



SUBMIT Maryland Aviation Administration (MAA) Purchasing and Materials Management Section BID TO: 7005 Aviation Boulevard Glen Burnie MD 21061	INVITATION FOR BID MARYLAND AVIATION ADMINISTRATION PURCHASING AND MATERIALS MANAGEMENT SECTION
Bid Title: Furnish and Install of Flooring at Baltimore/Washington International Thurgood Marshall (BWI Thurgood Marshall) Airport Bid Submittal Due Date: October 16, 2023, at 2:00:00 pm Bid Opening Date/Time: October 16, 2023, at 2:30:00 pm	IFB NO: R6045499
Site Visit: Yes Date/Time: September 27, 2023, 10:00 a.m. Deadline for Questions: All questions must be submitted in writing via email and received not later than October 4, 2023, at 10:00:00 am Contact person: Thomas L. Thomas Jr. PHONE: 410-859-7275 E-MAIL ADDRESS: TThomas6@bwiairport.com	ISSUE DATE: September 13, 2023

SECTION A – GENERAL CONDITIONS (GC)

**NOTICE TO BIDDERS
 SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve procurement for which the award is limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 – 14-505, Annotated Code of Maryland, and that are certified by the Governor’s Office of Small, Minority, and Women’s Business Affairs Small Business Reserve Program are eligible for award of this contract. In order to obtain an award, your firm must be registered and certified in the SBR Directory in the State’s eProcurement system eMaryland Marketplace Advantage (eMMA).

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

GC - 1.0 PROCUREMENT METHOD

This procurement is being conducted as a competitive sealed bid. The award will be to the lowest responsive bid from a responsible bidder in whole or in part at the States discretion. Bids are irrevocable for 120 business days. All bids must be in US Dollars. One original Bid submission shall be received by the issuing office. Late bids will not be considered. The vendor’s Bid Submission shall be submitted, in a sealed envelope identifying the IFB Number and title, and clearly marked “Bid/Proposal”. MAA shall not accept

submissions that are late regardless of the method of shipment or delivery. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Bids submitted by email or facsimile will NOT be accepted. MAA will NOT accept multiple alternate bids for this solicitation. All items are to be quoted Free on Board (FOB) destination and include all shipping, handling and administrative charges.

Bids submissions are to be sent to the following address:

**Maryland Aviation Administration (MAA)
Purchasing & Materials Management Section
7005 Aviation Blvd
Glen Burnie, MD 21061
ATTN: Thomas L. Thomas Jr.
IFB NO: R6045499**

GC - 2.0 BID SUBMISSION

One Original Bid Submission shall be received by the issuing office. Late bids will not be considered.

All items are to be quoted F.O.B. destination and include all shipping, handling, and administrative charges.

GC - 3.0 BID OPENING

The Maryland Aviation Administration will hold a **public bid opening** on **October 16, 2023, at 2:30:00 pm**. This meeting will occur via Microsoft Teams [Join the Microsoft Teams meeting](#)

Please use the following link to access the meeting or phone number to dial in: Conference Phone Number **(443) 409-5228**; Conference ID: **892786846#**.

GC- 4.0 ACKNOWLEDGEMENTS

A Bidder submitting a Bid shall comply with the attached MAA Terms and Conditions for Purchase Orders under \$50,000.00 and all State of Maryland Procurement Regulations in effect at the time of submission and the instructions provided herein. The Bidder shall acknowledge in writing the receipt of all amendments, addenda and changes issued. Each Bidder before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all the items and conditions referred to herein.

MBE firms are encouraged to respond to this solicitation notice.

GC - 5.0 AWARDDING A BID

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

By submitting a response to this bid, a Bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract, if selected for contract award. **Bidders shall be registered in good standing with Maryland Department of Assessments**

and Taxation (SDAT) to receive contract awards. To check status or for additional information, go to the SDAT website at <http://www.dat.maryland.gov/Pages/sdatforms.aspx>.

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

If there should be any concerns regarding this IFB, please contact Thomas L. Thomas Jr., Purchasing and Materials Management Section at 410-859-7275.

GC – 6.0 EMARYLAND MARKETPLACE ADVANTAGE (EMMA)

eMaryland Marketplace Advantage (eMMA) is an electronic commerce system administered by the Office of State Procurement. **To receive a contract award, a vendor must be registered on eMaryland Marketplace Advantage (eMMA). Registration is free. Go to <https://emma.maryland.gov>, click on “Register” to begin the process, and then follow the prompts.**

For this solicitation bids shall not be submitted on eMMA.

GC – 7.0 QUESTIONS AND ANSWERS

Written questions from prospective Bidders will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to TThomas6@bwiairport.com. Please identify in the subject line the Solicitation Number and Title. Please submit questions before the question deadline listed on page one of the IFB. The Procurement Officer will provide responses to all questions received by the questions due date and time. Answers to all questions will be posted to eMMA, as an addendum.

GC - 8.0 CONFLICT OF INTEREST

8.1 The Bidder shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (Section G) and submit it with its Bid. By submitting a Conflict-of-Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A. Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing items under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

8.2 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.

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NOTICE TO VENDORS - NO-BID NOTICE

Maryland Wants to Do Business with You

The Procurement and Materials Management Section (PMMS) of the Maryland Department of Transportation Maryland Aviation Administration has solicited your participation in the Invitation for Bid process for IFB No. R6045499. To help us improve the quality of State bid and proposal solicitations, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please complete the following and return this form to Maryland Aviation Administration, Procurement and Materials Management Section, 7005 Aviation Boulevard., Glen Burnie MD 21061, email at: TThomas6@bwiairport.com.

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

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

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

Remarks: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone: _____

Address: _____

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

SECTION B – SUMMARY STATEMENT

The Maryland Aviation Administration (MAA) is issuing this Invitation for Bids (IFB) for the Furnish and Install of Flooring at BWI Thurgood Marshall Airport.

It is the State's intention to obtain services, as specified in this IFB, from a Contract between the successful Bidder and MAA. The MAA is issuing this solicitation for the purposes of providing information to Bidders interested in preparing and submitting bids to meet MAA's requirement for Furnish and Install of Flooring at BWI Thurgood Marshall Airport. The contract shall be awarded to the responsible bidder that submits the lowest responsive bid based upon the specifications. MAA intends to make a single award as a result of this IFB.

CONTRACT DURATION

The term of this contract shall be (60) sixty days from the Notice to Proceed (NTP) or issuance of Purchase order unless the job duration as specified by the bidder is longer.

PRE-BID/SITE INSPECTION

- A pre-bid conference **will not** be held for this project. MAA will be holding a site visit for the purpose of allowing all interested vendors an opportunity to exam the Furnish and Install of Flooring at BWI Thurgood Marshall Airport.
- Location of the site visit meetup – 7005 Aviation Blvd. Glen Burnie, MD. 21061
- Date and Time of the site visit – Thursday, September 27, 2023, at 10:00 AM

Procurement Officer Trainee– Thomas L. Thomas Jr. (410-859-7275)

APPROVED EQUALS

Approved equals **are not** permitted with this solicitation.

LEAD TIME

If lead times are not met, the MAA reserves the right to cancel or to accept the item at a discounted price negotiated at time of occurrence or at the restocking price, whichever is determined between both parties.

INSURANCE REQUIREMENTS

Workers Compensation & Employers Liability Coverage (WC/EL)

Section A: Statutory Benefits as required by the State of Maryland, \$1,000,000

Section B: Employers Liability - \$100,000 Each Accident, \$500,000 Disease Policy Limit, \$100,000 Disease – Each Employee

Commercial General Liability (CGL)

Bodily Injury/Property Damage Each Occurrence Limit \$ 1,000,000

Personal & Advertising Injury Limit \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations Aggregate Limit \$ 2,000,000

Fire Legal Liability \$ 300,000

Medical Payments to Others \$ 10,000

Automobile Liability (AL)

Combined Single Limit \$ 1,000,000

Include Owned, Hired and Non-owned Auto Liability

Uninsured/Underinsured Motorists \$ 1,000,000

For contracts valued less than \$100,000 XS/Umbrella insurance is not required

Additional recommendations:

1. Insurance companies should be rated A- VIII or better by AM Best. Insurance carriers should be lawfully authorized to do business in the State of Maryland or in the jurisdiction where the work is being performed.

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

The Holder's address is:

(This info should be in the Certificate Holder Box)

Maryland Aviation Administration

PO Box 8766

BWI Airport, MD 21240-0766

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

TECHNICAL PROVISIONS

The MAA is seeking bids from qualified bidders to furnish all the necessary supervision, labor, skilled technicians, supplies, materials, tools, equipment, licenses, Insurance, and expertise required to furnish and install access flooring for the Maryland Aviation Administration at Baltimore/Washington International Thurgood Marshall (BWI Thurgood Marshall) Airport. The contractor shall be responsible to become acquainted with conditions relating to the scope of the work and restrictions pertaining to the execution of work under this scope of work. The contractor shall also take full responsibility for obtaining information concerning the conditions at all locations.

Furnish and install 1,050 square feet of access flooring. Panel type to be an ASM Modular systems MC-125, wood filled panel with a concentrated load of 1,250 lbs. Panel to receive Julie industries Static Smart Carpet tile, Discovery ECO series. Color to be determined. Understructure to be existing. All miscellaneous hardware and pedestal adhesive needed for a complete installation for the access floor system. The contractor is responsible for the proper disposal of all removed material as a result of the installation of the access flooring.

Location of work: The BWI Airport Terminal Building, Allied Security Main Office

- The vendor must be badged and have the ability to drive on the airfield.
- **Bidders shall submit with their bid a minimum of two (2) commercial references for projects of similar size and scope. Reference projects should be within the most recent five-year (5) period. Reference shall include project name, description, cost, size, company name, contact person, phone #, email.**
- **All bidders shall submit proof of Insurance (COI) with the bid. The successful bidder shall be required to name MAA as additionally insured upon notification of award.**

QUESTIONS AND ANSWERS

Written questions from prospective bidders will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via the e-mail address provided on page one of this IFB. Please identify in the subject line the Solicitation Number and Title. Please submit questions before the question's deadline listed on page one of this IFB. Answers to all questions that have been received by the question deadline will be answered, via an addendum to the IFB.

SECTION C – BID WORKSHEET

All prices are fully loaded prices, that includes all cost/expenses associated with the provision of this IFB. The bid price shall include all: profit/overhead, general operating administrative, freight and all other expenses necessary to provide the item listed in the Bid Worksheet. No other amount will be paid to the vendor.

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

Line Number	Description	Total
001	furnish all supervision, labor, skilled technicians, supplies, materials, tools, equipment, licenses, Insurance, and expertise required to install 1,050 square feet of access flooring. Panel type to be an ASM Modular systems MC-125, wood filled panel with a concentrated load of 1,250 lbs. Panel to receive Julie industries State Smart Carpet tile, Discovery ECO series. the Maryland Aviation Administration at Baltimore/Washington International Thurgood Marshall (BWI Thurgood Marshall) Airport.	Labor Pricing – Materials Pricing - Total Bid Price -

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

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

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE OF SIGNER: _____

COMPANY NAME: _____

Address: _____

FEDERAL ID #: _____ TELEPHONE NO.: _____

EMAIL: _____

WEB SITE ADDRESS: _____

REMIT TO ADDRESS: _____

DATE OF BID _____ eMarylandMarketplace Advantage Vendor ID #: _____

JOB LEAD TIME IN BUSINESS DAYS ARO: _____

JOB DURATION IN BUSINESS DAYS: _____

SECTION D – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has

been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated

business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____ Date: _____

Title: _____ Date: _____

SECTION E – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

(Domestic is defined as incorporated in the State of Maryland)

- | | |
|--------------------------------|--|
| (1) Corporation: | <input type="checkbox"/> domestic or <input type="checkbox"/> foreign; |
| (2) Limited Liability Company: | <input type="checkbox"/> domestic or <input type="checkbox"/> foreign; |
| (3) Partnership: | <input type="checkbox"/> domestic or <input type="checkbox"/> foreign; |
| (4) Statutory Trust: | <input type="checkbox"/> domestic or <input type="checkbox"/> foreign; |
| (5) | <input type="checkbox"/> Sole Proprietorship. |

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that

enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), 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: _____
(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

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SECTION F – SMALL BUSINESS CONTRACT AFFIDAVIT

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

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

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

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

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

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

I AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 2023, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Small Business Qualification Number: _____

Date of Most Recent Qualification by GOSBA: _____

By: _____
Signature (Authorized Representative and Affidavit)

_____ Date

SECTION G - TERMS AND CONDITIONS FOR PURCHASE ORDERS UNDER \$50,000

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

This purchase order, with any attachments, shall constitute the entire agreement and contract between the vendor, as named on the face, and the Maryland Aviation Administration.

The scope of work, or materials, or supplies, to be provided shall be specified in the body of this purchase order, or as stated in the specific conditions attached.

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

Incorporation by Reference.

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

Tax Exemption.

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

Specifications.

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

Delivery and Acceptance.

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

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

Non-Hiring Employees.

“No employee of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any unit thereof.”

Nondiscrimination in Employment.

“The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.”

Financial Disclosure.

“The Contractor shall comply with State Finance and Procurement Article, Sect. 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.”

Political Contribution Disclosure.

“The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall on or before February 1 of the following year file with the Secretary of State certain specified information to include disclosure of political contribution in excess of \$100 to a candidate for elective office in any primary or general election.”

Anti-Bribery.

“The Contractor warrants that neither it or any officer, director, or partner, nor any involved in obtaining contracts with the State, or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977 which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.”

Registration.

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

Contingent Fee.

“ The Contractor warrants that it has not employed or retained any person, partnership, corporation, or any 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 any other entity, other than a bona fide employee or agent any fee or any other consideration contingent on the making of this agreement”

EPA Compliance.

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

Occupational Safety and Health Act (O.S.H.A.).

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

Termination for Convenience.

“Upon written notice to the contractor, the State may terminate this contract, in whole or in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits.”

Termination for Default.

“When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.”

Disputes.

“The contract shall be subject to the provisions of Title 15 Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer’s decision.”

Multi-Year Contracts.

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

Intellectual Property.

“Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violations arising out of purchase or use of materials, supplies, equipment or services covered by the contract.”

Maryland Law Prevails.

“The provisions of this contract shall be governed by the laws of Maryland.”

Contractor’s Invoices.

“Contractor agrees to include on the face of all invoices billed to the State, its Federal Tax Identification or Social Security number.”

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.”

Republic of South Africa.

“The Contractor warrants that it is in compliance with Sections 14-501 through 14-507 of the State Finance and Procurement Article, Annotated Code of Maryland, governing the conduct of its business, if any, in or with the Republic of South Africa.

Indemnification.

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

Conflicting Terms.

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

Governmental Restrictions.

“In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby or to cancel the contract at no expense to the State.”

Changes.

“The Procurement Officer may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract. If any change under this clause causes an increase or decrease in the contractor’s cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Each change that results in an increase in cost shall be subject to prior written approval of the procurement officer and other appropriate authorities as required by Maryland Law and shall be subject to available appropriation.”

Central Collection.

“The MAA may refer any amount due and payable by the contractor to the central collection unit of the Maryland Department of Budget and Fiscal Planning for collection. Should any debt due and payable be referred to the central collection unit, Maryland Law provides that a fee of 17% of the amount due will be imposed on the debtor in addition to the amount due.

Abnormal 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.”

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.”

Assignment.

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

Bid Award-Resident Business.

“Pursuant to Section 14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, the procuring agency shall give a percentage preference to the lowest responsible and responsible bid from a Maryland firm over that of a nonresident firm if the state in which the nonresident firm is located gives a resident business preference.

The percentage of preference awarded under this section shall be the same as that awarded by the State in which the non-resident firm is located.

This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract.”

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.”

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SECTION H- GENERAL CONFLICT OF INTEREST AFFIDAVIT

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)