



**SMALL BUSINESS RESERVE PROCUREMENT
FOR
ON CALL IRRIGATION MAINTENANCE & REPAIR**

SOLICITATION NUMBER:

BC-21386-J

ISSUED: AUGUST 5, 2024

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

Contract Management:

Facilities Management
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250

SOLICITATION SCHEDULE

Issue Date Monday, August 5, 2024

Pre-Bid Meeting Date and Time: Wednesday, 8/14/2024 at 02:00 p.m.

Pre-Bid Conference Location WebEx:
<https://www.google.com/url?q=https://umbc.webex.com/umbc/j.php?MTID%3Dm1d2dea96039dca38ae4d0f37b5f9fd17&sa=D&source=calendar&usg=AOvVaw29zSCt3v6Rb0mIJaySP-R>

Deadline for questions and clarifications Tuesday, 8/20/2024 on or before 4:30 pm.

Bid Submittal Date Friday, 8/30/2024 **at or before 11:59 pm.**

Submit Bids to UMBC Box: Bid_pro.f7i0g2gsehznzdbl@u.box.com

Exhibit I
UNIVERSITY OF MARYLAND BALTIMORE COUNTY
On-Call for Irrigation Repair and Maintenance
#BC-21386-J
August 5, 2024

1. SCOPE OF WORK FOR PREVENTIVE MAINTENANCE AND REPAIR

The University of Maryland Baltimore County requests bids for on-call repair, winterization, spring start-up and support services (answering questions) for existing irrigation systems. The services provided are intended to supplement and complement the efforts of the University in maintaining the serviceability of the existing systems. The successful Contractors shall be required to perform Standard Base services (spring start-up, winterization, and system audit), and related supplemental services at any of the campus irrigation systems on an as needed basis, as directed by the University. The Contractor shall provide all equipment and labor required to provide maintenance and repair.

Small Business Reserve (SBR): **THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT.** Proposers should be registered, as a State of Maryland Small Business to receive full consideration. For more information on SBR qualifications and registration information, see attached **Exhibit II** or go to <https://emaryland.buyspeed.com/bs/>.

2. DESCRIPTION OF SERVICES

The Contractor shall provide systems adjustment recommendations and physical inspections of the irrigation areas as requested by the University. The Contractor shall document all work and/or inspections performed. Irrigation system maps will be made available at time needed for work. Most irrigation systems have been plotted in GIS and are stored in the University's Planning and Construction department. Documentation shall include plotting on the map supplied by the University, and maintaining a written list of repairs, potential repairs, and breaks.

3. PRE-BID MEETING

A WebEx Pre-Bid Meeting held in conjunction with this Bid. Attendance at the Pre-Proposal conference is not mandatory. The WebEx will be held on **Wednesday, August 14, 2024 at 02:00 p.m.**

While attendance at the Pre-Bid Meeting is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable bids.

4. DEADLINE FOR QUESTIONS

The deadline for Questions is **Tuesday, August 20, 2024** by 4:30 p.m. by EMAIL to: rjohns12@umbc.edu

5. BID DUE DATE

Bids are due on **FRIDAY, AUGUST 30, 2024 BY 11:59 P.M.** Bids are to be EMAILED TO: Bid_pro.f7i0g2gsehznzdbl@u.box.com Late bids cannot be accepted.

6. BASIS OF AWARD:

It is the intent of the university to award the contract based on industry standard practices, best practices for irrigation efficiency, and the combination of price and quality of services provided.

7. CONTRACT PERIOD

The contract period shall be three (3) years from date of award. In addition, there are two (2) one-year renewal options at the sole discretion of the University.

8. PRICE CHANGE

The successful vendor will be allowed to request an adjustment in their pricing every twelve (12) months. It will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, may *not* be considered and pricing in the renewal term will remain as stated during the just completed contract term.

A price increase, if any, will be considered and shall not exceed the consumer price index for “All Urban Consumers” for as published by the U.S. Department of Labor Statistics. If this documentation is not provided, the University will not consider the request. The decision to accept or reject this request is at the sole discretion of the University, and that decision will be considered final.

9. LOCATIONS OF CAMPUS IRRIGATION SYSTEMS

Irrigation systems are located at the following sites: Administration, PUP/Physics, Commons (Quad, Lecture Hall 1 and ILSB), Erickson Hall, Harbor Hall, and Performing Arts)

10. MANUFACTURERS OF THE CAMPUS IRRIGATION SYSTEMS

The manufacturers of the campus irrigation systems to include but not limited to Rain Bird, Hunter and Baseline controllers.

11. STANDARDS/CERTIFICATIONS FOR INSTALLATION AND MATERIALS

A. Standards:

1. ASABE Standards
2. Irrigation Association Landscape and Turf Best management Practices (www.irrigation.org/turflandscapebmpps/)
3. Irrigation Association Smart Water Technologies (www.irrigation.org/SWAT/)

B. Certifications:

1. Landscape Contractors Association (LCA) - Certified Technician,
2. Irrigation Association - Certified Landscape Industry Auditor (CLIA)

12. WINTERIZATION SERVICES

Winterization shall be performed between October 1st and November 15th, annually, the Landscape and Grounds personnel will determine the exact start date.

The Contractor shall provide a minimum of one crew for winterization. The Contractor shall have the capacity to provide a second crew for support and to make any as needed repairs.

Winterization and preventive maintenance shall include the following procedures that shall be performed in accordance with manufacturer specifications for each system zone:

Blow out water using appropriate size air compressor. The compressor shall have a capacity range of 185 to 250 CFM and shall be regulated to an industry acceptable range of 45 to 60 PSI, by use of a pressure regular. Contractor shall take measures to preclude excessive friction and heat build-up, due in part, to the rapid induction of forced pressurized air into the irrigation system during blowout. Reseal piping to prevent infiltration of ground water.

13. SPRING START UP SERVICES

Spring start up shall be performed sometime between March 1st and May 30th, the Landscape and Grounds personnel will determine the exact start date.

The Contractor shall provide a minimum of one crew for Spring Start-up. The Contractor shall provide shall have the capacity to provide a second crew to make needed repairs.

Repairs identified during spring start up inspection may be performed immediately.

Spring Start-Up shall include the following procedures that need to be done in each zone:

- Check the system for obvious external damage and missing heads
- Fill the system and check for breaks/leaks, proper operation and water distribution.
- Remove, clean, and replace clogged heads.
- Recalibrate and adjust all aspects of each system and zone.
- Provide documentation of the conditions found and the work performed.
- Inspect rain sensors

NOTE: Inspection of the back flow prevention valve must be checked by a University plumber.

If broken and/or damaged parts are found during spring start up inspection, a Landscape and Grounds representative and the Contractor shall determine if breakage is the result of freezing caused by faulty Winterization, or if others cause the breakage or damage to the system. If breakage is the result of freezing, due to improper Contractor Winterization, the Contractor shall make the needed repairs at no cost.

14. SYSTEM AUDITS

System audits should be conducted at minimum two times per operating season upon request from the University.

15. SYSTEM REPAIR STANDARDS

The Contractor shall repair and maintain all equipment covered under this Contract in compliance with the requirements of all local codes and manufacturers installation specifications and guidelines. The Contractor shall perform all services utilizing, at a minimum, the following guidelines:

1. Broken Irrigation Lines – Broken underground irrigation lines shall be repaired in accordance with all applicable codes.
2. Broken Heads – Broken heads shall be replaced with new identical heads or repaired with original manufacturer's parts, to function according to the manufacturer's specifications.
3. Faulty Valves – Faulty valves shall be replaced with new identical valves or repaired to original manufacturer's specifications.

4. Clogged Heads – Any head that is not properly functioning shall be examined for material(s) lodged in the head. The head shall be disassembled, cleaned, reassembled, and checked.
5. Wiring Problems - An underground wire tracer shall be used to locate wiring breaks. Breaks shall be repaired in accordance with all applicable local codes and with waterproof connectors.
6. Underground Installation repairs – underground main pipe repairs shall be marked with metallic tape or low voltage wires prior to backfill (if applicable). Underground irrigation repairs shall be performed in accordance with applicable codes.
7. The Contractor shall restore landscape to its original condition, including re-seeding, re-planting shrubs, mulching, and providing straw as needed. The University will supply the materials.
8. The Contractor shall remove all debris resulting from repair of irrigation systems properly.
9. Trenching and Backfilling - Minimum depths shall be measured from the soil surface to the top of the pipe. Piping shall be buried at the following depth – open areas: Main lines – 24”, Lateral lines – 18”, and under paving – 36” utilizing a 4” sleeve. All backfilled trenches shall be adequately settled, and/or compacted as per code requirements.
10. Fittings - All PVC pipes shall be cut evenly and wiped clean without any burrs or rough edges before fitting. Primer and solvent shall be applied per manufacturer’s specifications. The pipe and fitting shall be assembled and allowed to cure according to manufacturer specifications before lines are charged with water.
11. Threaded Connections – All threaded connections shall be made watertight without leakage. Teflon tape or approved pipe joint compound shall be used where appropriate.
12. Valves – All valves shall be set at least 18” deep (measured from the soil surface to the top of the valve stem) and positioned so that the top of the valve can be easily removed and serviced. The valve(s) shall be supported from the bottom with a clay or concrete standard brick (2 ¼” x 3 ½” x 7 ¾”) and at least 2- 3 inches of washed ¾” gravel shall be placed below the valve(s). The valve box shall be set to cover all valves so that there is sufficient space to service the valves and also so that the top of the valve box is even with the surrounding grade. At least, two sides of the bottom of the valve box shall be supported with a clay or concrete standard brick. The bottom of the valve box shall be a minimum of 4” above the top of irrigation pipe.
13. Wiring - Wire shall be color-coded so that the common wire is the same color throughout the site, and the individual zone wires shall be a different color from the common wire. The wire shall be run in the pipe trenches and buried a minimum of 18” deep. Loose wire shall be bundled together with plastic “keepers” or electric friction tape every 24”. At the Authority’s request, the Contractor may have to install wires in metal conduit, or gray PVC electrical conduit. Outdoors from irrigated area to controller, the control wires shall be run through PVC electrical conduit. Two extra wires shall be included in the bundle. Indoors, wiring shall be run through PVC electrical conduit.

14. Electrical Connections – All electrical connections shall be made with waterproof connectors or approved equivalent. All splices of wiring shall have a valve box installed around the splices. The wiring connections at the valve shall be made so that at least eight (8) extra inches of wire is left for each connection. At least, two sides of the bottom of the valve box shall be supported with a clay or concrete standard brick. The bottom of the valve box shall be a minimum of 4” above the top of the irrigation pipe.
15. Cleaning of Pipes – All main and lateral lines shall be thoroughly flushed with water before connecting any sprinkler heads.
16. Installation of Sprinkler Heads - Heads shall be connected to the lateral lines with flexible pipe and threaded adapters.
17. Setting and Adjustment of Sprinkler Heads – All heads shall be set so that they can adequately properly cover the area. The heads shall be set flush with the soil surface. Heads next to walks or curbs shall be set 4” to 6” away from paving or concrete, and shall be selected for use, according to manufacturer’s recommendations. Heads shall be adjusted to cover the areas according to manufacturer’s specifications.
18. Controllers – Shall be inspected at season start-up for any visible signs of damage. Inspect connections to power source, sensors, and all other components. Verify programming, stations and connections. Label all valves wires before disconnecting for repair if necessary.
19. Location of in-ground utilities –University contracts with a private utility locator, Underground Protection Inc. 2801 Bynum Overlook Dr. Abingdon, Maryland (410) 569-8989.

16. EQUIPMENT REPAIR REQUIREMENTS

No service or repairs will be performed without prior approval from The University. No bill shall be rendered for any repairs or service that has not been preapproved.

All repairs and service shall be completed within the time frame as defined by the University. Any extension of this time must have prior approval of the University. Due to the uniqueness of the campus population and environment, every effort must be made to meet appointment schedules and promised completion times. Contractor must keep vigilant attention to the safety of pedestrians at all times.

All servicing technicians will be factory certified or trained and certified in the work to be performed. Proof of factory certification or training will be included with this bid specification. No service or repair will be attempted in which personnel are not fully qualified or trained. Contractor is to have the equipment and supplies to perform repairs as described in this proposal. A written estimate shall be provided before any repairs or service can take place. All equipment must be protected while in the possession of the vendor. Unless otherwise instructed by the University, all parts that are removed in the repair of the systems must be returned with the equipment with the exception of warranty parts. All corrective repair service (warranty repairs) will be performed at no additional charge to the University.

17. TIME AND MATERIAL HOURS

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of man-hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above.

18. HOURLY LABOR RATE

The University does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked at the bid rate. The labor charge should include all travel time. No additional travel will be honored.

19. COST LIMIT AND PROPOSAL REQUIREMENT

Allotted amounts for irrigation maintenance and repair should not exceed \$2000 without prior notification. If costs exceed \$2000, the contractor must provide a formal proposal, including a detailed written email, to notify the university of the additional costs and obtain approval before proceeding. The contractor must also supply photos and a written document detailing what was broken and what repairs are needed to restore proper irrigation function.

20. EXPERIENCE PERFORMANCE

Contractor will be required to have a minimum of 5 years of experience. The Contractor shall furnish all resources (i.e. supervision, labor, transportation, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services. Bidders shall provide references of three projects of similar type over the past three years.

21. ON-SITE PERSONNEL

The Contractor agrees to utilize responsible, capable employees in the performance of all services of this Contract. The Contractor shall provide on the job site all the manpower, labor and supervision required to fulfill the requirements. The awarded contractor shall provide background checks on all employees working on the project. **All personnel need to be direct employees of the bidding firm.**

22. INVOICING

Invoices shall be submitted to UMBC Facilities Management, Landscape and Grounds Services, 1000 Hilltop Circle, Baltimore, MD 21250

23. PROACTIVE COMMUNICATION

The contractor must proactively communicate with the university representative at the beginning of April 1 to start the services or at least to have a mutual understanding of when the services will start. The contractor should initiate this communication rather than the university having to chase them down.

24. WATER-SAVING SOLUTIONS AND SYSTEM UPGRADES

The contractor is required to supply water-saving solutions and proactive, creative ways of upgrading the irrigation system year after year. This includes proposing new water-saving initiatives for the university's irrigation systems.

25. The University's Contract Terms and Conditions apply to this solicitation.

BID NO.: BC-21386-J
BID DUE DATE: FRIDAY, AUGUST 30, 2024 by 11:59 P.M by EMAIL to:
Bid_pro.f7i0g2gsehznzdbl@u.box.com

BID FOR: UMBC ON-CALL IRRIGATION MAINTENANCE & REPAIR (SBR)

BIDDER: _____

Federal Identification Number/Social Security Number: _____

BID PRICE FORM

DATE _____

Mr. Rob Johnson
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 732
1000 Hilltop Circle
Baltimore, MD 21250

Dear Mr. Johnson:

The undersigned hereby submits the Bid Form as set forth in Bid # BC-21386-J dated 8/5/2024 and the following subsequent addenda:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the Bid documents and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the Bid including any issued addenda.

The pricing provided in the following Sections is to include all of the Contractor's costs to perform the services (i.e. overhead, profit, etc.). No additional compensation will be applicable for these items, unless *the University requests additional items*, which are outside of the scope of items specified within this Bid document.

BID NO.: BC-21386-J

BID DUE DATE: FRIDAY, AUGUST 30, 2024 by 11:59 P.M by EMAIL to: Bid_pro.f7i0g2gsehznzdbl@u.box.com

BID FOR: UMBC ON-CALL IRRIGATION MAINTENANCE & REPAIR (SBR)

1. **Quoted Costs for providing the Standard Base services, which include irrigation repair and maintenance to each of the campus locations.**

The quoted costs quoted below shall include all Contractor costs including labor, travel, wages, and benefits, insurance and overhead.

Location	Winterization	Spring Startup	System Audit		Total Cost
ADMINISTRATION/RAC	\$	\$	\$	=	\$
PUP/PHYSICS	\$	\$	\$	=	\$
COMMONS (QUAD, LECTURE HALL I and ILSB)	\$	\$	\$	=	\$
ERICKSON HALL	\$	\$	\$	=	\$
HARBOR HALL	\$	\$	\$	=	\$
PERFORMING ARTS	\$	\$	\$	=	\$

TOTAL: \$ _____ \$ _____ \$ _____ = \$ _____

BID NO.: BC-21386-J

BID DUE DATE: FRIDAY, AUGUST 30, 2024 by 11:59 P.M by EMAIL to:
Bid_pro.f7i0g2gsehznzdbl@u.box.com

BID FOR: UMBC ON-CALL IRRIGATION MAINTENANCE & REPAIR (SBR)

2. **Quoted Hourly Billing Rate for Additional Services for the following positions:**

The hourly rates quoted below shall include all Contractor costs including travel, wages, and benefits, insurance and overhead.

POSITION	HOURLY RATE	OVERTIME RATE
Technician	\$	\$
Laborer		\$
Other:	\$	\$
	\$	\$
	\$	\$

A. Material/Equipment Mark-up Percentage: _____%

B. Trade Work to be performed by a subcontractor to the On Call Irrigation Repair and Maintenance: Provide a quoted percentage mark-up that will apply to any quoted subcontractor costs.

Subcontractor’s Mark-up/Percentage: _____% **(cannot be greater than 10%)**

We understand that by submitting a Bid, we are agreeing to all of the terms and conditions included in the solicitation documents and the Bid/Proposal Affidavit submitted as part of this Bid. We understand that the University reserves the right to award a contract for all items, or any parts thereof, or no contract at all based on available funding.

The undersigned hereby certifies that he/she is a duly authorized officer of the Bidder and can bind the Bidder to the prices quoted herein.

Bidder (Company Name)

Authorized Signature

Print Name

Title

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

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, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, 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.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

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 names of persons 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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

- (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) 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)—(14) of this regulation, 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 names of the persons 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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.

J. 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. 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: _____(print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Tax Identification #: _____