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State Treasurer

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Chief Deputy Treasurer

**MARYLAND STATE TREASURER'S OFFICE**

**INVITATION FOR BIDS  
(Small Procurement)**

**FOR**

**TRUSTEE, REGISTRAR AND PAYING AGENT SERVICES  
FOR THE  
MARYLAND DEPARTMENT OF TRANSPORTATION**

**IFB #TRPA-01232019**

**DUE DATE: FEBRUARY 12, 2019 BY 1:00 PM LOCAL TIME**

January 23, 2019

## KEY INFORMATION SUMMARY SHEET

### Invitation For Bids (Small Procurement) for Trustee, Registrar and Paying Agent Services For The Maryland Department of Transportation

IFB #TRPA-01232019

**Procurement Officer:** Anne Jewell  
Tel.: (410)260-7903  
Fax: (410)974-3530  
Email: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

**Submit Bids to:** Maryland State Treasurer's Office  
Attn: Procurement Officer  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401

### SCHEDULE OF EVENTS

Issue Date:	January 23, 2019
Bids Due Date:	February 12, 2019 by 1:00 p.m. Local Time
Bid Opening:	February 12, 2019 at 1:30 p.m. Local Time
Tentative Contract Award:	February 22, 2019

### NOTICE

A Prospective bidder who received this document from a source other than the Issuing Office or eMaryland Marketplace, should immediately contact the Issuing Office and provide their name and email address in order that amendments to the IFB or other communications can be sent to them. A prospective bidder should also register on eMaryland Marketplace at: (<https://emaryland.buyspeed.com/bs0>). Any prospective bidder who fails to register on eMaryland Marketplace assumes complete responsibility in the event that they do not receive amendments to the solicitation prior to the closing date.

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**SMALL PROCUREMENT SOLICITATION FOR  
ACTUARIAL SERVICES**

**SECTION I – GENERAL INFORMATION**

**1.1 Summary Statement**

The Maryland State Treasurer’s Office (the “Office”) which is issuing this Invitation for Bid (“IFB”), on behalf of the Maryland Department of Transportation (the “Department”) is requesting bids to provide Trustee, Registrar and Paying Agent Services from March 1, 2019 through March 1, 2034. These services are to be provided for Certificates of Participation (“COPs”) which will be issued to finance the acquisition of buses for shuttle services between the main terminal and various parking sites at the Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall Airport). The Department, on behalf of the Maryland Aviation Administration (“MAA”), is issuing up to \$30,000,000 COPs (BWI Marshall Airport Shuttle Bus Fleet Acquisition), Series 2019 (the "Certificates") to acquire a maximum of 40 buses (40-foot and 60-foot) powered by clean diesel, and/or zero emissions electric propulsion.

**1.2 Issuing Office and Procurement Officer**

Maryland State Treasurer’s Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, MD 21401

Procurement Officer: Anne Jewell  
Phone: (410)260-7903  
E-mail: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

The sole point of contact for purposes of this Invitation for Bids (the “IFB”) is the Procurement Officer. The Procurement Officer may designate others to act on her behalf. The Office may change the Procurement Officer or the limits of her authority at its discretion.

**1.3 Procurement Method**

The Contract arising out of this IFB (the “Contract”) will be awarded in accordance with the small procurement process under COMAR 21.05.07.

**1.4 Contract Officer**

The Contract Officer monitors the daily activities of the contract and provides technical guidance to the selected bidder (the “Contractor”). The State Contract Officer for this

Contract is June Hornick, Assistant Director of Debt Administration, Maryland Department of Transportation.

### **1.5 Use of eMaryland Marketplace**

eMaryland Marketplace (eMM) is a free electronic commerce system administered by the Maryland Department of General Services. The IFB, associated materials, and all other solicitation-related material will be provided via eMM. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMM, it is recommended that all bidders interested in doing business with Maryland State agencies subscribe to eMM. In order to receive a contract award, a vendor must be registered on eMM. Go to: <https://emaryland.buyspeed.com/bsa>, click on "Register" to begin the process and then follow the prompts.

### **1.6 Questions and Inquiries**

All questions and inquiries should be directed to the Procurement Officer identified above.

### **1.7 Submission Deadline**

**To be considered, the bids must arrive at the Issuing Office no later than 1:00 p.m. Local Time on Tuesday, February 12, 2019.** Requests for extension of this bid date or time will not be granted. Bidders may submit their bids by email to the Procurement Officer listed in Section 1.2. A bidder wishing to mail a hard copy should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Bids arriving after the closing date and time will not be considered.

### **1.8 Cancellation of the IFB; Rejection of all Bids**

The Office may cancel this IFB, in whole or in part, or may reject all bids submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

### **1.9 Bid Acceptance; Discussions**

The Office reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of the State. The Office also reserves the right, in its sole discretion, to award a contract based upon the written bids received without prior discussions or negotiations.

### **1.10 Incurred Expenses**

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB, including costs incurred in making an oral presentation, if required.

### **1.11 Bid Form**

The Pricing Bid Sheet included as Appendix A must be completed and signed by an individual authorized to bind the bidder to all terms and conditions of this IFB.

### **1.12 Bid/Proposal Affidavit**

All bids submitted by a bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix B to this IFB.

### **1.13 Acceptance of Terms and Conditions**

By submitting a bid in response to this IFB, the bidder (a) accepts all of the terms and conditions set forth in this IFB, and (b) represents that it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"). If selected for award, the bidder agrees (a) that it will comply with all federal, State and local laws applicable to its activities and obligations under the contract, (b) that it shall not become in arrears under any State Obligation during the term of the contract, and (c) to all terms and conditions set forth in the form of contract included as Appendix C to this IFB.

### **1.14 Contract Affidavit**

All bidders are advised that if a Contract is awarded as a result of this solicitation, the successful bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes in Appendix D. This Affidavit need not be submitted with a bidder's bid.

### **1.15 No Guarantee of Work**

No contractor is guaranteed any minimum amount of work or compensation.

### **1.16 Bid Opening**

Bids shall be opened publicly at the Maryland State Treasurer's Office, Louis L. Goldstein Treasury Bldg., 80 Calvert Street, Annapolis, Maryland 21401, 1st Floor Conference Room, at 1:30 p.m. Local Time on Tuesday, February 12, 2019. The name of each bidder, the bid, and

such other information as is deemed appropriate shall be read aloud or otherwise made available.

### **1.17 Basis for Award**

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder whose bid meets the requirements, evaluation criteria set forth in the invitation for bids and who submitted the most favorable evaluated bid price determined by the Office to represent the lowest cost to the State.

### **1.18 Duration of Offer**

Bids submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

### **1.19 Order of Precedence**

The Contract between the parties will be embodied in the contract documents which will consist of the following, listed in their order of precedence:

1. Contract and contract modifications executed by both parties;
2. IFB; and
3. Contractor's Bid.

Modifications of the order of precedence provision of this solicitation will not be accepted. If any terms and conditions inconsistent with requirements of the solicitation are proposed, those terms and conditions must be stated in the Bid.

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## SECTION II – SCOPE OF SERVICES AND REQUIREMENTS

### 2.1 Background

- 2.1.1. Maryland Department of Transportation. The Department is a principal department of the Executive Branch of the State of Maryland government. The Department is generally responsible for the transportation system activities of the State government including the construction and maintenance of highways and bridges, the licensing of motor vehicles and drivers, the operations of the mass transit system in the Baltimore region, and the operation of State ports, airports, and passenger rail service.

The Department's principal tax and fee revenues are motor vehicle fuel taxes and fees, motor vehicle titling taxes, motor vehicle registration fees, and corporation income taxes. In addition, the Department receives federal grants and generates income from the operations of its business units.

- 2.1.2. BWI Marshall Airport Bus Fleet Acquisition. The Department and MAA will enter into a conditional purchase agreement issuing up to \$30,000,000 COPs (BWI Marshall Airport Shuttle Bus Fleet Acquisition) Series 2019 to acquire a maximum of 40 40-foot and 60-foot buses powered by clean diesel, and/or zero emissions electric propulsion. It is anticipated that the acquisition of the buses will occur between March and December of 2019.

The Department expects to take competitive bids for the services to be provided for these Certificates in March 2019. The Certificates to be issued will be dated the date of closing and closing is tentatively scheduled for March 27, 2019. At closing, the selected bidder will receive the proceeds of the sale of the Certificates. At or shortly after closing, the selected bidder will pay from the Certificate proceeds certain costs of issuance. It is not expected that any of the Certificate proceeds will be transferred to a debt service reserve fund or maintenance fund. The Trustee will establish an Acquisition Fund (for the costs of the bus acquisition which will be paid by purchase order/requisition), and a Certificate Fund (principal and interest sub-accounts), and may establish as needed an Insurance Fund and a Rebate Fund. It is anticipated that all funds for the bus purchase will be disbursed prior to January 2020.

The par value of the Certificates will not exceed \$30,000,000. The Certificates will be fixed rate, book-entry only securities deposited with the Depository Trust Company ("DTC"). Interest payments will be due semi-annually and principal payments will be due annually. Purchase installments will coincide with debt service dates, which will be determined prior to posting a preliminary official statement. The Certificates may have a call provision, the term of which will be determined by market conditions prior to financing. The Certificates are expected to be tax-exempt securities, subject to the alternate minimum tax.

2.1.3. Documents. In connection with the transaction, the State will execute a Trust Agreement (See Exhibit 1), a Conditional Purchase Agreement (See Exhibit 2), and a Continuing Disclosure Agreement. The Conditional Purchase Agreement will include a standard State non-appropriation clause. Title to the Facility will remain with the State, as Purchaser. The Trustee will be granted a security interest in the buses. In the event of non-appropriation, the Trustee, as Seller, shall have the right to take possession of the buses.

The bidder is not expected to maintain, repair or otherwise operate the buses under the Conditional Purchase Agreement. All operational and maintenance activities and expenses related to the buses will be the responsibility of MAA or its agents. The State will arrange for adequate property and liability insurance on the buses through the State Insurance Trust Fund and/or third-party insurance. The Department will perform all continuing disclosure reporting under SEC rule 15c2-12(b)(5).

Copies of agreements from the Department's most recent COPs transactions are available upon request.

## **2.2 Qualifications**

- 2.2.1. The bidder must be a trust department of a financial institution as defined in Section 6-201(e) of the State Finance and Procurement Article of the Annotated Code of Maryland. (See Exhibit 3).
- 2.2.2. The bidder must be experienced with certificate of participation or lease revenue bond programs as evidenced by being or having been the trustee for at least three public issues of this type of debt.
- 2.2.3. The bidder must have a Kroll Bond Rating Agency (KBRA) Rating, or a similar financial strength rating, from a nationally recognized statistical rating organization of at least a "C". Should the Bidder's rating drop below "C", the Bidder must immediately notify the Procurement Officer or Contract Officer. The Maryland State Treasurer (the "Treasurer"), at her discretion, may dismiss the Bidder, require additional collateral of the Bidder, or take other actions as she deems necessary under the circumstances to protect the interests of the State of Maryland.
- 2.2.4. The bidder must be a participating member of, or have the ability to clear transactions through, all major book entry or electronic securities depositories, such as the DTC/ID system and the Federal Reserve System.
- 2.2.5. The bidder must provide collateralization of all funds deposited to any bank account within the scope of the IFB in accordance with the requirements set forth in Sections 6-202, 6-209, and 6-222 of the State Finance and Procurement Article (See Exhibits 4, 5, and 6). The collateral shall be on deposit in the name of the Treasurer, State of Maryland, either, (a) with the Federal Reserve Bank of Richmond, (b) with the Federal

Reserve Bank of Boston, or (c) at the sole discretion of the Treasurer, on deposit with an independent financial institution acceptable to the Treasurer.

- 2.2.6. The bidder must provide electronically in both Excel and PDF format to the Office for each calendar month, by the tenth of the subsequent month, audited reports on all account balances, interest earnings transfers, and collateral.

## **2.3 Service Requirements**

- 2.3.1. Personnel. The services under this IFB shall be performed by employees of the bidder who are experienced in the management of a certificate of participation or lease revenue bond issue. The Bidder shall designate one such experienced employee as the principal contact with the Department for services under this IFB.
- 2.3.2. General Services. The bidder shall provide all the services normally required by a trustee for a publicly offered, book-entry only issue of certificates of participation including, but not limited to, the disbursement of funds at closing, the receipt of MAA's purchase installments, and the timely disbursement of all interest and principal payments. The Bidder must invoice the Department no later than 45 days prior to the purchase installment due date.
- 2.3.3. Investment Services. The bidder will invest all amounts deposited with the bidder in securities permitted by Section 6-222 of the State Finance and Procurement Article (Exhibit 6). Interest income will be retained in the trust accounts and shall serve as a credit toward the next purchase installment. The Bidder will either offer or have access to a tax-exempt investment product. The Department reserves the right to direct the investment of monies deposited to the trust funds.
- 2.3.4. Reporting for Certificates of Participation. By the 15th of each month, the bidder shall submit to the Department a statement for the previous month for each active account the Bidder establishes under this IFB. The report, at a minimum, shall account for all receipts, disbursements, investments, interest rates, and interest earned. The statement may be received electronically.

By July 15 of each year, the bidder shall provide the Department an annual report that summarizes the activities relating to the Certificates for the year ending June 30 of the same year.

## **2.4 Term**

The bidder shall remain the trustee for the life of the Certificates, from March 1, 2019 and presently expected to be until March 1, 2034, subject to the terms of the Trust Agreement.

## **2.5 Compensation:**

Compensation will be based on the charges contained in the Bid Form (Appendix A). The amounts contained in the Bid Form (Appendix A) will be paid annually on or about the principal purchase installment date and shall be the charges for the initial period ending February 2024. Thereafter, the charges may be adjusted every five years for the subsequent five-year period. The percentage increase in any change at the five-year anniversary date may not exceed the change in the consumer price index (Baltimore/Washington - Urban) during the immediately preceding four calendar years. (Example: The Annual Administrative Fee for the period March 2024 through February 2029, may not exceed the Annual Administrative Fee in Appendix A by a percentage greater than the percentage increase in the consumer price index (Baltimore/Washington - Urban, from calendar year 2020 through calendar year 2023.) Notice of a proposed adjustment in charges shall be given to the Department no later than sixty (60) days preceding the effective date of the adjustment, which notice shall set forth the formula used to calculate such increase.

The rates will include all expenses other than direct out of pocket travel expenses and express mail charges where using express mail is at the direction of the Office. Travel expenses will be invoiced and reimbursed in accordance with the State's standard travel regulations (COMAR 23.02.01). Payment to the selected bidder shall be made no later than 30 days after receipt by the Office of the properly payable invoice from the bidder. The invoice for services rendered must reflect the bidder's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, is prohibited.

## **2.6 Payment by Electronic Funds Transfer**

By submitting a response to this solicitation, the bidder agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected bidder shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from: [http://comptroller.marylandtaxes.gov/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

## **SECTION III – BID FORMAT**

### **3.1 Bidder's Qualifications**

A bidder shall demonstrate that it meets and acknowledges compliance to the requirements listed in 2.2 Qualifications.

### **3.2 Similar Engagements/Client References**

3.2.1. Each bidder must provide the number and total principal amount of certificate of participations and/or lease revenue bond issues currently under management. (The total principal amount may be in terms of original amounts issued or currently outstanding; specify measure used.)

3.2.2. List up to five certificate of participation and/or lease revenue bond issues under management or previously managed by the bidder. Provide the following information:

- a) Name and State of the Issuer;
- b) Date and purpose of the issue;
- c) Par value of the certificates on the date of issue and term of issue;
- d) Type of offering (i.e., public or private placement); and
- e) Name and telephone number of an individual who is familiar with the bidder's performance.

3.2.3. In the last five (5) years has a state or local government removed for cause the bidder as escrow agent or trustee for an issue of revenue bonds or certificates of participation. If yes, explain the circumstances and provide the name and telephone number of an individual associated with the issuer who is familiar with the removal.

### **3.3 Bid Submission**

Each bidder must submit by 1:00 p.m. Local Time on Tuesday, February 12, 2019, a completed and signed Bid Form (Appendix A), evidence of the bidder's qualifications and similar engagements/client references (see Section 3.1 and 3.2 above). The Bid Form (Appendix A) must be signed by an individual authorized to bind the bidder to all terms and conditions of this IFB and the agreements contemplated hereunder. The State reserves the right to reject any conditional bid(s).

This procurement is classified as a Category III Small Procurement (COMAR 21.05.07.), and may not exceed \$50,000 for the term of the Contract.

## SECTION IV - EVALUATION AND SELECTION PROCEDURE

### 4.1 Evaluation

All qualifying bids received from responsible bidders by the submission deadline will be evaluated by the Office.

### 4.2 Bidder Qualifications

4.2.1. In General. The Office may make such reasonable investigations as deemed proper and necessary to determine the ability of any bidder to meet the requirements of this solicitation. By submitting a bid in response to this IFB, a bidder shall be deemed to have agreed to provide to the Office all such information for this purpose as reasonably may be requested. The Office reserves the right to reject any bid if the information submitted by, or the investigation of, the bidder fails to satisfy the Office that such bidder is capable of meeting the requirements of this solicitation and the agreements contemplated herein.

4.2.2. Bid Responsiveness. The Office will not consider a bid to be responsive if it does not conform in all material respects to the IFB. See Section 1.9 Bid Acceptance; Discussion, and Section III Bid Format, of this IFB.

### 4.3. Selection

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder whose bid meets the requirements, and who submitted the most favorable evaluated bid price determined by the Office to represent the lowest cost to the State.

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**APPENDIX B  
BID AFFIDAVIT  
(To be Submitted with Bid)**

**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):

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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/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):

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**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).

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**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):
- 
- 

**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: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**  
(Form of Small Procurement Contract)

**TRUSTEE, REGISTRAR & PAYING AGENT  
FOR  
MARYLAND DEPARTMENT OF TRANSPORTATION**

**THIS CONTRACT** (the "Contract"), is made as of the \_\_ day of \_\_\_\_\_, 2019 by and between \_\_\_\_\_, \_\_\_\_\_(the "Contractor"), and the **Maryland State Treasurer's Office**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office") on behalf of the **Maryland Department of Transportation ("MDOT")**, offices of the State of Maryland (the "State").

The Parties agree as follows:

**I. Scope of Services**

The Office hereby engages the Contractor to provide Trustee, Registrar and Paying Agent for the Maryland Department of Transportation as described in:

- Exhibit A: Invitation to Bid (Small Procurement) for Trustee, Registrar and Paying Agent, dated January 23, 2019; and
- Exhibit B: Contractor's Bid dated \_\_\_\_\_, 2019.
- Exhibit C: Certificate of Participation Trust Agreement dated \_\_\_\_\_; and
- Exhibit D: Conditional Purchase Agreement dated \_\_\_\_\_, 2019.

This agreement and Exhibits A and B shall constitute the scope of services provided under this Contract. In the event of a conflict between this agreement and the Exhibits, this agreement shall prevail.

**II. Term of Contract**

The Bidder shall remain the trustee for the life of the Certificates, from March 1, 2019 and presently expected to be until March 1, 2034, subject to the terms of the Trust Agreement dated \_\_\_\_\_.

**III. Payment**

- 3.1. The total compensation for services to be rendered by the Contractor shall be an annual fixed base fee of \$\_\_\_\_\_, for the initial period ending February 2024. Thereafter, the fees may be adjusted every five years for the subsequent five-year period. The percentage increase in any change at the five-year anniversary date may not exceed the change in the consumer price index (Baltimore/Washington-Urban) during the immediately preceding four calendar years. The fixed fee may not to exceed \$50,000 for the term of the Contract.



3.2. The Office shall compensate Contractor for services satisfactorily performed in accordance with this Contract. The rates will include all expenses other than direct out of pocket travel expenses and express mail charges where using express mail is at the direction of the Office. Travel expenses will be invoiced and reimbursed in accordance with the State's standard travel regulations (COMAR 23.02.01).

3.3. A. All invoices for services shall be submitted to:

Maryland Department of Transportation  
Office of Finance  
7201 Corporate Center Drive  
Hanover, MD 21076

B. Payments to the Contractor shall be made no later than 30 days after receipt by the Office of monthly invoices from the Contractor. The Contractor's Federal Tax Identification Number shall appear on invoices. The Contractor's Federal Tax Identification Number is \_\_\_\_\_. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited

#### **IV. General Conditions**

##### 4.1 Termination for Non-appropriation

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

##### 4.2 Maryland Law Prevails

The law of Maryland shall govern the interpretation and enforcement of this Contract.

##### 4.3 Disputes

Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

#### 4.4. Changes

This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

#### 4.5. Termination for Default

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. 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.

#### 4.6. Nondiscrimination

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

#### 4.7. Anti-Bribery

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

#### 4.8. Termination for Convenience

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall 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 may not be reimbursed for any anticipatory profits which 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).

4.9. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

A. Maryland State Treasurer's Office  
Attn: Procurement Officer  
Louis L. Goldstein Treasury Building  
80 Calvert Street  
Annapolis, Maryland 21401  
Email: [procurement@treasurer.state.md.us](mailto:procurement@treasurer.state.md.us)

B. Maryland Department of Transportation  
Deputy Director, Debt Administration  
Office of Finance  
7201 Corporate Center Drive  
Hanover, MD 21076

B. The Contractor  
\_\_\_\_\_  
\_\_\_\_\_

Signatures to Follow Next Page

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

**ATTEST:**

**[Contractor Name]**

\_\_\_\_\_

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

**WITNESS:**

**MARYLAND STATE TREASURER'S  
OFFICE**

\_\_\_\_\_

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

Nancy K. Kopp  
Treasurer

**WITNESS:**

\_\_\_\_\_

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

Bernadette T. Benik  
Chief Deputy Treasurer

**ACKNOWLEDGED AND ACCEPTED:  
MARYLAND DEPARTMENT OF  
TRANSPORTATION**

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

Jaclyn D. Hartman  
Chief Financial Officer

Approved for form and legal sufficiency  
for the Maryland State Treasurer's Office:

\_\_\_\_\_

David P. Chaisson  
Assistant Attorney General

**APPENDIX D**  
**CONTRACT AFFIDAVIT**  
**(To be signed with Contract)**

A. AUTHORITY

I HEREBY AFFIRM THAT:

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 items):

- (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:

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#### 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 \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

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

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

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

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

(d) Not hire or assign to work on the contract anyone 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), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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 Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_ , 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.

By: \_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

Printed Name: \_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBITS INCLUDED AS SEPARATE ATTACHMENTS TO THIS IFB:

**EXHIBIT 1 – Certificate of Participation Trust Agreement**

**EXHIBIT 2 – Conditional Purchase Agreement**

### EXHIBIT 3

#### State Finance and Procurement Article

§6-201.

(a) In this subtitle the following words have the meanings indicated.

(b) "Banking institution" means an institution that is incorporated under the laws of the State as a State bank, trust company, or savings bank.

(c) "Collateral" means collateral that is listed under § 6-202 of this subtitle.

(d) "Deposit insurance" means insurance by:

(1) the Federal Deposit Insurance Corporation; or

(2) the Resolution Trust Corporation created under § 21A of the Federal Home Loan Bank Act (12 U.S.C. § 1441a).

(e) "Financial institution" means:

(1) any banking institution;

(2) any national banking association;

(3) an institution that is incorporated under the laws of any other state as a bank;

and

(4) an institution that is incorporated under the laws of this State or of the United States as a savings and loan association.

(f) "National banking association" means an institution that is incorporated under federal law as a bank.

(g) "State money" for purposes of §§ 6-209 and 6-210 of this subtitle includes money in a bank account maintained under the control of an employee or official of the clerk of the court or register of wills.

## EXHIBIT 4

### State Finance and Procurement Article

§6-202.

Collateral that may be used under this subtitle shall be:

- (1) an obligation of the United States or any of its agencies;
- (2) an obligation guaranteed by the United States or by any of its agencies;
- (3) an obligation insured by the United States;
- (4) an obligation of the State or any of its units or instrumentalities;
- (5) an obligation of a county of the State or any of its agencies;
- (6) an obligation of a municipal corporation in the State or any of its agencies;
- (7) an obligation of any other governmental authority in the State;
- (8) an obligation of the Inter-America Development Bank;
- (9) an obligation of the World Bank;
- (10) an obligation of the following government-sponsored enterprises:
  - (i) the Federal Home Loan Banks;
  - (ii) the Federal Home Loan Mortgage Corporation;
  - (iii) the Federal National Mortgage Association;
  - (iv) the Farm Credit System;
  - (v) the Federal Agricultural Mortgage Corporation; and
  - (vi) the Student Loan Marketing Association;
- (11) a surety bond if:
  - (i) subject to the terms and conditions of the bond, it is irrevocable and absolute;
  - (ii) the surety bond is issued by an insurance company authorized to do business in this State;
  - (iii) the issuer of the surety bonds does not provide surety bonds for any one financial institution in an amount that exceeds 10% of the surety bond insurer's policyholders' surplus and contingency reserve, net of reinsurance; and
  - (iv) the claims-paying ability of the authorized insurance company is rated, at all relevant times, in the highest category by at least two nationally recognized rating agencies acceptable to the Treasurer;
- (12) an obligation or security of, or other interest in, any open-end or closed-end management type investment company or investment trust registered under the provisions of the federal Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., if:
  - (i) the portfolio of the open-end or closed-end management type investment company or investment trust is limited to direct obligations of the United States government and to repurchase agreements fully collateralized by United States government obligations; and
  - (ii) the open-end or closed-end management type investment company or investment trust takes delivery of that collateral, either directly or through an authorized custodian; or
- (13) a letter of credit issued by a Federal Home Loan Bank if the letter of credit meets the conditions under the guidelines issued by the State Treasurer's office.

## EXHIBIT 5

### State Finance and Procurement Article

§6-209.

- (a) State money on deposit with a financial institution shall be secured by:
  - (1) deposit insurance; or
  - (2) collateral as required by this section.
- (b) (1) The collateral for State money on deposit with a financial institution:
  - (i) must have, at all times, a market value that equals or exceeds the State money that is on deposit with the financial institution and is not covered by deposit insurance; and
  - (ii) must be approved by the Treasurer.
- (2) If the collateral is a surety bond under § 6-202 of this subtitle:
  - (i) the surety bond shall be in a form and amount acceptable to the Treasurer as determined by the Treasurer from time to time; and
  - (ii) the financial institution that provides the surety bond as collateral shall immediately notify the Treasurer if the rating assigned to the issuing insurance company by any rating agency, found acceptable to the Treasurer under § 6-202 of this subtitle, is withdrawn or downgraded, in which event the financial institution shall immediately provide the Treasurer with substitute collateral permitted under § 6-202 of this subtitle.
- (3) Subject to the requirements of this subsection, a financial institution may change its collateral from time to time.
- (c) (1) A custodian shall hold the collateral under this section for the benefit of the State.
- (2) A financial institution may use as a custodian:
  - (i) any banking institution that is approved by the Commissioner of Financial Regulation to conduct commercial banking business in the State;
  - (ii) a federal reserve bank; or
  - (iii) any national banking association that is approved by the Comptroller of the Currency to conduct banking business in the State.
- (3) A financial institution may not be approved as custodian for the collateral of a depository unless the assets of the financial institution equal or exceed 200% of the value of the collateral to be held for the depository.

## EXHIBIT 6

### State Finance and Procurement Article

§6-222.

(a) (1) In this section, “supranational issuer” means an international development institution that:

(i) provides financing, advisory services, or other financial services to the institution’s member countries to achieve the overall goal of improving living standards through sustainable economic growth; and

(ii) is rated in the highest credit rating category by a nationally recognized statistical rating organization.

(2) “Supranational issuer” includes:

(i) the World Bank;

(ii) the International Finance Corporation;

(iii) the Inter-American Development Bank;

(iv) the African Development Bank; and

(v) the Asian Development Bank.

(b) The Treasurer may invest or reinvest unexpended or surplus money over which the Treasurer has custody in:

(1) an obligation for which the United States has pledged its faith and credit for the payment of the principal and interest;

(2) an obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress;

(3) an obligation issued and unconditionally guaranteed by a supranational issuer denominated in United States dollars and eligible to be sold in the United States;

(4) a repurchase agreement collateralized in an amount not less than 102% of the principal amount by an obligation of the United States, its agencies or instrumentalities, provided the collateral is held by a custodian other than the seller designated by the buyer;

(5) bankers’ acceptances guaranteed by a financial institution with a short-term debt rating in the highest letter and numerical rating by at least one nationally recognized statistical rating organization as designated by either the United States Securities and Exchange Commission or the Treasurer;

(6) with respect to amounts treated by the Internal Revenue Service as bond sale proceeds only, bonds, notes, or other obligations of investment grade in the highest quality letter and numerical rating by at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission issued by or on behalf of this or any other state or any agency, department, county, municipal or public corporation, special district, authority, or political subdivision thereof, or in any fund or trust that invests only in securities of the type described in this item;

(7) commercial paper that has received the highest letter and numerical rating by at least two nationally recognized statistical rating organizations as designated by the United States Securities and Exchange Commission, provided that such commercial paper may not exceed 10% of the total investments made by the Treasurer under this subsection;

(8) money market mutual funds that:

(i) are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., as amended;

(ii) are operated in accordance with Rule 2A-7 of the Investment Company Act of 1940, 17 C.F.R. § 270.2A-7, as amended; and

(iii) have received the highest possible rating from at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission; and

(9) any investment portfolio created under the Maryland Local Government Investment Pool defined under §§ 17-301 through 17-309 of the Local Government Article of the Code that is administered by the Office of the State Treasurer.

(c) The Treasurer may sell, redeem, or exchange an investment or reinvestment made under this section in accordance with the limitations of this section.

(d) Subject to § 2-1246 of the State Government Article, the Treasurer shall report by January 3 of each year to the General Assembly on investment activities for unexpended or surplus money over which the Treasurer has custody which have been conducted during the previous fiscal year. At a minimum, the report shall specify for General Fund investments and all other investments:

(1) the inventory of investments with maturity dates and the book and market value as of June 30;

(2) the net income earned;

(3) the percentage share of each category of investment in the portfolio; and

(4) any sale of investments prior to the maturity date.

(e) An investment made pursuant to this section shall be made:

(1) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(2) in a manner designed to reasonably match the anticipated cash flow of the State so that sufficient funds are available to pay obligations upon proper presentation for payment;

(3) so that a reasonable amount of cash or cash equivalents is available for unanticipated cash needs;

(4) with due regard for minimizing risk while maximizing return;

(5) using competitive purchasing practices except when impractical;

(6) in accordance with a written investment policy;

(7) so that the securities and collateral may continue to be priced on a market to market basis; and

(8) to avoid the enhancement of the personal financial position of the Treasurer or any employee of the Treasurer who has responsibilities for such investments.

(f) (1) (i) Consistent with minority business purchasing standards applicable to units of State government under this article and consistent with the fiduciary duties of the Treasurer, the Treasurer shall attempt to use to the greatest extent feasible minority business enterprises for brokerage and investment management services under this section.

(ii) For purposes of this subsection, brokerage and investment management services shall include services relating to all allocated asset classes as described in subsection (b) of this section.

(2) (i) To assist the Treasurer in achieving the goal described under paragraph (1) of this subsection, the Treasurer shall undertake measures to remove any barriers that limit full participation by minority business enterprises in brokerage and investment management services opportunities afforded under this section.

(ii) The measures undertaken by the Treasurer shall include the use of a wide variety of media, including the Treasurer's Web site, to provide notice to a broad and varied range of potential providers about the brokerage and investment management services opportunities afforded by the Treasurer.

(3) In conjunction with the Governor's Office of Small, Minority, and Women Business Affairs, the Treasurer shall develop guidelines to assist in identifying and evaluating qualified minority business enterprises in order to help the Treasurer achieve the objective for

greater use of minority business enterprises for brokerage and investment management services under this section.

(4) On or before September 1 each year, the Treasurer shall submit a report to the Governor's Office of Small, Minority, and Women Business Affairs and, subject to § 2-1246 of the State Government Article, the General Assembly on:

(i) the identity of the minority business enterprise brokerage and investment management services firms used by the Treasurer in the immediately preceding fiscal year;

(ii) the percentage and dollar value of the assets under the custody of the Treasurer that are under the investment control of minority business enterprise brokerage and investment management services firms for each allocated asset class; and

(iii) the measures the Treasurer undertook in the immediately preceding fiscal year in accordance with paragraph (2)(ii) of this subsection.