



**Nancy K. Kopp**  
State Treasurer

**Bernadette T. Benik**  
Chief Deputy Treasurer

**INVITATION FOR BIDS  
(Small Procurement)**

**FOR**

**ONLINE INVESTMENT ACCOUNTING DATABASE  
IFB #IAD 05252021**

**BID DUE DATE: JUNE 8, 2021 BY 11:00 A.M. EASTERN DAYLIGHT TIME**

LOUIS L. GOLDSTEIN TREASURY BUILDING, 80 CALVERT ST., ROOM 109, ANNAPOLIS, MD 21401

410-260-7533 DIRECT • 800-974-0468 TOLL FREE • 800-735-2258 TTY • 410-260-7160 TREASURER • 410-260-7390 CHIEF DEPUTY TREASURER

410-260-7934 Administration • 410-260-7270 Banking Services • 410-260-7155 Debt Management • 410-260-7684 Insurance • 410-260-7100 Information Technology • 410-260-7120 Investments

## KEY INFORMATION SUMMARY SHEET

**Invitation For Bids  
(Small Procurement) for  
Online Investment Accounting Database  
IFB # IAD 05252021**

**Procurement Officer:** Cissy Blasi  
Tel.: (410)260-6382  
Fax: (410)974-3530  
Email: [cblasi@treasurer.state.md.us](mailto:cblasi@treasurer.state.md.us)

**Submit Bids to:** Maryland State Treasurer's Office  
Attn: Cissy Blasi  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401

### **SCHEDULE OF EVENTS**

Issue Date: May 25, 2021

Bids Due Date and Opening: June 8, 2021 at 11:00 a.m. Eastern Daylight Time (EDT)

Tentative Contract Award: June 11, 2021

**NOTICE:** A prospective Bidder who received this document from a source other than the Issuing Office or eMaryland Marketplace Advantage ("eMMA"), should immediately contact the Issuing Office and provide their name and email address in order that amendments to the IFB or other communications can be sent to them. A prospective Bidder should also register on eMMA at: (<https://procurement.maryland.gov>). Any prospective Bidder who fails to register on eMMA assumes complete responsibility in the event that they do not receive amendments to the solicitation prior to the closing date.

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## **SECTION I – STATEMENT OF WORK**

### **1.1 Summary Statement**

The Maryland State Treasurer's Office (STO) is soliciting bids for an online Investment Accounting Database that will be used for reporting and tracking investments. The \$10 billion investment portfolio currently includes approximately six hundred (600) positions in seven (7) custody accounts, across sixty (60) funds, with an average of sixty (60) trades per month. All investment transaction activity (including buys/sales/calls/maturities/interest receipt, accrued interest, amortization/accretion) is posted to the database daily.

Investment positions include the following investment types: Money Market Mutual Funds, Local Government Investment Pool, Repurchase Agreements (Repo-overnight & term tracked separately), Reverse Repo, Certificates of Deposit (CDs), Variable Rate Notes (step-ups, step downs, index plus), Municipals, Corporate Commercial Paper, U.S. Government Agencies, U.S. Treasuries/strips, and Supra-nationals.

Select portfolio metrics are calculated and reported daily.

### **1.2 Scope of Work - Requirements**

1.2.1 The proposed Investment Accounting Database shall provide the following:

- a) A database to be used for institutional portfolios
- b) Investment Policy compliance testing reports
- c) The ability to download information suitable for generating investment accounting entries
- d) Data and/or report(s) with the ability to be downloaded in Comma-Separated Values (CSV)
- e) MS Excel file formats (Reporting data elements should be configurable, and able to be retained and shared between users for repeat usage)

1.2.2 Portfolio Tracking Metrics- must have the capability of tracking the portfolio by using the following metrics:

- a) Portfolio Metrics
  - 1) Fund
  - 2) Investment type
  - 3) Custodian
  - 4) Maturity
  - 5) Maturity remaining (for maturity distribution reporting)
  - 6) Broker on trade
  - 7) Weighted average maturity
  - 8) Market value
  - 9) Cost
  - 10) Gain/loss

- 11) Accrued Income/interest
- 12) Yield
- b) Broker metrics:
  - 1) Ability to flag Brokers (disabled veteran, minority, etc...)
- c) Investment metrics:
  - 1) Investment number/identifier
  - 2) Cusip
  - 3) Investment type
  - 4) Maturity Date
  - 5) Par
  - 6) Price
  - 7) Market value
  - 8) Cost
  - 9) Gain/loss
  - 10) Accrued Income
  - 11) Yield
  - 12) Settlement Date
  - 13) First coupon date
  - 14) Coupon/interest rate
  - 15) Broker on trade
  - 16) Coupon frequency

1.2.3 Reporting- the bidder must have the ability to produce the following required reports within 24 hours of request, via electronic delivery:

- a) Investment Inventory
- b) Income Projections
- c) Earned Income Detail
- d) Asset allocation
- e) Detail Transaction
- f) Total Receipts
- g) Portfolio Statistics
- h) Lottery
- i) Repo holdings percentage per broker

1.2.4 Reporting- the bidder will acknowledge the ability to produce the following desirable reports within 24 hours of request, via electronic delivery, if applicable:

- a) Investment Risk Monitoring-by broker
- b) Broker activity
- c) Portfolio Statistics by Weighted Average Maturity

1.2.5 The proposed database must meet the following technical requirements:

- a) Compatibility with all major web browsers:
  - 1) Edge
  - 2) Edge – Chromium
  - 3) Chrome
- b) Compatibility with the most recent Microsoft operating systems with regular

- system updates provided to ensure compatibility on future operating systems
- c) Supports TLS encryption 1.2 or higher
- d) All data must be encrypted at AES256 bit at rest and in-transit
- e) Database level data will use TDE encryption

- 1.2.6 Should the proposed database be a cloud-based solution (SaaS), the following technical requirements must be met:
  - a) The proposed system will follow CIS level 1 Security benchmarks (or benchmarks)
  - b) Windows Security updates will be applied monthly
  - c) Cloud Providers must be compliant with security-oriented laws and auditing programs, including SOC 2 Type 2, Safe Harbor, ISO 27001, and SAS70 Type II
  - d) All security reports will be provided to the contract agent upon request
  - e) Cloud applications should be configurable, customizable and meet the needs of the business unit
- 1.2.7 The bidder must submit with its bid a screenshot or sample of each of the metrics and reports identified by its corresponding section. (eg. Report-Investment Inventory 1.2.3a)

### **1.3 Bidder Qualifications**

- 1.3.1 Bidder must have a minimum of Five (5) years of experience providing successful implementation and support of an Investment Accounting and Analytics Solution. The solution referenced must be/have been used by a company or agency with a portfolio equivalent to the State Treasurer's Office portfolio as designated in ¶ 1.1.

Experience of individual personnel in the company or firm shall not count towards the required five (5) years of experience for the Contractor as a firm or business.

- a) Bidder shall provide with its Bid, a minimum of three (3) references from customers within the most recent five (5) years, that can attest to the Bidder's experience and solution success.
- 1.3.2 Bidder shall have experience in providing and supporting Investment Accounting and Analytics solutions to government agencies (Federal, State or Local).
  - a) Bidder shall provide with its Bid, a minimum of one (1) reference from an applicable government representative within the most recent three (3) years, that can attest to the Bidder's relevant experience.
- 1.3.3 Bidder shall be an authorized licensed distributor of the proposed solution and have direct access to manufacturer's technical support.
  - a) Bidder shall provide documentation from the issuing authority with its Bid.
  - b) Bidder shall provide the manufacturer's technical support contact information with its Bid.

### **1.4 Term of Contract**

The initial term of the Contract shall be for a period of one-year **beginning on \_\_\_\_\_**. The Contract will also contain an option to renew with the same terms and conditions for one additional year, or until such time that the Small Procurement cap of \$50,000 is reached. Exercise of the unilateral renewal option shall be at the sole discretion of the Treasurer or the Treasurer's designee.

## **SECTION II – BID FORMAT**

### **2.1 Transmittal Letter**

A brief transmittal letter prepared on the bidder's business stationary should accompany the bid. The letter must be signed by an individual authorized to bind the selected bidder to all statements, including services and prices contained in the bid. The transmittal letter should also indicate that, if selected, the bidder will execute a contract materially the same as Appendix B.

### **2.2 General**

Provide evidence of the ability to meet and carry out the requirements in Section I, 1.2 Scope of Work – Requirements, and Section 1.3 Bidder Qualifications.

### **2.3 Bid Form**

Each bidder must submit by **11:00 a.m. EDT on Tuesday, June 8, 2021**, a completed and signed Bid Form (Appendix A). The Bid Form must be signed by an individual authorized to bind the bidder to all terms and conditions of this IFB and the agreements contemplated hereunder.

### **2.4 Bid Affidavit**

All bids must be accompanied by a completed Bid Affidavit. A copy of the Affidavit is included as Exhibit 1 to the IFB.

The State reserves the right to reject any conditional bid(s).

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## **SECTION III – SOLICITATION GENERAL INFORMATION**

### **3.1 Procurement Method**

The Contract arising out of this IFB (the “Contract”) will be awarded in accordance with the small procurement process under COMAR 21.05.07.

### **3.2 Issuing Office and Procurement Officer**

Maryland State Treasurer’s Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, MD 21401  
Procurement Officer: Cissy Blasi  
Phone: (410)260-6382  
E-mail: cblasi@treasurer.state.md.us

The sole point of contact for purposes of this Invitation for Bids (the “IFB”) is the Procurement Officer. The Procurement Officer may designate others to act on her behalf. The Office may change the Procurement Officer or the limits of her authority at its sole discretion.

### **3.3 Use of eMaryland Marketplace Advantage**

eMMA is a free electronic commerce system administered by the Maryland Department of General Services. The IFB and all other solicitation-related material will be provided via eMMA. Subscribers will receive solicitation notifications as well as solicitation update/change order notifications. It is recommended that all bidders interested in doing business with Maryland State agencies subscribe to eMMA. Go to: <https://procurement.maryland.gov>, click on “Login and Register for eMMA” under Quick Links to begin the process and then follow the prompts. Registration must be completed in order to receive a contract award.

### **3.4 Questions and Inquiries**

All questions and inquiries should be directed to the Procurement Officer identified above.

### **3.5 Submission Requirements**

**To be considered, the bids must be received at the Issuing Office no later than 11:00 a.m. EDT on 8<sup>th</sup> day, June, 2021.** Bidders are to submit their bids in hard copy form to the Procurement Officer at: Maryland State Treasurer’s Office 80 Calvert Street, Room 109 Annapolis, Maryland 21401 ATTN: Cissy Blasi. The bid will then be date stamped and placed in a secure location.

Requests for extension of this bid date or time will not be granted. Bidders should allow sufficient delivery time to ensure timely receipt at the Issuing Office. Bidders are solely responsible for the timely submission of their bids and are expressly advised that Bids received after the time and place designated in ¶3.8 will be deemed a late bid and may not be considered.

### **3.6 Revisions to IFB**

The Office reserves the right to amend this IFB at any time prior to the submission deadline. If it becomes necessary to revise this IFB at any time prior to the submission deadline, the Office will provide amendments to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Bidders will be required to acknowledge in writing the receipt of all amendments.

### **3.7 Cancellation of the IFB: Rejection of all Bids**

The Office may cancel this IFB, in whole or in part, or may reject all bids submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

### **3.8 Bid Opening**

Bids for this solicitation are being accepted solely in hard copy format only. The Bids will be due to the Maryland State Treasurer's Office at 80 Calvert Street, Room 109 Annapolis, MD 21401 ATTN: Cissy Blasi on the 8<sup>th</sup> day, June, 2021 at 11:00 a.m. EDT. The contract shall be awarded to the responsible Bidder that submits the lowest responsive bid, meeting all specifications. Bids may be modified or withdrawn by written notice received by the Procurement Officer before the deadline. Bids will be opened by the Procurement Officer directly following the deadline for the receipt of bids. Bids may not be submitted by email or facsimile. The Office shall tabulate the bids or make a bid abstract. The Office shall make available for public inspection opened bids at a reasonable time after bid opening, but in any case, before contract award, except to the extent a bidder designates trade secrets or other proprietary data to remain confidential.

### **3.9 Bid Acceptance: Discussions**

The Office 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 interests of the State of Maryland. The Office also reserves the right, in its sole discretion, to award a contract based upon the written bids received without prior discussions or negotiations.

### **3.10 Basis for Award**

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bids and who submitted the most favorable bid price determined by the Office to represent the

lowest cost to the State. In determining the most favorable bid price, the Office will use the fees submitted on the Bid Form and Pricing Sheet as Appendix A.

### **3.11 Contract Affidavit**

All bidders are advised that if a Contract is awarded as a result of this solicitation, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes in Exhibit 2. This Affidavit need not be submitted with a bidder's bid. For purposes of completing Section "B" of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside the State of Maryland is considered a "foreign" business.

### **3.12 Incurred Expenses**

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB, including costs incurred in making an oral presentation, if required.

### **3.13 Access to Public Records Act Notice**

A bidder should give specific attention to the identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The Office may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The Office may require payment of such fees before releasing the requested information.

### **3.14 No Guarantee of Work**

Bidders are not guaranteed any minimum amount of work or compensation.

### **3.15 Acceptance of Terms and Conditions**

By submitting a bid in response to this IFB, the bidder (a) accepts all of the terms and conditions set forth in this IFB, and (b) represents that it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"). If selected for award, the bidder agrees (a) that it will comply with all federal, State and local laws applicable to its activities and obligations under the contract, (b) that it shall not become in arrears under any State Obligation during the term of the contract, and (c) to all terms and conditions set forth in the form of contract included as Appendix B to this IFB.

### **3.16 Order of Precedence**

The contract between the parties will be embodied in the Contract documents, which will consist of the following, listed in their order of precedence:

1. the Contract;
2. the IFB; and
3. the Contractors bid.

Modifications to the order of precedence provision of this solicitation will not be accepted.

### **3.17 Contract Officer**

The contract Officer monitors the daily activities of the contract and provides technical guidance to the selected bidder (the "Contractor"). The State Contract Officer for this Contract is:

Gwen Yount  
Maryland State Treasurer's Office  
Deputy Director of Investment Services  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401  
[gyount@treasurer.state.md.us](mailto:gyount@treasurer.state.md.us)

## APPENDIX A – BID FORM AND PRICING SHEET

To: Maryland State Treasurer's Office  
Attn: Cissy Blasi, Procurement Officer  
Email: [cblasi@treasurer.state.md.us](mailto:cblasi@treasurer.state.md.us)

Bidder:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Fixed cost for use and support of an Online Investment Accounting Database \$\_\_\_\_\_ monthly.

In compliance with the IFB and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above bid and to bind his/her principal to the obligations contemplated thereunder.

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(typed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**  
**CONTRACT FOR Online Investment Accounting Database**

**THIS CONTRACT** (the “Contract”), is made as of the 8th day of June, 2021 by and between [Firm Name and Address] (the “Contractor”), and the **MARYLAND STATE TREASURER’S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the “Office”).

The Parties agree as follows:

**Article I. Scope of Services**

- 1.1 The Office hereby engages the Contractor to provide \_\_\_\_\_ as described in the attached, which are incorporated herein:

Exhibit A: Maryland State Treasurer’s Office Invitation to Bid (Small Procurement) for Online Investment Accounting Database, IFB # IAD 05252021;  
Exhibit B: Contractor’s Bid dated June 8, 2021; and  
Exhibit C: Bid Affidavit and Contract Affidavit.

This Contract and the Exhibits shall constitute the scope of services provided under this Contract. If there are inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there are any conflicts among the Exhibits, Exhibit A shall control.

**Article II. Term of Contract**

- 2.1 The initial term of the Contract shall be for a period of one-year **beginning on \_\_\_\_\_**. The Contract also contains a unilateral option to renew with the same terms and conditions for one additional year, or until such time that the Small Procurement cap of \$50,000 is reached. Exercise of the unilateral renewal option shall be at the sole discretion of the Treasurer or the Treasurer’s designee.

**Article III. Payment and Performance**

- 3.1. The total compensation for services to be rendered by the Contractor shall be paid in accordance with this Contract and the Bid Form and Pricing Sheet as Appendix A hereto.
- 3.2. All invoices for goods and services for the Office shall be submitted to:

Maryland State Treasurer’s Office  
Accounts Payable  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401

- 3.3. Payments to the Contractor shall be made no later than 30 days after receipt by STO of monthly invoices from the Contractor. The Contractor's Federal Tax Identification Number shall appear on invoices. The Contractor's Federal Tax Identification Number is . 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, as from time to time amended, are prohibited

#### **Article IV. General Conditions**

- 4.1. Compliance with Law. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.
- 4.2. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall 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.
- 4.3. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- 4.4. Disputes. Disputes arising under this Contract shall 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.
- 4.5. Changes. This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).
- 4.6. 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, shall be governed by the provisions of COMAR 21.07.01.11B.
- 4.7. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- 4.8. 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 partners; 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 laws of any state or of the United States.

- 4.9. 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).
- 4.10. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

Maryland State Treasurer's Office  
Attn: Cissy Blasi  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, MD 21401

Contractor: \_\_\_\_\_  
\_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

**ATTEST:**

**(Contractor's Name)**

\_\_\_\_\_

By:\_\_\_\_\_

**WITNESS:**

**MARYLAND STATE TREASURER'S  
OFFICE**

\_\_\_\_\_

By:\_\_\_\_\_

Bernadette T. Benik  
Chief Deputy Treasurer

Approved for form and legal sufficiency  
for the Maryland State Treasurer's Office:

\_\_\_\_\_  
David P. Chaisson  
Assistant Attorney General

**BID 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 hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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 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 or 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 or 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 or 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder 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 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 or 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 or 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) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### G. SUB-CONTRACT 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 or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer 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 Maryland Department of Labor, 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. I FURTHER AFFIRM THAT:

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

#### N. 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 or 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)

**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 items):

- (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 the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

### 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 enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (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 ALCOHOLFREE 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 or offer, 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), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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\_\_\_\_\_2021, 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.

By: \_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name: \_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title: \_\_\_\_\_

Date: \_\_\_\_\_