

STATE HIGHWAY ADMINISTRATION  
I n v i t a t i o n   f o r   B i d s   ( I F B )  
C o n t r a c t s   L e s s   T h a n   \$ 2 5 , 0 0 0

**PROJECT:** Preventative Maintenance & Service  
Contract for the Emergency Generators in  
Howard County

**CONTRACT NO.** HO070046

**ADVERTISEMENT DATE:** August 01, 2012

**PRE BID MEETING:** August 07, 2012 11:00 a.m.

**WRITTEN INQUIRY DATE:** August 10, 2012 4:00 p.m.

**BID DUE DATE / TIME:** August 14, 2012 11:30 a.m.

**BID LOCATION:** State Highway Administration (SHA)  
District 7 Office  
5111 Buckeystown Pike  
Frederick, MD 21704

**I. SUMMARY STATEMENT**

The State Highway Administration is soliciting bids for the comprehensive and reliable preventive maintenance service program for the Emergency / Stand by Generator located at the Dayton Maintenance Facility within Howard County. The work under this contract shall include, but not be limited to, the furnishing of all labor, materials, equipment, ladders, scaffolds, hoists, services and any other equipment necessary to the satisfactory prosecution and completion of the project in full compliance with the Contract requirements.

The sites covered under this contract shall be:

**SHA Dayton Maintenance Facility, 4401 MD Route 32, Dayton, MD 21036**

**II. SMALL BUSINESS RESERVE PROCUREMENT**

This procurement has been designated as a **Small Business Preference** in accordance with Title 14, Subtitle 2, of the State Finance and Procurement Article of the Maryland Annotated Code. The preference percentages for this procurement are as follows:

- State-certified, small business (not a veteran-owned or disable-veteran-owned small business) 5%
- State-certified, veteran-owned small business 7%

- State-certified, disable-veteran-owned small business **8%**

The procurement agency will accept the most favorable responsive bid from a responsible, certified small business if the bid does not exceed the most favorable responsive received from a bidder who is not a certified small business by more than the percentages listed above.

**\* Eligibility \*** To be eligible for the preference, your company must have a current small business certification from the Maryland Department of General Services.

**Small business size standards in Maryland are different than federal standards. You CANNOT substitute an SBA 8(a) certification or VetBiz verification for Maryland small business certification.**

IF your small business is eligible but not certified by the State, apply for certification on the Department of General Services website at [www.smallbusinessreserve.maryland.gov](http://www.smallbusinessreserve.maryland.gov) and obtain a small business certification number.

State Law requires that the veteran business owner be domiciled in Maryland. There is no Maryland residency requirement for owners of small business participating in the Preference as small businesses without the veteran-owned or disabled-veteran-owned designation.

**\* Required Information \*** The bidder must provide the following to the procurement officer to prove eligibility for the preference:

- **Certified small business that is not veteran-owned or disabled-veteran-owned:** Provide the completed Maryland Department of Transportation (MDOT) Small Business Contract Affidavit.
- **Veteran-owned certified small business:** Provide the completed Maryland Department of Transportation (MDOT) Small Business Contract Affidavit **AND** a copy of the business owner's DD Form 214 attesting to discharge or release under conditions other than dishonorable.
- **Disabled-veteran-owned small business that is currently verified and registered on [www.VetBiz.gov](http://www.VetBiz.gov):** Provide the completed Maryland Department of Transportation (MDOT) Small Business Contract Affidavit **AND** a copy of the letter from the U. S. Department of Veterans Affairs Verification Program showing your verification is current.
- **Disabled-veteran-owned small business that is NOT currently verified and registered on [www.VetBiz.gov](http://www.VetBiz.gov):** Provide the completed Maryland Department of Transportation (MDOT) Small Business Contract Affidavit **AND** a copy of the business owner's DD Form 214 attesting to discharge or release under conditions other than dishonorable **AND** a copy of your Adjudication Letter from the U.S. Veterans Administration.

For more information about the Small Business Preference Program, refer to Attachment II or log onto the Department of General Services Internet Site at [www.dgs.state.md.us](http://www.dgs.state.md.us).

### **III. ISSUING OFFICE and PROCUREMENT OFFICER**

State Highway Administration  
5111 Buckeystown Pike  
Frederick, MD 21704  
Attn: Donna Smith, Procurement Officer

The sole point of contact for purposes of this IFB is Donna Smith. The Procurement Officer may be contacted via e-mail at [dsmith6@sha.state.md.us](mailto:dsmith6@sha.state.md.us) or at **301-624-8138** between 8:00 a.m. and 4:00 p.m. or by FAX at 301-624-8225  
NOTE: The vendor is solely responsible for ensuring any information sent to the Procurement Officer/Designee by FAX has been received.

#### **IV. BID DUE DATE**

The Bids must be received by the Procurement Officer, Donna Smith, at the State Highway Administration office located at 5111 Buckeystown Pike, Frederick, MD 21704 on or before **11:30 a.m. August 14, 2012** local eastern time.

Vendors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, fax, telegraphic, mailgram or E-mail bids will **not** be accepted.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

#### **PRE BID MEETING**

A Pre-Bid Conference will be held on **August 7, 2012 11:00 a.m.** at the Dayton Maintenance Shop in Howard County, at 4401 MD Route 32, Dayton, MD 21036. All persons obtaining an IFB are invited to attend the Pre-Bid Conference.

While attendance at the Pre-Bid Conference is not mandatory, this is an opportunity for the vendor to raise questions and/or issues of concern regarding this IFB and to gain an understanding of the bidding process. Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. If required, please contact the Procurement Officer at least five (5) working days prior to the Pre-Bid Conference.

All questions regarding this IFB must be submitted in writing and received by the Procurement Officer prior to close of business on **August 10, 2012 4:00 p.m.** in order to be considered. Written questions must be sent to the address shown in Section III, Paragraph 1. It is the vendors' responsibility to insure that written questions have been received by the Procurement Officer before the deadline. Only information communicated by the Procurement Officer in writing shall be the

official position of the Administration and the Administration assumes no responsibility for oral instructions or suggestions regarding this IFB.

Each vendor is responsible for carefully reading and understanding the full terms and conditions of this IFB. Any bidder finding any discrepancy in, or omission from, the IFB; or in doubt as to the meaning, shall direct written questions or requests for clarification to the attention of the Procurement Officer identified above who will be the sole point of contact for SHA.

**V. DURATION OF BID OFFER**

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request vendors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

**VI. PROCUREMENT METHOD**

This solicitation shall be conducted in accordance with COMAR 21.05.07 – Small Procurement Regulations (\$25,000 or Less).

**VII. TERMS and CONDITIONS**

A. 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.

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

C. 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 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

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

E. 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.

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

G. 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.

H. 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).

## **VIII. SCOPE OF CONTRACTOR SERVICES**

### **Purpose and Qualifications**

The contractor shall provide a comprehensive and reliable preventive maintenance service program for the Emergency / Stand by Generators for the following locations:

Dayton Maintenance Shop, 4401 MD Route 32; Dayton, MD 21036

Generator Data: GENERAC  
Model: 97A 07243S  
Type: SD250 G36133D18CPYNY

Engine Type: HINO

Alternator Data:  
Model: 97A07243-S  
Serial No. 2039009  
KVA: 312.5  
Phase: 3  
Hertz: 60  
Power Factor: .8  
RPM: 1800  
Additional Information

Engine & Assembly: 78187 86751 00000  
Mount Base: A1496 89394 00000  
Control Panel: 84852 00000 00000  
Generator: 86487 88781 94508 00000

The generator is diesel fueled by a 747 gallon above ground tank.

The contractor shall have the capability to service these emergency generators and the automatic transfer switching mechanisms.

The contractor shall provide fully trained and certified technicians with the capability to service these generators and associated switching equipment. The contractor shall perform maintenance and inspections as recommended by the manufacturer, but not less than twice a year.

The contractor shall maintain a record of hours of operation. This is to be considered with service recommendations and requirements of the manufacturer.

The contractor shall provide full service technical support and have a full compliment of commonly needed repair parts, including various belts, filters, hoses, and gauges for these generator as outlined in Section VIII, paragraph one.

### **Service Required**

- A. Conduct detailed inspection of the generator components as recommended by the manufacturer for maintenance:
- 1.) Inspect overall appearance
  - 2.) Cooling System:
    - Record and maintain operational temperature.
    - Check/Replace belts as needed
    - Check cooling system (Radiator, hoses, and hose clamps, etc.) for leaks and make replace/recommendations as required.
    - If equipped with a water heater check to insure that it is operational.
    - Test and change Anti-freeze as recommended by the manufacturer for proper protection, acidity level and PH factors.
    - Change water filter(s) as recommended by the manufacturer or when needed.
    - If air cooled by fins, fans, and or shrouds all will be inspected and cleaned as required by manufacturer.
  - 3.) Generator Air Intake System:
    - Inspect air filters, replace when needed.
    - Inspect and maintain complete air intake system including louvers / shutters for proper operation while generator is operational in all modes.

- 4.) Generator Exhaust System:
  - Inspect entire exhaust system for cracks, rust, restrictions, or other damage including mounting hardware.
  - Drain condensation traps in system.
  - Check and maintain exhaust cap cover for proper operation.
  
- 5.) Lubrication System:
  - Check Engine oil levels and maintain at proper level.
  - Record engines operational oil pressure.
  - If equipped with oil heater check to insure proper operation.
  - Change oil and filter annually or as specified by manufacturer which ever occurs first.
  - Check seals and gaskets for leaks.
  - Have oil analyzed annually when changed.
  
- 6.) Fuel System:
  - Replace fuel filter as recommended by manufacturer or annually which ever occurs first.
  - Check fuel line for leaks repair or replace as required.
  - Analyze fuel annually, for contaminates to insure proper condition for use.
  - Check and maintain day fuel tank and pump if applicable, service in accordance with manufacturer recommendations or as required.
  
- 7.) Starting System:
  - Inspect Battery for specific gravity, check fluid level clean and tighten battery cables and correct as needed.
  - Load tests battery to verify holding capacity and sufficient charge for emergency operation.
  - Check battery charger to insure proper operation (if so equipped).
  - Inspect and maintain all ignition, electrical wiring and relays for proper operation.
  
- 8.) Test run the system:
  - Check oil pressure, water temperature, and battery charging rate for operational readings in compliance with the manufacturer specifications. record these readings and maintain in facility file.
  - Check governor for proper operation in accordance with manufacturer recommendations.
  - Check engine safety shutdown for proper operation.
  - Adjust voltage and frequency as required to meet manufacturer recommendations.

- 9.) General requirements:
- It is the contractor responsibility to remove and properly dispose of all used materials accumulated during the service, maintenance, or repair operation.
  - Grease or lubricate all necessary fittings (as required).
  - Visually inspect vibration isolators.
  - Visually inspect duct, louvers, and actuators for proper operation.
  - Visually inspect weatherproof enclosures.
  - Visually check for worn and/or rubbing parts and components.
  - Inspect and maintain generator room ventilation system.
  - All the above repairs or make recommendations as required by manufacturer.
- 10.) Conduct inspection of the automatic transfer switch mechanism.
- Simulate Power Failure and transfer load to emergency power.
  - Check operations, including time delay.
  - Return system to normal operation and adjust voltage and frequency as required.
  - Return system to normal operating condition.
- 11.) Testing Requirements:
- a. Load Bank Test:
- A load Bank test of each emergency generator will be conducted once each year, which tests the generator under full load to verify its ability to perform in an emergency power situation.
  - This test will be bid as a lump sum test. When performing this test no hourly charge will be billed by the contractor. Only the service call charge and the lump sum test line item will be paid.
- b. Annual Operational test:
- Operate the system for a minimum of one hour under normal load. Record the voltage, phase to phase and phases to ground. Record the amperage per phase and in the system neutral. Record the power line frequency. Assure that all voltage and frequency deviations are within normal parameters for the generator system.
- 12.) Reports:
- The contractor shall provide a written detailed report along with an "Inspection Checklist" describing the work that was performed and recommendations for corrective maintenance.
  - Provide time and material estimate for recommended action.



## **IX. Contractor's Qualifications:**

1. The contractor shall have at least three (3) years' experience, and three (3) references in providing the services in scope and complexity to that described herein. **The contractor experience must be provided as part of the bid packet; the references shall be submitted within twenty-four (24) hours of SHA Procurement Officer request.**
2. The contractor shall have capability to provide 24 hour, 7 days a week emergency services, and emergency telephone number shall be provided **upon award.**
3. The contractor must be covered by commercial comprehensive general liability insurance in the amount specified later in this IFB. **Documentation is to be submitted as part of the bid packet.**
4. The contractor's facility or dispatch point shall be within a fifty (50) mile radius of the Frederick Maintenance Shop.

## **X. General Information**

1. The Contract will be awarded to the responsible and responsive bidder submitting the most favorable evaluated bid price.
2. Every visit to the SHA facility the contractor must sign in at the front office and start a new work order / service ticket. Before leaving the facility the contractor must get an authorized signature on the work order and a copy must be left. The work order must show the exact number of hours SHA will be invoiced. **Failure to obtain the required SHA signatures and/or to leave the work order/service ticket shall result in non-payment for that service. This will be the responsibility of the Contractor to ensure that required documentation is signed and a copy left.**
3. Labor items will be paid on an hourly rate. Except for services described below in Item 5, all work performed Monday through Friday, between normal working hours of 7:30am, and 4:00pm will be charged the hourly rate.
4. Labor items or man hours paid under this contract shall be only for productive hours at the job site. No lunch or material acquisition time shall be included on the service ticket.
5. The response time for an emergency call-out shall be within 4 hours from time of notification by a SHA representative.
6. Any service performed between the hours of 4:30 p.m. and 7:30 a.m. will be paid at a rate of time and one-half the bid hourly rate. All work performed on Saturday and /or Sunday will be paid at the time and one-half rate. All work performed on

State recognized holidays will be paid at time and one half rate. Any time and one half rate overtime must be pre-approved by SHA representative.

7. A service call charge will be paid to the contractor per **service call**. No other vehicle fee, gas charges, overhead charges, parts run, parts handling fees, etc. will be allowed. If the contractor comes to the site, performs services, leaves and returns.
8. Repair services that require additional materials must have prior notification and approval from SHA.
  - **All parts/materials used by the contractor shall be billed to SHA at actual cost to the Vendor.** SHA has the option to purchase directly any individual part/material for the service/repair that exceeds \$300.00 in cost. A copy of the Vendor's source invoice(s) for all parts/materials used for repairs/services **must** accompany his invoice in order to be reimbursed. **Payments shall not be made for any parts/material without the proper documentation attached to the vendor's original invoice. Failure on the Contractor's part to supply all required documentation to support an invoice will not result in late charges to SHA.**

**\*\*\*See COMAR 21.06.03.01 and COMAR 21.06.03.05 for detailed information on the disallowance of material/parts markup.**

**A. Prohibition. Cost-plus-a-percentage-of-cost contracts and subcontracts are prohibited.**

9. After each service visit the work site shall be cleaned of all surplus and discarded materials, spilled materials, excess materials left deposited within the limits of the work site.
10. Any specialized equipment which is rented by the contractor for use on a job is to be invoiced as a direct charge. No mark up is allowed on specialized or rental of equipment.
11. No subcontractors are allowed to be used for this IFB unless prior written approval has been given by the SHA Contract Manager.

### **Insurance Requirements**

**The Contractor or Vendor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the State Highway Administration (SHA).**

1. Comprehensive General Liability

Broad Form, combined single limit of one million dollars and no cents (\$1,000,000.00).

## 2. Worker's Compensation/Employee Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).

A. Said certificate shall verify that the SHA has been named an additional insured to the Contractor's or Vendor's above policies, that the insurer, at its own expense, will defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor or Vendor contained in this contract.

B. Should the Contractor or Vendor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor or Vendor to provide insurance as described above.

If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the State Highway Administration may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor or Vendor.

## **XI. Invoicing**

Invoice terms shall be net 30 days upon receipt of Contractor's invoice. Invoices shall be submitted and billed as outlined:

- An invoice shall be submitted within fifteen (15) calendar days after the completion of services.
  - Invoice must contain the complete company name, address, telephone number, contact person, F.E.I.N. (Federal Employment Identification Number), and State contract number for this contract. Failure to do so may result in delay of payment
  - Each invoice must have a unique (different) invoice number.
  - Invoice must be an original, a copy of the signed work order ticket must be attached, and any supporting documentation for repair parts/materials purchased or specialized equipment rented.
- 
- Invoice shall be sent to the following address:

State Highway Administration  
Steven Rush, Administrative Officer I (AOI)  
4401 MD Route 32  
Dayton, MD 21036

The State Highway Administration is exempt from Maryland States Tax by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include sales tax on invoices.

## **XII. BID CONTENT**

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form.

Bid submissions must be:

- Submitted in a sealed envelope.
- Addressed to: Donna Smith  
State Highway Administration  
District 7 Office  
5111 Buckeystown Pike  
Frederick, MD 21704
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Contract No. **HO070046**)

## **XIII. OPENING of BIDS**

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section III of this IFB.

## **XIV. DURATION / TERM OF THE CONTRACT/PROJECT**

The duration of this contract is for thirty-six (36) months or \$24,999.00, whichever comes first.

## **XV. ATTACHMENTS**

Contract Bid Form - Attachment No. I (required with bid submittal)  
Small Business Reserve Procurement – Attachment No. II  
Small Business Contract Affidavit – Attachment No. III (required with bid submittal)  
Proof of Required Insurance Coverage

**A T T A C H M E N T - I**  
**CONTRACT BID FORM**  
**INVITATION FOR BID # H0070046**  
**RETURN QUOTATION NO LATER THAN 11:30 a.m. on August 14, 2012**  
**This form is to be completed in its entirety and unaltered.**

Prices shall be submitted as follows and shall include all costs associated with the performance of this IFB. This includes, but is not limited, to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs.

Vendor Name:

Column A	Column B	Column C	Column D	Column E
Item #	Item Description	Quantity (See Note a)	Vendor's Bid per Unit	Total Cost (\$) (Column C x D)
1001	Technician Routine Hourly Rate	100 hours	\$ _____ per hour	\$ _____
1003	Labor (Helper) Routine Hourly Rate	40 hours	\$ _____ per hour	\$ _____
1005	Service Call Charge (No other vehicle fees, gas charges, overhead charges, parts running/handling fee, etc. will be allowed)	15 each	\$ _____ each	\$ _____
1006	Load Test	6 each	\$ _____ each	\$ _____
1007	Parts/Materials (No mark-up allowed under this contract)	\$5,000.00 estimated	1 each	\$5,000.00
<b>TOTAL BID AMOUNT (Sum of Column E)</b> (See Note b)				\$ _____

Notes:

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded.
- b) If the "Total Bid Amount" results in a total that exceeds \$24,999, the contract written with the low bidder will be written as "not to exceed \$25,000" using the unit prices established in Column c.
- c) SHA, is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax in bid prices

FOR THE CONTRACTOR:

\_\_\_\_\_  
Company Name & Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax E-mail

**Representing the above Company**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name & Title

SOCIAL SECURITY NO. OR  
FEDERAL TAX ID NO. \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT II**  
**NOTICE TO BIDDERS**  
**SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, Subsections 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- ✍ **The business is independently owned and operated;**
- ✍ **The business is not a subsidiary of another business;**
- ✍ **The business is not dominant in its field of operation;**
- ✍ **The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\***
- ✍ **The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\***
- ✍ **The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\***
- ✍ **The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\* and**
- ✍ **The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.\***

**\* If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence.**

Further information on the certification process is available at [www.dgs.state.md.us](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink.

# Maryland Department of Transportation

## SMALL BUSINESS CONTRACT AFFIDAVIT

\*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\*

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

\*\*\*\*\* FAILURE TO MEET MINIMUM QUALIFICATIONS \*\*\*\*\*

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, \_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract \_\_\_\_\_ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER \_\_\_\_\_

Date of Most Recent Qualification \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature (Authorized Representative and Affidavit)