

# Invitation for Bids

## FIBER OPTIC CABLE

PROJECT NO. 060B1400069



## DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: Thursday, June 30, 2011

### NOTICE

Prospective Bidders who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation.

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bids. If you have chosen not to bid on this Contract, please fax this completed form to: 410-974-5615 to the attention of Robert Krysiak.

**Title: Fiber Optic Cable**  
**Project No: 060B1400069**

1. If you have responded with a "no bid", please indicate the reason(s) below:

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

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

**Fiber Optic Cable**

**PROJECT NUMBER 060B1400069**

**IFB Issue Date:** June 30, 2011

**IFB Issuing Office:** Maryland Department of Information Technology

**Procurement Officer:** Edward Bannat  
Phone #: 410-260-7662  
Fax: (410) 974-5615  
Email: [edward.bannat@doit.state.md.us](mailto:edward.bannat@doit.state.md.us)

**Bids are to be sent to:** Department of Information Technology  
45 Calvert Street, Room 445  
Annapolis, MD 21401  
Attention: Edward Bannat

**Closing Date and Time:** July 21, 2011 12:00 PM Local Time

**Location/Time of Bid Opening:** Department of Information Technology  
45 Calvert Street, Room 445  
Annapolis, MD 21401  
Friday July 22 at 2:00 PM

**NOTE**

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**Table of Contents**

**SECTION 1 - GENERAL INFORMATION..... 1**

1.1 SUMMARY STATEMENT ..... 1

1.2 ABBREVIATIONS AND DEFINITIONS..... 1

1.3 CONTRACT TYPE..... 2

1.4 CONTRACT DURATION..... 2

1.5 PROCUREMENT OFFICER ..... 2

1.6 CONTRACT AND PROJECT MANAGER ..... 3

1.7 EMARYLANDMARKETPLACE ..... 3

1.8 QUESTIONS ..... 3

1.9 BIDS DUE (CLOSING) DATE ..... 3

1.10 DURATION OF OFFER ..... 4

1.11 REVISIONS TO THE IFB ..... 4

1.12 CANCELLATIONS; DISCUSSIONS..... 4

1.13 INCURRED EXPENSES ..... 4

1.14 ECONOMY OF PREPARATION ..... 4

1.15 PROTESTS/DISPUTES ..... 5

1.16 MULTIPLE OR ALTERNATE BIDS ..... 5

1.17 ACCESS TO PUBLIC INFORMATION ACT NOTICE ..... 5

1.18 BIDDER RESPONSIBILITIES..... 5

1.19 MANDATORY CONTRACTUAL TERMS ..... 5

1.20 Bid/PROPOSAL AFFIDAVIT..... 5

1.21 CONTRACT AFFIDAVIT..... 5

1.23 ARREARAGES..... 6

1.24 PROCUREMENT METHOD ..... 6

1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENT ..... 6

1.26 FALSE STATEMENTS ..... 6

1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER..... 6

**SECTION 2 – BIDDER MINIMUM QUALIFICATIONS ..... 8**

**SECTION 3 – SCOPE OF WORK ..... 9**

3.1 PURPOSE AND BACKGROUND..... 9

3.2 GENERAL REQUIREMENTS ..... 9

3.3 ARRA SPECIFIC REQUIREMENTS..... 12

3.4 ACCEPTANCE ..... 12

3.5 INVOICING ..... 12

3.6 INSURANCE ..... 12

**SECTION 4 – BID FORMAT ..... 14**

4.1 TWO PART SUBMISSION..... 14

4.2 BIDS..... 14

4.3 SUBMISSION..... 14

4.4	VOLUME I – TECHNICAL BID .....	14
4.5	VOLUME II - FINANCIAL BID.....	16
<b>SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE .....</b>		<b>17</b>
5.1	EVALUATION CRITERIA .....	17
5.2	TECHNICAL CRITERIA .....	17
5.3	FINANCIAL CRITERIA .....	17
5.4	RECIPROCAL PREFERENCE.....	17
5.5	SELECTION PROCEDURES.....	17
<b>ATTACHMENTS .....</b>		<b>19</b>
	ATTACHMENT A – CONTRACT .....	20
	ATTACHMENT B – BID/PROPOSAL AFFIDAVIT .....	30
	ATTACHMENT C - CONTRACT AFFIDAVIT .....	36
	ATTACHMENT D – PRICE BID FORM INSTRUCTIONS .....	37
	ATTACHMENT D - PRICE BID FORM.....	38
	ATTACHMENT E—PROCUREMENT OFFICER CHECKLIST.....	39

## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Maryland Department of Information Technology (DoIT) is responsible for providing technical leadership and guidance to all agencies in the Executive Branch of the State of Maryland (the State). DoIT assures that State agencies implement successful information technology (IT) development projects in accordance with the mission of the agency and establishes direction for the productive and efficient use of information technology at the Statewide level.
- 1.1.2 The State of Maryland was awarded competitive federal grant funds to extend middle-mile broadband infrastructure to each of Maryland's 23 Counties, the City of Baltimore, and the City of Annapolis, including many rural and underserved communities across the State. Expanding broadband is crucial for helping to create jobs, improve public safety, increase educational opportunities, improve health care delivery, and improve infrastructure for the Defense Base Closure and Realignment (BRAC). The project is grant funded through the U.S. Department of Commerce's Broadband Technology Opportunities Program (BTOP), as authorized by the American Recovery and Reinvestment Act (ARRA).
- 1.1.3 DoIT, in construction of the One Maryland Broadband Network (OMBN), will use the grant funds to build as much as 1,294 miles of fiber optics, linking together three independent broadband networks and extending affordable and abundant Internet access to more than 1,000 anchor institutions.
- 1.1.4 The purpose of this Invitation for Bids is to obtain pricing for, and select a Contractor to provide to the State, fiber optic cable in order to build out the above described broadband infrastructure.
- 1.1.5 It is the State's intention to obtain fiber optic cable, as specified in this Invitation for Bids, from a Contract between the successful Bidder and the State.
- 1.1.6 DoIT intends to award a Contract to the Bidder whose bid is deemed favorable to the State.
- 1.1.7 Bidders must be able to provide and meet all of the requirements requested in this solicitation.
- 1.1.8 An award does not assure a Contractor that it will receive any business under the resultant contract(s).

### 1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us)
- b. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of Attachment A.
- c. **Contract Manager (CM)** – The State representative for this project who is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the

Contract and assisting the Project Manager in achieving on budget/on time/on target (e.g., within scope) completion of the project.

- d. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- e. **DoIT** – Department of Information Technology
- f. **Invitation for Bids (IFB)** – This Invitation for Bids for the Maryland Department of Information Technology, Project Number 060B1400069 dated June 30, 2011, including any amendments.
- g. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- h. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 6:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword State Holidays.
- i. **Bidder** – An entity that submits a Bid in response to this IFB.
- j. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract, issuing notices to proceed, determining scope issues, and is the only State representative who can authorize changes to the Contract. DoIT may change the Procurement Officer at any time by written notice to the Contractor.
- k. **Project Manager (PM)** – The State representative who is primarily responsible for monitoring the daily activities of the Project and providing technical guidance to the Contractor. DoIT may change the PM at any time by written notice to the Contractor.
- l. **State** – “State” means the State of Maryland.

### 1.3 Contract Type

The Contract that results from this shall be an Indefinite Quantity Contract, Fixed Unit Prices in accordance with COMAR 21.06.03.06.

### 1.4 Contract Duration

The Contract resulting from this IFB shall be for a period of six months beginning on the Contract execution date and ending six months later.

### 1.5 Procurement Officer

The sole point of contact in the State for purposes of this IFB prior to the award of any Contract is the Procurement Officer at the address listed below:

Edward Bannat  
Maryland Department of Information Technology  
45 Calvert Street, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401  
Phone Number: (410) 260-7662  
Fax Number: (410) 974-5615  
E-mail: [edward.bannat@doit.state.md.us](mailto:edward.bannat@doit.state.md.us)

DoIT may change the Procurement Officer at any time by written notice.

## 1.6 Contract and Program Manager

The Contract Manager is:

Gregory Urban  
Department of Information Technology  
45 Calvert Street, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401  
Phone Number: 410-260-7279  
Fax Number: 410-974-5615  
Email: [gregory.urban@doit.state.md.us](mailto:gregory.urban@doit.state.md.us)

The Program Manager is:

David Piccoli , PMP  
PROGRAM MANAGER  
ONE MARYLAND BROADBAND NETWORK  
Maryland Department of IT (DOIT)  
508 McCormick Drive, Suite C  
Glen Burnie, MD 21061  
410.590.2032 (office) 443.306.3647 (mobile)

## 1.7 eMarylandMarketplace

eMarylandmarketplace.com (“eMM”) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web site ([www.DoIT.maryland.gov](http://www.DoIT.maryland.gov)) and other means for transmitting the IFB and associated materials, the solicitation and summary of the pre-bid conference, Bidder questions and the Procurement Officer’s responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on “Registration” to begin the process and follow the prompts.

## 1.8 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the closing date and time. If possible and appropriate, such questions will be answered prior to the closing date and time. Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Time permitting answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the IFB.

## 1.9 Bids Due (Closing) Date

An unbound original and three bound copies of each bid (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than 12:00 PM (local time) on July 21, 2011 in order to be considered. An electronic version (or CD/DVD format) of the Technical Bid in MS Word format must be enclosed with the original technical bid. An electronic version (CD/DVD format) of



the Financial Bid in MS Word format must be enclosed with the original financial bid. Ensure that the CD/DVDs are labeled with the IFB title, IFB number, and Bidder name and packaged with the original copy of the appropriate bid (technical or financial).

Requests for extension of this date or time will not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, bids received by the Procurement Officer after the due date July 21, 2011 at 12:00 PM (local time) will not be considered.

**Bids may not be submitted by email or facsimile.**

#### **1.10 Duration of Offer**

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of bids or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

#### **1.11 Revisions to the IFB**

If it becomes necessary to revise this IFB before the due date for bids, amendments will be provided to all prospective Bidders who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. In addition, amendments to the IFB will be posted on the DoIT Procurements web page and through eMarylandMarketplace. Amendments made after the due date for bids will be sent only to those Bidders who submitted a timely bid.

Acknowledgment of the receipt of all amendments to this IFB issued before the bid due date must accompany the Bidder's bid in the Transmittal Letter accompanying the Technical Bid submittal. Acknowledgement of the receipt of amendments to the IFB issued after the bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

#### **1.12 Cancellations; Discussions**

The State reserves the right to cancel this IFB, accept or reject any and all bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written bids received without prior discussions or negotiations.

#### **1.13 Incurred Expenses**

The State will not be responsible for any costs incurred by a Bidder in preparing and submitting a bid, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

#### **1.14 Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's bids to meet the requirements of this IFB.

### **1.15 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.16 Multiple or Alternate Bids**

Neither multiple nor alternate bids will be accepted.

### **1.17 Access to Public Information Act Notice**

A Bidder shall give specific attention to the clear identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Bidders are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical bid and if applicable in the Financial bid.

### **1.18 Bidder Responsibilities**

The selected Bidder shall be responsible for all products and services required by this IFB. All subcontractors must be identified and a complete description of their role relative to the bids must be included in the Bidder's bids. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If a Bidder that seeks to perform or provide the services required by this IFB is subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's bid must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.19 Mandatory Contractual Terms**

By submitting an offer in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the Contract, attached as Attachment A. Any exceptions to this IFB or the Contract must be clearly identified in the Executive Summary of the technical bid. A bid that takes exception to these terms may be rejected.

### **1.20 Bid/Proposal Affidavit**

A bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this IFB.

### **1.21 Contract Affidavit**

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit must be provided within five business days of notification of proposed Contract award.

### **1.22 Minority Business Enterprises**

A MBE subcontractor participation goal of 0% has been established for this solicitation.

### **1.23 Arrearages**

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, 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.

### **1.24 Procurement Method**

This Contract will be awarded in accordance with the multi-step sealed bidding process under COMAR 21.05.02.17.

“Multi-step sealed bidding” means a two-phase process in which bidders submit unpriced technical offers or samples, or both, to be evaluated by the State and a second phase in which those bidders whose technical offers or samples, or both, have been found to be acceptable during the first phase have their price bids considered.”

### **1.25 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

### **1.26 False Statements**

Bidders are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
  - Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

### **1.27 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the

COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:  
<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

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## **SECTION 2 – BIDDER MINIMUM QUALIFICATIONS**

Bidders must be a manufacturer of fiber optic communications cables that meet the technical specifications in Section 3.2.1 and 3.2.2 of this IFB.

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## SECTION 3 – SCOPE OF WORK

### 3.1 Purpose and Background

- 3.1.1. The State is issuing this solicitation for the purposes outlined in Section 1.1 of this IFB.
- 3.1.2. The State of Maryland was awarded competitive federal grant funds to extend middle-mile broadband infrastructure to each of Maryland’s 23 Counties, the City of Baltimore, and the City of Annapolis, including many rural and underserved communities across the State. Expanding broadband is crucial for helping to create jobs, improve public safety, increase educational opportunities, improve health care delivery, and improve infrastructure for the Defense Base Closure and Realignment (BRAC). The project is grant funded through the U.S. Department of Commerce’s Broadband Technology Opportunities Program (BTOP), as authorized by the American Recovery and Reinvestment Act (ARRA).
- 3.1.3. DoIT, in construction of the One Maryland Broadband Network (OMBN), will use the grant funds to build as much as 1,294 miles of fiber optics, linking together three independent broadband networks and extending affordable and abundant internet access to more than 1,000 anchor institutions.

### 3.2 General Requirements

- 3.2.1 Fiber Optic Cable Specifications: The Contractor shall deliver fiber optic cable in accordance with the following specifications:
  - 3.2.1.1 All Dielectric (AD) ribbon and loose-tube fiber optic cable, in 12-, 48-, 72-, 96-, 144- and 216-count sheaths.
  - 3.2.1.2 Conforms to international standards ITU-T G.652.D and Telcordia GR-20 (unless otherwise noted)
  - 3.2.1.3 Delivered on steel reels, each holding a fiber length of a minimum of 18,000 feet, -0%. FOB pricing shall include return shipping of steel reels. All effort will be made by the State to consolidate reels in return shipping locations to allow for return shipments consisting of full truckloads.
  - 3.2.1.4 Comprised of All Dielectric (AD) materials.
  - 3.2.1.5 Made of a dry, gel-free cable design.
  - 3.2.1.6 Incorporates dry, spun filament super absorbent water-blocking elements.
  - 3.2.1.7 Marked, in permanent white characters, with:
    - 1. Manufacturer name
    - 2. Month and year of manufacture
    - 3. Number of optical fibers
    - 4. Sequential length markings, minimum of every two feet, in feet
  - 3.2.1.8 For 48-, 72-, 96-, 144-, and 216-count sheaths, have a ribbonized strand design, with 12 fibers per ribbon.
  - 3.2.1.9 For 12-count fiber sheath (hereafter referred to as —drop fiber), be AD loose tube fiber, 12 fibers per tube.

- 3.2.2 The State specifically needs
- a) 158,000 cable feet of 96 ct cable,
  - b) 170,000 cable feet of 48 ct cable, and
  - c) 52,000 cable feet of 12 ct cable.
- 3.2.3 Delivery is required to be within 4 weeks of the receipt of a Purchase Order from DoIT.

### **3.3 ARRA Specific Requirements**

The following requirements of the American Recovery and Reinvestment Act of 2009, where applicable, must be met by the Contractor:

Notwithstanding specific State of Maryland procurement law and other provisions and requirements within this IFB, vendors receiving BTOP grant funds must comply with all Federal and State laws, orders, rules and regulations governing the services provided under this IFB, including but not limited to the following, which may not be applicable for all types of vendors and procurements:

#### **Department of Commerce Financial Assistance Standard Terms and Conditions**

15 CFR Part 24, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

DOC American Recovery Act Award Terms 74 FR 33104, 74 FR 41676, 74 FR 42644

Buy American: The Contractor shall comply with Section 1605 (Buy American Provision) of the American Recovery and Reinvestment Act of 2009

Seatbelt Use: Pursuant to Executive Order 13043, Contractor is encouraged to enforce on-the-job seat belt policies and programs when operating recipient/company-owned, rented or personally owned vehicles.

Sub-award and/or Contract to a Federal Agency: Recipients, sub recipients, contractors and/or subcontractors may not sub-grant or sub-contract any part of an approved project to any Federal department, agency, instrumentality or employee thereof, without prior written permission.

Receipt of ARRA Funds: Each entity (except individuals) that receives ARRA funds directly or indirectly should have a Dun and Bradstreet Data Universal Numbering System (DUNS) number.

Compliance with the Copeland Anti-Kickback Act ([18 U.S.C. 874](#)) as supplemented in Department of Labor regulations (29 CFR Part 3).

Compliance with the Davis-Bacon Act ([40 U.S.C. 276a to 276a7](#)) as supplemented by Department of Labor regulations (29 CFR Part 5). See Attachment M.

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act ([40 U.S.C. 327330](#)) as supplemented by Department of Labor regulations (29 CFR Part 5).

Solicitation of Gratuities: Recipients or subrecipients may not solicit or accept gratuities or favors from contractors, potential contractors or sub-agreement parties.

Disputes: Contractor must resolve disputes with DoIT and has no recourse to the federal agency.

Equal Employment Opportunity: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

### **Performance of Contractor**

All contractors and/or subcontractors shall:

- Perform under standard T&Cs (ARRA and DoC)
- Perform with integrity.
- Have a record of past performance.
- Be equipped with necessary financial resources
- Shall not be debarred or on an excluded party list

Any invention made under this contract is determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., except as otherwise required by law. Specific requirements governing the development, reporting, and disposition of rights are described in more detail in 37 CFR Part 401.

The Contractor may copyright any work produced under this contract. Such work is subject to the Department of Commerce's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. For works jointly owned, 17 U.S.C. § 105 applies.

The rights to any work produced or purchased under this contract are determined by 15 CFR § 24.34 and 15 CFR § 14.36. Such works may include data, databases, or software.

The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records associated with this contract to make audits, inspections, excerpts, transcripts or other examinations as authorized by law.

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act ([42 U.S.C. 1857\(h\)](#)), section 508 of the Clean Water Act ([33 U.S.C. 1368](#)), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

Compliance with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5, and posting of notice of the rights and remedies provided under the Act. The poster can be downloaded from the following web site: <http://www.oig.doc.gov/recovery/whistleblower.html>.

For additional information, see the Department of Commerce Notice of Fund Availability for the BTOP program, located at [http://www.ntia.doc.gov/frnotices/2010/FR\\_BTOPNOFA\\_100115.pdf](http://www.ntia.doc.gov/frnotices/2010/FR_BTOPNOFA_100115.pdf).



### **3.4 Acceptance**

The method for Fiber Optic Reel Acceptance Testing will be: Test all fibers using an OTDR and launch cable at 1550nm in full auto mode. The fiber length is obtained by footage marks on the cable reel and verified with the OTDR.

### **3.5 Invoicing**

3.5.1 All invoices for fiber optic cable shall be submitted to the Program Manager no later than 30 calendar days following the month the equipment was provided and include the following information: Department of Information Technology, 45 Calvert Street, Annapolis, Maryland 21401, Contractor name, remittance address, federal taxpayer identification, invoice period, invoice date, invoice number, amount due and the purchase order number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.5.2 Contractor shall have a process for resolving billing errors.

### **3.6 Insurance**

3.6.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

3.6.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

3.6.3 The Contractor shall provide a copy of the Contractor's current certificate of insurance, that, at a minimum, shall contain the following:

A) Worker's Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

B) General Liability – The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.

\$2,000,000 – General Aggregate Limit (other than products/completed operations)

\$2,000,000 – Products/completed operations aggregate limit

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal and Accidental Injury Limits

\$ 50,000 – Fire Damage Limit

\$ 5,000 – Medical Expense

3.6.4 Upon execution of a Contract with the State, Contractor shall provide the State with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.

3.6.5 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the

insurance carrier provide the Procurement Officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor shall provide the State with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.6.6 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

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## SECTION 4 – BID FORMAT

### 4.1 Two Part Submission

Bidders shall submit bids in separate volumes:

- Volume I - TECHNICAL BID
- Volume II - FINANCIAL BID

### 4.2 Bids

Volume I-Technical Bid shall be sealed separately from Volume II-Financial Bid but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An electronic version of both the Volume I- Technical Bid in MS Word format and the Volume II- Financial Bid in MS Word format shall also be submitted in separate files to the Procurement Officer (address listed on the Key Information Summary).

An unbound original, three (3) copies and electronic copies (CD/DVD format) of each bid must be received by the Procurement Officer, at the address listed in Section 1.5, no later than July 21, 2011 at 12:00 pm, Local Time, in order to be considered. The electronic copies shall be in MS Word format with the electronic version of the technical bid enclosed with the original technical bid and the electronic copy of the financial bid enclosed with the original financial bid. Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, bids received by the Procurement Officer after the closing time and date will not be considered. Bids delivered by email or facsimile shall not be considered.

### 4.3 Submission

Each Bidder is required to submit a separate file for each "Volume", which is to be labeled Volume I- Technical Bid and Volume II-Financial Bid. Each file shall bear the IFB title and number, name and address of the Bidder, the volume number (I or II), and closing date and time for receipt of the bids.

All pages of both bid volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

### 4.4 Volume I – Technical Bid

#### 4.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Bid. The purpose of this letter is to transmit the bid and acknowledge the receipt of any addenda. The transmittal letter should be brief. The transmittal letter shall list the official name and Federal Employer Identification Number of the entity submitting the bid. It shall also include the name and contact information of a person authorized to make commitments on behalf of the entity and shall be signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. See Bidder's responsibilities in Section 1.18.

#### **4.4.2 Additional Required Technical Submissions**

- i. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Bid only)

#### **4.4.3 Format of Technical Bid**

Inside a sealed package described in Section 4.3, above, an unbound original, to be so labeled, three bound copies and the electronic version shall be provided. Section 3 of this IFB provides requirements and Section 4 provides reply instructions. The paragraphs in these IFB sections are numbered for ease of reference. In addition to the instructions below, the Bidder's Technical Bids should be organized and numbered in the same order as this IFB. This bid organization will allow State officials and the Evaluation Committee to "map" Bidder responses directly to IFB requirements by paragraph number.

The Technical Bid shall include the following section in this order:

#### **4.4.4 Title and Table of Contents**

The Technical Bid should begin with a title page bearing the name and address of the Bidder and the name and number of this IFB. A table of contents shall follow the title page for the Technical Bid. Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Bidder's Technical Bid, and if applicable, also in the Bidder's Financial Bid. A n explanation for each claim of confidentiality shall be included.

#### **4.4.5 Executive Summary**

The Bidder shall condense and highlight the contents of the technical bid in a separate section titled "Executive Summary".

The summary shall also identify any exceptions the Bidder has taken to the requirements of this IFB, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the bid deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the summary shall indicate this.

#### **4.4.6 Bidder Experience and Capabilities**

Bidders shall include information on experience providing fiber optic cable. General requirements of the Bidder are outlined in Section 3. Bidders shall describe how their organization can meet the requirements of this IFB and shall include the following:

- 4.4.6.1 An overview of the Bidder's experience and capabilities providing fiber optic cable. This description shall include:
  - The number of years the Bidder has provided fiber optic cable;
  - Three existing clients the Bidder has sold fiber optic cable meeting the specifications of this IFB to; and
  - The geographic locations that the Bidder currently serves.

#### **4.4.7 Bidder Technical Response to IFB Requirements**

The Bidder shall address each major section in the Technical Bid and describe how its proposed material will meet the requirements as d escribed in the IFB. If the State is seeking Bidder agreement to a requirement, the Bidder shall state agreement or disagreement.

As stated above, any exception to a term or condition may result in having the bid deemed unacceptable or classified as not reasonably susceptible of being selected for award.

**Note: No pricing information is to be included in the Technical Bid (Volume 1). Pricing will only be included in the Financial Bid (Volume II).**

#### **4.4.8 The Process for Resolving Billing Errors**

The Bidder shall submit a copy of its process for resolving billing issues.

#### **4.4.9 Financial Capability and Statements**

The Bidder shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two years (independently audited preferred).

#### **4.4.10 Certificate of Insurance**

The Bidder shall provide a copy of the Bidder's current certificate of insurance with the prescribed limits set forth in Section 3.6.

#### **4.4.11 Legal Action Summary – Describe:**

1. Any outstanding legal actions or potential claims against the Bidder
2. Any settled or closed legal actions or claims against the Bidder over the past five years
3. Any judgments against the Bidder within the past five years, including the case name, number, court and final ruling or determination from the court.
4. The judge and court location in instances where litigation is ongoing and the Bidder has been directed by the court not to disclose information

### **4.5 Volume II - Financial Bid**

Under separate sealed cover from the Technical Bid and clearly identified in the format requirements identified in Section 4.3, the Contractor shall submit an original unbound copy to be so labeled, three bound copies, and an electronic version in MS Word of the Financial Bid. The Financial Bid shall contain the price per foot, the total price per cable size and the grand total price in the format specified in the Price Bid Form (Attachment D). Instructions for filling out the price Bid Form are contained in Attachment D.

## SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

Evaluation of the bids will be based on the criteria set forth below. The Contracts resulting from this IFB will be awarded to the Bidder that is most favorable to the State, considering price and the technical factors set forth herein.

### 5.2 Technical Criteria

The criteria to be applied to each Technical Bid are listed below:

- Ability to meet the delivery timeframe identified in 3.2.3.
- Stated commitment to comply with applicable requirements listed in Section 3.2.

### 5.3 Financial Criteria

All qualified Bidders will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines (as submitted in the Price Bid Form).

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this IFB is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### 5.5 Selection Procedures

#### 5.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed bids process under COMAR 21.05.02. The competitive sealed bids method is based on discussions and revision of bids during these discussions.

#### 5.5.2 Selection Process Sequence

- 5.5.2.1 The first step in the process will be an evaluation to determine if the bidders provided all of the requirements stated in the IFB and have the technical capability to satisfy all of the requirements in the IFB.
- 5.5.2.2 After the Procurement Officer evaluates the technical offers and finds that they are acceptable under the criteria set forth in the IFB, the Procurement Officer shall consider the prices submitted by bidders whose technical offers have been found acceptable.

5.5.2.3 The Procurement Officer shall return an unopened price bid submitted by a bidder whose technical offer has been evaluated as unacceptable.

**5.5.3 Award Determination**

Bids will be opened at 2:00pm on Friday July 22 in Room 445 at 45 Calvert Street, Annapolis, MD. A public opening of the price bid will be scheduled when the technical evaluation is complete and all bidders whose bids have been found acceptable will be notified of the time and date set for opening of price bids. The Procurement Officer will notify bidders through eMarylandMarketplace.

Award will be made to the responsive bidder who submits the responsive bid that is most favorable to the State.

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## ATTACHMENTS

**ATTACHMENT A** is the State's Contract. It is provided with the IFB for informational purposes and is not required at bid submission time. However, it must be completed, signed and returned by the selected Bidder to the Procurement Officer expeditiously upon notification of proposed Contract award.

**ATTACHMENT B** – Bid/Proposal Affidavit. This form must be completed and submitted with the Bidder's technical bid.

**ATTACHMENT C** – Contract Affidavit. IT is not required at bids submission time. It must be submitted by the selected Bidder to the Procurement Officer within 5 working days of notification of proposed award.

**ATTACHMENT D** – Price Bid Instructions and Forms. Price Bid forms must be completed and submitted as the Financial Bid.

**ATTACHMENT E** – Procurement Officer Checklist. Used to as an aide to be certain all the components of the Technical Bid are completed and submitted. The checklist will not be a part of the technical evaluation.



**ATTACHMENT A – CONTRACT**

**FIBER OPTIC CABLE**

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between \_\_\_\_\_ and the STATE OF MARYLAND, acting through the DEPARTMENT OF INFORMATION TECHNOLOGY.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means Gregory Urban of the Department.
- 1.2 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.3 “Department” means the Maryland Department of Information Technology.
- 1.4 “Financial Bid” means the Contractor’s Financial Bid dated \_\_\_\_\_.
- 1.5 “Procurement Officer” means Edward Bannat of the Department.
- 1.6 “Program Manager” means David Piccoli of the Department.
- 1.7 “IFB” means the Invitation for Bids for Fiber Optic Cable, Project 060B1400069, and any amendments thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Bid” means the Contractor’s Technical Bid, dated \_\_\_\_\_.

**2. Scope of Work**

- 2.1 The Contractor shall provide all deliverables as defined in the IFB Section 3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The IFB
- Exhibit B – The Technical Bid
- Exhibit C – The Financial Bid
- Exhibit D - State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement or conduct of the Procurement

Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

### **3. Time for Performance.**

The Contract resulting from this IFB shall be for a period of two years beginning on the Contract execution date and ending two years later. The Contractor shall provide material upon receipt of a Notice to Proceed from the Procurement Officer.

### **4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified on Exhibit C, Contractor's Financial Bid. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$200,000. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse

or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

## **5. Specifications**

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

## **6. Warranty of Work**

6.1 The Contractor warrants that the title conveyed under the terms of this Contract shall be good and its transfer rightful and that all goods, supplies, systems and equipment shall be delivered free from all security interests or other liens or encumbrances whatsoever. Contractor also hereby agrees to warrant and defend the same against all persons lawfully claiming whole or any part thereof.

6.2 The Contractor warrants that all goods, supplies, equipment, design and work covered by this Contract shall be satisfactory for its intended purpose, shall conform to and perform as called for in the Contract requirements and specifications and shall be free from all defects and faulty materials and workmanship. Any goods, supplies, equipment, design and work found to be defective within one year from the date of final acceptance shall be repaired, remedied or replaced hereinafter called "corrective work", by the contractor, free of all charges including transportation.

6.3 It is understood and agreed that time is of the essence in respect to all corrective work to be undertaken pursuant to the warranty herein contained, expressed or implied, and the Contractor shall promptly commence corrective work upon receipt of written notice from the Department.

## **7. Patents, Copyrights, Intellectual Property**

The Contractor shall indemnify and save harmless the Department, its officers, agents and employees, from any and all liability of any nature or kind, including costs and expenses, for infringements or use of any copyrighted or uncopyrighted composition, secret process, patent or unpatented invention, article or application furnished or used in connection with the contract. Bidders may be required to furnish a bond or other indemnification to the Department against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

## **8. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

**9. Prohibited Interest**

No member, or employee of the Department or of a local public body during his tenure or one year thereafter shall have any interest, direct, or indirect in this contract or the proceeds thereof. In this Article, "local public body" means the State of Maryland, any political subdivision of the State or any agency of the State or political subdivision.

**10. Indemnification**

The Contractor shall protect, defend, indemnify and save harmless the Department, its officers, agents, employees, from any and all claims, demands, suits, loss, damage, injury and liability, including costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of this Contract, including but not limited to delivery and any loading of supplies and equipment.

**11. Non-Hiring of 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.

**12. 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. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**13. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

**14. Nondiscrimination in Employment**

The Contractor agrees: (a) 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 disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) 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.

**15. Contingent Fee Prohibition**

The Contractor warrants that it 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 this Contract.

**16. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**17. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

**19. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**21. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract. The Contractor shall comply with all State and/or Federal requirements applicable to the grant funding source, including but not limited to those described in the IFB Section 3.3.

**22. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State 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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor 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, a county, or an incorporated municipality, or their agencies, 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. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**24. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

**25. Compliance with Laws**

The Contractor hereby represents and warrants that:

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

**26. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

**27. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

**28. Parent Company Guarantee (If Applicable)**

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

**29. Commercial Non-Discrimination**

29.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

29.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DoIT, in all subcontracts.

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

**30. Administrative**

30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

30.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Gregory Urban  
Maryland Department of Information Technology  
45 Calvert Street, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401

Attention: \_\_\_\_\_

If to the Contractor: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**31. Shipping, Handling and Delivery**

- 31.1 The Contractor shall give the Department 10 days advance notice before each shipment is made. Such notification will include estimated weight of materials, quantity, a description of the articles, and other information necessary for the Department to make arrangements for unloading.
- 31.2 Prepare all materials and equipment in such a manner as to protect them from damage in transit and at delivery site,
- 31.3 Make delivery aboard the delivering carrier at the site or sites indicated in the Contract documents.
- 31.4 All deliveries shall be f.o.b. destination unless otherwise specified.

**32. Inspections**

- 32.1 The product, materials and equipment will be subject to inspections by the Department, at the place of manufacture, the shipping point, and at the shipping destination. Inspection and tests by the Department will be performed in such a manner as to not unduly delay the work.
- 32.2 Whether or not the Department inspects or tests any materials or equipment the Contractor will not be relieved of any responsibility regarding defects or other failures to meet the Contract requirements, nor will such inspection or testing be considered as a guaranty of acceptance of any material or equipment which may be delivered later.

**33. Acceptance**

Unless otherwise specified in the contract documents, acceptance will take place upon completion of final inspection by the Department of the materials or equipment at the delivery site.

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

CONTRACTOR

STATE OF MARYLAND  
BY: DEPARTMENT OF INFORMATION  
TECHNOLOGY

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

\_\_\_\_\_  
By: Elliot H. Schlanger, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

Approved for form and legal  
sufficiency this \_\_\_\_ day \_\_\_\_\_, 2011.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

**ATTACHMENT B – 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 bids 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.

**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 subsectiona (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):

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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).

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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):

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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 bid 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)



**ATTACHMENT C - CONTRACT 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 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: \_\_\_\_\_.

(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.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

## PRICING INSTRUCTION FORM

### A. Instructions

In order to assist Bidders in the preparation of their price bid and to comply with the requirements of this solicitation, Price Instructions and a Price Bid Form have been prepared. Bidders shall submit their price bid on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the price bid shall be rejected. The Price Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to all proposed prices.

The price bid form is used to calculate the Bidder's TOTAL PRICE PROPOSED.

- A) All Unit/Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15
- B) All Unit Prices must be the actual unit price the State shall pay for the proposed item per this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) All goods or services required or requested by the State and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in the price bid form shall be filled in.
- F) Except as instructed on the form, nothing shall be entered on the price bid form that alters or proposes conditions or contingencies on the prices.
- G) It is imperative that the prices included on the Price Bid Form have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Price Bid Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.02.12.

**Attachment D - Price Bid Form**

Fiber Optic Cable Pricing

Column A	Column B	Column C	Column D
Cable Size	Feet of Cable	Price per foot	Extended Price
96 count	158,000		
48 count	170,000		
12 count	52,000		
<b>Total Evaluated Price</b>			

\* The units listed are for evaluation purposes. The price in Column C is the price the State will pay for any ordered feet of fiber optic cable. The actual number of units will vary and are not guaranteed.

Submitted By:			
Authorized Signature		Date	
Printed Name and Title			
Company Name			
Company Address			
FEIN			
eMM i.d.			
Telephone #			
Fax #			

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**ATTACHMENT E—PROCUREMENT OFFICER CHECKLIST**

<b>IFB</b>	<b>Requirement</b>	<b>Y/N</b>	<b>Remarks</b>
4.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
4.2	Were there an unbound original and three copies of the Vol I-Technical Bid?		
4.2	Was an electronic version submitted in MS Word format for Vol I enclosed in the original copy of the Tech Bid?		
4.2	Was the electronic media labeled with the IFB title/number, Bidder name and Vol I?		
4.3	Were separate volumes labeled Vol I—Technical Bid and Vol II—Financial Bid, in sealed packages bearing IFB title & number, name/address of Bidder, and closing date/time on outside of the packages? Were tech bid pages numbered consecutively?		
4.4.1	Was there a letter which transmitted the technical bid, acknowledged the receipt of addenda and was the letter signed by an individual authorized to commit the Bidder to the services and requirements of the IFB?		
4.4.2	Did the Bidder provide a completed Bid/Proposal Affidavit (Atch B), Mercury Affidavit (Atch G), Living Wage Affidavit (Atch H) and Bidder Qualifications (Atch J) —all with the original of technical bid only? Were all the blocks filled in and were the Affidavits signed?		
4.4.3	Were bids numbered to match numbering in IFB?		
4.4.4	Did the technical bid begin with a title page bearing the name and address of the Bidder and the name and number of the IFB followed by a table of contents for the tech bid? Was confidential info identified after title page?		
4.4.5	Is there a separate executive summary, which condenses and highlights the contents of the technical bid?		
4.4.5	Does the executive summary identify any exceptions the Bidder has taken to the requirements of the IFB, the contract (Atch A) or any other attachments? <b>(Warning—Exceptions may result in bid being rejected)</b>		
4.4.5	If there are no exceptions, does the executive summary so state?		