



MARYLAND MILITARY DEPARTMENT

Small Procurement Solicitation
COMAR 21.05.07

SOLICITATION NO. MMD 23-040

Issue Date: January 27, 2023

Facilities Master Plan for the Maryland Military Department

MINORITY BUSINESSES, SMALL BUSINESSES, and VETERAN BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve procurement for which award will be 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 certified in eMaryland Marketplace Advantage for the Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation;

AND

D. Either:

(1) With respect to employees:

- (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
- (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
- (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
- (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years;

OR

(2) With respect to gross sales:

- (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace Advantage.

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**STATE OF MARYLAND
NO BID NOTICE**

In order to help us improve the quality of State solicitations and to make our procurement process more responsive and business-friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: Facilities Master Plan for the Maryland Military Department
Solicitation No: MMD 23-040

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

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

ATTENTION: PLEASE EMAIL THE COMPLETED FORM ONLY

**STATE OF MARYLAND
MARYLAND MILITARY DEPARTMENT
KEY INFORMATION SUMMARY SHEET**

Small Procurement Solicitation: Facilities Master Plan for the Maryland Military Department

Solicitation Number: MMD 23-040

Solicitation Issue Date: January 27, 2023

Issuing Office: MARYLAND MILITARY DEPARTMENT

Procurement Officer: Shareda Holifield
Fifth Regiment Armory
29th Division Street
Baltimore, MD 21201
Phone: 410-350-1967
e-mail: shareda.holifield2@maryland.gov

Cut-off Date for Q &A: February 16, 2023 at 5pm EST/Local Time

Closing Date and Time: February 28, 2023 at 5pm EST/Local Time

Term of Service: Six (6) months with a Six (6) months option

Options Yes

MBE Subcontracting Goal: 0%

MBE Split Goals: N/A

VSBE Subcontracting Goal: 0%

Small Business Reserve: Yes

Federally Funded Yes

1 OBJECTIVE:

The Maryland Military Department (MMD or Department) is soliciting bids to procure the following:

A Contractor to update and create a Facilities Master Plan for the Maryland Military Department.

2 BASIS OF AWARD

This procurement is being conducted in accordance with Section 13-104 of the State Finance and Procurement Article and the Small Procurement Regulations in Code of Maryland Regulations (COMAR) 21.05.07.

The basis of the award shall be the lowest responsive bid price from a responsible Bidder.

3 BID SUBMITTAL INFORMATION

All bids, affidavits, and/or responses to attachments shall be submitted through eMaryland Marketplace Advantage (eMMA) under the eMMA solicitation number listed on the Key Information Sheet. Bids must be uploaded into eMMA by the due date and time for consideration. **No late bids will be accepted.**

Multiple or alternate bids will not be accepted unless otherwise stated in the solicitation documents.

4 MINIMUM QUALIFICATIONS

4.1 The Bidder shall have been in business providing the requirements of this solicitation for a minimum of one (1) year. The Bidder shall submit a minimum of two (2) references of similar projects that MMD can contact to verify this information with its bid. All references must include the following:

- 4.1.1 Company Name
- 4.1.2 Company address
- 4.1.3 Company phone number
- 4.1.4 Name of a contact person
- 4.1.5 Email address for the contact person
- 4.1.6 Date(s) and scope of work that was completed

4.2 The Bidder shall have all professional licenses required by the State of Maryland and the Federal Government to perform the work specified in the Statement of Work (SOW), if applicable. Submit copies of all professional licenses with bid documents, if applicable.

4.3 The Bidder shall maintain the following types and minimum levels of insurance coverage throughout contract performance, and shall submit copies of policies with bid:

4.3.1 Commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury, and \$2,000,000 annual aggregate. The minimum required limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

4.3.2 Worker's Compensation Insurance - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million

dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

Note: The Procurement Officer shall hold the insurance certificates for the duration of the Contract. The State shall have the absolute right to terminate the Contract if any insurance policy is canceled at any time for any reason, and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation. The Contractor must provide the State with notice of cancellation and the new policy within fifteen (15) days of cancellation.

5 SCOPE of WORK (SOW)

5.1 General Information:

- 5.1.1 The MMD is issuing this Small Procurement Solicitation to provide all labor, materials, and supplies necessary to update and create a Facilities Master Plan for the MMD as per the specifications stated below.
- 5.1.2 The MMD intends to make a single award as a result of this IFB.
- 5.1.3 The MMD strongly recommends each Contractor attend the informational conference and the site visit if offered. If your company needs any special accommodations at the site visit and informational conference, please inform the Procurement Officer by email with your RSVP.
- 5.1.4 Each Contractor shall be permitted to examine the site, familiarize themselves with the full nature and extent of the work, ask questions, obtain answers to the SOW, and obtain clarifications of the Contract. It is the Contractor's sole responsibility to familiarize themselves thoroughly with the contents of the SOW. Failure to do so does not relieve the successful Bidder from its obligations to comply with all aspects of this solicitation package for the amount they specify as their Bid Price
- 5.1.5 All questions concerning this Small Procurement Solicitation shall be directed to the Procurement Officer listed on the key information summary sheet.
- 5.1.6 It is the MMD's intention to obtain services, as specified in this Small Procurement Solicitation, from a Contract between the selected Bidder and the MMD.
- 5.1.7 The anticipated duration of services to be provided under this Contract is for six months, and all work must be completed within six months. The awarded Contractor is expected to complete the Contract as timely as possible, regardless of the length of time allowed for completion. A six month option may be unilaterally be exercised by the MMD and MMD's Contracting Officer's Representative (COR) at no additional cost to the Department.
- 5.1.8 All work shall begin within 10 days of Notice to Proceed, unless a different date is approved by the Procurement Officer, and all work must be guaranteed for at least a period of one year from the date of the completed work.
- 5.1.9 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation, and the successful Bidder shall remain responsible for Contract performance regardless of subcontractor participation in the work.

- 5.1.10 No unannounced visits to the work site are allowed prior to award. Should the Bidder need a site visit, the Bidder shall contact the Procurement Officer to request a site visit. Additional site visits shall be scheduled at the Procurement Officer's discretion, based on individual requests and only if time permits.
- 5.1.11 The Bidder shall be responsible for obtaining any and all permits required for the SOW stated below and arranging all the inspections needed by the county or State, if applicable.
- 5.1.12 The Bidder will have access to the project area, if needed, during regular working hours, Tuesday-Friday, 6:30 AM to 5:00 PM. Contractor shall coordinate access with the MMD's COR.

5.2 Location, Purpose and Background:

- 5.2.1 The location for all work to be performed will be generally perform work offsite. However, the selected contractor will attend and fully participate in project coordination meeting at regular intervals as coordinated with MMD's Contracting Officer's Representative (COR).
- 5.2.2 The purpose of the Contract is to update a qualified Contractor to update the current state facilities master plan (MMD Facilities Master Plan 2016-2025, published May 2015). This document is a state requirement governed by policy of Maryland's Department of Budget and Management (DBM). Specifically, all state agencies are required to collect, project, and analyze data, identify their facility needs, and develop recommendations to meet these needs over a 10-year period. Facility master plans are required to be reviewed periodically and updated and re-submitted every five years from the prior date of publication.

5.3 Qualifications and Type of Work:

- 5.3.1 Since the current document was published more than seven years ago, this update is overdue. The plan update shall be conducted deliberately, carefully, and thoughtfully, but with attention paid to completion within the shortest possible timeline consistent with the requirements and complexity task. The Department shall engage a qualified contract partner to assist in the collection, analysis, and use of data to update the plan. The Contractor shall provide substantial technical writing and document layout support to ensure a complete, well-written, suitable plan document for submission to DBM and circulation among other MMD partners.
- 5.3.2 The resulting plan should be entirely consistent with and supporting of current departmental plans and planning documents, and with current and anticipated federal planning documents (e.g., 25 Year TAG Capital Investment Strategy (CIS), annual Real Property Development Plans (RPDP), planned and programmed military construction (MILCON) and Sustainment, Restoration, and Modernization (SRM) projects and priorities, Area Development Plans (ADPs).
- 5.3.3 The Contractor shall have demonstrated experience in writing, editing, and laying out large technical documents, including master planning documents. The Contractor shall have specific experience in various aspects of planning, programming, analysis, and writing plans, programs and supporting documents for both federal and state military programs. The Contractor will have demonstrated familiarity with the structure, missions, and facilities of the MMD.

- 5.3.4 The Contractor shall have knowledge of and experience working with the federal systems and policies that are used to generate National Guard facility requirements according to law and National Guard regulations. The Contractor shall have knowledge of and experience working with the state systems and policies that are used to generate state facility requirements according to state law and the regulatory guidance and standards established by DBM and Maryland's Department of General Services (DGS).
- 5.3.5 The Contractor shall update project will begin with significant data gathering to provide information to populate or update all elements of the facilities master plan.
- 5.3.6 The Contractor shall follow the basic format (including organization of major sections) of the plan, which shall remain the same as in the previous plan, following current guidance from Maryland's Department of Budget and Management (DBM). Each element of a facilities master plan as outlined in the DBM policy will be addressed, in order:
- Sections A (Executive Summary) and B (Overview of State Agency) shall be updated to reflect current departmental configuration, missions, focus, and requirements through the anticipated life of the plan (2023-2033).
 - Section C (Institutional Background Data) shall include subsections for the Military Department state staff, Maryland Army National Guard (MDARNG), Maryland Air National Guard (MDANG), Maryland Defense Force (MDDF), and Maryland Center for Military History (MDCH). Final ordering of the elements in section C shall be coordinated with the Contracting Officer's Representative (COR) after contract award. Within the MDARNG section, each separate site shall have its own sub-section, providing suitable description, analysis, and a 10-year plan for all the primary or significant facilities at the site.
 - Section D (Institutional Evaluation) shall provide a departmental analysis of the elements of the real property inventory, including evaluation of trends and projections for the lifespan of the plan.
 - Section E (Facility Master Plan Proposals) shall address areas of focus over the lifespan of the plan, including significant trends or initiatives in construction, sustainment and modernization, and other features that are included within and designed to address issues that affect the Department's real property inventory.
 - Section F (Recommendations) shall provide a year-by-year statement of departmental priorities for construction, maintenance, and SRM efforts to sustain and enhance the department's real property inventory consistent with established mission, focus areas, and analyzed requirements.
 - Appendices can be included as coordinated to provide additional useful explanatory information (e.g., abbreviations, definitions, references, points of contact).
- 5.3.7 Consideration shall be given to including a clear and concise description of shared federal and state funding models as a reference for state partners in other agencies.
- 5.3.8 Narrative updates, facility requirements and analysis, project scheduling and costing shall be performed to remain consistent with current and project department federal documents and plans. Where discrepancies exist, the MMD will work with the COR to resolve them to ensure consistently applicable planning documents.

5.3.9 The Contractor shall perform the tasks as indicated in Table 1 (See next page) in coordination with the COR and Military Department staff from the Directorate of Installations, Construction & Facilities Management Office, and other staff as required. The Contractor shall perform ongoing work and submit required deliverables as annotated in the task and deliverables list provided. Please see Attachment E for Task and Deliverables List Provided.

5.3.10 The final contract schedule shall be coordinated and managed between the COR and the Contractor. As a starting point, the following schedule is proposed:

Proposed Schedule	
Contract Award:	TBD
Kick Off meeting:	2023 (date as coordinated)
Data Gathering:	2023 (date as coordinated)
Draft Plan Submission:	2023 (date as coordinated)
Government Review:	2023 (date as coordinated)
Comments Review Meeting:	2023 (date as coordinated)
Draft Final Plan Submission:	2023 (date as coordinated)
Government Review:	2023 (date as coordinated)
Comments Review Meeting:	2023 (date as coordinated)
Final Plan Submission:	2023 (date as coordinated)

5.3.11 The Contractor shall attend and fully participate in project coordination meetings at regular intervals as coordinated with the COR. Meetings may be in person, virtual/video, telephonic, or a combination of these.

5.3.12 Data gathering from senior MMD leaders will be done by interview or written input (e.g., memoranda, other written policy documents, other plans, completed questionnaires, or a combination of these). The COR will coordinate interview dates, times, and method.

5.3.13 Work by the Contractor shall be performed on IT systems owned and operated by the Contractor, however, may request to use government systems from time to time.

5.3.14 All documents created in the performance of this contract are the property of the government (Maryland Military Department) and shall not be used, shared, or disseminated by the Contractor for any purpose other than the performance of this contract without written permission from the MMD. Distribution of any documents shall be limited to stakeholders identified by the COR.

5.3.15 All documents created in the performance of this contract shall be prepared by the Contractor in file formats approved by the COR. These may include Microsoft Word, Excel, or Visio; and Adobe Acrobat or InDesign. Report submission will be electronic in Adobe Acrobat format.

5.3.16 The MMD and COR will provide copies of all required regulations, policies, guidance, templates, formats, and other supporting material to assist the contract company in preparation of deliverables that conform to current state and federal standards.

- 5.3.17 No architectural or site drawings are required for this contract. If in performance of the contract the government and contract company determine that architectural or site drawings would be advantageous in conveying information in any section of the master plan, the MMD staff and COR will provide these for inclusion in the plan documents.
- 5.3.18 Any graphics (e.g., existing armory floorplans, facility images, etc.) will be provided by the COR in an agreed upon image file format (e.g., JPG, PNG). Any tables created by the Contractor shall consists of data and content provided from the MMD and the project team's collaborative analysis.
- 5.3.19 Any changes in facility program or requirements information, data, policies, etc. that occur concurrent with the contract will be provided to the contractor by the MMD to ensure that final plan document submission is current, complete, and compliant with policy.
- 5.3.20 The COR will coordinate the distribution and review by stakeholders for each submitted document draft. Government review may be in a meeting (in person or virtual) or provided by the COR.
- 5.3.21 The MMD (COR) and the Contractor will make good faith efforts to coordinate specific dates for meetings, interviews, work sessions, and other elements of the contract that currently do not have a firm date established. The MMD and the Contractor will remain in close communication to coordinate and adjust dates as needed to manage the overall contract schedule and timeline.
- 5.3.22 Should any additional changes be needed to the current Scope of Work, this change must be approved by both the COR and the Procurement Officer. Any modification to the Contract other than minor and agreed deviations must be in writing. New and additional requirements are not anticipated, but if required and needed, these changes must be approved by both the COR and the Procurement Officer, which must be in writing. The Contractor and the COR will coordinate and make good faith efforts to accomplish minor tasks and if needed to negotiate variations in the schedule and other approved modifications by those listed in the event this occurs. The MMD (COR) and the Contractor will make good efforts to coordinate and manage all elements of the contract.

5.4 Deliverables:

- 5.4.1 Upon completion of work of each deliverable as specified in both Attachment E, the Contractor shall furnish the COR with each completed submittal, following the schedule as indicated.

5.5 Employee Identification

- 5.5.1 Each person who is an employee or agent of the Contractor or subcontractor shall display their company ID badge at all times while on State property. Each person who is an employee or agent of the Contractor or subcontractor may be required to provide additional photo identification upon request of authorized State personnel. A background check may be required for entry in

Maryland Military Department Locations, if needed, and the COR reserves the right to reject any individual based upon the results of the background check.

- 5.5.2 At all times while on State property, the Contractor's or subcontractor's personnel shall cooperate with State property requirements that include but are not limited to being prepared to be escorted, providing information for badge issuance, and wearing the badge in a visible location.

5.6 Vehicles

- 5.6.1 While on State property, the Contractor's or subcontractor's vehicles may be subject to a vehicle search.
- 5.7 This is a firm-fixed-price contract, meaning a fixed price Contract that provides a price that is not subject to adjustment because of variations in the Contractor's cost.
- 5.8 This Contract will remain in effect for the time period and quantity specified unless the Contract is terminated by the State as set forth in Section 7.

6 INVOICING AND PAYMENTS

- 6.1 Upon completion and acceptance of the completed work by the State, the Bidder shall submit proper invoice(s) for payment. According to COMAR 21.06.09.01 (C), a proper invoice must include, without error, the Contractor's federal employer identification number or Social Security number, the Purchase Order Number, and any documentation required by regulation or the procurement contract. The Department requires the Contractor's address, phone number, the name of the Armory, and the address where the work was provided to be included. All invoices must be submitted to:

Maryland Military Department
Accounts Payable
5th Regiment Armory
29th Division Street
Baltimore, MD 21201
dlmmd_ap@maryland.gov

Failure to provide a proper invoice may result in a delay in payment.

The Invoicing Schedule shall be as follows:

The awarded Contractor shall invoice the MMD on receiving written (e-mail) acceptance from the COR of a completed submittal, following the schedule indicated:

Draft Facilities Master Plan: 30%
Draft Final Facilities Master Plan: 30%
Final Facilities Master Plan: 40%

- 6.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor will be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Payment will be considered to be made on the settlement date for an electronic funds transfer payment, or the mailing date of the check for a check payment.
- 6.3 Contractors are entitled to interest on late payments at the rate of 9 percent per annum per COMAR 21.06.09.06 (A) if an invoice is submitted within 30 days after the date of payment and a contract claim has not been filed. The State is not liable for interest accruing more than one year after the 31st day after the agency receives a proper invoice or on unpaid interest.
- 6.4 The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- 6.5 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

7 TERMS AND CONDITIONS

7.1 INCORPORATION BY REFERENCE

All terms and conditions of the solicitation and any amendments thereto will be made a part of the final Contract which will be in the form of a blanket purchase order ("BPO") or purchase order ("PO"). By submitting a bid in response to this solicitation, the Bidder, if selected for the award as the Contractor, shall be deemed to have accepted all terms and conditions of the solicitation and subsequent BPO/PO. Upon receipt of the BPO or PO, the Contractor shall acknowledge acceptance, and return a signed copy.

7.2 DELIVERY AND ACCEPTANCE

- 7.2.1 Delivery shall be made in accordance with the solicitation specifications. The Department, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The Department unilaterally may order in writing the suspension, delay or interruption of performance hereunder.
- 7.2.2 The Department reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Unless otherwise stated in the specifications, 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.
- 7.2.3 The Department 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.
- 7.2.4 If the Contractor fails to make delivery in accordance with its quoted time frame, and the Department is required to obtain the needed goods or services on the open market, the Contractor shall be liable for any excess costs to the Department.

7.3 INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost 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.

7.4 MERCURY CONTENT

To the extent this solicitation is for products that may contain mercury, there is a price preference for products that are mercury-free. The price preference shall not exceed 5 percent of the bid price for products that are mercury-free, or if mercury-free products or equipment are not offered, to the Bids for products or equipment containing the least amount of mercury necessary to meet performance requirements. The Bidder must submit Mercury Affidavit, Attachment D, with its bid.

7.5 MARYLAND LAW PREVAILS

The law of Maryland will govern the interpretation and enforcement of this Contract. All references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

7.6 DISPUTES

Disputes arising under this Contract will be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

7.7 CHANGES

This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

7.8 TERMINATION FOR NON-APPROPRIATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

7.9 TERMINATION FOR CONVENIENCE

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

7.10 TERMINATION FOR DEFAULT

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, will be governed by the provisions of COMAR 21.07.01.11B.

7.11 NONDISCRIMINATION

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

7.12 ANTI-BRIBERY

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor, nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partner, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the law of any state or of the United States."

7.13 REGISTERED TO DO BUSINESS IN MARYLAND

The Contractor must be registered with the Maryland Department of Assessments and Taxation and be in good standing.

7.14 The Contractor hereby represents and warrants that:

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

7.15 The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

7.16 Blanket Purchase Order (BPO) Purchase Order as Contract

7.16.1 As used in this provision, a bid refers to a bid submitted under Small Procurement Regulations

7.16.2 As used in this provision, a bidder refers to a bidder under Small Procurement Regulations.

- 7.16.3 As used in this provision, solicitation means an Invitation for Bid to bid for a procurement issued by the Maryland Military Department.
- 7.16.4 The bidder's execution and submission of a responsive bid constitutes a promise by the bidder to perform the Contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period of 30 days or for such longer period as the bidder and the Department may agree.
- 7.16.5 Upon acceptance of a bid, the Procurement Officer may issue a Purchase Order (PO) and/ or Blanket Purchase Order (BPO), in a form to be determined by the Department, which substantially contains the terms and conditions of the solicitation. The PO/BPO constitutes the State's acceptance of the bid and binds the bidder to a Contract. The execution and issuance of a PO and/ or BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the Contract. The Contract shall consist of the executed PO and/ or BPO issued by the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the PO and/ or BPO, the bid, or by operation of law, and the executed bid of the bidder. If the Procurement Officer issues a PO and/ or BPO, at the option of the Procurement Officer, it will not be necessary for the bidder to execute the PO and / or BPO or any other form of Contract or agreement. The bidder understands and agrees that the terms and conditions of the BPO/PO may not be waived. The Procurement Officer may require that the parties both execute a single document as the embodiment of the Contract between the parties.
- 7.16.6 In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:
- i. the PO and/ or BPO; then
 - ii. the solicitation; and then
 - iii. the bid.

7.17 REGISTRATION OF FOREIGN CORPORATIONS.

Pursuant to §7-201 *et seq.* of the Corporations and Associations Article of the annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. 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.

7.18 CONTINGENT FEE

The Contractor warrants that it has not employed or retained any person, partnership, corporation, 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 employer agency, any fee or other consideration contingent on the making of this agreement.

7.19 EPA COMPLIANCE

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

7.20 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.

7.21 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.

7.22 INDEMNIFICATION

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

7.23 ADDITIONAL QUANTITIES

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 contract.

7.24 NEW MATERIALS

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.

7.25 ASSIGNMENT

This Purchase Order and the monies which may become due hereunder are not assignable except with the prior written approval of the Procurement Officer.

7.26 DRUG AND ALCOHOL-FREE WORKPLACE

The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this Purchase Order.

7.27 COMMERCIAL NONDISCRIMINATION POLICY

- 7.27.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply 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. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, 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 or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial

customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 7.27.2 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

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Attachment A**Bid Information Sheet****BID Price
MMD 23-040**

BIDS DUE by 5:00 P.M. on February 28, 2023. THE BASIS OF THE AWARD IS THE LOWEST RESPONSIVE BID PRICE SUBMITTED BY A RESPONSIBLE CONTRACTOR.

Bidder is instructed to enter their prices to update and create a Facilities Master Plan for the Maryland Military Department in accordance with the terms, conditions, and SOW: Prices shall be fully loaded, no additional amounts shall be paid.

Task Description	Percentage of Project	Price
Draft Facilities Master Plan	30%	\$ _____
Draft Final Facilities Master Plan	30%	\$ _____
Final Facilities Master Plan	40%	\$ _____
Total price to provide all materials, parts and labor as required to update and create a facilities master plan for the Maryland Military Department (as stated in Section III)		\$ _____

Important Notes:

- 1) All bid prices must be entered in the pricing grid supplied on eMaryland Marketplace Advantage
- 2) This is a small procurement and shall not exceed the threshold per COMAR 21.05.07.

Signature: _____

Print Name and Title: _____

Federal ID # _____ Date: _____

Company Name _____

Address: _____

Email Address: _____

Phone Number : _____ (office) _____ (cell)

MBE MDOT Cert # (if applicable) _____ VSBE _____ SBR _____

By submitting this bid pricing, the Bidder understands and agrees to comply with all specifications, terms and conditions, and all applicable state and federal laws and regulations. The prices quoted shall be valid for 120 days. Multiple or alternate pricing are not acceptable unless otherwise stated in solicitation documents.

**Facilities Master Plan for the Maryland Military Department
MMD 23-040**

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:

Title

Date:

Date

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, 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, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

Attachment D. Federal Funds Attachments

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Contract Monitor.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 *et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed during the application process rather than after the award is made, as with other assurances and certifications.]

- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.
- J) National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. Section 889 of the NDAA defines “covered telecommunications or services” to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). “Covered telecommunications equipment or services” also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

**E-1
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**E-2
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31
U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/Offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, <i>if known</i> : _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i> _____	
11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

Task	Description	Remarks / Deliverables
1 Data Gathering	Collect data on leadership vision, federal and state facility requirements, projected populations, force structure, facility performance, facility systems, and other data included in DBM master Planning Guidance (June 2016 or latest version).	<ul style="list-style-type: none"> ○ Leader vision and guidance from the Adjutant General and other key senior leaders will be obtained by one or more of the following: in person interviews, virtual/video interview, telephonic interview, questionnaire, or a combination of these. ○ Full list of key leaders to be consulted will be coordinated with the COR but will include approximately 6-8 senior department officials. ○ Current and projected facility data provided by MMD (e.g., Director of Installations, Construction & Facilities Management Office). ○ Current and projected force structure, population, and mission data provided by MMD (e.g., Force Integration Readiness Officer)
2 Data Analysis	In coordination with MMD staff, evaluate the collected data to establish updated facility requirements, planned and project facility projects, unmet requirements, and other master planning requirements.	<ul style="list-style-type: none"> ○ Federal facility requirements calculated using DD Form 1391 standards. ○ State facility requirements calculated using DGS standards. ○ Evaluation of technical capacity and sufficiency of existing utility systems performed by MMD staff.
3 Develop Plan	In coordination with MMD staff, develop a "Draft" Facility Master Plan with an updated 10-year approach for each site and primary facility in the MMD inventory. Revise and update narrative elements from the 2015 submission to reflect updated planning information.	<ul style="list-style-type: none"> ○ <u>Deliverable</u>: Draft Facilities Master Plan ○ Includes MDARNG, MDANG, and other MMD facilities. ○ MDANG facilities information and plans provided by MDANG Base Engineer. ○ Draft Master Plan will be reviewed by the government to provide input for Draft Final Plan.
4 Update and Revise Master Plan	On receipt of government review inputs, revise and submit "Draft Final" plan. Integrate updated photographs and images as provided.	<ul style="list-style-type: none"> ○ <u>Deliverable</u>: Draft Final Facilities Master Plan. ○ Draft Final Facility Master Plan will be reviewed by the government to provide input for Final Facilities Master Plan submission.
5 Provide Submission Ready Plan	On receipt of government review inputs, revise and submit Final Facility Master Plan.	<ul style="list-style-type: none"> ○ <u>Deliverable</u>: Final Facilities Master Plan. ○ Print ready electronic submission to COR.