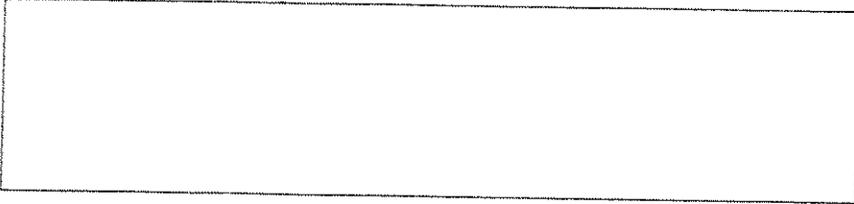


REQUEST FOR QUOTATION
MARYLAND TRANSIT ADMINISTRATION
 PURCHASING DEPARTMENT
 1331 S. MONROE STREET
 BALTIMORE, MARYLAND 21230-1713

QUOTATION
 REQUEST NUMBER
121211-PX

AGENCY CODE 29-08-01-02	BUYER PATRICIA TALLEY	TELEPHONE 410-454-7884	REQUEST DATE 11/22/11	THIS QUOTATION MUST BE RETURNED BY 2:00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS	DUE DATE OF QUOTATION 12/12/11
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- INSTRUCTIONS:**
- QUOTATION TO INCLUDE DELIVERY OF FOLLOWING ITEMS F.O.B. DESTINATION, INCLUSIVE OF ALL CHARGES, I.E. PLATFORM OR DOORWAY TO SHIP TO ADDRESS INDICATED:
 1331 S. MONROE ST., BALTIMORE, MD. 21230 5801 WABASH AVE., BALTIMORE, MD. 21215 344 W. NORTH AVE., BALTIMORE, MD 21217
 OTHER _____
 - STATE FIRM DELIVERY AFTER RECEIPT OF ORDER** _____ WEEKS. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR QUOTATION
 - QUOTATIONS MUST BE SUBMITTED ON THIS FORM. EQUIVALENT ITEMS SHALL BE CONSIDERED BUT ONLY IF ACCOMPANIED BY SPECIFICATIONS AND/OR DESCRIPTIVE LITERATURE
 - VENDOR MUST COMPLETE AND SIGN, IN INK, THE QUOTATION ON THE REVERSE SIDE
 - PRICES QUOTED SHALL BE VALID FOR A MINIMUM OF NINETY DAYS UNLESS OTHERWISE NOTED _____
 - THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE PURCHASING DEPARTMENT GENERAL RULES AND REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION.

DESCRIPTION	QUANTITY	UNIT	QUOTE NET UNIT PRICE
NOT A PURCHASE ORDER			
<p>Services to provide management supervision, manpower, equipment Supplies necessary to plowing & removal of snow and ice from various Locations per attached scope of work</p> <p>Contract to begin on or about 12/13/11 thru 3/15/12 with 4 year option to Renew</p> <p>NOTE: Please adhere to solicitation requirements when sending in your bid</p>			
<p>SMALL BUSINESS PREFERENCE 5% Award will be made in whole or in part whichever is most advantageous to the Maryland Transit Administration and the State of Maryland.</p> <p align="center">MINORITY BUSINESSES ARE ENCOURAGED TO PARTICIPATE.</p>			

General Information

The contractor shall provide the management, supervision, manpower, equipment, supplies, and incidentals necessary to provide plowing and removal of snow and ice from each location including but not limited to roadways, parking areas, vehicle entrances, sidewalks, and handicap ramps, from all MTA Bus Facilities, Park & Ride lots, and Bus Loops listed in this contract. The Contractor shall be responsible for performing all work under this contract in accordance with all Federal, State, County, and local laws, and codes, and follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to Occupational Safety and Health Act (OSHA).

Compliance with OSHA and other applicable laws and regulations in this specification is exclusively the obligation of the Contractor. The MTA will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements.

The contractor shall remove snow and ice as necessary and as directed by the Project Manager or designee to maintain a safe and slip resistant surface to MTA property. Proper chemicals and/or salt shall be utilized to maintain all surfaces.

The Contractor shall furnish all equipment determined to be needed for the performance of the work of this contract. All equipment must be properly guarded and meet all applicable OSHA standards. If a piece of equipment needs repair and is determined unsafe, the Contractor shall immediately stop using the equipment.

Only rubber-tired vehicles will be allowed.

The primary purpose of this contract is for the removal of snow/ice from the Bus Loops and Park and Ride lots listed in this contract and for the hauling of bulk loads of salt from SHA salt domes to MTA salt storage locations. However, at the direction of the Project Manager this contract may include Bus Divisions and employee parking lots that are normally cleared by MTA manpower. In the event that MTA is unable to clear one or more Bus Divisions and or employee parking lots the Project Manager or designee may assign those locations to the contractor.

As directed by the Project Manger or designee, snow plowing service shall be the responsibility of the Contractor. The Contractor shall exercise good judgment during times of snowfall or storms so that duplication of the plowing efforts or the use of proper chemicals or salt does not occur. The Contractor will keep necessary equipment and manpower at the site and continue with the performance of the work until it is completed to the satisfaction of the MTA.

Snow removal services shall be completed to such an extent as to allow safe and easy passage of vehicle and pedestrian traffic. The MTA may designate an area on-site where plowed snow shall be placed. Snow shall be plowed equally to avoid oversize piles and allow for the use of the area without blocking traffic, parking spaces, sidewalks, or damaging shrubbery. All specified areas shall remain reasonably free of snow and ice accumulations. All hazardous conditions due to the weather shall be eliminated.

The Contractor shall provide these services on an as-needed basis.

Site Visits:

It is recommended that the contractor visit each site to familiarize him/her with each location prior to submitting a bid and again prior to the beginning of the work season to review site conditions, limits of work and travel distance to each location. Failure to make site visits will not exempt the contractor from performing any of the duties prescribed in this contract at the agreed upon bid price.

Snow Plowing and Removal Services:

All rates shall include equipment, operator(s) and labor(s).

Plowing begins only upon authorization from the Project Manager or designee.

At the direction of the Project Manager or designee all snow shall be removed from the site by the contractor.

The Project Manager or designee may designate areas to stock pile snow.

Plowing Call-Out:

The Project Manager or designee shall make the initial call-out when the contractors' services are required. The MTA Project Manager shall monitor snow/ice removal activities.

The contractor shall furnish and maintain, in a fully functional manner, a mobile cellular communication system. This telephone system shall be used by the contractor to instantly communicate with the Project Manager or designee 24 hours a day, 7 days per week. Mobile telephone numbers, FAX lines and any e-mail addresses shall be provided to the Project Manger. The contractor will immediately notify the Project Manager of any changes in any of these telephone numbers and or e-mail addresses.

Response Time and Hours of Service:

Service shall be furnished 7 days a week within two (2) hours after notification by the Project Manager or designee. Most plowing and hauling will be performed during early a.m. hours. Work shall be continuous until all plowing and hauling has been completed. Under no condition shall work be performed unless authorized by the Project Manager or designee in advance. All lots shall be open to employees and or patrons by 7:00 a.m. Monday through Friday.

Pre-Season Snow Meeting:

The contractor shall meet with the Project Manager or designee prior to the snow season to discuss contract performance in detail. At this meeting the contractor shall provide names and valid working phone numbers of all personnel to be contacted by the Project Manager and or designee when the contractor's services are required. At the same meeting, the MTA Project

Manager will provide the contractor the names and phone numbers of authorized MTA designees.

Services to be Rendered:

1. The contractor will be notified by phone by the Project Manager or designee at least two hours before the services is needed. The Project Manager or designee will instruct the contractor as to which location(s) need snow/ice cleared/removed. The contractor shall furnish all necessary labor and equipment to "clear/remove" snow/ice from the designated location(s).
2. The contractor shall ensure that the equipment, operators, and/or employees are on site within two (2) hours after notification by the Project Manager or designee.
3. At the request of the Project Manager or designee the contractor shall notify the Project Manager or designee upon arrival of each job site and again upon completion of the work before departure.
4. Work performed may be verified by the Project Manager or designee by the use of phone logs, random site visits, and/or CCTV cameras at various sites and locations.
5. The MTA reserves the right to have the contractor remove snow/ice from other MTA properties not listed in this contract. The contractor will be compensated at the hourly time and material rate should the need arise for MTA to deployed the contractor's equipment/services to other MTA properties not listed in this contract.
6. It is the contractor's responsibility to arrive at each location. All rates quoted are for actual operating and/or work time. No time shall be allowed for travel to and from assigned locations listed in this contract.
7. In the event of equipment failure, the Contractor shall attempt to replace or repair the equipment promptly, but the MTA shall not be liable for the time the equipment is out of service or the cost to repair or replace the equipment.

Snow Hauling and Dumping:

At the direction of the Project Manager or designee one or more areas shall have all snow removed from the site.

The contractor may be directed by the Project Manager or designee to haul and dispose of the snow to areas adjacent to the site or to an off-site location.

The contractor will be compensated at the hourly time and material rate for a dump truck and driver and for a loader and operator should the need arise to haul and or dispose of the snow to areas adjacent to the site or to an off-site location. The contractor shall provide an operator/driver for each piece of equipment/truck used.

Bulk Salt:

At the direction of the Project Manager or designee the contractor shall haul bulk loads of salt from designated State Highway (SHA) salt domes to one or more MTA Bus Divisions.

Salt is not an invoice expense item. Salt is procured through the SHA. The MTA will provide the Contractor with the location(s) of a salt dome(s) for pick up. The Contractor will provide the Project Manager or designee with the date and time of pickup of each load.

The Contractor will indicate on the invoice the amount of salt acquired from the dome indicating the amount used for each snow/ice event at each location and the amount hauled to each MTA storage site.

Invoices and Compensation:

1. The contractor shall within ten (10) working days from completion of the work submit an invoice to the MTA Finance Department. The address is as follows:

Maryland Transit Administration
Finance Department 8th Floor
6 St. Paul Street
Baltimore, Maryland 21202

2. All invoices must be on the contractor's letterhead and contain
 - a. the contractor's Federal Identification Number,
 - b. MTA Contract Number
 - c. Project Manager's name, and
 - d. Invoice Number.

Failure to comply with these instructions may result in delay of payment.

Contractor Damages:

The contractor shall be cautious when snow removal is in progress to prevent any damage to vehicles, buildings, grounds, vegetation, landscape areas, sidewalks, roads, curbing, fire hydrants, shrubs, fences, signs and other protrusions. The contractor shall be held liable for any damage incurred to MTA property during the performance of work. All locally prescribed safety regulations, laws and practices shall be carefully observed.

A final site inspection of each area will occur in April 2012 to look for damages done during snow removal. The contractor shall be responsible for and will be notified by the Project Manager of any damage. At the end of the snow season, the contractor shall be solely and wholly financially liable for any reported damages and shall comply with the instruction of the Project Manager in returning MTA property to its pre-season condition.

Bid Sheet:

A. Lump Sum Pricing Form:

When plowing snow and or per salting the locations listed below, the contract is responsible for removing snow/ice and pre salting roads, pedestrian walkways and waiting areas s listed in the General information.

A	B	C	D	E	F	G	H
Location	Area to be Plowed/Treated	Pre Salt	Less than four inches	Four to eight inches	Eight to twelve inches	Twelve to eighteen inches	Over eighteen inches
		Lump Sum Bid	Lump Sum Bid	Lump Sum Bid	Lump Sum Bid	Lump Sum Bid	Lump Sum Bid
Whitemarsh Park and Ride Lot	Lot # 1						
Whitemarsh Park and Ride Lot	Lot # 2						
Whitemarsh Park and Ride Lot	Lot # 3						
Severna Park Park and Ride Lot	Entire Lot						
Gardenville Park and Ride Lot	Bus Loop						
Gardenville Park and Ride Lot	Entire Parking area						
Carney Park and Ride Lot	100 parking spots. Area to be marked in the field by the project Manager						
Carney Park and Ride Lot	Bus Loop						
Total of each column		\$	\$	\$	\$	\$	\$

Sub Total of Section A (add the totals of columns C, D, E, F, G,H)	\$
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B. Hauling Bulk Salt:

Each load of bulk salt shall be a minimum of six (6) tons. The contractor will be paid a lump sum rate for the dump truck and operator plus mileage. For the purpose of this bid, MTA will multiply the contractor's lump sum rate for a dump truck and operator by fifteen (15), the mileage rate will be multiplied by 100 miles.

Lump sum rate for dump truck and operator	\$	X 45 loads =	\$
Rate per mile	\$	X 500 miles =	\$
Sub Total of Section B			

C. Hourly Rate:

The contractor may be directed by the Project Manager or designee to remove snow/ice from other MTA property not listed in this contract. If directed by the Project Manager to do so, the contractor will be paid based on time and material for each truck/loader and driver/operator to remove snow/ice. For the purpose of this bid, MTA will multiply the contractor's hourly rate for dump truck and driver by 150 hours and 75 hours for a loader and operator.

Contractor's hourly rate for dump truck and driver	\$	X 150 Hours =	\$
Contractor's hourly rate for loader and operator	\$	X 75 Hours =	\$

D. Contractor's Total Bid:

Sub Total of Bid Section A	Lump Sum Pricing	\$
Sub Total of Bid Section B	Hauling Bulk Salt	\$
Sub Total of Bid Section C	Hourly Rate	\$
Total contract value		\$

26/JUN/2009 09:19 AM

Request for Quotation

Page 1

INSTRUCTIONS:

1. QUOTATIONS SHALL INCLUDE DELIVERY OF FOLLOWING ITEMS F.O.B. DESTINATION, INCLUSIVE OF ALL CHARGES, I.E. PLATFORM OR DOORWAY OF SHIP-TO ADDRESS INDICATED.
2. PROVIDE MAXIMUM LEAD TIME (TIME BETWEEN RECEIPT OF PO AND DELIVERY), IN DAYS, FOR EACH ITEM QUOTED. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF QUOTATION.
3. QUOTATIONS MUST BE SUBMITTED ON THIS FORM.
4. EQUIVALENT ITEMS REQUIRE MTA APPROVAL PRIOR TO AWARD. THESE ITEMS MUST BE IDENTIFIED ON RFQ AND ACCOMPANIED BY SPECIFICATIONS AND DESCRIPTIVE LITERATURE FOR MTA EVALUATION.
5. VENDOR MUST COMPLETE AND SIGN, IN INK, THE QUOTATION
6. PRICES QUOTED SHALL BE VALID FOR A MINIMUM OF NINETY DAYS UNLESS OTHERWISE NOTED.
7. VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE PURCHASING DEPARTMENT RULES AND REGULATIONS IN EFFECT AT TIME OF SUBMISSION.
8. ANY CHANGE OF THE VENDOR PART NUMBER, AS IT IS LISTED ON THE RFQ, MUST BE IDENTIFIED BY CIRCLING THE NUMBER ON THE RFQ AND COMPLETING THE ATTACHED "PART NUMBER VERIFICATION REQUEST". THE PART NUMBER VERIFICATION REQUEST FORM MUST BE COMPLETED IN FULL AND SUBMITTED WITH THE RFQ FOR ANY CHANGE IN PART NUMBERS.

SOLICITATION REQUIREMENTS

Award to be made on the basis of the lowest evaluated bid price based on a combination of the unit price, delivery, and quality rating of commodity. In addition, all items are subject to the Small Business set-aside when applicable.

Financial Disclosure by Persons Doing Business with the State

Vendors and Contractors providing materials, equipment, supplies or services to the State of Maryland herewith agree to comply with State Finance and Procurement Article, Sect. 13-221 of the 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.

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ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

3. (State 'none' or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date: court, official, or administrative body; and the sentence or disposition, if any.) _____

I ACKNOWLEDGE THAT THIS AFFIDAVIT is to be furnished to the Procurement Officer and may be distributed to boards, commissions, administrations, departments and agencies 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 or the Contract 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 the Contract shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, and any office or agency of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms or covenants undertaken by the above Contractor in respect to (1) this Affidavit, (2) the Purchase Order, and (3) other Affidavits comprising part of the bid or proposal documents associated with the Purchase Order.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

(Signature)

(Printed or Typed Name)

(Date)

(Telephone Number)

(Company Federal I.D. or Social Security Number)

Standard Terms and Conditions

1. GENERAL

The following are mandatory terms and conditions to be included in all purchase orders.

1.1 INCORPORATION BY REFERENCE

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

2. TAX EXEMPTION

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

3. SPECIFICATIONS

"All materials, equipment, supplies or services shall conform to federal and state laws and regulations and to the specifications contained in the solicitation"

4. DELIVERY AND ACCEPTANCE

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

5. NON-HIRING OF OFFICIALS AND EMPLOYEES

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

6. 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 disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

7. FINANCIAL DISCLOSURE

"The Contractor shall comply with State Finance and Procurement Article, § 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, lease 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."

8. POLITICAL CONTRIBUTION DISCLOSURE

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

9. ANTI-BRIBERY

"The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in

Standard Terms and Conditions

obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government."

10. REGISTRATION

"Pursuant to § 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 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation."

11. CONTINGENT FEES

"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 employee or agent, any fee or any other consideration contingent on the making of this agreement."

12. EPA COMPLIANCE

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

13. 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."

14. 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 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)."

15. TERMINATION FOR DEFAULT

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

16. DISPUTES

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

17. 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."

18. 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."

19. MARYLAND LAW PREVAILS

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

20. CONTRACTOR'S INVOICES

Standard Terms and Conditions

"Contractors agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations."

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."

22. REPEALED

23. INDEMNIFICATION

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

24. CONFLICTING TERMS

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

25. DRUG AND ALCOHOL FREE WORKPLACE

"The contractor warrants that the contractor shall comply with COMAR 21.11.08, and that the contractor shall remain in compliance throughout the term of this purchase order."

26. GOVERNMENTAL RESTRICTION

"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."

27. 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."

28. 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 preference to the lowest responsive and responsible bid from a Maryland firm over that of a nonresident firm if the state in which the non-resident firm is located gives a resident business preference. The percentage of preference awarded under this section shall be the same as 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."

29. SUPERCESSION OF PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supercede previous versions, including, but not limited to those printed on the reverse side of the Purchase Order.

.07 Bid/Proposal Affidavit.

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

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 or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the 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.

J. 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.

K. 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 whom 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' 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 §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(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 §K(2)(a)---(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:
Name: _____ Address: _____ .

(If not applicable, so state).

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

M. 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.

N. Repealed.

O. ACKNOWLEDGEMENT

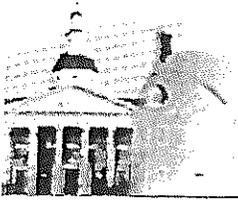
I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject 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 or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____ (Authorized Representative and Affiant)

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STATE PROCUREMENT

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 YOUR KNOWLEDGE INFORMATION AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

.08 Conflict of Interest.

A. Definitions.

(1) In this regulation, the following terms have the meanings Indicated.

(2) Terms Defined.

(a) "Conflict of interest" means that, because of other activities or relationships with other persons:

(i) A person is unable or potentially unable to render impartial Assistance or advice to the State;

(ii) The person's objectivity in performing the contract work is or might be otherwise impaired; or

(iii) A person has an unfair competitive advantage,

(b) Person,

(i) "Person" has the meaning stated in COMAR 21.01.02.01B (64).

(ii) "Person" includes a bidder, offeror, contractor, consultant, Or subcontractor or sub consultant at any tier, and also includes An employee or agent or 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.

B. A solicitation that will result in the selection of a contractor

Who will assist a unit in the formation, evaluation, selection, award, Or execution of a State contract shall provide notice of the requirements of this regulation.

C. If the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may Reject a bid or offer under COMAR 21.06.02.03B.

PROCUREMENT METHODS 21.05.080

D. Termination.

(1) After award, the State may terminate the contract, in whole **Or in part, if it considers termination necessary to avoid an actual or** Potential conflict of interest.

(2) If the contractor knew or reasonably could have been expected To know of an actual or potential conflict of interest before or After award and did not disclose it or misrepresented relevant information To the procurement officer, the State may terminate the contract For default, institute proceedings to debar the contractor from Further State contracts, or pursue other remedies as may be permitted By law or the contract.

E. A conflict of interest may be waived if the procurement officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the Reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

F. A bidder or offeror responding to a solicitation that will result In the selection of a contractor who will assist a unit in the formation, **Evaluation, selection, award, or execution of another State contract**

Shall provide the affidavit and disclosures set forth in §G of this regulation To the procurement officer with the bid or offer and at other Times as may be required by the procurement officer.

G. The affidavits and disclosures required by §F of this regulation shall be in substantially the same form as follows: CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or Relationships WITH other persons, a person is unable or potentially Unable to render impartial assistance or advice to the State, or the Person's objectivity in performing the contract work is or might be Otherwise impaired, or a person has an unfair competitive advantage.

B. Person" has the meaning stated in COMAR 21.01.02.01B (64) And includes a bidder, offeror, contractor, consultant, or subcontractor Or sub consultant 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.

STATE PROCUREMENT

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.

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)

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do not contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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 of other subdivisions of the state of Maryland; (3) other states and (4) the federal government. I further acknowledge that this affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be constructed to supersede, amend, modify, 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 DECLASRE 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 _____
 Date Signature

Print Name: _____
 Authorized Representative and Affiant