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State Treasurer

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Chief Deputy Treasurer

**INVITATION FOR BIDS
(Small Procurement)**

FOR

**ESCROW AGENT SERVICES FOR THE
ATLANTIC COAST OF MARYLAND (OCEAN CITY)
SHORELINE PROTECTION PROJECT**

On Behalf of

**THE UNITED STATES ARMY CORPS OF ENGINEERS ("USACE"), and
MARYLAND DEPARTMENT OF NATURAL RESOURCES ("DNR")**

IFB# ESC-03252021

BID DUE DATE: APRIL 7, 2021 BY 11:00 A.M. EASTERN DAYLIGHT TIME

KEY INFORMATION SUMMARY SHEET

**Invitation For Bids
(Small Procurement) for
Escrow Agent Services for the Atlantic Coast of Maryland (Ocean City)
Shoreline Protection Project**

IFB #ESC-03252021

Procurement Officer: Anne Jewell
Tel.: (410)260-7903
Fax: (410)974-3530
Email: 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: March 25, 2021

Bids Due Date and Opening: April 7, 2021 at 11:00 a.m. Eastern Daylight Time (EDT)

Tentative Contract Award: April 15, 2021

NOTICE: A prospective Bidder who received this document from a source other than the Issuing Office or eMaryland Marketplace Advantage ("eMMA"), 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 eMMA at: (<https://procurement.maryland.gov>). Any prospective Bidder who fails to register on eMMA assumes complete responsibility in the event that they do not receive amendments to the solicitation prior to the closing date.

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SECTION I – GENERAL INFORMATION

1.1 Summary Statement

The Maryland State Treasurer's Office is requesting bids for a financial institution, as defined in Section 6-201 of the State Finance and Procurement Article of the Annotated Code of Maryland, to serve as Escrow Agent for Atlantic Coast (Ocean City) of Maryland Shoreline Protection Project, to be established under an Escrow Agreement by and among the USACE, the DNR, and the selected financial institution.

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

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:

Katina Conn
Deputy Director, Finance and Administrative Services
Department of Natural Resources
580 Taylor Avenue, B-4
Annapolis, MD 21401
Katinaa.conn@maryland.gov

1.5 Use of eMaryland Marketplace Advantage

eMMA is a free electronic commerce system administered by the Maryland Department of General Services. The IFB and all other solicitation-related material will be provided via eMMA. Subscribers will receive solicitation notifications as well as solicitation update/change order notifications. It is recommended that all bidders interested in doing business with Maryland State agencies subscribe to eMMA. Go to: <https://procurement.maryland.gov>, click on "Login and Register for eMMA" under Quick Links to begin the process and then follow the prompts. Registration must be completed in order to receive a contract award.

1.6 Questions and Inquiries

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

1.7 Submission Requirements

To be considered, the bids must be received at the Issuing Office no later than 11:00 a.m. EDT on Wednesday, April 7, 2021. Bidders are to submit their bids by electronic transmission to the Procurement Officer at: procurement@treasurer.state.md.us. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address.

Requests for extension of this bid date or time will not be granted. Bidders should allow sufficient delivery time to ensure timely receipt at the Issuing Office. Bids arriving after the closing date and time will not be considered.

1.8 Revisions to the IFB

The Office reserves the right to amend this IFB at any time prior to the submission deadline. If it becomes necessary to revise this IFB at any time prior to the submission deadline, the Office will provide amendments to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Bidders will be required to acknowledge in writing the receipt of all amendments.

1.9 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.

1.10 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 of Maryland. 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.

1.11 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.

1.12 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. Oral, telegraphic, facsimile, or mailgram transmitted bids will not be accepted.

1.13 Access to Public Records Act Notice

A bidder should give specific attention to the identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide 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. The Office may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The Office may require payment of such fees before releasing the requested information.

1.14 No Guarantee of Work

Bidders are not guaranteed any minimum amount of work or compensation.

1.15 Bid 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.

1.16 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 C. This Affidavit need not be submitted with a bidder's bid. For purposes of completing Section "B" of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside the State of Maryland is considered a "foreign" business.

1.17 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 D to this IFB.

1.18 Escrow Agreement

All bidders are advised that if a Contract is awarded as a result of this solicitation, the successful bidder agrees to all the terms and conditions set forth in the form of the Escrow Deposit included as Appendix E to the IFB.

1.19 Bid Opening

The Procurement Officer shall open the bids publicly at the Maryland State Treasurer's Office on Wednesday, April 7, 2020 at 11:30 a.m. EDT. The Bid Opening will be held by conference call. Bidders may call the Office conference line by dialing 605-313-4415 and using the access code: 446758. The Office shall read aloud or otherwise make available the name of each bidder, the fees, and such other information as is deemed appropriate. The Office shall tabulate the bids or make a bid abstract. The Office shall make available for public inspection opened bids at a reasonable time after bid opening, but in any case, before contract award, except to the extent a bidder designates trade secrets or other proprietary data to remain confidential.

1.20 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 and evaluation criteria set forth in the invitation for bids and who submitted the most favorable bid price determined by the Office to represent the lowest cost to the State. In determining the most favorable bid price, the Office will use the fees submitted on the Pricing Bid Sheet as Appendix A.

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SECTION II – SCOPE OF SERVICES AND REQUIREMENTS

2.1 Requirements

Fund - Atlantic Coast of Maryland (Ocean City) Shoreline Protection Project.

Source - USACE, DNR.

Amounts - Initial Deposit – Estimated \$ 9.8434 Million (\$9,843,400.00).

Disbursements - At direction of USACE with the concurrence of the DNR pursuant to the terms of the Local Cooperation Agreement.

Draw-down - It is expected that funds will be in the account until April 2022 with draw-downs by the USACE every two weeks or until such time as the funds are exhausted.

Investments in Escrow at direction of USACE and DNR in:

- Interest-bearing account, savings certificates, certificates of deposit of the bank itself;
- Obligations of U.S. Agencies guaranteed by U.S. Government;
- Money Market Mutual Funds that invest only in U.S. Treasury; and U.S. guaranteed Agency Obligations.

Collateral Requirements - Must comply with Collateral requirements of Title 6, subtitle 2 of the State Finance & Procurement Article, Md. Code Ann. and provide 102% of Escrow Account balance in excess of deposit insurance.

Term of Escrow Agreement – Expected one year or until all funds have been exhausted.

Statements - Monthly to USACE and DNR.

2.2 Bidder Qualifications

In order to be selected for award, a bidder must:

1. Be certified by or a member with the Federal Deposit Insurance Corporation (“FDIC”).
2. 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”.
3. Be a 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.

SECTION III - BID FORMAT

3.1 Transmittal Letter

A brief transmittal letter prepared on the bidder's business stationary should accompany the bid. The letter must be signed by an individual authorized to bind the selected bidder to all statements, including services and prices contained in the bid. The transmittal letter should also indicate that, if selected, the bidder will execute a contract materially the same as Appendix D.

3.2 General

Provide evidence of the ability to meet and carry out the requirements in Section II, 2.1 Requirements, and Section 2.2 Bidder Qualifications.

3.3 Bid Form

Each bidder must submit by 11:00 a.m. EDT on Wednesday, April 7, 2021, a completed and signed Bid Form (Appendix A). The Bid Form 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).

3.4 Bid/Proposal Affidavit

Each bidder must submit a Bid Affidavit attached as Appendix B to this IFB.

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APPENDIX A - BID FORM

ATLANTIC COAST OF MARYLAND SHORELINE (OCEAN CITY) PROTECTION PROJECT

On behalf of

THE UNITED STATES ARMY CORPS OF ENGINEERS ("USACE"), and MARYLAND DEPARTMENT OF NATURAL RESOURCES ("DNR")

To: Maryland State Treasurer's Office
Attn: Anne Jewell, Procurement Officer
Email: procurement@treasurer.state.md.us

Based on the information in the Invitation for Bids for an Escrow Agent for Atlantic Coast of Maryland Shoreline Protection Project on behalf of the USACE and the DNR (IFB # ESC-03252021), and the draft Escrow Agreement, we are submitting this bid to act as Escrow Agent, subject to all the stated terms and conditions, as follows:

1. Annual Maintenance Fee: \$ _____

2. Transaction Fees:

<u>Transaction Type</u>	<u>Fee</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

In compliance with the IFB and with all terms and conditions set forth therein, the undersigned represents that he/she has full authority to submit the above bid and to bind his/her principal to the obligations contemplated thereunder.

Firm Name: _____

By: _____
(signature)

Name: _____
(typed name)

Title: _____

Date: _____

APPENDIX A

BID AFFIDAVIT

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 REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in

violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

(signature of Authorized Representative and Affiant)

APPENDIX C

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 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: _____.

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 the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

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 _____ 2021, 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: _____

**APPENDIX D
CONTRACT FOR ESCROW AGENT SERVICES**

THIS CONTRACT (the “Contract”), is made as of the ___ day of April, 2021 by and between [Financial Institution Name and Address] (the “Contractor”), and the **MARYLAND STATE TREASURER’S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the “Office”), on behalf of the **UNITED STATES ARMY CORP OF ENGINEERS** (the “USACE”), and **MARYLAND DEPARTMENT OF NATURAL RESOURCES** (the “DNR”).

The Parties agree as follows:

Article I. Scope of Services

1.1 The Office hereby engages the Contractor to provide Escrow Agent Services as described in the attached, which are incorporated herein:

- Exhibit A: Maryland State Treasurer’s Office Invitation to Bid (Small Procurement) for Escrow Agent for Atlantic Coast of Maryland Shoreline Protection Project, IFB # ESC-03252021;
- Exhibit B: Contractor’s Bid dated _____, 2021;
- Exhibit C: Escrow Agreement dated _____, 2021; and
- Exhibit D: Bid/Proposal Affidavit and Contract Affidavit.

This Contract and the Exhibits shall constitute the scope of services provided under this Contract. If there are inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there are any conflicts among the Exhibits, Exhibit A shall control.

Article II. Term of Contract

2.1 The term of this Contract shall be for a period of one year or until all funds have been exhausted.

Article III. Payment and Performance

3.1. The total compensation for services to be rendered by the Contractor shall be paid in accordance with the Bid Form as Exhibit __ hereto. The DNR shall compensate the Contractor in such amounts for services satisfactorily performed in accordance with this Contract.

3.2. All invoices for goods and services for the Office shall be submitted to:

Director, Engineering & Construction Unit D-3
Maryland Department of Natural Resources
580 Taylor Avenue
Annapolis, MD 21401

- 3.3. Payments to the Contractor shall be made no later than 30 days after receipt by DNR 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

Article IV. General Conditions

- 4.1. 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.
- 4.2. 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).
- 4.3. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- 4.4. 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).
- 4.5. Termination for Nonappropriation. 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.
- 4.6. 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.

- 4.7. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- 4.8. 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.
- 4.9. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Non-Federal Sponsor:

Maryland Department of Natural Resources
Attn: Director, Engineering & Construction Unit D-3
580 Taylor Avenue
Annapolis, MD 21401
and
Maryland State Treasurer's Office
Attn: Procurement Officer
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, MD 21401

The Contractor: _____

Remainder of Page Intentionally Left Blank

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

ATTEST:

(Contractor's Name)

By: _____

WITNESS:

**MARYLAND STATE TREASURER'S
OFFICE**

By: _____

Bernadette T. Benik
Chief Deputy Treasurer

**ACKNOWLEDGED AND ACCEPTED:
DEPARTMENT OF NATURAL RESOURCES**

By: _____

Jeannie Haddaway-Riccio
Secretary

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

David P. Chaisson
Assistant Attorney General

**APPENDIX E
ESCROW AGREEMENT**

THIS AGREEMENT, made and entered into this __ day of ____, 2021, by and between The State of Maryland, as represented by both the Department of Natural Resources and the Maryland State Treasurer (hereinafter referred to as the “Non-Federal Sponsor”), the United States Army Corps of Engineers (hereinafter referred to as the “Government”), and [FULL NAME OF THE INSTITUTION] (hereinafter referred to as the “Bank”),

WITNESSED THAT:

WHEREAS, on March 30, 1990, the Non-Federal Sponsor and the Government entered into a Local Cooperation Agreement for the construction of the Atlantic Coast of Maryland Shoreline (Ocean City) Protection Project; and,

WHEREAS, pursuant to the Local Cooperation Agreement, the Non-Federal Sponsor is required to contribute, over the period of construction of the Project, a cash contribution calculated in accordance with said Agreement; and,

WHEREAS, the Non-Federal Sponsor and the Government have agreed that the required contribution may be deposited into an escrow account and held therein until the Government withdraws the funds in accordance with the Local Cooperation Agreement; and,

WHEREAS, the Bank has agreed to serve as depository for the escrow account and to accept appointment as escrow agent.

NOW, THEREFORE, the parties agree as follows:

1. The Bank is hereby appointed as the escrow agent for the Non-Federal Sponsor and is designated the depository for the monies delivered by the Sponsor pursuant to the aforementioned Local Cooperation Agreement. The Bank shall establish the “Atlantic Coast of Maryland Shoreline Protection Project Construction Fund” (hereinafter referred to as the “Escrow Account”), into which shall be deposited the funds delivered by the Non-Federal Sponsor.

2. In accordance with the method of payment provisions of the Local Cooperation Agreement, the Non-Federal Sponsor shall absolutely and irrevocably deliver to the Bank the funds required to be provided to the Government during the construction period.

3. The funds held in the Escrow Account shall earn interest at a rate as the Bank and the Non-Federal Sponsor may mutually agree. To the extent the Non-Federal Sponsor authorizes the Bank to invest the funds in any instrument other than an interest-bearing account, savings certificate, or certificate of deposit of the Bank itself, such investment shall be only in direct obligations of the Government of the United States of America, in obligations of agencies or entities that are guaranteed by the Government of the United

States of America, or in a money market mutual fund consisting solely of such obligations. Any instrument must be subject to redemption on or prior to the dates the funds will be needed by the Government. Interest on the funds deposited shall accrue and belong to the Non-Federal Sponsor and shall be payable to the Non-Federal Sponsor as the Bank and the Non-Federal Sponsor may agree.

4. The Government, acting pursuant to the terms of the Local Cooperation Agreement, shall have the sole and unrestricted right to draw upon all or any part of the principal funds deposited in the Escrow Account. A written demand for withdrawal shall be made to the Bank by the District Engineer, United States Army Engineer District ("USAED"), Baltimore, or his designee, with a copy of said demand provided to the Non-Federal Sponsor. Within 10 days of receipt of the demand, the Bank shall pay to the Government the amount requested to the extent such amount does not exceed the balance available in the Escrow Account. All payments shall be in the form of bank drafts payable to the Finance and Accounting Office, USAED, Baltimore, and shall be mailed or otherwise delivered to the Government as specified below in paragraph 9 of this Agreement.

5. Upon receipt of signed certification by the Government that no further demand for payment of money will be made, the Bank shall complete a final accounting of other obligations required under this Agreement, and pay over any remaining balance to the Non-Federal Sponsor.

6. The fee to be paid to the Bank for the services provided hereunder shall be as the Bank and the Non-Federal Sponsor may mutually agree. Any fee paid to the Bank shall be the sole responsibility of the Non-Federal Sponsor. The Bank shall have no right to deduct monies from the principal escrow sum to pay for its services. In the event the Non-Federal Sponsor fails to make payment to the Bank for its services, all claims for such payment shall be directly against the Non-Federal Sponsor. The Government shall not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the Escrow Account.

7. Account statements shall be rendered by the Bank to the Non-Federal Sponsor and the Government once monthly, and shall show deposits, disbursements, and balances, and the dates thereof. Upon receipt by the Bank of the certification specified in paragraph 5 above, the Bank shall prepare a final accounting showing all transactions relating to the Escrow Account and provide said accounting to the Non-Federal Sponsor and the Government at the addresses shown in paragraph 9 of this Agreement.

8. It is understood and agreed that the bank shall not be liable or responsible to ascertain the terms or conditions of any provision of the aforementioned Local Cooperation Agreement between the Non-Federal Sponsor and the Government. It is further understood and agreed that if any controversy arises between the Government or the Non-Federal Sponsor, or with any other party with respect to the subject matter of this Agreement, the Bank is authorized, unless precluded by order of a court of competent jurisdiction, to disburse monies to the Government in accordance with the terms of this Agreement.

9. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Director, Engineering & Construction Unit D-3
Maryland Department of Natural Resources
580 Taylor Avenue
Annapolis, MD 21401

If to the Government:

Deputy District Engineer for Programs and Project Management
U.S. Army Engineer District, Baltimore
2 Hopkins Plaza
Baltimore, MD 21201

If to the Bank:

10. Nothing in this Agreement shall be considered as vesting title in the Bank to the amount deposited, except as Escrow Agent for the Non-Federal Sponsor and the Government for the purposes set forth herein. Title to said funds shall not vest in the Government until payment to the Government is made as provided herein.

11. This Agreement shall take effect upon the initial deposit of funds into the Escrow Account by the Non-Federal Sponsor and shall continue in full force until the certification specified in paragraph 5 hereof is received by the Bank and the balance remaining is returned to the Non-Federal Sponsor, unless earlier terminated by the written mutual agreement of the Non-Federal Sponsor and the Government.

12. This Agreement may not be amended, except by written modification signed by the parties hereto.

IN WITNESS WHEREOF, the Non-Federal Sponsor, the Government and the Bank have executed this Agreement on the date first above written.

ATTEST:

[Name of Financial Institution]

By: _____

ATTEST:

**MARYLAND DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Jeannie Haddaway-Riccio
Secretary

ATTEST:

**MARYLAND STATE TREASURER'
OFFICE**

By: _____

Bernadette T. Benik
Chief Deputy Treasurer

ATTEST:

THE DEPARTMENT OF THE ARMY

By: _____

John T. Litz
Colonel, U.S. Army
Commander and District Engineer

Approved as to form and legal sufficiency
for the State of Maryland

David P. Chaisson
Assistant Attorney General