



Maryland
STATE
TREASURER
Investing for Maryland's future.

Nancy K. Kopp
State Treasurer

Bernadette T. Benik
Chief Deputy Treasurer

MARYLAND STATE TREASURER'S OFFICE

**Louis L. Goldstein Treasury Building, Room 109
80 Calvert Street
Annapolis, Maryland 21401**

INVITATION TO BID

FOR

**PRINTING SERVICES FOR STATE OF MARYLAND
OFFICIAL STATEMENTS
ITB #OS-11062013**

Due Date: December 3, 2013

Issued: November 6, 2013

KEY INFORMATION SUMMARY SHEET

Maryland State Treasurer's Office

**Invitation to Bid
For
Printing Services for State of Maryland
Official Statements
ITB #OS-11062013**

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
Annapolis, Maryland 21401

ITB Release Date: November 6, 2013

Bid Due Date and Opening: December 3, 2013 at 2:00 p.m. Local Time

Tentative Award Date: December 6, 2013

Notice: Prospective bidders (the "Bidders") who received this document from eMaryland Marketplace (<https://emaryland.buyspeed.com/bso>), or from a source other than the Issuing Office, should immediately contact the Procurement Officer and provide their name and mailing address in order that amendments to this Invitation to Bid ("ITB" or "solicitation") or other communications can be sent to them. Any prospective Bidder who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive the solicitation from the Issuing Office prior to the closing date.

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SECTION I. PROCUREMENT OBJECTIVE

1.01 Summary Statement

The State Treasurer's Office (the "Office") is soliciting bids for the electronic delivery of the Preliminary Official Statements ("POS") and the printing of and electronic delivery of the Official Statements ("OS") issued in connection with sales of State of Maryland general obligation bonds for the term beginning December 15, 2013 through August 31, 2018. The first POS and OS covered by this Contract will be the 2014 First Series.

1.02 Issuing Office; Procurement Officer

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

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

The sole point of contact for purposes of this procurement is the Procurement Officer. The Procurement Officer may designate others to act on her behalf. The Office may change the Procurement Officer or change the limits of her authority at its discretion.

1.03 Procurement Method

This Contract will be awarded in accordance with the competitive sealed bidding process under COMAR 21.05.02.

1.04 Contract Officer

The Contract Officer monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State Contract Officer is:

Amber Teitt
Director of Debt Management
Maryland State Treasurer's Office
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401
Tel: (410)260-7920
Email: ateitt@treasurer.state.md.us

1.05 Use of eMaryland Marketplace

eMaryland Marketplace is a free electronic commerce system administered by the Maryland Department of General Services. The ITB, associated materials, and all other solicitation related material will be provided via eMaryland Marketplace. This means that all such information is immediately available to subscribers of eMaryland Marketplace. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. In order to receive a contract award, a vendor must be registered on eMaryland Marketplace at <https://emaryland.buyspeed.com/bs>.

1.06 Schedule of Events

| <u>Event</u> | <u>Date:</u> |
|--------------------------|--|
| ITB Release Date | November 6, 2013 |
| Bid Due Date and Opening | December 3, 2013 at 2:00 p.m. Local Time |
| Tentative Contract Award | December 6, 2013 |

1.07 Pre-Bid Conference

There will be no pre-bid conference.

1.08 Submission Deadline

To be considered, the Bid must be received by the Procurement Officer at the Issuing Office no later than Tuesday, December 3, 2013 by 2:00 p.m. Local Time. The Office will not grant requests for extension of the submission deadline. Bidders mailing bids should allow sufficient mail and internal delivery time to ensure the timely receipt of the bids by the Procurement Officer at the Issuing Office. Except as permitted under COMAR 21.05.02.10, bids received by the Procurement Officer after the submission deadline, regardless of the method of their transmission, will not be considered. The Office will not consider bids submitted by electronic means only (facsimile or e-mail).

1.09 Bid Opening

The Office shall open the bids publicly at the Maryland State Treasurer's Office, Louis L. Goldstein Treasury Bldg., 80 Calvert Street, Annapolis, Maryland 21401, 1st Floor Conference Room, on Tuesday, December 3, 2013, at 2:00 p.m. Local Time. The Office shall read aloud or otherwise make available the name of each bidder, the bid price, 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.

1.10 False Statements

Bidders are advised that State Finance and Procurement Article, § 11-205.1, Annotated Code of Maryland provides as follows:

- (a) *In general.* - In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact;
or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) *Aiding or conspiring with others.* - A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) *Penalty.* - A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.11 Duration of Offer

Bids submitted in response to this ITB are irrevocable for 90 days following the submission deadline. At the request of the Procurement Officer, the Bidder may agree in writing to extend this period.

SECTION II. GENERAL INFORMATION

2.01 Purpose

The overall purpose of this ITB is to provide information to Bidders interested in submitting bids to meet the Office's requirements for the electronic delivery of the Preliminary Official Statements and the printing and electronic delivery of the Official Statements for the State's general obligation bonds as described herein.

2.02 Electronic Distribution

This ITB is published on *eMaryland Marketplace*, posted on the Office website and emailed to vendors known to be interested in receiving ITBs.

2.03 Revisions to the ITB

The Office reserves the right to amend this ITB at any time prior to the submission deadline. If it becomes necessary to revise this ITB at any time prior to the submission deadline, the Office will provide amendments to all prospective Bidders that were sent this ITB or otherwise are known by the Procurement Officer to have obtained this ITB. Bidders will be required to acknowledge in writing the receipt of all amendments. In addition, the Office will post amendments to the ITB on the Office's Procurement webpage at www.treasurer.state.md.us, (select "Procurement" and then "Printing Services for State of Maryland Official Statements"), and also on eMaryland Marketplace at: <https://emaryland.buyspeed.com/bsa>.

2.04 Cancellation of the ITB; Rejection of All Bids

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

2.05 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 ITB, 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.

2.06 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 ITB.

2.07 Bid Form

Bidders must submit their bids on a completed and signed (in ink) Bid Form, which is included as Appendix A to this solicitation. In addition, Bidders must submit a list of prior experience and references to be included as part of their Bid and referenced as Appendix B. The Office will not accept oral, telegraphic, facsimile, mailgram, or electronically transmitted bids.

2.08 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.

2.09 Protests

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

Bidders must file in writing with the Procurement Officer only any protest regarding this solicitation. If the reason for the protest is apparent before the bid opening, the Bidder must file the protest before the bid opening. In all other cases, the Bidder must file the protest within 7 calendar days after the reason for the protest is known or should have been known.

The term "filed" means received by the Procurement Officer who has issued this solicitation.

The protest must be in writing and must contain (1) the name and address of the protester; (2) the appropriate identification of the solicitation and, if a contract has been awarded, the contract number if it is known; (3) a statement of the reasons for the protest; and (4) any supporting exhibits, evidence, or documents to substantiate any claims unless the documents are not available within the filing time, in which case the date by which the supporting documents are expected to be available is to be noted.

2.10 Minority Business Enterprises

The Office has not established a minority business enterprise subcontractor participation goal for this solicitation, but encourages minority business enterprises (“MBEs”) certified by the Maryland State Department of Transportation Office of Minority Business Enterprise to respond to this ITB.

2.11 Veteran-Owned Small Business Enterprise

The Office has not established a veteran-owned small business enterprise (“VSBE”) subcontractor participation goal for this solicitation, but encourages VSBE to respond to this ITB. A VSBE must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The VSBE list is at: <http://www.vetbiz.gov>.

2.12 No Guarantee of Work

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

2.13 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 C to this ITB.

2.14 Acceptance of Terms and Conditions

1. By submitting a bid in response to this ITB, the Bidder (a) accepts all of the terms and conditions set forth in this ITB, 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”).
2. 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 Contract, the form of which are included as Appendix D to this ITB.

2.15 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 E. This Affidavit should not be submitted with a Bidder’s bid.

2.16 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. the executed Contract;
2. the ITB; and
3. the Contractor's Bid.

Modifications to the order of precedence provision of this solicitation will not be accepted.

2.17 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: www.comp.state.md.us, select "State Accounting Information," then "Electronic File Transfer", and then "Form X-10."

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SECTION III. SCOPE OF SERVICES AND REQUIREMENTS

3.01 Background

In connection with each issuance of general obligation bonds, the State of Maryland prepares a Preliminary Official Statement (“POS”) and an Official Statement (“OS”). Copies of recent Official Statements for general obligations bonds are located on the Treasurer’s website and may be viewed at:

<http://www.treasurer.state.md.us/debtmanagement/general-obligation-bonds.aspx>.

3.02 Electronic Delivery and Printing

Your firm must be able to send and receive Microsoft Word (“Word”) and PDF documents electronically for review and corrections, have the ability to convert Word documents to PDF and format and combine multiple PDF files. The printer will deliver to the State Treasurer’s Office an electronic copy of the POS and the OS in Word and in PDF format. Any changes to the electronic form must be approved in advance by the Office.

Preliminary Official Statement

1. The POS consists of no more than 250 pages including the cover page, which must be delivered electronically to the designated Office contact in both PDF and Word formats and in PDF format to others designated by the Office. Printer must provide a link to the POS in PDF format on the printer’s website. Financial Statements, which make up approximately 110 pages of the POS and OS, will be provided in PDF format to the printer. The Financial Statements will not require any editing other than the typing of page numbers by the printer.
2. Certain information should be printed in red on the cover page (red herring form). A sample is available upon request.
3. No paper copies will be required to be printed.

Official Statement

1. Contents of the OS will be the same as previously described in the POS section above. There may be approximately 5 pages with minor changes and the red printing (red herring form) on the cover of the POS will be deleted. Printer will be responsible for printing and mailing up to 158 copies of the OS.
2. Printer must deliver the OS electronically in both PDF and Word formats to the designated Office contact and provide a link to the OS in PDF format on the printer’s website.

3.03 Form of Submission by the State

The State Treasurer's Office or Bond Counsel will submit all original material electronically primarily in Word or PDF format. It may be necessary for the printer to correct formatting or make occasional corrections to the text as shown in a "markup" format from the previous file.

3.04 Schedule

Preliminary Official Statement

Approximately 60 days prior to the notice of a bond sale date, the Office will provide the printer with a copy of the master schedule which includes all due dates. The printer must complete and electronically deliver the POS as described below and in accordance with the due dates provided on the master schedule. Delivery of the POS is usually scheduled for no later than nine (9) days before the bond sale date.

1. For the first sale after the State releases its Comprehensive Annual Financial Report (CAFR), the State will send to the printer the files that comprise Appendix A or the CAFR in either, Word, Excel or PDF format. This will occur approximately 45 days prior to the bond sale. The printer will be expected to edit page numbering, correct any alignment or other formatting issues and send the draft Appendix A to the Office and/or person and locations specified in Section 3.07 within five (5) business days.
2. The Office will send an initial draft file of the POS to the printer either in Word or PDF format. Within one (1) business day of receipt the printer will be expected to insert the State of Maryland Financial Statements as Appendix A, edit page numbering, correct any alignment or other formatting issues and send the revised draft POS to the Office and/or persons and locations specified in Section 3.07.
3. Once the Office has received and reviewed ratings for the bonds provided by bond rating agencies and final review by the Office, a second copy of the POS will be sent to the Printer and may require some minor additional edits/adjustments. The printer will make any necessary adjustments and send the final POS in PDF format to the Office within two (2) hours for final sign-off.
4. Once final sign-off has been provided by the Office, the printer is expected to post the final copy of the POS in PDF format on its website and provide a link of the posted POS to the Office and to the e-mail addresses provided by the Office.

Official Statement

The printer must complete and deliver the OS in print and electronic versions as described below and in accordance with the due dates provided on the master schedule.

1. The Office will generally submit a draft of the OS, which will consist of changes to the final POS, within two (2) business days following the sale. The OS may require some minor additional edits/adjustments. It is expected that the printer will insert the State of Maryland Financial Statements as Appendix A, make any necessary adjustments and send the final OS in PDF format to the Office within two (2) hours for final sign-off.
2. Final sign-off by the Office on the OS should occur by noon the following business day. Upon receiving final sign-off by the Office, the printer will send the OS to the Office electronically in PDF format (or in any other electronic format designated by Office), post the final copy of the OS in PDF format on its website and provide the Office with a link to the OS. Delivery of the hard copies of the OS to the recipients specified in Section 3.07 below shall be made by noon on the first working day after the sign-off.

3.05 Frequency of Changes

Most of the text in the document does not ordinarily change from sale to sale. However, for each sale, the cover and tables related to the details of the sale change. Most of the tables related to the budget and fiscal year results change materially in the POS for the first sale after the State releases its Comprehensive Annual Financial Report (CAFR). Such changes are, for example, a column deleted and a new column added. The CAFR changes annually. The Office will make most of the edits to the document before sending drafts to the printer.

3.06 Paper Quality

The quality of the Official Statement must be equal to or better than the following specifications:

- Cover (front and back) - #65, White Cover Stock, 93 brightness, 8½" x 11"
- Paper - 50 lbs., White Offset Opaque, Vellum Finished, 92 brightness, 8½" x 11"
- Binding – Perfect Binding

Interested Bidders may request via email to the Procurement Officer identified in Section 1.02, a copy of a State of Maryland Official Statement.

3.07 **Delivery**

Delivery quantities and destinations are as follows:

Preliminary Official Statement

1. Proofs of the POS shall be forwarded electronically in Word and PDF formats to Amber Teitt at: ateitt@treasurer.state.md.us, or to such other person as the Office shall identify.
2. Electronic delivery of the POS to Office and/or other entities designated by the Office shall be in PDF format. A link shall also be provided by the printer to access the POS in PDF format from the printer's website.

Official Statement

The printer will print up to 158 copies of the OS.

1. The printer will ship up to 100 copies of the final OS to the winning bond sale bidder of each sale of the General Obligation Bonds. The Office will provide the printer with the delivery instructions of the winning bond sale bidder after the bond sale.
2. Up to 45 copies of the OS shall be forwarded to the Office, addressed to the attention of Amber Teitt, at the following address:

Amber Teitt
Director of Debt Management
Maryland State Treasurer's Office
Louis L. Goldstein Treasury Bldg.
80 Calvert St., Room 109
Annapolis, MD 21401

3. The printer will deliver up to 13 copies of the OS to the following locations whose addresses will be provided by the Office.

5 copies to Bond Counsel
1 copy to the Office of Attorney General
2 copies to the State's Independent Auditor
5 copies to the State's Financial Advisor

Total: 13

4. The printer will send to the Office, by electronic delivery, the OS in PDF format (or in any other electronic format designated by Office). The printer will also provide an electronic link to the OS in PDF format.

3.08 Single Point of Contact

Each Bidder that submits a bid under this ITB must identify one individual within the Bidder's organization who will respond to all questions and inquires. This individual should be capable of resolving any possible problems encountered during the performance of the Contract.

3.09 Term

The Contract term shall commence as of the date specified in the Contract and, unless sooner terminated in accordance with the Contract, shall end on the later of: (a) August 31, 2018 or (b) the date all work which was authorized before the expiration date is completed. At the sole option of the Office, the Contract may be renewed on the same terms and conditions for two (2) additional terms, not to exceed one year each. The first POS and OS covered by this Contract will be the 2014 First Series. Work on this POS is expected to begin in January 2014.

3.10 Pricing

The Bid Form (Appendix A) provides for two expense categories.

1. Expense Category 1 includes the expenses that the Office typically expects to incur in the preparation and printing of the POS and OS for each transaction. The printing and electronic delivery of all proofs and documents is to be a firm fixed price for both the POS and OS in connection with a single regular sale of general obligation bonds. In addition, pricing is requested for an expected 10 lines of text alterations (including text in tables) and 10 pages of formatting alterations per issuance. Pricing for changes in excess of these amounts should be included in Expense Category 2. **The Office will award the Contract to the qualifying bidder with the lowest total cost for Expense Category 1.**

- The POS is no more than 250 pages and the printer should deliver this document electronically and provide a link on their website, as described above.
- The Office requires 158 printed copies of the OS, an electronic version in formats chosen by the Office (currently Word and PDF format) and a link to the PDF version on the printer's website.
- Printer's alterations are to be bid at per line/per page rate. These are the alterations and edits that the printer will be making to the documents. The

material submitted for the initial proof of the POS shall **not** be considered printer's alterations. Any electronic edits done by the Office prior to submission to the printer will also **not** be considered printer's alterations.

2. Expense Category 2 - The Office is also requesting supplementary quotes in the event that additional services are necessary. **The award will not be based on these quotes.** However, in the event that these services are required, the invoice for these services should be based on the quotes provided with the bid. These extra services are as follows:
 - Price per additional 10 pages of alterations. The additional alterations may be text, tabular, or mixed text and tabular material.
 - Price per additional 10 copies of the OS.
 - During the last Contract, the Office did not require the printer to make changes to the POS or OS in such a tight timeframe as to require overtime. However, in the event of a future limited timeframe, we request the premium charge for overtime as a supplementary quote.
3. Shipping costs for the delivery of Official Statements **should not be included** in the base bid or in the supplementary quotes. The method of delivery of the OS is at the discretion of the winning bond sale bidder and the Office; however, all documents must be delivered to the winning bond sale bidder, or its agent, by the time specified by the winning bond sale bidder. The Office will pay for all shipping at its actual cost if the Office has authorized the shipper and the delivery method. Invoices of shipping should be attached to the printer's invoice for each bond transaction.

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SECTION IV. BID FORMAT

4.01 General

Provide evidence of the ability to carry out the requirements in Section III, Scope of Services and Requirements.

4.02 Bid Form

Each Bidder must submit by 2:00 p.m. local time on Tuesday, December 3, 2013 a completed and signed Bid Form (Appendix A). The Bid Form must be signed (in ink) by an individual authorized to bind the Bidder to all terms and conditions of this ITB and the agreements contemplated hereunder. The State reserves the right to reject any conditional bid(s).

4.03 Similar Engagements/Client References

Each Bidder must submit with its bid a list of prior experience as described on Appendix B of this ITB. At least three such issues listed must be identified by the name, address, and telephone number of a contact reference. The State reserves the right to contact any other known clients.

4.04 Bid/Proposal Affidavit

Each Bidder must submit a Bid/Proposal Affidavit (Appendix C).

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SECTION V. EVALUATION AND SELECTION

5.01 Bid Evaluation

All bids received by the submission deadline will be evaluated by the Office. The bids must be submitted in a sealed envelope that is clearly marked, "Sealed Bid – Printing Services for State of Maryland Official Statements."

5.02 Bidder Qualifications

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, and by submitting a bid in response to this ITB, 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 bid contains any conditions or if the information submitted by, or the investigation of, the Bidder fails to satisfy the Office that such Bidder is qualified to meet the requirements of this solicitation and the agreements contemplated herein.
2. Qualification Conditions.
To be considered for the award of this Contract, your firm must have recent experience with printing official statements for at least 20 bond sales over the past 3 years. Please include that experience on the form provided as Appendix B.

5.03 Selection

The qualifying Bidder, as determined pursuant to subsection 5.02 above, who submits the lowest bid, will be recommended by the Procurement Officer to the State Treasurer for Contract award.

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**APPENDIX A
OFFICIAL BID FORM
PRINTING SERVICES FOR STATE OF MARYLAND
OFFICIAL STATEMENTS**

In connection with ITB #OS-11062013 dated November 6, 2013, the following Bid is submitted.

| | | |
|--|---------------|---------------------------|
| THIS BID PROPOSAL MUST BE RETURNED BY 2:00 p.m., Local Time on Tuesday, December 3, 2013. LATE BIDS WILL NOT BE CONSIDERED. | BIDDER'S NAME | BIDDER'S TELEPHONE NUMBER |
|--|---------------|---------------------------|

Expense Category 1:

| ITEM | QUANTITY | QUOTATION TO INCLUDE LABOR, OVERHEAD, PROFIT AND TAX BURDEN | UNIT PRICE | AMOUNT |
|------|-----------------|--|------------------|-----------|
| POS | Electronic Only | Base Bid for creation of final POS (including incorporation and page numbering of State's financial statements) for electronic delivery only to Office or entities designated by Office. Final POS will be no more than 250 pages. | | \$_____ |
| OS | 158 | Base Bid for electronic delivery and for 158 printed copies delivered as instructed by Office. OS will be no more than 250 pages. | | \$_____ |
| All | 10 Lines | Alterations to the text (including text within tables) done by the printer.* | \$_____ Per Line | \$_____ |
| All | 10 Pages | Page formatting that include tables done by the printer.* | \$_____ Per Page | \$_____ |
| | | TOTAL | | \$_____** |

*** Note: Charges relate only to changes requested by the Office to drafts submitted by the Office to the printer. The Office will make changes to its working drafts prior to submission to the printer; no charges shall apply to these changes.**

**** The award will be based on the amount of the lowest total bid.**

Expense Category 2:

| SUPPLEMENTARY QUOTES | | | |
|----------------------|---------------|---|------------|
| ITEM | QUANTITY | QUOTATION TO INCLUDE LABOR, OVERHEAD, PROFIT AND TAX BURDEN | UNIT PRICE |
| POS/OS | Per 10 pages | Additional alterations to text, tables or formatting | |
| OS | Per 10 copies | Additional copies | |
| POS/OS | Per hour | Premiums for overtime | |

In compliance with the ITB 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.

By: _____

(typed name)

(Title)

APPENDIX B

LIST OF PRIOR EXPERIENCE

1. List twenty Issues (name of (i) issuer and (ii) issue) for which your firm has delivered Preliminary Official Statements in final form within three weeks of receiving initial copy. Also, include a link to your website for review of Official Statements.
2. For three of the Issues listed above give the name, address and phone number of the contact person.

APPENDIX C
(To be submitted with BID)
BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of 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; or

(9) 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)—(8) above, except as follows (indicate

reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will

provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. 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 D

**CONTRACT FOR
PRINTING SERVICES FOR STATE OF MARYLAND
OFFICIAL STATEMENTS**

BETWEEN

MARYLAND STATE TREASURER'S OFFICE

AND

CONTRACT

THIS CONTRACT (the "Contract") is made as of the ___ day of _____, 2013, by and between [Firm Name and Address] (the "Contractor"), and the **MARYLAND STATE TREASURER'S OFFICE**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), an office of the **STATE OF MARYLAND** (the "State").

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Office hereby engages the Contractor to perform the services set forth below:

- 1.1. General Services. The Contractor shall provide printing services for State of Maryland Official Statements as described in:

Exhibit A: The Office Invitation to Bid ("ITB") for Printing Services for State of Maryland Official Statements, ITB #OS-11062013;

Exhibit B: Contractor's Official Bid Form dated ____;

Exhibit C: Bid/Proposal Affidavit and Contract Affidavit.

- 1.2. If there are any inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A, [if amended, also use "as amended by Exhibit _"], shall control.

- 1.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 4.5., Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE II - TERM

- 2.1. The initial term of this Contract shall be for the period beginning on _____ and end on the later of: (a) August 31, 2018 or (b) the date all work which was authorized before the expiration date is completed.
- 2.2. In addition there shall be two subsequent one-year renewal options, which may be exercised at the sole discretion of the Office.
- 2.3. The provisions of Sections 4.1 (Indemnification), 4.5 (Disputes), 4.6 (Maryland Law Prevails), 4.20 (Retention of Records/Audit), 4.24 (Ownership of Documents and Materials), and 4.25 (Patents, Copyrights and Trade Secrets) of this Contract shall survive termination of this Contract for any reason.
- 2.4. After the end of the Contract term, the Contractor shall continue to perform any Contract services that were in process on the expiration date of the Contract and shall receive the payment specified in the Contract for such services.

ARTICLE III - CONSIDERATION, PAYMENT AND PERFORMANCE

- 3.1. The Office shall pay the fees set forth in the attached Contractor's Official Bid Form in Exhibit___, which shall not be adjusted during the term of the Contract including any renewal option periods.
- 3.2. Payments to the Contractor may be withheld, without interest or penalty, when in the sole discretion of the Office, the Contractor's performance of any of the services under this Contract is unsatisfactory, or does not meet generally accepted industry standards. Notice of such withholding of payment and the reasons therefor shall be promptly provided to the Contractor, who shall be afforded an opportunity to cure any performance deficiencies.
- 3.3. 3.3.1. All invoices for goods and services shall be submitted to:

Maryland State Treasurer's Office
Accounts Payable
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401

3.3.2. Invoices must be submitted either:

- (a) For ongoing services, on a monthly basis for goods or services rendered in the preceding month; or
- (b) For one-time or periodic services, with 30 days of delivery or completion of the goods or services.

3.3.3. Except as provided in Section 3.3.2. above, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after receipt by the Office's, Accounts Payable Division of a proper invoice from the Contractor. Payments of policy premiums may be paid in less than 30 days to comply with coverage dates. Each invoice for services rendered must reflect the Contractor's federal tax identification number, which is _____, and shall clearly indicate the specific type of service provided. 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.

3.4 The quality of the Official Statement must be equal to or better than specifications described in Section III, 3.06 Paper Quality, of the ITB.

ARTICLE IV – GENERAL CONDITIONS

4.1. Indemnification

The Contractor hereby agrees to indemnify and hold harmless the State (and its agencies, units or instrumentalities) from and against any and all losses, claims, damages, suits, actions, liabilities and/or expenses, including without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

The Contractor agrees to maintain adequate insurance coverage in order to fulfill its responsibilities under this section.

4.2. Tax Exemption

The Office is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Tax and Transportation Taxes. Exemption certificates shall be completed upon request.

4.3. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor sell, transfer, or otherwise assign its obligations under this Contract, or any portion thereof,

or any of its rights or obligations hereunder, without the prior written approval of the State; provided, however, that the Contractor may subcontract services under or make an assignment of this Contract to an affiliate of the Contractor that is fully capable of performing such services if the Contractor retains full responsibility for the Contract. Any such subcontract or assignment shall be subject to any terms and conditions that the Office deems necessary to protect the interest of the State. The Office shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

4.4. Non-Hiring of Officials and Employees

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

4.5. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland (Dispute Resolution), and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

4.6. Maryland Law Prevails

The provisions of this Contract shall be governed by the Laws of Maryland.

4.7. Amendments

This Contract, including the Exhibits hereto, constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

4.8. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post

and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

4.9. Commercial Nondiscrimination Clause

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

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

4.10. Contingent Fee Prohibition

The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership,

corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

4.11. Multi-Year Contracts Contingent Upon Appropriations

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

4.12. Termination for Default

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

4.13. Termination for Convenience

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

4.14. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

4.15. Variations in Estimated Quantities

No equitable adjustment shall be permitted in favor of either the State or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

4.16. Suspension of Work

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

4.17. Pre-Existing Regulations

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

4.18. Financial Disclosure

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

4.19. Political Contribution Disclosure

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

4.20. Retention of Records/Audit

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

4.21. Compliance With Laws

The Contractor hereby represents and warrants that:

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

4.22. Liability for Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

4.23. Cost and Price Certification

4.23.1. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (a) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (b) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

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

4.24. Ownership of Documents and Materials

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the State upon request by the State and shall become and remain the exclusive property of the State upon termination or completion of the services. The State shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The State shall be the owner for purposes or copyright, patent or trademark registration.

4.25. Patents, Copyrights and Trade Secrets

4.25.1. If the Contractor furnishes any design, device, material, process or other item, which is covered by a patent, or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

4.25.2. Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and

costs that by final judgment may be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 4.25.3 below.

4.25.3. If any product(s) furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

4.26. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, including all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the confidentiality provisions of the RFP. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

ARTICLE V - NOTICES

5.1. Except as provided in Section 5.2 below, 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 Office:
Procurement Officer
State Treasurer's Office
Louis L. Goldstein Treasury Building
80 Calvert Street
Annapolis, Maryland 21401

If to the Contractor:

[Name and Address]

5.2 All invoices and all correspondence and inquiries relating to invoices or payments shall be addressed to:

Maryland State Treasurer's Office
Attn: Accounts Payable
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401

ARTICLE VI - ADMINISTRATION

6.1. The work to be accomplished under this Contract shall be performed under the direction of the Contract Officer, Director of Debt Management. All matters relating to the administration of this Contract shall be referred to the Procurement Officer for determination.

ARTICLE VII - REPRESENTATIONS

7.1 Each party to this Contract represents and warrants to the other that it has full right, power, and authority to execute this Contract.

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

ATTEST:

[Contractor's Legal Name]

By: _____
[Signator]
[Title]

WITNESS:

MARYLAND STATE TREASURER'S OFFICE

By: _____
Bernadette T. Benik
Chief Deputy Treasurer

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

Assistant Attorney General

APPENDIX E
(To be submitted with the Contract)
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland

or its agencies during a calendar year under which the business is to receive in the aggregate \$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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

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), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution,

dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2013, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)