

Invitation for Bids

**MICROWAVE ANTENNAS AND COMPONENTS
050R3800448**

Department of Budget and Management

Office of Policy Analysis



Issue Date: June 24, 2003

NOTICE

Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that the amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises (MBEs) are encouraged to respond to this solicitation

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid solicitations, and 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 bid, proposal, or "no bid," as the case may be. Thank you for your assistance.
Bid/Proposal Number: IFB 050R3800448

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 can not be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE 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 or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids

**MICROWAVE ANTENNAS AND COMPONENTS
050R3800448**

IFB Issue Date: June 24, 2003

IFB Issuing Office: Department of Budget and Management

Procurement Officer: Robert C. Krysiak
410-260-7179 (Phone)
410-974-3274 (Fax)

Bid(s) are to be sent to: Department of Budget and Management
Office of Policy Analysis
Procurement Unit
45 Calvert Street
Annapolis, Maryland 21401
Attn: Robert C. Krysiak

Closing Date and Time: July 22, 2003 2:00PM (Local Time)

NOTE

This IFB is available on diskette in Word. Potential bidders wishing to receive this information on diskette may submit a written request along with a blank formatted 3-1/2" IBM compatible diskette to the Issuing Office. Information supplied on diskette is for convenience only. In cases of conflict between the diskette information and the actual written IFB, the written IFB document prevails. For copies of the written document, contact the Issuing Office.

TABLE OF CONTENTS

SECTION 1 -GENERAL INFORMATION	2
SUMMARY STATEMENT	2
DEFINITIONS	2
ISSUING OFFICE	2
PRE-BID CONFERENCE	2
CLOSING DATE	3
DURATION OF OFFER	3
REVISIONS TO THE IFB	3
CANCELLATIONS; DISCUSSIONS	3
INCURRED EXPENSES	3
DISPUTES	3
MULTIPLE OR ALTERNATIVE BIDS	3
ACCESS TO PUBLIC RECORDS ACT NOTICE.....	3
BIDDER RESPONSIBILITIES	4
MANDATORY CONTRACTUAL TERMS	4
BID/PROPOSAL AFFIDAVIT.....	4
CONTRACT AFFIDAVIT.....	4
MINORITY BUSINESS ENTERPRISES.....	5
ARREARAGES	4
PROCUREMENT METHOD	4
OPENING AND RECORDING OF BIDS.....	4
RECIPROCAL AGREEMENT.....	4
NO BID STATEMENT.....	5
AWARD BASIS.....	5
VERIFICATION OF REGISTRATION AND TAX PAYMENT	5
CONTRACT TYPE.....	5
FALSE STATEMENTS	5
SECTION 2 - DESCRIPTION OF REQUIRED DELIVRABLES	6
SPECIFICATIONS	6
DELIVERY.....	8
INVOICING.....	8
WARRANTY.....	9
PRODUCT SUBSTITUTION/REPLACEMENT	9
PERFORMANCE PERIOD FOR ACCEPTANCE.....	9
SECTION 3 - BID PREPARATION AND SUBMISSION	10
BID FORMAT	10
PREPARATION OF BIDS SUBMISSION.....	11
OPENING AND RECORDING OF BIDS.....	11
NO BID STATEMENT.....	11
AUTHORIZED SIGNATURE.....	11
FINANCIAL CAPABILITIES AND INSURANCE.....	11
LEGAL ACTIONS STATEMENT	11
ATTACHMENT A - SAMPLE CONTRACT	
ATTACHMENT B - BID/PROPOSAL AFFIDIVIT	
ATTACHMENT C - CONTRACT AFFIDAVIT	
ATTACHMENT D - PRICE BID INSTRUCTIONS AND FORMS	

SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget and Management is seeking a vendor capable of supplying Andrews type or equivalent microwave antennas, wave-guide, and associated components necessary for the construction of a Statewide Wireless Communications Infrastructure.

The State makes no guarantee that it will purchase any equipment from any resulting contract. This contract will not be construed to require the State to procure exclusively from the contractor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractor.

1.2 DEFINITIONS

For purposes of this Invitation for Bids (IFB), the following terms have the meanings indicated below:

BPW	- Board of Public Works
COMAR	- Maryland Code of Regulations
DBM	- Department of Budget and Management
MBE	- Minority Business Enterprise

1.3 ISSUING OFFICE

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the Issuing Office address listed below:

Robert C. Krysiak
Department of Budget and Management
Office of Policy Analysis
Procurement Unit
45 Calvert Street, Room #115
Annapolis, MD 21401
Telephone #: 410-260-7179
Fax #: 410-974-3274
E-mail: rkrysiak@dbm.state.md.us

1.4 PRE-BID CONFERENCE

A Pre-Bid Conference shall not be held.

1.5 QUESTIONS

Questions, both oral and written, will be accepted from prospective bidders. Written questions must be submitted to the Issuing office by July 9, 2003. Questions may be submitted by facsimile.

1.6 CLOSING DATE

An original and five (5) copies of each Bid must arrive at the Issuing Office by July 22, 2003, 2:00 P.M. local time, in order to be considered. 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 at the Issuing Office. Except as provided in COMAR 21.05.02.10, Bids or unsolicited amendments to Bids arriving after the closing time and date shall not be considered. Bids delivered by facsimile shall not be considered.

1.7 DURATION OF OFFER

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

1.8 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB, amendments shall be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's Bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.9 CANCELLATIONS; DISCUSSIONS

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB.

1.10 INCURRED EXPENSES

The State shall not be responsible for any costs incurred by a bidder in preparing and submitting a Bid, or in performing any other activities relative to this solicitation.

1.11 DISPUTES

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.12 MULTIPLE OR ALTERNATE BIDS

A bidder may not submit more than one Bid. Multiple or alternate Bids shall not be accepted.

1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE

A bidder should identify those portions of its Bid that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, 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 shall be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.14 BIDDER RESPONSIBILITIES

The State shall enter into contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. Except as noted below, subcontractors, if any, must be identified and a complete description of their role relative to the Bid must be included in the Bid.

1.15 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a bidder, if selected for award, agrees to the terms of this IFB and the provisions in Attachment A.

1.16 BID/PROPOSAL AFFIDAVIT

All Bids submitted by a bidder must be accompanied by a completed Bid Affidavit. A copy of this Affidavit is included as Attachment B of this IFB.

1.17 CONTRACT AFFIDAVIT

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder shall 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 need not be submitted with a bidder's Bid but must be provided upon notice of contract award.

1.18 MINORITY BUSINESS ENTERPRISES (MBE)

Minority business enterprises are encouraged to respond to this solicitation.

1.19 ARREARAGES

By submitting a response to this solicitation, the bidder represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

1.20 PROCUREMENT METHOD

This contract shall be awarded in accordance with the competitive sealed bidding process under Maryland Code of Regulations (COMAR) 21.05.02.

1.21 OPENING AND RECORDING OF BIDS

Bids will be opened in accordance with the provisions of COMAR 21.05.02.11B. Specifically, the bids will be opened on July 22, 2003 at 2:30 PM (Local Time) .

Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the vendor must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

1.22 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, according to COMAR 21.05.01.04, the Department may apply, where applicable, the same preference against an out-of-state business that the business's home state would apply against a vendor whose principal office or base of business is located in Maryland.

1.23 NO BID STATEMENT

Vendors not responding to this solicitation are requested to submit the Notice to vendors/Contractors from which includes the company information and the reason for not responding (i.e. too busy, can not meet mandatory requirements, etc).

1.24 AWARD BASIS

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable bid price for providing the goods and services, as specified in this IFB. The most favorable bid price will be based on the sum total price bid in Attachment D, Bid Price Form.

1.25 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland 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 proposals. 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 CONTRACT TYPE

The contract that results from this IFB shall be a Fixed Price Contract, in accordance with COMAR 21.06.03.02.

1.27 FALSE STATEMENTS

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

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device
 - (2) make a false or fraudulent statement or representation or a material fact; or
 - (3) use a false writing or document that contains or fraudulent statement or entry of a materiel 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 5 years or both.

1.28 CONTRACT TERM

The term of the contract is for six months beginning upon execution of the Contract by the Department of Budget and Management. Required equipment must be delivered within 120 days after execution of the Contract by DBM

SECTION 2 - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 SCOPE OF SERVICES AND SPECIFICATIONS

The State Department of Budget & Management is requesting price proposals for the microwave antennas, wave-guide, and associated components in the quantities specified.

2.1.1 TECHNICAL SPECIFICATIONS OF THE COMPONENTS TO BE SUPPLIED

(1) a. Standard Elliptical Wave Guide (Item 1)

- a. Standard Jacket
- b. Maximum Frequency range: 5.85 – 7.125 GHZ
- c. TE-11 Mode cutoff frequency: 4.00 GHZ
- d. Group Delay at 6.775 GHZ, ns/100 ft: 125
- e. Peak power rating at 6.775 GHZ: 102 kW
- f. Minimum Bending Radii, without rebending, inches: E-Plane –7, H-Plane –20
- g. Minimum Bending Radii, with rebending, inches: E-Plane –10, H-Plane –29
- h. Maximum Twist, degrees/foot: 1
- i. Dimensions over Jackets, inches: 2.01x1.16
- j. Weight, pounds per foot: 0.51
- k. Andrews Type EW63 or equivalent
- l. Quantity required: 1000 feet

b. Standard Elliptical Wave Guide (Item 2)

- a. Standard Jacket
- b. Maximum Frequency range: 8.3 – 11.7 GHZ
- c. TE-11 Mode cutoff frequency: 6.50 GHZ
- d. Group Delay at 11.4 GHZ, ns/100 ft: 125
- e. Peak power rating at 11.2 GHZ, with 190 connectors: 44.9 kW
- f. Minimum Bending Radii, without rebending, inches: E-Plane –6, H-Plane – 13
- g. Minimum Bending Radii, with rebending, inches: E-Plane –7, H-Plane – 19
- h. Maximum Twist, degrees/foot: 2
- i. Dimensions over Jackets, inches: 1.32x0.80mm
- j. Weight, pounds per foot: 0.32
- k. Andrews Type EW90 or equivalent
- l. Quantity required: 1000 feet

(2) Flanges, Connectors and Termination Loads (must be made by the same manufacturer as supplied wave-guide)

a. Flange (Item 3):

- a. Brass Choke Flange
- b. Diameter 3.13mm
- c. For use with Andrews EW63 or equivalent wave-guide
- d. Andrews CPR137G or equivalent
- e. Quantity: 10

b. Flange (Item 4):

- a. Brass, Rectangular Contact Flange
- b. Dimensions: 2.69x1.94mm
- c. For use with Andrews EW63 or equivalent wave-guide
- d. Andrews UG344/U or equivalent
- e. Quantity: 10

c. Connector (Item 5):

- a. Brass Rectangular Connector
- b. Dimensions: 4.4x2.3mm
- c. For use with Andrews EW90 or equivalent wave-guide
- d. Andrews 190DE or equivalent
- e. Quantity: 10

d. Termination Load (Item 6):

- a. Standard Termination Load for unused rectangular wave-guide port
- b. Maximum VSWR 1.10
- c. To mate with Andrews CPR137G Flange or equivalent
- d. Andrews 39099-137 or equivalent
- e. Quantity: 4

(3) a. Pressure window (Item 7):

- a. For UG-344B/U or equivalent flange
- b. Frequency 5.925 – 7.750 GHZ
- c. Flange mounted Mylar construction
- d. Maximum pressure 15 PSIG
- e. To fit between UG344B/U or equivalent flanges
- f. Andrews 55000A-137 or equivalent
- g. Quantity required: 10

b. Pressure window (Item 8):

- a. For 190DE or equivalent flange
- b. Frequency 10.5 – 11.7 GHZ
- c. Flange mounted Mylar construction
- d. Maximum pressure 15 PSIG
- e. To fit between 190DE or equivalent flanges
- f. Andrews 55001-90 or equivalent
- g. Quantity required: 10

(4) a. Antenna (Item 9):

- a. Dual Polarized, High performance, 4 foot Dish antenna
- b. CPR90G input
- c. ETSI gain of 2
- d. Gain, dBi: low-40.0 Mid-band-40.3 Top-40.6
- e. Beamwidth: 1.6 degrees

- f. Cross Pol Disc. : 30 dB
- g. F/B ratio: 62 dB
- h. VSWR maximum: 1.10
- i. Andrews HP4-107A or equivalent
- j. Quantity required: 5
- k. Supplied with anti twist struts

b. Antenna (Item 10)

- a. Dual Polarized, Ultra High performance, 8 foot Dish antenna
- b. CPR137G or equivalent input
- c. ETSI gain of 2
- d. Gain, dBi: low-41.6 Mid-band-42.0 Top-42.4
- e. Beamwidth: 1.3 degrees
- f. Cross Pol. Disc: 30 dB
- g. F/B ratio: 76 dB
- h. VSWR maximum: 1.06
- i. Andrews UHX8-65E or equivalent
- j. Quantity required: 2
- k. Supplied with anti twist struts

c. Antenna (item 11):

- a. Single Polarized, Category A, Standard Performance, 8 foot Dish antenna
- b. CPR137G and UG344B/U input
- c. ETSI gain of 2
- d. Gain, dBi: low-41.0 Mid-band-40.8 Top-41.0
- e. Beamwidth: 1.3 degrees
- f. Cross Pol. Disc. : 30 dB
- g. F/B ratio: 60 dB
- h. VSWR maximum: 1.06
- i. Andrews PAR8-65A or equivalent
- j. Supplied with Long Life Radome
- k. Quantity required: 8
- l. Supplied with anti twist struts

2.2 DELIVERY

The vendor must describe the delivery time frame after receipt of order (ARO) for the above referenced components. Delivery will be FOB destination.

All Microwave dishe antennas and spools of Wave Guide are to be shipped to:

Maryland State Highway Administration
 5901 Baltimore National Pike
 Baltimore, MD 21228

All Flanges, Connectors and Pressure Windows are to be shipped to:

MIEMSS Communications
 653 West Pratt St.
 Baltimore, MD 21202

2.3 INVOICING

Invoices shall be in accordance with the attached contract and itemized to separate the cost of

the individual line items identified in the Price Sheet, Attachment E. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the site name, site number, and the DBM-issued Purchase Order (P.O.) number. Invoices shall only be issued upon complete delivery of the items described in this IFB. Partial payments are not permitted. Payment for invoices shall be rendered only after completion of inspections and acceptance of the items.

2.4 WARRANTY

A manufacturer's warranty shall be provided for all products provided under this solicitation. The warranty period shall not begin until after the State's Acceptance Period has expired or the State has otherwise accepted the equipment. Receipt of equipment at the delivery/storage location does not constitute acceptance.

2.5 PRODUCT SUBSTITUTION/REPLACEMENT

The Contractor may substitute or replace products on contract that are of equal or greater, performance and value only upon written approval of the Procurement Officer.

Any request for substitution or replacement must be in writing from the Contractor. The request must include the reason, all substitution/replacement product documentation, literature, etc as required by this solicitation, and the cost. The cost of any substitution/replacement must not exceed the price of the item being substituted or replaced.

2.6 PERFORMANCE PERIOD FOR ACCEPTANCE

The State requires a 30-day performance period after receipt of components by the State before the State accepts the equipment from the selected Contractor. If an ordered item of equipment fails to meet the specifications contained in this section two (2), the equipment will be returned to the Contractor at no additional cost or claim to the State. The Contractor will be responsible for all shipping and handling costs for any equipment provided under this contract which is not in compliance with the Contract specifications.

SECTION 3 - BID PREPARATION AND SUBMISSION

3.1 BID FORMAT

- 3.1.1 Bidders must use and complete the bid form, Attachment D. Do not change or alter Attachment D.
- 3.1.2 Vendors need only to respond to items in Section 2, Specifications, and only where requested.
- 3.1.3 Bidders must submit one copy of their bid in an electronic format. Submission should be on 3 ½" diskette or compact disc (CD) in WordPerfect (8.0 or earlier), MS Word (7.0 or earlier), or Excel (7.0 or earlier). Material not readily convertible to this medium must be identified and may be excluded.
- 3.1.4 Bidder agrees to comply with each and every section, subsection and addendum of this solicitation. Failure to comply shall result in the rejection of your bid.
- 3.1.5 All technical data and brochures shall follow the last section of the bid.
- 3.1.6 Do not alter any State attachments.
- 3.1.7 Additional Required Submissions
 - ◆ Bid/Bid Affidavit - Attachment B

3.2 PREPARATION OF BIDS SUBMISSION

An original and copies of each bid must be submitted. The original should be noted that it is the original and copies should be marked accordingly.

- 3.2.1 Bids must be submitted in sealed envelopes clearly marked as a bid with the project number and due bid date.
- 3.2.2 Bids must be submitted to the office identified in Section 1.3.
- 3.2.3 Bids must be delivered on time, on or before the due date and time specified in Section 1.6

3.3 OPENING AND RECORDING OF BIDS

- 3.3.1 Bids shall be opened in accordance with the provisions of COMAR 21.05.02.11B. Specifically, the bids shall be opened at the time and date indicated in Section 1.21.
- 3.3.2 Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the vendor must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

3.4 NO BID STATEMENT

Vendors not responding to this solicitation are requested to submit a no bid statement that should include, the company information requested below and the reason for not responding (i.e., too busy, can

not meet mandatory requirements, etc.).

3.5 AUTHORIZED SIGNATURE

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the bid.

3.6 FINANCIAL CAPABILITIES AND INSURANCE

The vendor shall include the following:

- a. Evidence that the vendor has financial capacity to provide the services.
- b. A statement as to whether there are any outstanding legal actions or potential claims against the vendor.

3.7 LEGAL ACTIONS STATEMENT

Provide a statement as to whether there are any outstanding legal actions against the vendor.

ATTACHMENTS

- A Sample Contract
- B Bid/proposal Affidavit
- C Contract Affidavit
- D Price Bid Instructions and Forms

ATTACHMENT A

CONTRACT

050R3800448

MICROWAVE ANTENNAS AND COMPONENTS

THIS CONTRACT is made this _____ day of _____, 2003 by and between _____ and the **STATE OF MARYLAND**, acting through the **MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

1.1 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.2 "Department" means the Maryland Department of Budget and Management.

1.3 "IFB" means the Invitation for Bids, Project No 050R3800448 dated June 24, 2003.

1.4 "Procurement Officer" means Mr. Robert C. Krysiak, Procurement Office, Office of Policy Analysis, Department of Budget and Management.

1.5 "State" means the State of Maryland.

2. Scope of Work

2.1 The Contractor shall provide the Microwave antennas, wave-guide, and associated components described in the Contract. These services shall be provided in accordance with this Contract and the following exhibits, which are attached 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 Contractor's Bid.

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 Task Order. 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.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the microwave antennas, wave-guide, and associated components for the period beginning on the date on which this Contract is executed by the Department and ending six months after that date.

4. Consideration and Payment

Consideration to be paid to the Contractor shall be determined upon award in accordance with the IFB and the Contractor's Bid. Payment to the Contractor shall be made in accordance with the Contract documents.

4.1 Each invoice must reflect 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, as from time to time amended, are prohibited. The final payment under this Contract shall not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.2 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 pursuant to this Contract.

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 pursuant to this Contract.

5. Rights to Records

The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. Contractor's Information shall not be the property of the Department. To the extent that Contractor incorporates any of Contractor's Information into the documents and materials delivered under this Contract, Contractor hereby grants to the State a royalty-free, non-exclusive license to use such Contractor's Information solely for the State's use and that of its agents. Notwithstanding anything to the contrary in this Contract, Contractor shall have the right to

retain a copy of all its work papers and administrative records but shall not be entitled to use such documents except for the benefit of the State of Maryland or the Contractor's internal record keeping requirements.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor shall defend the Agency against that claim at Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. 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 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.

8. Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

9. 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, as from time to time amended, 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.

10. Maryland Law

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

11. 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 physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (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.

12. 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 Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

13. Nonavailability 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 shall 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 shall be to discharge both the Contractor and the State of Maryland 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.

14. 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 of Maryland 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 shall 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.

15. 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 Procurement Officer shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract. 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 21.07.01.12A(2).

16. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this contract. Time extensions shall 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.

17. Suspension of Work

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

18. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, 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.

19. 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, as from time to time amended, which requires 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 these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

20. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under 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.

21. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland 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.

22. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall 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 of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 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.

23. 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.

24. 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 of Maryland, 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 8, and 10 through 23 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.

25. Indemnification

25.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

25.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

25.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

25.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

26. Administrative

26.1 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 Agreement shall be referred to the Procurement Officer for determination.

26.2 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:

Mr. G. Edward Ryan II, Director of Wireless Communications
Telecommunications Division
Department of Budget and Management
301 W. Preston Street, Room 1304
Baltimore, MD 21201

If to the Contractor: (To be completed)

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

CONTRACTOR

By: _____ Date _____

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____ Date _____

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, _____.

Assistant Attorney General

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. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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]:

C. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) 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 arising out of the submission of bids or proposals for a public or private contract;

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

(e) 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 subsection (a), (b), (c), or (d) above;

(f) 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;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate 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 the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. 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, or any of its employees directly involved in 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 for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. 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** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. 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 shall provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business shall 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business shall comply with Election Law Article, Sections 14-101 through 14-108 of the 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.

J. 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 meaning 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 shall 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 § 2(b), above;

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

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

3. If the business is an individual, the individual shall certify and agree as set forth in § 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 21.08.06.

K. 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 Economic and Employment Development, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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 contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other

entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. 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)

BPAFF
7/1/99

COMAR 21.07.01.25
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 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 Assessment 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 Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall 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 acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20 ____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____ **BY:** _____
Signature

(Authorized Representative and Affidavit)

ATTACHMENT D

INSTRUCTIONS AND PRICE BID FORM

AUTHORIZED SIGNATURE

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the bid.

The State reserves the right, at its sole discretion, not to purchase any equipment or service for which are solicited under this IFB.

Bidders are required to record the prices they are bidding for each listed bid item, and compute the total. The price form is used to calculate the vendor's TOTAL PRICE BID.

- A) All Unit/Extended Prices must be clearly typed or written in ink with 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 that result in a fraction of a cent must be rounded to the nearest whole cent, i.e., \$1.025 would be rounded to \$1.03 and \$1.024 would be rounded to \$1.02.
- 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 and Extended Price with \$0.00.
- E) All goods or services required or requested by the State and Not Offered by the vendor to the State must be clearly typed in the Unit Price and Extended Price with N/O.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.

Vendors must record the required information on each table as follows:

- Column A- fill in the Manufacturer and Part No.
- Place the Unit price of the component in Column C.
- Multiply the unit price times the quantity and enter in Column D.
- Add the extended price for items 1 through 12 and enter in the Total Bid Price block.

**ATTACHMENT D
PRICE SHEET
IFB #050R3800448**

See Section 2.1.1 Technical Specifications of the Components to be supplied

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>Microwave Component</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended price</u>
Item (1) Wave Guide Mfg. _____ Part No. _____	1000-FT		
Item (2) Wave Guide Mfg. _____ Part. No. _____	1000-FT		
Item (3) Flange Mfg. _____ Part No. _____	10		
Item (4) Flange Mfg. _____ Part No. _____	10		
Item (5) Connector Mfg. _____ Part No. _____	10		
Item (6) Termination Load Mfg. _____ Part No. _____	4		

Item (7) Pressure Window Mfg._____ Part No._____	10		
Item (8) Pressure Window Mfg._____ Part No._____	10		
Item (9) Antenna Mfg._____ Part No._____	5		
Item (10) Antenna Mfg._____ Part No._____	2		
Item (11) Antenna Mfg._____ Part No._____	8		
Item (12) Shipping costs FOB destination	1		
Total Bid Price: Add Items (1) thru (12)			

SUBMITTED BY:

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

NAME OF VENDOR (COMPANY)

DATE

ADDRESS

PHONE NO. & FAX NO.

