

Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

NOTICE TO BIDDERS

BACKUP AND RECOVERY APPLIANCE AND SOFTWARE

Bid No. 035.18.B5

Interested Bidders:

Bid documents may be obtained on **January 16, 2018** at the Howard County Department of Education, Purchasing Office website <http://www.hcpss.org/about-us/purchasing/current-bids/>

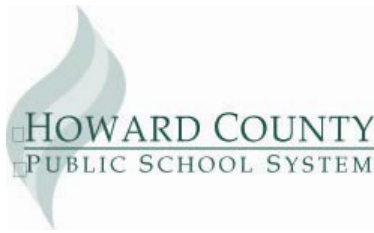
Bid Schedule

| | |
|---|---------------------------|
| Issue Date | January 16, 2018 |
| Bid Due Date | January 30, 2018, 2:30 PM |
| Recommended Award submitted to Board for Approval | February 8, 2018 |
| Purchase Order Issued | February 2018 |

The Purchasing Office's contact for this project is Mr. Ted Ludicke, tludicke@hcpss.org, (410) 313-5644.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Ted Ludicke
Buyer



Office of
Purchasing 10910 Clarksville Pike, Ellicott City,
Maryland 21042-6198
(410) 313-4584, fax (410) 313-6789

Request for Bid No. 035.18.B5

For

Backup & Recovery Appliance And Software

| | |
|---|---------------------------|
| Issue Date | January 16, 2018 |
| Bid Due Date | January 30, 2018, 2:30 PM |
| Recommended Award submitted to Board for Approval | February 8, 2018 |
| Purchase Order Issued | February 2018 |

SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of Bids in response to this solicitation.

Ted Ludicke
Purchasing Office
Howard County Public School System 10910
Clarksville Pike
Ellicott City, MD 21042 Phone:
(410) 313-5644
Fax: (410) 313-6789
Email: Ted_Ludicke@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

The Howard County Public School System Tax Identification.

| | |
|---------------------|-------------|
| Federal Tax Id: | 52-6000968 |
| Maryland Sales Tax: | 30001219 |
| Federal Excise Tax: | 52-73-0257k |

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to tludicke@hcpss.org. Inquiries will receive a written reply. Copies of replies will be sent to all other Bidders, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this BID.
3. Pre-Bid Conference. A Pre-Bid Conference will not be held in conjunction with this BID.
4. Bid Submittal Process
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids are to be submitted electronically in PDF format or as indicated, attached to an email addressed to *both* ted_ludicke@hcpss.org and purchasing@hcpss.org.
 - 4.3. The Subject line of the email shall be "Bid 035.18.B5 Backup & Recovery Appliance And Software - {Company Name}".
 - 4.4. If Proposals contain more than one file all files are to be bundled and compressed in a .zip file. Hyperlinks to software products sent to HCPSS's Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive, i.e. a "Click-Through Agreement" required to be accepted by HCPSS to download the Technical Proposal. By providing the Technical Proposal electronically to HCPSS, the Proposer grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for evaluation and review.
 - 4.5. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Bid, a Bidder shall be deemed to have accepted the terms, conditions, and requirements set forth in this BID. The BID, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this BID action shall commence on the date

the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.

7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the BID opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening Bids.
8. Rejection or Acceptance of Bids. HCPSS reserves the right to: (i) accept or reject any and all Bids, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Bidders judged by the Purchasing Office not to be responsible or Bidders whose Bids are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Bid.

Bidders may not modify, supplement, cure, or change Bids in any way after the due date and time unless specifically requested by HCPSS.

10. BID Response Materials. All written materials submitted in response to this BID become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
11. Duration of Offers. Bids shall remain irrevocable for 120 days following the closing date of the Bid due date. This period may be extended by mutual agreement between the Bidder and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Bidders may incur in preparing and submitting Bids or in making oral presentations of their Bids, if required.
13. Confidentiality. Bidders should give specific attention to the identification of those portions of the Bid that the Bidder deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Bidders are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Bidder's position regarding its Bid. A blanket statement by a Bidder that its entire Bid is confidential or proprietary will not be considered.
14. Multiple Bids. Contractors may not submit more than one Bid.
15. Alternate Solution Bids. Contractors may not submit an alternate to the Solution in this BID.
16. Forms. This solicitation is designed for the Bidder to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Bidder's Bid. The Bidder may adjust forms and insert space as needed for responses; however, the Bidder shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Bidder will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Addenda Acknowledgment. Bidders shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Bid. It is the Bidder's sole responsibility to monitor the Purchasing web site prior to submitting their BID for any addenda, amendments, and/or changes issued.

18. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Bidder's Bid. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 19.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
 - 19.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - 19.2.1. Name and address of the protester
 - 19.2.2. Appropriate identification of the Bid
 - 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - 19.2.4. Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Bidder's Responsibility. Bidders are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. A Bidder's misinterpretation of requirements shall not relieve the Bidder of the responsibility to address accurately the requirements of the BID or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this BID. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the Bid. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this BID. HCPSS will consider Bids that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the Bid shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. Non-Discrimination 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 disability 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 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.
4. Behavior of Contractor Employees/Subcontractors. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
5. Tobacco Free and Alcohol/Drug Free Environment. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any

form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
7. Child Sex Offender Notification.
 - 7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
 - 7.2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
 - 7.3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
 - 7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
 - 7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.
8. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.
9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform

clothing while on the school system's premises. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.

10. Ethics Regulations.

10.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.

11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.

12. Multi-Agency Participation.

12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public Bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.

12.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Bidder(s).

SECTION 4. SCOPE OF WORK

1. SCOPE OF CONTRACT

1.1. HCPSS' objective is to purchase the following Quest Backup & Recovery Appliance and Software that supports and integrates with current and future HCPSS technology infrastructure:

Quest Backup & Recovery Appliance and Software

| Qty | Model # | Description |
|-----|------------------------|--|
| 1 | BBZ-APP-CK-247-NBD-5yr | DL4300 60TB BACK END HC 256GB 24X7 5YR |
| 1 | ARS-APP-PP | RAPID RECOV DL4000 ESS REM SVC PRE CONSU |
| 1 | BCG-APP-CK-247-NBD-5YR | DL4300 HC 256GB TARGET NBD WTY 24X7 5YR |
| 1 | ARS-APP-PP | RAPID RECOV DL4000 ESS REM SVC PRE CONSU |

Attachment A
Bid Signature Sheet

| Qty | Item | List Price (each) | % Discount Applied Off of List Price | Bid Price (each) | Extended Price |
|-------------|------------------------|----------------------|--|---------------------|-------------------|
| 1 | BBZ-APP-CK-247-NBD-5yr | \$ | % | \$ | \$ |
| 1 | ARS-APP-PP | \$ | % | \$ | \$ |
| 1 | BCG-APP-CK-247-NBD-5yr | \$ | % | \$ | \$ |
| 1 | ARS-APP-PP | \$ | % | \$ | \$ |
| Total Price | | | | | \$ |

Total Price in Writing: _____

A. Bidder's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this Bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any Bidder or person to put in a sham Bid or to refrain from Bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the Bid prices of the affidavit or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any Bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said Bid or Bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the Bidder.

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign Bid)

(title of authorized representative)

(signature of authorized representative) (Date)

(e-mail of authorized representative) (telephone number of representative)

ATTACHMENT B

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

NAME OF BIDDER: _____

Howard County Public School System Bid No.: _____

Howard County Public School System Bid Name: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature

Printed Name

Title

ATTACHMENT C

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS I

FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS I

FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT I

FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I

FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION I

FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION I

FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

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

L. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

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

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol-free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is

convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall because to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

M. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT I

FURTHER AFFIRM THAT:

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

Name: _____ Address: _____
(If not applicable, so state).

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

N. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

O. Repealed.

P. 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)