



SUBMIT Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) BID TO: Purchasing and Materials Management Section 7005 Aviation Boulevard Glen Burnie MD 21061	INVITATION FOR BID MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND AVIATION ADMINISTRATION PURCHASING AND MATERIALS MANAGEMENT SECTION
Bid Title: Emergency Meal Service at Baltimore/Washington International Thurgood Marshall Airport BID SUBMISSION IS DUE: July 8, 2021 at 2:00 P.M. BID OPENING Date/Time: July 8, 2021 at 3:00 P.M.	IFB NO: BWI-22-001-S
SITE VISIT: N/A DEADLINE FOR QUESTIONS: All questions must be submitted in writing via email or fax and received not later than <u>June 18, 2021 at 2:00 P.M.</u> CONTACT PERSON: Julianna Ferrara PHONE: 410-859-7376 FAX: 410-859-7323 E-MAIL ADDRESS: jferrara@bwiairport.com	ISSUE DATE: June 4, 2021

**NOTICE TO BIDDERS/OFFERORS
 SMALL BUSINESS RESERVE PROCUREMENT**

In accordance with the Governor’s Executive Order 01.01.2021.01 dated January 6, 2021, this procurement has been advertised as a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 – 14-505, Annotated Code of Maryland, and that are certified by the Governor’s Office of Small, Minority, and Women’s Business Affairs Small Business Reserve Program are eligible for award of a contract.

However, if small businesses do not show interest in this solicitation, the Procurement Officer has the right to remove the SBR designation via an Addendum posted on eMMA.

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SECTION A – GENERAL CONDITIONS OF INVITATION FOR BID

One Original Bid Submission shall be received by the issuing office. Late bids will not be considered. The vendor's Bid Submission shall be submitted, in a sealed envelope identifying the IFB Number and title, and clearly marked "Bid/Proposal". MDOT MAA shall not accept submittals that are late regardless of the method of shipment or delivery. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. This includes but is not limited to those delivered by US Postal Service, FedEx or any other delivery service. Bids submitted by email or facsimile will NOT be accepted. Bids submissions are to be sent to the following address:

Purchasing & Materials Management Section
7005 Aviation Blvd
Glen Burnie, MD 21061
ATTN: Julianna Ferrara
IFB NO: BWI-22-001-S

Hand Delivery is Recommended

All items are to be quoted F.O.B. destination and include all shipping, handling and administrative charges. MDOT MAA will NOT accept multiple alternate bids for this solicitation.

The bid is submitted with the understanding that the Bidder shall comply with the attached MDOT MAA Terms and Conditions for Purchase Orders over \$50,000.00 and all State of Maryland Procurement Regulations in effect at the time of submission and the instructions provided herein.

The Bidder shall acknowledge in writing the receipt of all amendments, addenda and changes issued.

This procurement is being conducted as a competitive sealed bid. The award will be to the lowest responsive bid from a responsible bidder in whole or in part at the States discretion. Bids are irrevocable for 120 days. All bids must be in US Dollars.

Each Bidder before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

MBE firms are encouraged to respond to this solicitation notice.

By submitting a response to this bid, a Bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract, if selected for contract award. **Vendor shall be registered in good standing with Maryland Department of Assessments and Taxation (SDAT) to receive contract award exceeding \$50,000.00. To check status or for additional information, go to the SDAT website at**

<http://www.dat.maryland.gov/Pages/sdatforms.aspx>.

The MDOT MAA reserves the right to reject any and all bids and/or waiver minor irregularities if in its judgment, the interest of the MDOT MAA may so require.

The State of Maryland requires all contractors to be registered to receive State payments by electronic funds transfer (EFT) before any contract exceeding \$200,000 is approved by the Maryland Board of Public Works. If you want to receive all payments from the State using the EFT Program, request more information, or request Form X-10, please call 1-888-784-0144 or by email at www.gad@comp.state.md.us.

If there should be any concerns regarding this IFB, please contact Julianna Ferrara, Purchasing and Materials Management Section at 410-859-7376.

eMaryland Marketplace Advantage (eMMA) is an electronic commerce system administered by the Office of State Procurement. In addition to using other means for transmitting the IFB and associated materials, the solicitation and summary of the pre-bid conference, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMMA. **In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://emma.maryland.gov>, click on "Register" to begin the process, and then follow the prompts.**

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ATTACHMENT A – PRE-BID CONFERENCE RESPONSE FORM

The Maryland Department of Transportation, Maryland Aviation Administration will hold a **pre bid conference on June 11, 2021 at 10:00 A.M.** This meeting will occur via Microsoft Teams using the following link or phone number: [Microsoft Teams Pre-Bid](#) / 443-409-5228; conference ID #236 636 453. Attendance is not mandatory, but interested bidders are encouraged to attend. A **public bid opening will** be held on July 8, 2021 at 3:00 P.M. This meeting will occur via Microsoft Teams using the following link or phone number: [Microsoft Teams Bid Opening](#) / 443-409-5228; conference ID #323 516 417 .

Solicitation Number	BWI-22-001-S
Solicitation Title	Emergency Meal Service at Baltimore/Washington Thurgood Marshall Airport

Please return this form by **June 9, 2021 at 4:00 P.M.** advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Procurement Officer Name: Julianna Ferrara

E-mail: JFerrara@bwiairport.com

Please indicate:

Yes, the following representatives will be in attendance.
Attendees (Check the IFB for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

No, we will not be in attendance.

Bidder:

Bidder Company Name (please print or type)

By:

Signature/Seal

Printed Name:

Title:

Date:

NOTICE TO VENDORS - NO-BID NOTICE
Maryland Wants to Do Business with You

The Procurement and Materials Management Section (PMMS) of the Maryland Department of Transportation Maryland Aviation Administration has solicited your participation in the Invitation for Bid process for IFB No. BWI-22-001-S. To help us improve the quality of State bid and proposal solicitations, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please complete the following and return this form to Maryland Aviation Administration, Procurement and Materials Management Section, 7005 Aviation Boulevard., Glen Burnie MD 21061, via email at: JFerrara@bwiairport.com.

I. If you have responded with a "No Bid" please indicate the reasons below:

<input type="checkbox"/>	Other commitments preclude our participation at this time.
<input type="checkbox"/>	The subject of the contract is not something we normally provide.
<input type="checkbox"/>	Do not have the necessary equipment, labor and capital required.
<input type="checkbox"/>	Do not have the experience necessary to perform the work.
<input type="checkbox"/>	The specifications are either unclear, or too restrictive. Please explain in remarks section.
<input type="checkbox"/>	Doing business with Government is simply too complicated.
<input type="checkbox"/>	We cannot be competitive. Please explain in Remarks section.
<input type="checkbox"/>	Time for completion is too short.
<input type="checkbox"/>	Bonding and/or Insurance requirements are prohibitive. Please explain in Remarks section.
<input type="checkbox"/>	Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in remarks section.
<input type="checkbox"/>	Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in Remarks section.

II. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone: _____

Address: _____

NOTE: Complete this form only if you do not intend to bid or wish to express concerns or comments. MDOT MAA is interested in improving its competitive bid process and your comments are important to this endeavor. A "No Bid" reply does not remove you from the bidder's list. Thank you for your help.

SECTION B – SUMMARY STATEMENT

The Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) is issuing this Invitation for Bids (IFB) to procure a Contractor to provide Emergency Meal Services from November 1, 2021 to October 31, 2023.

The contract award is for a Not to Exceed amount of \$200,000.00. In the event the spending authority (total cost of contract) has been expended prior to reaching the original termination date, the Administration reserves the right to rebid the contract.

This contract includes a provision authorizing an extension for a reasonable, limited, and defined time to spend funds remaining on the contract as provided in Board Advisory 1995-1.

It is the State's intention to obtain services, as specified in this IFB, from a Contract between the successful Bidder and the State. The anticipated duration of services to be provided under this Contract is two (2) years from Notice to Proceed (NTP).

The State is issuing this solicitation for the purposes of providing information to Bidders interested in preparing and submitting bids to meet MDOT MAA's requirement for the portable toilet and cleaning services.

The contract shall be awarded to the responsible bidder that submits the lowest responsive bid based upon the specifications. MDOT MAA intends to make a single award as a result of this IFB.

PRE-BID MEETING

A pre-bid will be conducted via Microsoft Teams. To join the meeting, use the following link or call in phone number: [Microsoft Teams Pre-Bid](#) / 443-409-5228; conference ID #236 636 453.

QUESTIONS AND ANSWERS

Written questions from prospective Bidders will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the address provided on page one of this IFB. Please identify in the subject line the Solicitation Number and Title. Please submit questions before the question's deadline listed on page one of the IFB. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. If time permits, answers to all substantive questions that have not previously been answered, will be posted on eMMA as an addendum to the IFB.

CONFLICT OF INTEREST

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Section G) and submit it with its Bid.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03

INSURANCE REQUIREMENTS

The Contractor shall be responsible for indemnifying MDOT MAA, the State of Maryland, The Maryland Department of Transportation, (MDOT), and their authorized officers, directors, agents, employees, volunteers, and representatives for any and all operations authorized under this Contract and as set forth.

Commercial General Liability insurance shall be a limit of not less than Two Million Dollars (\$2,000,000) for each occurrence.

Commercial Automobile Liability Insurance

Non-Restricted Areas (Areas accessible to the General Public): A limit of not less than One Million Dollars (1,000,000) for each accident.

Workers’ Compensation Coverage shall be at statutory limits as required by the laws of the State of Maryland.

Employer’s Liability The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

MDOT MAA must be named as an insured and the coverage can be for the duration of the work.

The Holder’s address is:

Maryland Aviation Administration
PO Box 8766
BWI Airport, MD 21240-0766

The State of Maryland, MDOT, and the MAA and their employees and authorized agents are included as Additional Insured under Commercial General Liability as required by written contract.

- Contractor shall deliver to the MDOT MAA upon execution of this contract accurate and true certificate of insurance which shows that the above coverage has been procured, that the MDOT MAA has been named as an additional insured under the insurance above and that the policies will not be canceled, terminated or modified without 60 day prior written notice to the MDOT MAA. In the event the state receives a notice of non-renewal, the contractor must provide MDOT MAA with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. The certificate of insurance is acceptable in lieu of true copies of policies if all policy exclusions are noted on the certificate or through attachment to the certificate by the policy writer.
- If, at any time, the required insurance is canceled or terminated, and is not modified or reinstated within 30 day period; the MDOT MAA may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the contractor.

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TECHNICAL PROVISIONS

TP-1.01 Scope of Work

- A. The Contractor shall provide all necessary skills, labor, supervision, tools, equipment, materials, supervision, and expertise to provide emergency meal services, during weather events such as snow and ice, at Baltimore/Washington International Thurgood Marshall (BWI Thurgood Marshall) Airport in accordance with these specifications.
- B. The term “Administration” is used throughout these specifications and means the MDOT MAA’s Contract Administrator or a designee, or other management personnel. The phrases “the Contractor shall provide” and “at no additional cost to the Administration” mean that there shall be no separate line item for compensation and that the cost shall be factored into any unit cost as stated in the specifications.

TP-1.02 Contractor Qualifications

- A. The Contractor must have five (5) years of current experience as a company working in the catering business and directly providing emergency catering service similar in size, response time requirements and nature to the service requested herein. The five (5) years of experience shall have occurred since 2016. All work must be performed by the successful bidder. The Administration shall not accept the experience of individual employees or combinations of employees as company experience. The Contractor shall submit documentation demonstrating the five (5) year current experience, including company, address, contact person, telephone number, and term of the contract, description, and amount.
- B. The Contractor shall be required to operate and prepare all food and beverages provided under this contract from a licensed food service facility kitchen.
- C. The Contractor shall submit its qualifications on the **Experience Questionnaire**. If the **Experience Questionnaire** is not submitted with the bid or at the request of the Administration following bid opening, the Administration reject the bid as non-responsive and proceed to the next lowest responsive bid from a responsible bidder.

TP-1.03 Duration

- A. This contract shall remain in effect for a period of (2) two years from November 1, 2021 to October 31, 2023. The contract award is for a Not to Exceed amount of \$200,000.00.
- B. In the event the spending authority (total cost of contract) has been expended prior to reaching the original termination date, the Administration reserves the right to rebid the contract.
- C. This contract includes a provision authorizing an extension for a reasonable, limited, and defined time to spend funds remaining on the contract as provided in Board Advisory 1995-1.

TP-1.04 **General Information**

- A. The Administration does not guarantee the Contractor that its services will be used consistently. The quantities provided in the **Bid Document** are for bidding and for rate-establishment purposes. Approval of actual work schedule is at the sole discretion of the Administration and subject to schedule adjustments, depending on the requirements of the Administration. Catering services listed in the Bid Document are estimated averages, not guaranteed numbers of events.
- B. Prior to submitting a bid, each Contractor shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any alleged misunderstanding of the work to be performed. By submitting a bid, it is understood that the prices are in agreement with all the items and conditions referred to herein. The Contractor shall be responsible to become acquainted with conditions relating to the scope of the work and restrictions pertaining to the execution of the work under the Contract and shall thoroughly examine and be familiar with the Specifications. This includes, but is not limited to, becoming knowledgeable about the locations of the various buildings and areas included in this contract. The Contractor shall also take full responsibility for obtaining information concerning the conditions at all locations that may affect the Contractor's work. The failure or omission of the Contractor to receive or examine any form, instrument, addendum or other document, or to become acquainted with the existing conditions, shall in no way relieve the Contractor of any obligations with respect to the bid or to the contract. The Contractor shall determine the work conditions and shall assume all risks and responsibilities and shall complete the work in and under any conditions he/she may encounter or create, without additional cost to the Administration.
- C. The services to be provided under this procurement consist of providing a variety of individually prepared hot meals for breakfast, lunch and dinner, for approximately 100 to 180 personnel during emergency weather events. The number of personnel indicated in the **Bid Document** is not a guaranteed order quantity, as the actual meals to be served may be higher or lower depending on workforce requirements. The order will be submitted prior to each event with the final accurate prepared meal-requirement quantity.
- D. The Administration shall provide the Contractor with four (4) hour notice to allow time to prepare and set-up operations. Notice shall include the time of the required service, the number of meals to be delivered, and the type of meals to be served. Meal service shall continue throughout the event. If at all possible, advance notice may also be provided to the Caterer 24 hours prior to the event. Advance notice shall advise about the likelihood of an upcoming event.
- E. By responding to this solicitation, the Contractor shall agree and understand that the Administration shall have full and final authority for, but not necessarily limited to, the following:
1. Determination of start and completion regarding each event
 2. Review of spreadsheet used to track MDOT MAA personnel meal usage
 3. Ordering additional equipment and/or services
 4. Disapproval of the use of certain equipment, personnel, materials, services, and/or procedures;
 5. Hours of work;
 6. Days of work; and

7. Stopping project assignments for reasons of safety or general airport operations.
- F. The Contractor is responsible for understanding and knowing the requirements specified in this contract, as well as providing the services as described in the contract. The Contractor shall provide expert knowledge and shall take the initiative to provide recommendations to enhance the required services at no additional cost to the Administration.
- G. The Administration may contact the Contractor at any time to report the need for emergency catering service and the Contractor shall respond according to the requirements described herein no matter how severe of a weather event. Failure to respond within the time specified may result in default of the Contractor. If the Contractor is unable to respond within the requested timeframe, the Administration may also elect to employ an alternate Contractor to perform the necessary work. In the event that an alternate Contractor is not available, the Administration may purchase food for the emergency event. The Contractor shall be liable for the cost to have an alternate Contractor to perform the necessary work or the cost to the Administration to purchase food for the emergency event.
- H. The Contractor shall have sole responsibility for the health and safety of his employees. This responsibility shall include the selection of protection level(s) and enforcement of safety rules and policies according to accepted industry standards.
- I. Upon the Administration's request and/or within 24 hours of any reported safety incident involving the Contractor, the Contractor must complete a safety inspection and provide the safety report to the Administration.
- J. The Administration shall not be held liable for the manner in which the Contractor protects, constructs, or otherwise handles equipment, materials, and waste.
- K. The Contractor shall be required to work with the Administration's Contract Support and Building Maintenance Sections and any Divisions or third-party firm(s) as assigned by the Administration. The Contractor may be requested to assist with record keeping of work completed, reporting of statistics, etc., at no additional cost to the Administration.
- L. The Contractor and its personnel must be knowledgeable of and adhere to all Federal, State, and local laws, codes, MDOT MAA Directives and Policies, industry standards and practices, environmental regulations, and manufacturers' recommendations as it relates to catering service and work performed under this contract.
- M. This Contract is subject to various audits. The Contractor shall be available to assist and fully comply with any audit requests in a timely manner.

TP-1.05 **Best Practices**

- A. The Contractor shall ensure that the most appropriate and cost-effective work practices are utilized while caring for the Administration's property and work completed under this contract as best management practices may require.

- B. The Contractor shall ensure that the most appropriate equipment is utilized while caring for the Administration's property and work completed under this contract as best management practices may require.
- C. The Contractor shall provide timely guidance to achieve proper service and make recommendations at no additional charge to the Administration regarding the areas covered under this contract.
- D. The Contractor shall arrange work schedules at the appropriate time for the services that are required (e.g. upcoming weather emergency). Contractor shall recognize the critical nature of completing all required services in a timely manner and employees' work hours shall be adjusted in consideration of inclement weather. Contractor shall monitor weather conditions to adjust schedules to complete work without causing impairments to contractual requirements. The Administration shall be notified of all modifications to the expected schedule and shall approve such modifications during emergency events.
- E. All Contractor personnel performing service in the presence of Administration employees shall observe standards of discipline satisfactory to the Administration at all times while on duty. Any employee or operator who, in the opinion of the Administration, fails to observe and maintain satisfactory standards, security, conduct, discipline, or performance shall at the request of the Administration be removed from working on this contract.

TP-1.06 **Pre-Work Conference**

A pre-work conference shall be scheduled between the Administration and the Contractor to discuss planning, proposed personnel, schedules, material sources, equipment, site coordination, contact information, procedures, and other matters essential to the satisfactory performance of the work within one month prior to the NTP of this Contract. At a minimum, the Contractor's Project Manager shall attend this conference. If deemed necessary, regularly scheduled meetings may continue prior to any project(s) at a frequency determined by the Administration. Attendance at the conference and regularly scheduled meetings shall be at no additional cost to the Administration.

TP-1.07 **Contractor's Responsibilities**

- A. All work performed under this contract shall be carried out under the direction of the Administration. The Contractor in the course of its work under this contract is responsible to maintain continuous communications and coordination with the Administration.
- B. Emergency meal services shall be completed with Administration oversight. At no additional cost or obligation to the Administration, the Administration may request the recommendation of the Contractor. This may include recommendations regarding evaluation of the current emergency

meal catering program and recommendations for any other possible modifications or improvements related to the catering activities.

- C. **The Administration shall notify the Contractor at least four (4) hours prior to each emergency meal event and will attempt to provide as much notice as possible prior to the first meal requested to be served.** The Contractor shall acknowledge notification and immediately confirm receipt of requirements. Individually packaged hot meals to be served are generally for approximately 150 to 180 employees; however, this amount is subject to change and there is no minimum or maximum guarantee.
- D. Individually Boxed Hot Meals shall be delivered to two locations:
1. **MAC Building Cafeteria at 7001 Aviation Boulevard, Glen Burnie, MD 21061. The Cafeteria has a kitchen with ample parking, storage, and refrigerators.**
 2. **Field Maintenance (FMX) at 1005 Air Cargo Service Road, BWI Airport, MD 21240**
- E. The Emergency Meal Service Program shall take into considerations the following factors:
1. **Food Requirements (quantities, hot or cold meals, boxed meals, etc.)**
 2. **Health Requirements (diabetic, low-sodium and low-fat options) and**
 3. **Religious and Cultural Requirements (vegetarian options).**
- F. The Contractor is responsible for providing two (2) employees at each location (MAC Building Cafeteria and Field Maintenance) for a minimum of one and a half (1.5) hours to assist with distribution of the individually prepared hot meals. The Contractor's employees must wear disposable gloves at all times when serving/handling food.
- G. The Contractor shall ensure that individually prepared meals arrive hot and are stored in a way as to maintain consistent serving temperature for at least four (4) hours.
- H. Below are the preferred menus and various items to be provided. These menus are examples of what the Contractor shall provide during each mealtime. No lunch and dinner main courses shall be repeated within a 4 (four) day or time period, unless prior approval is provided by the Administration.
- I. The Contractor shall provide sample menus for each meal and boxed meal as an attachment to the Experience Questionnaire per TP-1.02.

THE BELOW MENUS ARE EXAMPLES OF THE TYPES OF INDIVIDUAL MEALS

Breakfast:

1. Scrambled eggs w/ breakfast potatoes, and bacon
2. Scrambled eggs w/ breakfast potatoes and turkey sausage
3. Pancakes w/ breakfast potatoes and bacon

4. Breakfast burrito, side of salsa, potatoes (burrito is stuffed w/ scrambled eggs, cheese, broccoli, tomatoes, onion, and bacon)
5. Belgium waffle w/ potatoes and fruit

Condiments and Beverages included with each individual meal:

Fresh fruit
Jelly
Syrup
Butter
Ketchup
Hot Sauce
Fork knife packets w/ napkin and salt and pepper
Wet Naps
Bottled Water
Bottled Orange or Apple Juice

Lunch:

1. Hot turkey platter (open faced hot turkey sandwich served w/ mashed potatoes and covered w/ gravy)
2. Hot roast beef platter (open faced hot roast beef sandwich served w/ mashed potatoes and covered w/ gravy)
3. Cheese steak wraps (tender beef grilled w/ peppers and onions smothered w/ provolone cheese, wrapped in tortilla wrap) served w/ kettle chips.
4. Chicken Parmesan sub served w/ kettle chips
5. Meatball Sub served w/ kettle chips
6. Chicken Caesar Salad w/ grilled chicken
7. Greek salad w/ grilled chicken

Condiments and Beverages included with each individual meal:

Cup of soup and crackers
Dessert item (cookie, brownie, etc.)
Mayonnaise
Ketchup
Mustard
Hot Sauce
Relish tartar
Fork knife packets w/ napkin and salt and pepper
Wet Naps
Bottled Water
Bottled Drink (ex, Coke, Pepsi, Dr. Pepper, Iced Tea, etc.)

Dinner:

1. Homemade Lasagna
2. 12-inch cheese or pepperoni pizza
3. Chicken parmesan dinner w/ noodles
4. ½ roasted chicken w/ red roasted potatoes, and veggie of day
5. Meatloaf dinner w/ mashed potato and gravy and veggie
6. Crab Cake Dinner 2 crab cakes w/ baked potato and veggie
7. Chicken alfredo pasta dinner

Condiments and Beverages included with each individual meal:

Rolls and Butter

House salad with dressing (Italian, Blue Cheese, Ranch, French, two (2) types of light dressing)

Dessert item (cookie, brownie, cheesecake, etc.)

Fork knife packets w/ napkin and salt and pepper

Wet Naps

Bottled Water

Bottled Drink (ex, Coke, Pepsi, Dr. Pepper, Iced Tea, etc.)

BOXED MEAL OPTION

Approximately 30% of each meal may be requested to be provided in a boxed meal format, or as discussed between the Contractor and the Administration. This shall provide meal service to those employees that are unable to receive the regularly scheduled meal service.

The boxed meals shall be placed in the refrigerators at BMX and FMX and shall only be distributed to MDOT MAA authorized personnel as determined by the Contract Administrator. Boxed meals shall include a sandwich, chips or pretzels, a piece of fruit, a 16 ounce bottle of water, a bottled drink (ex, Coke, Pepsi, Dr. Pepper, Iced Tea, etc.), a dessert item (i.e. cookie, brownie, etc.), salt & pepper, mayo, ketchup and mustard packets, napkins and utensils.

Boxed meals shall be packed into Administration approved individual boxes (one [1] durable Barn Take-Out box) and shall be delivered in containers to be distributed by the Administration. The boxed meals shall be varied at each event and shall include varieties that are simple to store, distribute and safe to consume during emergency weather events. Type of boxed meals may include sandwiches made with ham, turkey, beef, fried chicken, Italian cold cuts, or any other popular meat/cheese/vegetable varieties.

TP-1.08 Contract Administration

- A. The Administration shall assign a Contract Administrator to administer the day-to-day functions and communications between the Administration and the Contractor. The Administration shall submit the name and phone number of the respective Contract Administrator to the Contractor as well as other management personnel that may have authority to request work and information.

- B. The monitoring of the performance of this Contract is vested in the Administration's Contract Administrator, designee, and higher supervision. The Contract Administrator, designee and higher supervision shall decide any and all questions, which may arise under the Contract, including but not limited to quality and acceptability of materials furnished, work performed, and also the manner of performance and rate of progress of the work.
- C. The Contractor in the course of its work under this contract is responsible to maintain continuous communications and coordination with the Administration.
- D. When contract specifications mention "under the direction of the Administration" or require Administration notification, etc., it is referencing the Contract Administrator or another authorized person.
- E. All work requiring the shutdown of any BWI Thurgood Marshall system or any portion thereof must have the prior approval of the Administration.

TP-1.09 **Communications**

- A. The Contractor shall establish a communications link with the Administration for the duration of this contract. The Contractor must provide a home/office phone number or answering service where the Administration can contact or leave a message on a 24-hour, seven (7) days a week basis.
- B. The Contractor must also provide the Administration an e-mail address where work requests can be forwarded, or other exchanges of information may occur.
- C. Routine day-to-day correspondence for administering the contractor may be conducted by general mail, fax or e-mail between the Contractor and Contract Administrator.
- D. Official correspondence regarding notices, demands, claims, etc. shall be made by express mail (FedEx, USPS, UPS, etc.) to the Administration as follows:

**Maryland Aviation Administration
Procurement & Materials Management
7005 Aviation Boulevard
Glen Burnie, MD 21061**

TP-1.10 **Personnel and Supervision**

- A. The Contractor shall assign a Project Manager to the work. This individual shall be a permanent employee of the Contractor and shall be the Administrations' contact for all aspects of the work.
- B. The Contractor shall provide supervised and fully trained for all phases of this contract.

- C. The Contractor shall provide adequate qualified replacement personnel to ensure that during vacations, sick time, jury duty and any other occasion that may keep routine personnel from the job, scheduled and emergency work will be completed as required.

TP-1.11 Compensation to Contractor

- A. The Contractor shall be compensated on a per meal or per item basis using per person fees in accordance with rates found in the **Bid Document**.
- B. The Contractor shall not receive any payment whatsoever for standby labor, travel time, equipment, and/or materials utilized for meals included in the emergency meal program.
- C. Service delays in excess of 15 minutes shall result in the reduction of the payment of the delayed meal service by 50%.
- D. The Administration reserves the right to withhold not more than 50% of the contract amount due the Contractor if work is incomplete or not properly completed as determined by the Administration, until the work is completed and approved by the Administration.

TP-1.12 Records and Invoices

- A. In accordance with section SP-1.22 Payments and Invoices, all invoices or correspondence pertaining to invoices shall be identified with the Contract number and either emailed to the MAA Accounts Payable (AP) department at maaacctpayable@bwiairport.com; or forwarded to the following address:

**Maryland Aviation Administration
Accounts Payable Department
P.O. Box 8789
BWI Airport, MD 21240-0789**

Note: The Administration's AP Department prefers to receive invoices and correspondence pertaining to invoices via the email address provided.

- B. Contractor shall include the Vendor Federal Tax I.D. number or the Social Security Account number on the invoice submitted.
- C. The Contractor shall submit invoices within 20 days of the end of the previous calendar month, unless otherwise instructed by the Administration in writing. Invoices will be considered late if they are submitted in excess of 45 days after the work has been completed.
- D. The Administration reserves the right to request electronic versions of all invoices submitted to the Administration Accounts Payable (AP) Department and/or to the Contract Administrator. This

practice is intended to facilitate invoice approval and payment to the Contractor, as well as accurate record keeping of all services provided.

- E. Each emergency event shall be invoiced individually, based upon the number and type of meal provided. No invoices shall be combined for several events.
- F. The Administration shall work with the successful contractor in preparing acceptable invoice and spreadsheet templates.

TP-1.13 **Laws to be Observed**

The Contractor shall perform all phases of the scope of work in accordance with the following codes and regulations:

- A. The NFPA No. 101 Life Safety Code of the latest edition;
- B. State of Maryland Fire Prevention Code;
- C. Maryland State Department of Health Regulations for eating and drinking establishments, as interpreted by the Environmental Health Services Section of the State Health Department;
- D. Rules and Regulations of Baltimore/Washington International Thurgood Marshall Airport;
- E. Code of Maryland Regulations Volume XXIV Title 26 Environment, Part 2 Subtitle 13 Disposal of Controlled Hazardous Substances; and/or,
- F. Code of Federal Regulations 49CFR171.2 Subchapter C Hazardous Materials Regulations.

TP-1.14 **Familiarity with Laws, Etc.**

The Contractor shall be familiar with all Federal, State, local and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding shall be considered due to ignorance thereof. If the Contractor shall discover any provision in the Specifications or other Solicitation Documents which is contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he shall immediately report it to the Procurement Officer in writing.

TP-1.15 **Administration Quality Assurance**

- A. The Contractor shall be held strictly to the contract and allowable tolerances in regard to quality of materials, workmanship, and the diligent execution of the contract. All materials and each part or detail of the work shall be subject at all times to inspection by the Administration.

- B. The Administration shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- C. The Administration reserves the right to make, or cause to be made, such inspections and tests deemed advisable to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the Administration may immediately demand that the Contractor place equipment in a condition to meet the requirements. If the Contractor fails to comply with such demands and/or the contract document requirement, within a reasonable time, the Administration may, by written notice to the Contractor, terminate his right to proceed further with this work.
- D. Each phase of the services rendered under this contract is subject to Administration inspection during both the Contractor's operations and after completion of the operation.
- E. The Administration's Quality Assurance Surveillance Program is not a substitute for quality control by the Contractor. All findings of unsatisfactory or non-performed work shall be brought to the attention of the Contractor. All costs associated with rework are the responsibility of the Contractor.
- F. The Administration reserves the right to choose various inspection methods in its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.
- G. Contractor's personnel shall provide first class work and meet Administration's approval. Any rework shall be completed immediately and at the Contractor's expense.
- H. All impairments and critical deficiencies shall be reported to the Administration's Contract Administrator or other designee immediately.

TP-1.16 COVID-19 Safety Requirements

In order for each of us to do our part to mitigate the spread of COVID-19 and protect our coworkers, all individuals who are reporting to an MDOT worksite are required to be aware of and comply with the following:

1. **Face Coverings** are required to be worn at all times while in indoor MDOT facilities as well as on outdoor job sites where social distancing cannot be maintained. Face coverings shall comply with CDC guidance and must cover the nose and mouth and fit snugly. Individuals who report to work without a face covering must not be allowed to work on jobs that require them. Individuals with underlying medical conditions that prevent the wearing of face coverings must contact the MDOT MAA Contract Manager or MDOT's Office of Human Resources to discuss possible alternatives.

2. **Social Distancing** is necessary whenever possible when meeting or working in person with others. Social distancing does not relieve the requirement to wear face coverings indoors. Social distancing means to maintain a distance of at least 6 feet between individuals.
3. **MDOT Vehicles** should have no more than two occupants per vehicle where operationally feasible. All occupants shall wear face coverings while in the vehicle and sit as far apart as possible.
4. **Facility Access Questionnaires** shall be answered thoroughly and accurately. A “yes” response to any question will result in the individual being denied access. If access is denied, they shall contact their employer or MDOT’s Office of Human Resources for further direction. MDOT expects individuals who are working at MDOT worksites to follow the CDC guidelines while on-site, and encourages individuals to follow them at home, to prevent the spread of disease. These guidelines include:
 - Wash your hands often with soap and warm water for at least 20 seconds
 - Use an alcohol-based hand sanitizer with at least 60 percent alcohol if soap and water are not available
 - Cover your coughs and sneezes with a tissue, your sleeve, or your elbow
 - Avoid touching your eyes, nose and mouth
 - Clean and disinfect frequently touched objects and surfaces using standard cleaning practices
 - Avoid close contact with people who are sick
 - If you are sick, stay home, except when seeking medical care

Failure to adhere to these expectations may result in your removal from working on the contract.

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SECTION C – BID WORKSHEET

All prices are fully loaded prices, that includes all cost/expenses associated with the provision of this IFB. The bid price shall include but is not limited to all: profit/overhead, general operating administrative, freight and all other expenses necessary to provide the item listed in the Bid Worksheet. No other amount will be paid to the Contractor.

In preparing its Bid, the Contractor shall not include with the Bid any stipulation(s) or qualification(s). The MDOT MAA shall reject any Bid that contains stipulations and qualifiers and proceed to the next lowest, responsive bid from a responsible bidder.

Part I: All Inclusive Per Person Meal Costs

Type of Meal	Rate	
Breakfast:	\$	per person
Lunch:	\$	per person
Dinner:	\$	per person
Boxed Meal:	\$	per person
Total Cost:	\$	per person

The **undersigned** acknowledges receipt of all addenda to the Bid Documents.

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the IFB, which would require rejection of bid.

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE OF SIGNER: _____

COMPANY NAME: _____

FEDERAL ID #: _____ TELEPHONE NO: _____

EMAIL: _____ FAX NO.: _____

REMIT TO ADDRESS: _____

DATE OF BID _____ eMaryland Marketplace Advantage Vendor ID #: _____

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EXPERIENCE QUESTIONNAIRE

1. How many years of experience does your catering company have delivering the required meals within 4 hours of notification any time of the day, any day of the week during inclement weather emergencies such as snow and ice events, from the start of the event to the conclusion of the event?

2. Please provide a brief written description of how you will keep the boxed food warm until served.

3. Please provide a list of companies that you have provided similar services (during weather emergencies) with four (4) hour response time to:

Company: _____

Period Covered: _____

Address: _____

Contact Person: _____

Telephone Number: _____ email address: _____

Company: _____

Period Covered: _____

Address: _____

Contact Person: _____

Telephone Number: _____ email address: _____

Company: _____

Period Covered: _____

Address: _____

Contact Person: _____

Telephone Number: _____ email address: _____

4. The Contractor shall provide sample menus for each meal and boxed meal as an attachment to the Experience Questionnaire.

_____ Yes _____ No

5. The Contractor is capable of responding according to the requirements described herein no matter how severe of a weather event.

_____ Yes _____ No

6. Have any contracts for catering services held by your organization ever been canceled or terminated for default? If so, give details on separate sheet:

_____ Yes _____ No

SECTION D – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

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

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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal

law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1)The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a)It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b)It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2)The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

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

certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

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

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

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____ Date: _____

Title _____ Date: _____

SECTION E CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

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 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, 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 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 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 _____, 20____, 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)

SECTION F – TERMS AND CONDITIONS OVER \$50,000

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION**

This Purchase Order, with any attachments, shall constitute the entire agreement and contract between the vendor, as named on the face, and the Maryland Aviation Administration, hereinafter may be referred to as “MAA”. The scope of work, or materials, or equipment, or supplies, to be provided shall be specified in the body of this Purchase Order, or as stated in the specific conditions attached.

Payment shall be made upon presentation of a proper invoice in accordance with Sections 15-101 through 15-105 of the State Finance and Procurement Article, Annotated Code of Maryland.

Incorporation by Reference.

“All terms and conditions of the solicitation, and any amendments thereto, are made part of this contract.”

Tax Exemption.

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

Specifications.

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

Delivery and Acceptance.

“Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor’s control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.”

If the Contractor fails to make delivery in accordance with its quoted time frame, and the MAA is required to obtain the needed goods or services on the open market, the Contractor shall be liable for any excess costs to the MAA.

Non-Hiring of Officials and Employees.

“No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employees include matters relating to or affecting the subject matter or this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract”.

Non-Discrimination in Employment.

“The Contractor agrees not to discriminate in any matter against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.”

Financial Disclosure.

“The Contractor shall comply with State Finance and Procurement Article, §13221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business”.

Political Contribution Disclosure.

“The Contractor shall comply with Election Laws 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 or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election” **Anti-Bribery.**

“The Contractor warrants that neither it nor any of its officers, director, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state of the federal government.”

Registration.

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

Contingent Fees

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

EPA Compliance.

“Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.” **Occupational Safety and Health Act (OSHA)**

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

Convenience.

“Upon written notice to the Contractor, the State may terminate this contract, in whole or in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and shall reasonable cost associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A92).”

Termination for Default.

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

Disputes.

“This contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall process diligently with the performance of the contract in accordance with the Procurement Officer’s decision.” **Multi-Year Contracts.**

“If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate 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.”

Intellectual Property

“Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, costs or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract. This provision of this contract shall be governed by the laws of Maryland.”

Maryland Law Prevails.

“Contractor agrees to include on the face of all invoices billed to the State, it’s Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number of all other types of organizations.”

Contractor must include the Purchase Order Number on the face of all invoices billed to the MAA.”

Pre-existing Regulations.

“The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.”

Indemnification.

“The state shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this agreement.”

Conflicting Terms.

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

“The Contractor warrants that the Contractor shall comply with COMAR 21.11.08, and that the Contractor shall remain in compliance throughout the term of this Purchase Order.”

The MAA Procurement Officer unilaterally may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Purchase Order. If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for, or the time required for, the performance of any part of the work under this Purchase Order, and equitable adjustment shall be made and the Purchase order modified in writing accordingly. Each change that results in an increase in cost shall be subject to prior written approval of the Procurement Officer and other appropriate authorities as required by Maryland Law and shall be subject to available appropriation. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this Purchase Order prior to their delivery, it shall be the responsibility of the Contractor to notify the Procurement Officer at once, indicate in their letter the specific regulation which required an alternation. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby or to cancel the contract at no expense to the state.

The State reserves the right to solicit separate bids if a particular quantity requirement arises which exceeds the State’s normal requirements as provided in the solicitation or exceeds an amount specified in this Purchase Order.

All items shipped pursuant to this Purchase Order shall be new, never previously used, and the current model of the item unless specifically stated otherwise in this Contract.

“A State contract is not transferable, or otherwise assignable, without the written consent of the Procurement Officer provide, however, that a Contractor may assign monies receivable under a contract after due notice to the State.”

Pursuant to Section 14-401 of the State Finance and Procurement Article of this Annotated Code of Maryland, the procurement agency shall give a percentage preference to the lowest responsible and responsive bid from a Maryland firm over that of a non-resident firm if the state in which the non-resident firm is located gives a resident business preference. The percentage of preference awarded under this section shall be the same as the awarded by the state in which the non-resident firm is located. This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract.

The State of Maryland requires all contractors to be registered to receive State payments by electronic funds transfer (EFT) before any contract exceeding \$200,000 is approved by the Maryland Board of

Public Works (BPW). If you want to receive all payments from the state using the EFT program, request more information, or request form X-10, please call 1-888-784-0144 or email at jad@comp.state.md.us

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SECTION G - CONFLICT OF INSTREST AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of Interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.
- F. Any former and/or current employees of the State of Maryland must comply with the State Ethics law and with State Law on secondary employment if applicable.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SECTION R – SMALL BUSINESS CONTRACT AFFIDAVIT

**Maryland Department of Transportation
SMALL BUSINESS CONTRACT AFFIDAVIT**

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the minimum qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 2021, and executed by me for the purposed 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.

Small Business Qualification Number: _____

Date of Most Recent Qualification by GOSBA: _____

By: _____
Signature (Authorized Representative and Affidavit)

Date