



*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  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401**

**INVITATION FOR BIDS  
(Small Procurement)**

**FOR**

**GEOLOGICAL TESTING**

**IFB# GT-02292016**

**BIDS DUE: MARCH 7, 2016 BY 11:00 A.M.**

**KEY INFORMATION SUMMARY SHEET**

**Invitation For Bids  
(Small Procurement) for  
Geological Testing for the  
Maryland State Treasurer's Office**

**IFB #GT-02292016**

**Procurement Officer:**

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

**Submit Bids to:**

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

**SCHEDULE OF EVENTS**

Issue Date:	February 29, 2016
Bids Due Date and Opening:	March 7, 2016 by 11:00 a.m. Local Time
Tentative Contract Award:	March 10, 2016

**NOTICE**

Prospective bidders who received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the IFB or other communications can be sent to them. Any prospective bidder who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive amendments to the solicitation from the Issuing Office prior to the closing date.

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## SECTION I – GENERAL INFORMATION

### 1.01 Summary Statement

The Maryland State Treasurer’s Office (“STO”) is requesting bids for a certified hydro geologist professional to assist in the evaluations of well water in Western Maryland.

### 1.02 Issuing Office and Procurement Officer

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

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

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

### 1.03 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.

### 1.04 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 Officers for this Contract are:

**STO:** Joyce Miller, Director of Insurance Division  
Maryland State Treasurer’s Office  
80 Calvert Street, Room 109  
Annapolis, Maryland 21401  
Email: [jmiller@treasurer.state.md.us](mailto:jmiller@treasurer.state.md.us)

### 1.05 Use of eMaryland Marketplace

eMaryland Marketplace (<https://emaryland.buyspeed.com/bsa>) is a free electronic commerce system administered by the Maryland Department of General Services. The IFB, associated materials, and all other solicitation related material will be provided via 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. Because of the instant access afforded by eMaryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMaryland Marketplace.

#### **1.06 Questions and Inquiries**

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

#### **1.07 Submission Deadline**

**To be considered, the bids must arrive at the Issuing Office no later than 11:00 a.m. Local Time on Monday, March 7, 2016.** Requests for extension of this bid date or time will not be granted. Bidders should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Bids arriving after the closing date and time will not be considered. Bids submitted by electronic means only (facsimile or e-mail) will not satisfy the submission deadline and will not be considered.

#### **1.08 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.

#### **1.09 Bid Acceptance; Discussions**

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

#### **1.10 Incurred Expenses**

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

#### **1.11 Bid Form**

The Pricing Bid Sheet included as Appendix A must be completed and signed (in ink) by an individual authorized to bind the bidder to all terms and conditions of this IFB. Oral, telegraphic, facsimile, mailgram, or electronically transmitted bids will not be accepted.

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

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

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

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

### **1.14 Contract Affidavit**

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

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

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

### **1.16 Bid Opening**

Bids shall be opened publicly at the Maryland State Treasurer's Office, Louis L. Goldstein Treasury Bldg., 80 Calvert Street, Annapolis, Maryland 21401, 4<sup>th</sup> Floor Conference Room, on Monday, March 7, 2016 at 11:00 a.m. Local Time. The name of each bidder, the bid, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

### **1.17 Basis for Award**

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

## SECTION II – SCOPE OF SERVICES AND REQUIREMENTS

### 2.01 Background

The STO seeks the services of a certified hydro geological professional to assist in evaluation of the impact of chloride in well water in Western Maryland. Primarily, the State seeks to ascertain the relationship of standardized road salting and chloride increases in well water tests.

### 2.02 **Minimum Qualifications**

To be considered for this Contract, the hydro geological professional must:

- Achievement of the GS-11 certification or higher from the USGS or equivalent; and
- At least 5 years experience performing hydro geological surveys relative to ground water analysis and the impact of contaminants in residential or commercial water wells.

### 2.03 **Required Services**

1. Evaluations of wells located in Western Maryland area will be conducted and include the following:
  - Testing of chloride levels in the soil beginning at the State of Maryland maintained roadway and continue to the privately owned water wells. The soil evaluation(s) will be from the most direct path from the roadway to the well
  - Additional factors for consideration are the proximity to commercial parking, residential water softener brine output, and private driveway salting or any other potential identifiable factors that may also fall within the scope of the geological testing.
  - Impact assessment should discuss any and all impact the road salt may have on various soil deposits, minerals, or other chemicals that may be evident in private wells.

2. A detailed report outlining the findings of the test results must include:
  - a summary of these results, conclusions and any recommendations for options to correct the well's water condition as a result of the standardized road salting and chloride increases as indicated in the well water tests;
  - photographs; and
  - method(s) of analysis.

The final report is expected to be completed and submitted to STO within 30 business days following each individual well inspection.

#### **2.04 Term**

The term of the Contract will be for a period of one year beginning upon contract award.

### **SECTION III - BID FORMAT**

#### **3.01. 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 C.

#### **3.02 General**

1. Provide brief supporting statements describing how the Offeror meets the Minimum Qualifications cited in Section II., 2.02.
2. Describe your firm's process and approach to meet the requirements outlined in Section II, 2.03, Required Services.

#### **3.03 References**

The bidder shall identify a minimum of three (3) current references. The list of references must contain the name of each organization, the point of contact's email address, telephone number, mailing address and a description of services rendered. The Procurement Officer or members of the Evaluation Committee may contact one or more of these references, and in addition, may contact any other references of their choosing.



### **3.04 Bid Form**

Each bidder must submit by 11:00 a.m. Local Time on Monday, March 7, 2016, 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. Award of this Contract will be based on the most favorable bid. The State reserves the right to reject any conditional bid(s).

This procurement is classified as a Category III Small Procurement (COMAR 21.05.07.), and may not exceed \$25,000 for the term of the Contract.

## **SECTION IV - EVALUATION AND SELECTION PROCEDURE**

### **4.01 Evaluation**

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

### **4.02. Bidder's 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. By submitting a bid in response to this IFB, a bidder shall be deemed to have agreed to provide to the Office all such information for this purpose as reasonably may be requested. The Office reserves the right to reject any bid if the information submitted by, or the investigation of, the bidder fails to satisfy the Office that such bidder is capable of meeting the requirements of this solicitation and the agreements contemplated herein.
2. Qualification Conditions. If selected for award, a bidder must, in the exercise of the Office's reasonable judgment:
  - a. possess the experience and ability to perform the services for geological testing for the services as described in Section II of this IFB.

### **4.03 Selection**

The award will be made to the qualified responsible bidder who submitted a bid determined by the STO to represent the most favorable bid price.

**APPENDIX A  
PRICING BID SHEET**

**IFB for Geological Testing  
IFB # GT-02292016**

PROPOSAL:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

The Offeror shall submit a total cost per well for geological testing for services specified in Section II of the IFB.

The STO will not pay travel expenses, lab work fees for water and soil samples, photos, charts, express mail or other administrative expenses of the Bidder.

Total Cost per geological testing  
and evaluation report per individual well: \$\_\_\_\_\_

In compliance with this 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.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title of  
Authorized Official

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

**APPENDIX B**  
**Bid/Proposal Affidavit**  
**(To be submitted with Bid)**

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):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §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):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and 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):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

#### I. CERTIFICATION OF TAX PAYMENT

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

#### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

#### K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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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 C

### CONTRACT FOR GEOLOGICAL TESTING

**THIS CONTRACT** (the "Contract"), is made as of the \_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_ (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").

The Parties agree as follows:

#### Article I. Scope of Services

- 1.1 The Office hereby engages the Contractor to provide hydro geologist evaluations as described in the attached, which are incorporated herein:

Exhibit A: Maryland State Treasurer's Office Small Procurement for Geological Testing, #GT-02292016;

Exhibit B: Contractor's Bid dated \_\_\_\_\_, 2016; and

Exhibit C: 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 beginning \_\_\_\_\_ through \_\_\_\_\_.

#### Article III. Payment and Performance

- 3.1. The Office shall pay the Contractor the total cost per each well evaluation as specified in the Pricing Bid Sheet, as Appendix A, submitted by the Contractor on \_\_\_\_\_.
- 3.2. All invoices for goods and services for the Office shall be submitted to:

Joyce Miller  
Director of Debt Management  
Maryland State Treasurer's Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street  
Annapolis, Maryland 21401  
Email: [jmiller@treasurer.state.md.us](mailto:jmiller@treasurer.state.md.us)

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

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

- 4.1. Compliance with Law. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.
- 4.2. 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.
- 4.3. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- 4.4. 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.
- 4.5. 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).
- 4.6. 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. 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).
- 4.10. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

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

B. The Contractor

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

Signatures to Follow on Next Page

**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

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

\_\_\_\_\_  
David P. Chaisson  
Assistant Attorney General

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

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (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 \_\_\_\_\_, 2016, 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)