**GENERAL MATERIAL REQUIREMENTS**

**CONVICT PRODUCED MATERIALS**

Section 1019 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) clarifies that materials produced by convict labor after July 1, 1991 may not be used for Federal-aid highway construction projects unless produced at a prison facility producing convict made materials for Federal-aid construction projects prior to July 1, 1987.

**CONTRACT PROVISION BUY AMERICA**

This section only applies to projects partially or totally financed with Federal funds.

The prime contractor or its subcontractors shall comply with Section 313 of title 23, U.S.C., 23 CFR Part 635.410 for iron and steel products and manufactured products, and 2 CFR part 184 for construction materials.

Materials used on this contract and permanently incorporated into the project, including all materials/items supplied, shall comply with the Buy America preference requirements including:

1. All iron and steel used in the project are produced in the United States.

This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1. All manufactured products used in the project are produced in the United States.

This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

In accordance with 23 CFR Part 635.410, FHWA currently has a general applicability waiver on manufactured products that do not contain steel and iron components. Therefore, this 55 percent standard for manufactured products that do not contain steel and iron components, does not apply on projects funded under Title 23 U.S.C.

Per 2 CFR part 184, items that have been processed into a specific form and shape; or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies, should be considered as manufactured products, rather than as construction materials.

1. All construction materials are manufactured in the United States.

This means that all manufacturing processes for the construction material occurred in the United States. Common construction materials used in public works infrastructure projects are or consist primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), fiber optic cable (including drop cable), optical fiber, lumber, engineered wood, and drywall.

The term 'construction materials' shall not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents (including asphalt cement) or additives; or any material composed of or derived from these items, per Section 70917(c) of the Bipartisan Infrastructure Law (BIL).

Furnish iron and steel products, manufactured products, or construction materials, including coating, for permanently incorporated work according to 23 CFR part 635.410 and 2 CFR part 184 as follows:

1. All manufacturing processes of steel and iron materials in a product, including coating; and any subsequent process that alters the steel or iron material’s physical form or shape, changes its chemical composition, or the final finish; are to occur within the United States (One of the 50 States, the District of Columbia, Puerto Rico, or in territories and possessions of the U.S.). Manufacturing begins with the initial melting and mixing, and continues through the coating stage. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.
2. The following are considered to be steel manufacturing processes:
3. Production of steel by any of the following processes:
4. Open hearth furnace.
5. Basic oxygen.
6. Electric furnace.
7. Direct reduction.
8. Rolling, heat treating, and any other similar processing.
9. Fabrication of the products:
10. Spinning wire into cable or strand.
11. Corrugating and rolling into culverts.
12. Shop fabrication.
13. The manufacturing process for a steel/iron product is considered complete when the product is ready for use as an item (e.g., fencing, posts, girders, pipe, manhole cover, etc.) or could be incorporated as a component of a more complex product through a further manufacturing process (e.g., prestressed concrete girders, reinforced concrete pipe, traffic control devices, bearing pads, etc.). A product containing both steel and/or iron components, may be assembled outside the United States and meet Buy America requirements if the constituent steel and iron components (in excess of the minimal amounts permitted) were manufactured domestically and are not modified at the assembly location prior to final assembly.
14. If domestically produced steel billets or iron ingots are exported outside of the U.S., as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.
15. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.
16. For the Buy America provisions to apply, the steel and iron products, manufactured products, and construction materials must be permanently incorporated into the project. If an item is rendered as a “donated material” in accordance with 23 U.S.C. 323 – Donations and Credits, it will have to comply with Buy America requirements. While States and local governments may receive a credit for donated material, this material must generally comply with Buy America requirements. Buy America does not apply to temporary items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework. Further, Buy America does not apply to materials which remain in place at the contractor convenience only with previous approval from the Engineer.
17. Certifications which document that steel and iron have been manufactured and that coatings for iron or steel have been applied in the United States, as well as certificates documenting that manufactured products and construction materials are Made in America, shall be provided to the Contractor by the manufacturer. The manufacturer’s certificate must identify where the material was produced and include a statement that specifically attests that the material complies with 23 CFR 635.410 for iron and steel products; and manufactured products or 2 CFR part 184 for construction materials. The Contractor shall provide the required certifications to the Engineer prior to such items being incorporated into the permanent work.
18. Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as they are delivered to the project does not exceed 0.1% of the total contract amount, or $2,500, whichever is greater. Foreign manufactured products and construction materials may be used, provided the cost of such products as they are delivered to the project is no more than the lesser of $1,000,000, or 5% of the total contract amount. If a supplier or fabricator wishes to use a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the “as delivered cost” of the foreign components should include any transportation, assembly and testing costs required to install them in the final product. When foreign products or materials are permanently incorporated into the project, the contractor must provide documentation detailing the foreign material costs and justification.

1. A public interest waiver from USDOT has waived Buy America requirements for projects with iron, steel, manufactured products, and construction materials, that are under a single Federal financial assistance award or subaward for which the total project amount is below $500,000.

**ALTERNATE BID**

**USING FOREIGN PRODUCTS**

Are you using Foreign Products? **Yes ** **No **

When a bidder elects to utilize Foreign Products on one or more items, the following summation indicating the Total Bid using Foreign Products must be completed in addition to the individual item bid tabulations.

The following instructions are given to the bidder in completing the Total Bid summation using Foreign Products:

**1** - The "Bid Total" for the initial bid using Domestic Products shall be shown on line (1).

**2** - The subtotal for Item Amounts using Domestic Products shall be shown on line (2), for those items which the Contractor elects to use Foreign Products.

**3** - The subtotal for Item Amounts using Foreign Products shall be shown on line (3).

**4** - The total Bid, utilizing Foreign Products shall be shown on line (4). The value is obtained by subtracting subtotal (2) from the Total Bid (1) and then adding subtotal (3).

Bid Total for Bid 1 using Line (1)

Domestic items

Total of Domestic Items Line (2) -

Total of Foreign Items Line (3) +

Bid Total using Foreign Items Line (4)

ALTERNATE BID - USING FOREIGN PRODUCTS

BIDDER'S INSTRUCTIONS

When the bidder elects to submit a bid for one or more items using Foreign Products, the following form must be used. For each item that Foreign Products are contemplated, the appropriate "Item Numbers", "Approximate Quantities", "Description of Items", "Unit Price or Lump Sum Price", "Item Amount Domestic" and "Item Amount Foreign" shall be tabulated below as specified in the initial bid. The bidder shall indicate the unit price in dollars and cents and show the total cost of the item for each item that utilizes Foreign Products. When all items utilizing Foreign Products have been listed, the bidder shall indicate on previous page the subtotals of the Item Amounts for Domestic Products in Line (2) and for Foreign Products in Line (3).

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| Item  Nos. | Approximate  Quantities | Description of Items | Unit Price  or  Lump Sum  Dollars.Cts. | | Items Amount  Domestic  Dollars.Cts. | | Items Amount  Foreign  Dollars.Cts. | |
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**NOTICE**

**All bidders shall complete and submit with their bid the Bid/Proposal Affidavit below.**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE AND AFFIANT**

**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.

**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):

If required, please attach the required document for affirmation regarding bribery convictions:

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**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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

**(5)** Been convicted of a violation of Section 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 subsection (1) through (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)** 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) 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):

If required, please attach the required document for affirmation regarding other convictions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**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):

If required, please attach the required document for affirmation regarding debarment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**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):

If required, please attach the required document for affirmation regarding debarment of related entities:

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

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**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

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

**(2)** In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

If required, please attach the required document for affirmation regarding Certification regarding investment in Iran:

**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)

**COMPREHENSIVE SIGNATURE PAGE 1 OF 2**

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

FURTHER, I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT (PARAGRAPHS A-N) ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME:

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

(SEAL)

Signature Date

Print Signature

WITNESS:

Signature

Print Signature

**COMPREHENSIVE SIGNATURE PAGE 2 OF 2**

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP:

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: (SEAL)

Signature Date

Print Signature

TITLE: WITNESS:

Signature

Print Signature

**IF A CORPORATION:**

NAME OF CORPORATION:

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION:

BY: (SEAL)

Signature Date

Print Signature

TITLE: WITNESS:

Secretary’s Signature

Print Signature

**SMALL BUSINESS ENTERPRISE (SBE) CONTRACT AFFIDAVIT**

**PROVIDING FALSE INFORMATION**

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under a Small Business Enterprise (SBE) procurement may be subject to the following:

**1.** A determination by a Procurement Officer that a bidder/offeror is not responsible;

**2.** A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;

**3.** Suspension and debarment under Title 16 of the State Finance and Procurement Article;

**4.** Criminal prosecution for procurement fraud (§ 11‑205.1 of the State Finance and Procurement Article), perjury, or other crimes; and

**5.** Other actions permitted by law.

**FAILURE TO MEET SBE CERTIFICATION REQUIREMENT**

Any bidder/offeror that is not certified as a SBE by the Office of Minority Business Enterprise (OMBE) will be ineligible to participate in a procurement designated for the Small Business Enterprise Program. A bid/proposal submitted by a firm that is not SBE certified by the OMBE on the date of submission of the bid/proposal shall be rejected.

**I AFFIRM THAT:**

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, (name of firm) is certified as a Small Business Enterprise in Maryland.

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.

CERTIFICATION Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Authorized Representative and Affidavit)

**INFORMATION REQUIRED TO BE SUBMITTED FOR FEDERALLY ASSISTED CONTRACTS:**

**(a) Each bidder shall provide the following information:**

NAME OF FIRM:

Street and/or P.O. Box

City State Zip Code

DBE Non-DBEAge of the firm years

Annual gross receipts per last calendar year <$500,000 $500,000-1,000,000

$1,000,000-3,000,000 $3,000,000-5,000,000 $5,000,000-10,000,000

>$10,000,000

**(b) Each bidder shall provide the following information for each firm quoting or considered as subcontractors and/or suppliers:**

NAME OF FIRM:

Street and/or P.O. Box

City State Zip Code

DBE Non-DBEAge of the firm years

Annual gross receipts per last calendar year <$500,000 $500,000-1,000,000

$1,000,000-3,000,000 $3,000,000-5,000,000 $5,000,000-10,000,000

> $10,000,000

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> $10,000,000

**Submit additional copies of this page as page 20A of 23, 20B of 23, etc. as necessary, and place them as the last pages in the Invitation for Bids. Place an “X” for “NO” on the last copy. Any additional Copies: NO YES**

**EXTRA WORK, CONTRACT TIME, BONDING, LIQUIDATED DAMAGES, AND PROPOSAL GUARANTY**

**EXTRA WORK.** It is further proposed to do all "Extra Work" which may be required to complete the work contemplated at unit prices or lump sum prices to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis as specified in TC-7.03.

**CONTRACT TIME.** To commence work as specified in the "Notice to Proceed" and to prosecute the work to complete the contract within/or before

IFB\_PFPContractDays (working days)

IFB\_PFPContractDate (calendar date)

Any delay in awarding or the execution of this contract will not be considered as a basis for any monetary claim, however, an extension of time may be considered by the Administration, if warranted.

**BONDING.** When the Contractor's bid is $100,000 or more, the Contractor shall furnish a Payment Bond and a Performance Bond in the full amount of the Contract Award as security for the construction and completion of the contract in conformance with the Plans, Standard Specifications, revisions thereto, General Provisions and Special Provisions.

To guarantee all of the work performed under this contract to be done in conformance with the Standard Specifications, revisions thereto, General Provisions and Special Provisions in a good workmanlike manner and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance of the work, also we have the equipment, labor, supervision and financial capacity to perform this contract either with our organization or with Subcontractors.

**LIQUIDATED DAMAGES.**  The Contractor is hereby advised that liquidated damages in the amount of

IFB\_PFPLiquidatedDays dollars (IFB\_PFPLiquidatedDaysNum) per working day

IFB\_PFPLiquidatedDate dollars (IFB\_PFPLiquidatedDateNum) per calendar day

will be assessed for unauthorized extensions beyond the contracted time of completion.

**PROPOSAL GUARANTY.** A bid security is not required on Contract Proposals under $100,000.

A bid security totaling at least five percent (5%) of the bid amount will be required on contracts of $100,000 or over.

Acceptable forms of security for bid guaranty shall be per GP-2.07.

Enclosed herewith, find bid security based on at least five percent (5%) of the aggregate amount of the bid submitted, and made payable to the "State of Maryland". The bid security shall be delivered per GP-2.08. This bid security is a Proposal Guaranty (which is understood will be forfeited in the event the contract is not executed, if awarded to the signer of this affidavit).

**Commercial Nondiscrimination**

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

**B.** The Contractor agrees to include the clause contained in subsection (A.), above, in all subcontracts, regardless of the tier.

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