Station to 1<sup>st</sup> Floor Network Closet, terminate as wall box next to the Monitoring Station with RJ-45 crimped end in Network Closet for direct connection to network switch, approx. 150 ft. run. See Attachment D for reference. All distances are approximate.
- B. Contractor shall drill holes through exterior wall in 16 designated places in preparation for cable runs to exterior mounted cameras. See Attachment D for reference. All distances are approximate.
- C. Contractor shall provide and install Cat6 Plenum cabling to extend from the building exterior at each hole drilled to the 2<sup>nd</sup> floor network closet, terminating with RJ-45 crimped ends on each side of each run, approx. 2000 total ft. of cable on the 2<sup>nd</sup> floor. Cable will be installed above existing drop ceiling and may require some drilling through interior cinder

block walls.

- D. Contractor shall weather proof exterior holes with silicone caulk or other appropriate materials.
- E. Contractor shall mount 16 AXIS P1425-LE Network Cameras supplied by DMIL over exterior holes per manufacturer's specifications and connect to exterior ends of cable runs.

### 3. SECURITY REQUIREMENTS

#### A. Contractor Personnel And Vehicles Access To The Base:

- a. Fully-enclosed, or hard-covered Commercial Vehicles, their operators and passengers must enter through the Commercial Inspection Lane on the main base access road, Rt. 24, Emmorton Rd. Individuals must have a valid Driver's License and the vehicle registration documents. (A commercial vehicle is defined as enclosed van, truck etc. used for a business that typically requires a longer time to inspect due to vehicle type.) Pickup trucks with open beds are typically easy to view and inspect do not have to enter through the Commercial Inspection Lane, despite the fact that they are otherwise commercial vehicles. Such open bed pick-up trucks follow instruction #2 below to enter the base and identification requirements of #2 also apply.
- b. "Open" commercial vehicles, such as open-bed pick-up trucks, etc. All personnel not in a commercial vehicle as defined in #1 above must go through the **Visitor Center** as opposed to the Commercial Vehicle Inspection Lane and have in their possession the following: valid driver's license, vehicle registration and building number of their destination. Personnel must have a valid photo ID (State ID, Passport, or authorized State Department work permits etc). State ID's and License that indicate "not valid for federal use" will not be accepted. (This means that the person did not present the required documentation from the I-9 Form to obtain the license in accordance with the Real ID Act). All personnel in the vehicle must enter through the Visitor Control Center (VCC). Passengers will be listed on the vehicle pass by the VCC. Personnel are subject to background checks. Those found to have a warrant for their arrest and/or found to be illegal aliens **will not be allowed on the installation and will be further processed.**

#### B. Employee Identification

- a. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- b. At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

#### C. Floor Plans

See Attachment D for floor plans.





**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all 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):

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**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):

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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).

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**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):

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**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)

**SUBMIT THIS AFFIDAVIT WITH BID**

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §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 \_\_\_\_\_, 201\_\_\_\_, 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)

**Submit THIS AFFIDAVIT WITH BID**

