

**STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL**

SMALL PROCUREMENT

FOR

TRUTH, RACIAL HEALING AND TRANSFORMATION
WORKSHOP/TRAINING

PROJECT NUMBER

OAG-22-01CRU

Issue date: July 19, 2021

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MARYLAND
200 St. Paul Place
Baltimore, Maryland 21202

Small Procurement

Potential bidders are invited to submit bids in accordance with this request.

PART I - BID INFORMATION

1.1 Purpose:

Pursuant to House Bill 307, the Maryland Lynching Truth and Reconciliation Commission was established to research cases of racially motivated lynchings and hold public meetings and regional hearings where a lynching of an African American by a white mob has been documented. Together with OAG, the Commission seeks a racial healing workshop facilitator for contracted services to conduct training and workshop with the Commission and the staff members. OAG and the Commission will use monies from the Emmett Till Cold Case Investigations Grant to fund this project.

1.2 Procurement Officer, Project Manager and Issuing Office:

The procurement officer is:

Beverly M. Pivec
Director of Administration
200 Saint Paul Place, 17th Floor
Baltimore MD 21202
Telephone: (410) 576-7938
Facsimile: (410) 576-6447
e-mail: bpivec@oag.state.md.us
(or such other person designated by the Attorney General)

The Project Manager is:

Zenita Hurley, Assistant Attorney General
Chief Counsel for Civil Rights
200 Saint Paul Place, 20th Floor
Baltimore MD 21202
e-mail: zhurley@oag.state.md.us
Telephone: (410) 576- 7939
Cell: (443) 463-0751
(or such other person designated by the Attorney General)

The Issuing Office is:

Office of the Attorney General
200 Saint Paul Place
Baltimore, Maryland 21202

1.3 Written questions: Prospective bidders may submit written questions. Such questions must be received, in writing via e-mail, by the Project Manager at the address listed on page 1 in section 1.2 above no later than 1:00 p.m. Eastern Time on July 23, 2021. A list of the written questions and the answers thereto will be mailed to prospective bidders who were sent this Small Procurement, or who otherwise obtained this Small Procurement and notified the procurement officer in writing of the same. Persons who download this Small Procurement from the Internet must notify the procurement officer by e-mail in order to be on the list of prospective bidders.

1.4 Amendment or Cancellation of Small Procurement: If this Small Procurement requires amendment, written notice of the amendment will be given to all prospective bidders identified in Section 1.3. RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY ALL BIDDERS. The State may cancel this Small Procurement, in whole or in part in accordance with COMAR 21.06.02.02. The State may reject all bids in accordance with COMAR 21.06.02.03.

1.5 Submission Requirements and Closing Date: Bids may be submitted in electronic format. Bids may be in Adobe Acrobat (.pdf), or Microsoft Word format, and may be submitted via e-mail to the Project Manager at the address listed in section 1.2.

The Project Manager must receive each bid, complete with all parts thereof, no later than 11:00 a.m. Eastern Time on Friday, July 30, 2021, (the "Closing Date"). Requests for extensions of the Closing Date will not be granted. Any bid, request for modification, or request for withdrawal received after 10:00 a.m. on the Closing Date is late and will be rejected. DELIVERY WILL BE COMPLETE ONLY WHEN A BID IS ACTUALLY RECEIVED BY THE PROJECT MANAGER. Note that if an e-mailed bid is detained by the OAG spam protection software, the time stamp noted by the spam protection software will be considered the time of receipt of the bid.

1.6 Acceptance of Terms and Conditions. By submitting a bid in response to this Small Procurement, (A) the bidder accepts all of the terms and conditions set forth in this Small Procurement; (B) the bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the contract; (C) the bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract; and (D) the bidder, if selected for award, shall be deemed

to have agreed to all terms and conditions set forth in the form of Contract attached as Attachment C to this Small Procurement.

1.7 Minority Participation. Minority business enterprises are encouraged to respond to this solicitation.

1.8 Disclosures: Bidders should give specific attention to the identification of those portions of their BID that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

1.9 Incurred Expenses: The OAG and the State of Maryland are not responsible for any expenses incurred in preparing and submitting bids.

1.10 Bidder's Affidavits: Each bidder shall complete and submit with the bid, the Bid Affidavit attached as Attachment A. A successful bidder will be required to complete a Contract Affidavit in the form attached hereto as Attachment B at the time of the execution of the contract entered into as a result of this Small Procurement. An executed Contract Affidavit should not be submitted with the bidder's bid.

PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 Parties to the Contract: The contract to be entered into as a result of this Small Procurement (the "contract") shall be by and between the successful bidder (the "contractor") and the OAG and shall be substantially in the form attached as Attachment C. Bidders should carefully read the contract and its attachments. The contract shall consist of the following documents: this Small Procurement, the bid, the contract, the Bid Affidavit and the Contract Affidavit.

2.2 Contract Term: The contract term shall be sixty (60) days and is expected to commence on the date the Contract (Attachment C) is signed. It will terminate on or before October 31, 2021.

2.3 Start-Up: The contractor shall conduct any necessary due diligence, and familiarize itself with the State's operations before commencement of the contract, at no cost to the OAG or the State.

2.4 Compensation and Method of Payment:

A. The contractor will be paid for performing contract services as follows:

1. Upon receipt and acceptance of the final report, the Contractor shall be

paid the amount set forth in the Bid documents.

2. Invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN) and the purchase order number issued pursuant to the contract.

3. Contractor shall send the original of each invoice submitted for payment to the Project Manager

PART III – BIDDER’S MINIMUM QUALIFICATIONS

3.1 The Bidder shall have three (3) years of experience working collaboratively with local communities, cultural organization and/or government agencies within the last ten (10) years.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its bid three (3) references from organizations within the last ten (10) years for which the Bidder has completed previous similar work and submit a sample of previously completed work or similar documents with its bid.

3.2 Computer Capacity: Bidders must have the capacity to:

A. Send and receive data using Internet electronic mail with file attachments that may sometimes be very large;

B. Share documents in a format compatible with the Issuing Office. The OAG can use Microsoft Word, and also uses Microsoft Excel and Access; and

C. Read and create documents in Adobe Acrobat (.pdf) format.

PART IV - SCOPE OF SERVICES

4.1 Purpose:

The Maryland Lynching Truth and Reconciliation Commission seeks a racial healing workshop facilitator for contracted services to conduct training and workshop with the Commission and the staff members. The primary focus is to demonstrate how approaches to racial healing align with the task and charge of the Commission. The workshop and training can take place virtually or in person. Potential contractors will provide commissioners and staff with workshops/training before the beginning of the scheduled hearings in October 2021. The Workshop/Training contractors should develop a curriculum based on the Truth, Racial Healing, and Transformation strategy that includes facilitating a racial healing circle with commission members and staff.

PART V - BID FORMAT

5.1 General:

A. Bid shall contain a concise description of the bidder's capabilities to satisfy the Small Procurement, specifically Part III above and Section 5.2, below. The responses to Part III and Section 5.2 should correspond to those specific subsections to the extent possible without unnecessary repetition.

B. The bid shall be submitted in electronic format.

1. Electronic Format. Bids submitted in electronic format may be in Adobe Acrobat (.pdf), or Microsoft Word, and shall be submitted via e-mail to the Project Manager at the address listed in section 1.2 and must be submitted as described in section 1.5 A.

5.2 Required Information: The Bid shall contain the following information:

A. General Information: The first page or pages must set forth the following information:

1. The name or names of the firm or firms submitting the bid;
2. The e-mail address at which the bidder desires to receive correspondence regarding the Small Procurement;
3. The name and position of the individual designated as the head of the contract team who will represent the bidder as the primary contact person on matters relating to the bid;
4. The telephone and telecopier numbers, and e-mail address of that individual; and
5. The bidder's tax identification number.

B. Bidder's Prior Experience. The Bidder shall clearly demonstrate that both the firm and the members of the proposed project team possess successful relevant experience;

C. Client References. Bidders' Technical Bid shall contain sufficient information to demonstrate an established and verifiable track record of successful performance. For each staff person proposed, the bidder must provide as references three clients for whom the proposed staff person has provided workshop and/or training services similar to those required in this Small Procurement within the last ten years. The reference information must include:

1. The name of the client;
2. The bidder's primary contact and that person's address and telephone number;
3. The nature of the services provided; and
4. The dates and duration of contract or project.

If the bidder has previously contracted with the State, the procurement officer may obtain a reference from the State or the applicable State department or agency.

D. Computer Capability. Bidders should include information about the bidder's staff and technical capacity, the bidder's capacity to receive and transmit documents electronically, and the bidder's hardware and software resources.

E. Bidder's firm fixed price for completion of the workshop/training.

F. Affidavit. The Bid/Proposal Affidavit shall be executed by a person authorized to bind the bidder in a manner indicating that the Bid Affidavit is binding.

G. Execution. The Bid shall be executed by a person or persons authorized to bind the bidder in a manner clearly indicating that the Technical Bid is binding.

H. Other. Any other information which the bidder considers relevant to a fair evaluation of its experience and capabilities.

5.3 Certification. The bidder shall certify that, to the best of its knowledge, the price information submitted is accurate, complete, and correct as of the Closing Date, and if negotiations are conducted pursuant to Section 6.4, as of the date of the bidder's best and final offer.

5.4 Authorization. The Bid shall be executed by a person or persons authorized to bind the bidder.

PART VII - AWARD

A Contract shall be awarded to the lowest responsive responsible bidder submitting the bid that has been determined to be the most advantageous to the State under this Small Procurement (see COMAR 21.05.07).

ATTACHMENTS

Bid/Proposal Affidavit,
Contract Affidavit
Contract

Attachment A Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror 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/Offeror 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/Offeror 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/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/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/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror 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/proposal 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 21.11.13; 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 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/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/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) 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 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):
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G. SUBCONTRACT 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/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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/proposal 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, State Department of Assessments and Taxation, and 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. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §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.

O. 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/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.

By:

Signature of Authorized Representative and Affiant

Printed Name:

Printed Name of Authorized Representative and Affiant

Title:

Title

Date:

Date

Attachment B. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - domestic or foreign;
- (2) Limited Liability Company - domestic or foreign;
- (3) Partnership - domestic or foreign;
- (4) Statutory Trust - domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I

FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. 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 Proposal, 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 who 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's 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 §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID I

FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)
 _____ (signature of Authorized Representative and Affiant)

ATTACHMENT C Sample Contract
AGREEMENT

THIS AGREEMENT is made this ____th day of August, 2021, by and between the Office of the Attorney General, hereinafter called the “OAG”, and _____, hereinafter called the “Consultant” or “Contractor”.

The Consultant and the OAG agree as follows:

SECTION 1
CONFIDENTIAL RELATIONS

1. The services to be performed under this Agreement shall be under the direction of Assistant Attorneys General within the Legislative Affairs Office, Office of the Attorney General (“OAG attorneys”).
2. Except as may be otherwise authorized from time to time by the OAG attorneys, Consultant’s communications regarding the services to be performed under this Agreement, with the OAG attorneys, members of the OAG staff, State employees, other consultants, and other expert witnesses as may be designated by the OAG attorneys shall be confidential and privileged.
3. Consultant shall be required to closely coordinate its efforts with the OAG attorneys, certain State employees, and other consultants and expert witnesses as may be specifically designated by OAG attorneys.
4. Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

SECTION 2
SCOPE OF CONTRACT

A. Services to be Performed.

Working with and at the direction of the OAG attorneys, Consultant shall perform services described in the Small Procurement and subsequent bid. The Consultant shall perform the services with the standard of care, skill and expertise normally provided by a Consultant in the performance of such services.

B. Key Personnel.

[Name(s)] is/are considered the key person(s) performing work under this

Agreement and will not be replaced without prior approval from the OAG. Should any key personnel become unavailable during the term of the Agreement, the OAG, at its option, may approve a replacement or terminate the Agreement.

C. Changes

The OAG unilaterally may, at any time, make any changes in the work within the scope of the Agreement.

SECTION 3 **TIME OF PERFORMANCE**

This Agreement shall be deemed to be in effect for a period beginning upon execution of this contract, and, unless terminated under the provisions of this Agreement, shall remain in effect until **October 31, 2021** or such later date(s) as may be designated by the Procurement Officer or his/her authorized representative as necessary to complete Consultant's services hereunder.

SECTION 4 **OWNERSHIP OF DATA**

Consultant will advise the OAG attorneys of information needed or desirable to perform its work. Consultant will be furnished by the OAG with such information as may reasonably be required for performance of its services and as is reasonably available to the OAG or reasonably obtainable by the OAG. All data prepared by Consultant shall be made available to the OAG and shall become the property of the OAG. The OAG shall have the right to use such data without restriction or limitation and without any further compensation to the consultant.

SECTION 5 **COMPENSATION AND METHOD OF PAYMENT**

The basis of payment for all services performed by Consultant shall be as follows:

1. Upon receipt and acceptance of the final report, the Contractor shall be paid the amount set forth in the Bid documents.
2. Invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN) and the purchase order number issued pursuant to the contract.
3. Contractor shall send the original of each invoice submitted for payment to the Project Manager

4. The total amount payable to Consultant for services to be performed under this Agreement shall not exceed _____ without the express written approval of the OAG.

SECTION 6 **MODIFICATION OF AGREEMENT**

Except as otherwise may be provided elsewhere in this Agreement, this Agreement may be amended only by written instrument signed by both the OAG and Consultant.

SECTION 7 **NON-HIRING OF EMPLOYEES**

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the consultant or any entity that is a subcontractor on this contract.

SECTION 8 **DISPUTES**

Disputes arising under this Agreement shall be governed the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

SECTION 9 **MARYLAND LAW PREVAILS**

This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of law rules.

SECTION 10 **NON-DISCRIMINATION IN EMPLOYMENT**

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b)

to include a provision similar to that contained in subsection (a), above, in any 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

SECTION 11

CONTINGENT FEE PROHIBITION

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

SECTION 12

TERMINATION FOR NON-APPROPRIATION

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

SECTION 13

TERMINATION

A. Termination for Default

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall

pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

B. Termination for Convenience

The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

SECTION 14
DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to perform the work under this Agreement continuously and diligently. No charges, adjustment, or claims for damages shall be made by the Consultant for any delays or hindrances from any cause whatsoever during the progress of any of the work specified in this Agreement.

SECTION 15
SUSPENSION OF WORK

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

SECTION 16
PRE-EXISTING REGULATIONS

In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

SECTION 17
PAYMENT OF STATE OBLIGATIONS

Payments to the Consultant pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

SECTION 18
FINANCIAL DISCLOSURE

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

SECTION 19
POLITICAL CONTRIBUTION DISCLOSURE

The Consultant shall comply with Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

SECTION 20
RETENTION OF RECORDS

The Consultant shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times

All records, including but not limited to reports, studies, estimates, charts, correspondence, and recommendations shall be considered the sole property of the OAG and shall not be used by the Consultant for any purpose other than use in fulfilling the terms of this Agreement unless expressly authorized to do so by the OAG.

SECTION 21

COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

SECTION 22

COST AND PRICE CERTIFICATION

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a

smaller amount set by the procurement officer.

- B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

SECTION 23 **COMMERCIAL NONDISCRIMINATION**

- A. As a condition of entering into this Agreement, Consultant 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, Consultant may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Consultant retaliate against any person for reporting instances of such discrimination. Consultant 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. Consultant 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 Consultant 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. 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 Consultant under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Consultant agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Consultant 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 Consultant on each subcontract or supply contract. Consultant 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. Consultant 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.

SECTION 24
CONFLICT OF INTEREST

Consultant agrees that during the life of this Agreement it shall not provide services to any other person, firm, partnership, corporation, or other entity in connection with the matters that are the subject of this Agreement without prior written approval of the OAG.

SECTION 25
WAIVER

The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

SECTION 26
NON-ASSIGNABILITY

Consultant shall not assign or subcontract any rights or duties under this Agreement without prior written consent of the OAG.

SECTION 27
PROCUREMENT OFFICER

The Procurement Officer for this Agreement shall be [name]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

FOR CONTRACTOR

Print name:

Date:

FEIN:

FOR OAG

By:
Title: _____

Date:

Approved as to Form and Legal Sufficiency:

Assistant Attorney General