

**Invitation for Bids**  
**NETWORK MARYLAND 3-DS3 MICROWAVE DISHES AND ASSOCIATED**  
**EQUIPMENT**  
**050R4800329**



**Department of Budget and Management**  
**Division of Policy Analysis**  
**Issue Date: April 27, 2004**

**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 (MBE's) 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 Number: 050R4800329 - Entitled: Network Maryland 3DS-3 microwave dishes and associated equipment

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**

**NETWORK MARYLAND 3-DS-3 MICROWAVE DISHES AND ASSOCIATED  
EQUIPMENT  
050R4800329**

**IFB Issue Date:** April 27, 2004

**IFB Issuing Office:** Department of Budget and Management

**Procurement Officer:** Susan Woomer  
410-260-7191(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 St.  
Annapolis, Maryland 21401  
Attn: Susan Woomer

**Closing Date and Time:** May 18, 2004; 2:00 pm (local time)

**NOTE**

NOTE: Prospective Offerors who have received this document from the Department of Budget and Management'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 RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 SUMMARY STATEMENT

The State Department of Budget & Management is requesting bids for the purchase of the microwave antennas and associated components in the quantities specified in Section 2 of the IFB.

### 1.2 ABBREVIATIONS

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

COMAR means the Maryland Code of Regulations.

DBM means the Department of Budget and Management.

FOB Destination means Free On Board – Vendor retains ownership until delivered to the State.

### 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:

Susan Woomer  
Department of Budget and Management  
Office of Policy Analysis  
Procurement Unit  
45 Calvert St, Room #115  
Annapolis, MD 21401  
Telephone #: 410-260-7191  
Fax #: 410-974-3274  
E-mail: [swoomer@dbm.state.md.us](mailto:swoomer@dbm.state.md.us)

### 1.4 STATE PROJECT MANAGER/STATE PROGRAM MANAGER

The State Project Manager is:

Ed Macon  
Maryland Emergency Medical Services Communications  
648 E. Pratt St  
Baltimore, MD 21202  
Telephone #: 410-706-3668  
Fax 410-706-8528

The State Program Manager is:

G. Edward Ryan II  
Maryland Department of Budget & Management  
Suite 1304, 301 W. Preston St.  
Baltimore, MD 21201  
Telephone #: 410-767-4219  
Fax 410-333-5163

## 1.5 QUESTIONS

Written questions must be submitted to the Issuing Office by May 10, 2004. Questions may be submitted by facsimile. All questions and answers will be distributed to all prospective bidders known to have received this IFB.

## 1.6 CLOSING DATE

An original and three (3) copies of each Bid and one electronic submission, as instructed in Section 3.1.3 of the IFB, must be received by the Procurement Officer, see Section 1.3, by May 18, 2004, 2:00 pm local time, in order to be considered. 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 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 will not be considered. Bids delivered by electronic mail or facsimile will 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 will 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 will 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 21.10.02 (Administrative and Civil Remedies).

## 1.12 MULTIPLE OR ALTERNATE BIDS

Multiple or alternate bids will not be accepted.

## 1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE

An Offeror should give specific attention to the clear identification of those portions of its proposal 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 Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors 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. (See COMAR 21.05.08.01)

## 1.14 BIDDER RESPONSIBILITIES

The State will enter into contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. 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 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 need not be submitted with a bidder's Bid but must be provided upon notice of contract award.

## 1.18 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.

## 1.19 PROCUREMENT METHOD

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

## 1.20 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 May 18, 2004 at 2:30 pm in room 163 located at 45 Calvert Street, Annapolis, MD 21401.

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.

## 1.21 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.

## 1.22 NO BID STATEMENT

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

## 1.23 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 shall be based on the sum total of the total price bid in Attachment E, Bid Price Form. In the event of a tie bid, the State will award the contract in accordance with COMAR 21.05.02.14.

## 1.24 CONTRACT PERIOD

The term of the contract is for four (4) months beginning after final award by the Department of Budget and Management. Required equipment must be delivered within three (3) months after final contract award.

## 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 FALSE STATEMENTS

Offerors 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:
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) 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 5 years or both.

#### 1.27 CONTRACT TYPE

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

#### 1.28 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 form 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/GAD X-10 form can be downloaded at the following URL:  
<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

#### 1.29 USE OF "eMARYLANDMARKETPLACE"

- a. "e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site ([www.dbm.state.md.us](http://www.dbm.state.md.us)) and other means for transmitting the IFB and associated materials and the solicitation, Bidder questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.
- b. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.
- c. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

## SECTION 2 - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

### 2.1 TECHNICAL SPECIFICATIONS OF THE COMPONENTS TO BE SUPPLIED

a. Item 1 (Quantity 4) Standard Performance Microwave dish:

1. Single Polarized, Category-A, 8-foot dish antenna
2. CPR137G and UG344B/U input
3. ETSI gain of 2
4. Gain, dBi: low-41.0 mid-band-40.8 Top-41.0
5. Beam width: 1.3 degrees
6. Cross pol. Disc: 30 dB
7. F/B ratio: 60 dB
8. VSWR max: 1.06
9. Supplied with long life radome
10. Andrews PAR8-65B or equivalent

b. Item 2 (Quantity 2) Standard Performance/Wide band Microwave dish:

1. Single Polarized, Category-A, 6-foot dish antenna
2. CPR137G and UG344B/U input
3. ETSI gain of 2
4. Gain, dBi: low-38.0 Mid-band-38.7 Top-39.0
5. Beam width: 1.8 degrees
6. Cross pol. Disc: 30 dB
7. F/B ratio: 59 dB
8. VSWR max: 1.08
9. Supplied with Long life radome
10. Andrews PAR6-59W RF or equivalent

c. Item 3 (Quantity 14) Standard Performance/Wide band Microwave dish :

1. Single Polarized, Category-A, 8-foot dish antenna
2. CPR137G and UG344B/U input
3. ETSI gain of 2
4. Gain, dBi: low-40.4 Mid-band-41.0 Top-41.6
5. Beam width: 1.4 degrees
6. Cross pol. Disc: 30 dB
7. F/B ratio: 58 dB
8. VSWR max: 1.06
9. Supplied with Long life radome
10. Andrews PAR8-59W RF or equivalent

d. Item 4 (Quantity 4) Ultra High Performance/Wide band Microwave dish:

1. Dual Polarized, Category-A, 8-foot dish antenna
2. CPR137G and UG344B/U input
3. ETSI gain of 2

4. Gain, dBi: low-41.0 Mid-band-41.7 Top-42.3
5. Beam width: 1.4 degrees
6. Cross pol. Disc: 36 dB
7. F/B ratio: 68 dB
8. VSWR max: 1.08
9. Andrews UHX8-59W RF or equivalent

e. Item 5 (Quantity six (6) 1,000 ft spools) Standard Elliptical Wave-guide :

1. Standard Jacket
2. Maximum Frequency Range: 5.85 – 7.125 GHz
3. TE-11 Mode cutoff frequency: 4.00 GHz
4. Group Delay at 6.775 GHz, ns/100 ft: 125
5. Peak power rating at 6.775 GHz; 102 kW
6. Minimum Bending Radii, without re-bending, inches: E-Plane-7, H-Plane-20
7. Minimum Bending Radii, with re-bending, inches: E-Plane-10, H-Plane-29
8. Maximum twist, degrees/foot: 1
9. Dimensions over Jackets, inches: 2.01x1.16
10. Weight, pounds per foot: 0.51
11. Andrews Type EW63 or equivalent

f. Item 6 Flange and Connectors (Quantity 24):

1. Brass Choke Flange
2. Diameter: 3.13mm
3. Intended for use with Andrews EW63 or equivalent wave-guide
4. Andrews CPR137G or equivalent
5. Must be made by the same manufacturer as supplied wave guide

g. Item 7 Flange and Connectors (Quantity 24):

1. Brass, Rectangular Contact Flange
2. Dimensions: 2.69x1.94mm
3. Intended for use with Andrews EW63 or equivalent wave-guide
4. Andrews UG 344/U or equivalent
5. Must be made by the same manufacturer as supplied wave guide

h. Item 8 Pressure Window (Quantity 1):

1. For UG 344B/U or equivalent flange
2. Frequency: 5.925 – 7.750 GHz
3. Flange mounted Mylar construction
4. Maximum pressure: 15 PSIG
5. Shall fit between UG344B/U or equivalent flanges
6. Andrews 55000A-137 or equivalent

## 2.2 DELIVERY

Delivery will be FOB destination. The vendor shall coordinate the delivery of the dishes, wave-guide and connectors with the State's Project Manager (see section 1.4) The truck used for

shipping the dishes and spools of wave-guide shall have a lift gate for ease of unloading. Delivery of all dishes, wave-guide and connectors shall take place within twelve (12) weeks from receiving the Notice To Proceed (NTP) from the State Program Manager (see section 1.4)

All microwave dish antennas, radomes and spools of EW 63 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 Street  
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 Bid Form, Attachment D. Invoices submitted to the Program Manager (see section 1.4) for payment without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the delivery location 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 the completion of inspections as described of the items.

### 2.4 WARRANTY

A manufacturer's warranty shall be provided for all products provided under this solicitation. The successful Bidder shall transfer applicable manufacturers' warranties to the State upon acceptance of the equipment by the State. The manufacturer's warranty period shall begin after the State's Project Manager has signed for acceptance after delivery and has verified that none of the equipment was damaged during shipment.

### 2.5 PRODUCT SUBSTITUTION/REPLACEMENT

The Contractor may substitute or replace products required by the 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.

## **SECTION 3 - BID PREPARATION AND SUBMISSION**

### **3.1 BID FORMAT**

- 3.1.1 Bidders must use and complete the Price Bid Form, Attachment D. Do not change or alter Attachment D.
- 3.1.2 If requested in Section 2, Specifications, bidders must elaborate or provide responses to those items and attach those responses to the bid form, Attachment D. 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), Lotus (4.0 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 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the bidder's bid.
- 3.1.5 All technical data and brochures will 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 three (3) copies of each bid must be submitted in addition to one copy of the bid in an electronic format as instructed in Section 3.1.3. 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 issuing 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 1.5.

### **3.3 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.

## **ATTACHMENTS**

- A Sample Contract
- B Bid/Proposal Affidavit
- C Contract Affidavit
- D Price Bid Instructions and Form

## ATTACHMENT A—Contract

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY**.

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

### **1. Definitions**

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

**1.1** “Bid” means the Contractor’s Bid, including technical specifications and pricing, dated \_\_\_\_\_.

**1.2** “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.

**1.3** “Department” means the Department of Budget and Management.

**1.4** “IFB” means the Invitation for Bids 050R4800329

**1.5** “Procurement Officer” means Susan Woomer of the Department.

**1.6** “State” means the State of Maryland.

### **2. Scope of Work**

**2.1** The Contractor shall deliver equipment and provide services as required in the IFB and 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 – Invitation for Bids Project No. 050R4800329.

Exhibit B - Contractor’s Bid dated \_\_\_\_\_.

Exhibit C - State Contract Affidavit Addendum.

**2.2** The Procurement Officer may, at any time, by written order, make changes in the work and promised performance within the general scope of the Contract. 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 services and equipment software described in Contractor's Bid in accordance with the IFB. The term of this Contract is for a period of three (3) months, commencing on the date that the Department executes this contract and terminating on \_\_\_\_\_.

### **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 the IFB and Exhibit B. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$ \_\_\_\_\_.

**4.2** Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of an invoice for services provided by the Contractor, acceptance by the State of equipment and services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract and Section 2.3 of the IFB. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. 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, as from time-to-time amended, are prohibited.

**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** Electronic funds transfer will be used by the State to pay the Contractor for this contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

### **5. Rights to Records**

**5.1** The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland 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.

**5.2** The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its



rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

**5.3** The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

**5.4** The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **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 will 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 will defend the Agency against that claim at Contractor's expense and will 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 will, 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 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.

## **8. Loss of Data**

In the event of loss of any State data or records held or maintained by the Contractor, where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

## **9. Indemnification**

**9.1** 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.

**9.2** 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.

**9.3** 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.

**9.4** 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 will 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.

## **10. Non-Hiring of Employees**

No official or employee of the State of Maryland, 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.

## **11. 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.

## **12. Maryland Law**

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

## **13. 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.

## **14. 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 or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

## **15. 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 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.

## **16. 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 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.

## **17. 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).

## **18. Delays and Extensions of Time**

The Contractor agrees to perform this agreement 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.

## **19. 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.

## **20. 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.

## **21. 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 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.

## **22. 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.

### **23. 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.

### **24. Representations and Warranties**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 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.

### **25. Costs 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.

### **26. 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 10 and 12 through 25 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.

**27. Limitation of Liability**

**27.1** For breach of this Contract, negligence, misrepresentation or any other contract or tort claim arising out of this Contract or the Contractor's performance hereunder, the Contractor shall be liable as follows:

A. For infringement of patents and copyrights as provided in Section 6 of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section (9) "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

**27.2** As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this Contract.

**28. Administrative**

**28.1** 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.

**28.2** 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 Communication  
Department of Budget and Management  
Telecommunications Division  
301 W. Preston Street, Room 1304  
Baltimore, MD 21201

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

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

CONTRACTOR

MARYLAND DEPARTMENT OF  
BUDGET AND MANAGEMENT

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

\_\_\_\_\_  
By: Ellis Kitchen, Chief  
Office of Information Technology

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_ 2004.

\_\_\_\_\_  
Sherry Lynn Burke  
Assistant Attorney General

APPROVED BY DBM: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(ADPICS#)

**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]:

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**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]:

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**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]:

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**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 will 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 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.

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Article 33, Sections 14-101 through 14-104 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 Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

## **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 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 § 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 will 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

ATTACHMENT C  
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 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 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  
PRICE BID INSTRUCTIONS AND 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 this bid.

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 will 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 BID**

**IFB #050R4800329**

**See Section 2.1 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>
<b>Item (1) Standard Performance Microwave Dish</b> Mfg. _____ Part No. _____	<b>4</b>		
<b>Item (2) Standard Performance/Wide band Microwave Dish</b> Mfg. _____ Part No. _____	<b>2</b>		
<b>Item (3) Standard performance/Wide band Microwave Dish</b> Mfg. _____ Part No. _____	<b>14</b>		
<b>Item (4) Ultra High performance/Wide band Microwave Dish</b> Mfg. _____ Part No. _____	<b>4</b>		
<b>Item (5) Standard Elliptical Wave Guide</b> Mfg. _____ Part No. _____	<b>6000-FT</b>		
<b>Item (6) Flange</b> Mfg. _____ Part No. _____	<b>24</b>		
<b>Item (7) Flange</b> Mfg. _____ Part No. _____	<b>24</b>		
<b>Item (8) Pressure Window</b> Mfg. _____ Part No. _____	<b>24</b>		
<b>Item (9) Shipping costs FOB destination</b>	<b>1</b>		
<b>Total Price Bid</b> <b>Add Items (1) thru (9)</b>			

SUBMITTED BY:

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AUTHORIZED SIGNATURE

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TITLE

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TYPED NAME OF AUTHORIZED SIGNATURE

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FEDERAL EMPLOYER IDENTIFICATION #

NAME OF VENDOR (COMPANY)

DATE

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ADDRESS

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PHONE NO. & FAX NO.